

APPENDIX A

CONTRACT BETWEEN ADA UNION SCHOOL DISTRICT AND NORTHWESTERN OHIO NORMAL SCHOOL

ARTICLE of agreement entered into this 30th day of April, A. D. 1878, between H. S. Lehr, John G. Park, George W. Rutledge and Frederick Maglott, Faculty of the Northwestern Ohio Normal School, Ada, Ohio, and the Board of Education of the Ada Union School District, Ada, Hardin County, Ohio, witnesseth:

1st. The said H. S. Lehr, J. G. Park, Geo. W. Rutledge and Frederick Maglott for consideration hereinafter mentioned do hereby agree to convey in fee simple by deed of general warranty on or before the 1st day of June, A. D., 1878, to the Board of Education of the Union School District, the following described premises situated in the Village of Ada, County of Hardin, and State of Ohio, to wit:

Commencing at a point at the intersection of Main street and Peach avenue in said village, then south two hundred and thirty-two feet, thence west three hundred and sixty-three feet, thence north two hundred and thirty-two feet, thence east three hundred and sixty-three feet to the place of beginning containing $2\frac{1}{2}$ acres of land more or less.

2nd. The Board of Education of said Ada Union School District, for consideration agrees to pay the said H. S. Lehr, J. G. Park, George W. Rutledge, and Frederick Maglott on or before the 1st day of June, A. D., 1878, the sum of two thousand dollars the purchase money for said premises.

3rd. The Board of Education of said district further agrees to erect upon said premises, upon a site to be mutually agreed upon by said parties, a school building to cost not to exceed sixteen thousand dollars (\$16,000), the plans and specifications of which, together with proper heating apparatus, furniture and seating to be mutually agreed upon between said parties, and to expend not to exceed the sum of five hundred dollars (\$500) in addition to the above amount for the improvement of the grounds, fences and walks on said premises and to expend a farther sum of not less than fifteen hundred dollars (\$1,500) for philosophical, physiological, astronomical and other necessary apparatus for the use of said school, the amount and kind of which to be mutually agreed upon by said parties and to complete and furnish the same ready for occupancy on or before the first day of August, A. D., 1879, and lease said premises to said H. S. Lehr, J. G. Park, George W. Rutledge, and Frederick Maglott for the period of thirty (30) years from the first day of August, A. D., 1879, for school and literary purposes only.

4th. The said H. S. Lehr, J. G. Park, George W. Rutledge and Frederick Maglott owners and proprietors of the said Northwestern Ohio Normal School for consideration

of the use and occupancy of said premises and building agree to teach free of tuition for a term of thirty years from the 1st day of August, A. D., 1879, all the school youth within the present limits of the district now known as the Ada Union School District after said youth shall have passed the following grades in the Union schools of said district and have finished what are ordinarily known as the common branches of education, viz., orthography and spelling, higher arithmetic to percentage, descriptive geography, English grammar, analysis, arithmetic in all its forms and names with the exception of higher arithmetic to percentage above mentioned, English reading, elocution and penmanship and all youth of said district having finished said studies shall be admitted as students to the said Northwestern Ohio Normal School, after being first examined as to their proficiency in the above named studies by a committee of three to be comprised as follows: one person to be selected by said H. S. Lehr, J. G. Park, George W. Rutledge, and Frederick Maglott, one member of the Board of Education of said district and the superintendent or a teacher in the highest department in the Union schools of said district, and all scholars passing a grade of at least seventy percent of one hundred in all of the above named studies except penmanship (which shall not be included in said examinations) shall be admitted to said Normal School and all scholars failing in one or more of said branches, shall be re-examined by said committee within three months from the time of the annual examination upon the branches only upon which he or she may have

