

**AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN UNIVERSITY
PROPERTIES, INC. AND EAST STROUDSBURG AREA SCHOOL DISTRICT**

THIS AMENDMENT TO SETTLEMENT AGREEMENT (the "Amendment"), is entered into as of this ____ of _____, 2017 (the "Effective Date"), by and between **UNIVERSITY PROPERTIES, INC.** ("UPI"), a Pennsylvania nonprofit corporation, **EAST STROUDSBURG AREA SCHOOL DISTRICT** ("ESASD") a school district of the second class organized and existing under the laws of the Commonwealth of Pennsylvania and **UNIVERSITY INFRASTRUCTURE IMPROVEMENT CORP.**, a Pennsylvania nonprofit corporation ("UIIC" and together with UPI and ESASD, the "Parties").

WHEREAS, on April 14, 2014, UPI and ESASD entered into a Settlement Agreement (the "Agreement") for the Exemption Case relating to certain on-going UPI projects, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, UIIC desires to acquire from UPI, and UPI desires to convey to UIIC, the Project (as that term is defined in that certain Trust Indenture dated August 1, 2010 between the Pennsylvania Higher Educational Facilities Authority and Wells Fargo Bank, N.A.) (the "Acquisition"); and

WHEREAS, as part of the Acquisition, UPI will assign its rights under the Ground Lease to UIIC; and

WHEREAS, to facilitate the Acquisition, the Parties have agreed to amend the Agreement to include UIIC as a party; and

NOW THEREFORE, in consideration for the mutual promises and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, UIIC, UPI, and ESASD do hereby agree as follows:

1. Recitals/Definitions. The foregoing recitals are true and correct and are incorporated into the body of this Amendment as if set forth at length herein. Any capitalized term not defined herein shall have the meaning given to such term in the Agreement.
2. Incorporation of UIIC. Immediately upon the consummation of the Acquisition, the Parties agree that UIIC shall be added as a Party to the Agreement. Except for the payment of the Settlement Sum (which ESASD acknowledges has been