failed, and if then passing the grade above mentioned, shall be admitted to said Normal School, said examinations to be held yearly and shall be held on the last week of the last term of each school year and shall be open to all the youth of said district, and no school youth shall enter said Normal School unless he or she shall have passed the said grade, whether they are scholars in said Union schools or not, and the said H. S. Lehr, J. G. Park, George W. Rutledge, and Frederick Maglott agree to take the school youth of said district, after they have passed the grade above mentioned and admit them free of tuition to the following studies: Bookkeeping, algebra, geometry, trigonometry, surveying, analytical geometry, physics, astronomy, natural philosophy, political economy, moral and mental philosophy, history U. S. and general rhetoric, zoology and all the natural sciences, higher mathematics and the ancient languages known as the classics, as may appear from year to year in the published curriculum of said Normal School, and to teach free from tuition any study taught in said school whenever a class in such study shall be organized; but the above is in no wise to be so construed as to include the ordinary branches of the common schools heretofore mentioned, vocal and instrumental music, instruction in drawing, painting, architecture, sculpture, and whatever pertains to such a department, and said H. S. Lehr, J. G. Park, George W. Rutledge and Frederick Maglott shall have the general supervision of the school youth so admitted to said Normal School, granting to them the same general privileges afforded to the other

students in said school and govern them by the same general rules as other students in said school are governed, providing always that no scholar so admitted shall be expelled from said Normal School without the consent of the Board of Education of said Union school and district, and the said H. S. Lehr, J. G. Park, George W. Rutledge and Frederick Maglott reserve the right to divide the youth so admitted between or among the several literary societies even if the other students be not so divided.

And the said H. S. Lehr, J. G. Park, George W. Rutledge, and Frederick Maglott agree further that they will not conduct (or teach in) any other college, seminary, Normal or other school (except free school) for a period of thirty years within a radius of two hundred miles, or will not teach in any free or Union school within the same radius for a period of five years from the 1st day of August, 1879.

And the said H. S. Lehr, J. G. Park, George W. Rutledge and Frederick Maglott further agree before taking possession of said premises to enter into a written lease for the period of thirty years for said premises from August 1st, 1879, said lease to contain the same general stipulations herein contained and which shall further stipulate that said lessees shall take good care of said building and not misuse the same, make all ordinary repairs, not including repairs of foundation, walls or roof and matters of like nature, and quietly yield possession thereof at the end of said lease.

And it is further agreed by said H. S. Lehr, J. G. Park,

George W. Rutledge, and Frederick Maglott that if default be made in any of the stipulations and provisions herein contained on their part to be kept that they will forfeit and pay to the Board of Education of the Ada Union School District or their successors, the sum of four thousand dollars, and to secure the payment of said sum they agree to forthwith execute and deliver to the Board of Education aforesaid a mortgage deed for the following described premises, situated in said village of Ada, county of Hardin, State of Ohio, as follows, to wit: Commencing at a point one hundred and thirty-five feet south of the northeast corner of the southeast quarter of section twenty-one (21) township three (3) south, range nine east, thence west three hundred and sixty-three feet, thence north to a point two hundred and thirty-two feet south to the center of Peach avenue in said village, thence east three hundred and sixty-three feet, thence south along Main street to the place of beginning.

And it is further agreed that should the last above described premises not be sufficient to liquidate the sum of four thousand dollars above mentioned in case of forfeiture, no other property belonging to said H. S. Lehr, J. G. Park, George W. Rutledge, and Frederick Maglott shall be held liable therefor.

In witness whereof the said H. S. Lehr, J. G. Park, George W. Rutledge, and Frederick Maglott, and the said Board of Education of said Ada Union School District by resolution as passed by John P. Cochran, its president, and

John H. Smick, its clerk, have hereunto set their hands
and seals this 30th day of April, A. D., 1878.

H. S. LEHR, (*Seal*)

J. G. PARK, (*Seal*)

FREDERICK MAGLOTT, (*Seal*)

GEORGE W. RUTLEDGE, (*Seal*)

The Board of Education of Ada Union School,
Ada, Ohio.

By JOHN P. COCHRAN, (*Seal*)

President of the Board of Education of Ada
Union School, Ada, Ohio.

By JOHN H. SCHMICK, (*Seal*)

Clerk of the Board of Education of Ada Union
School, Ada, Ohio.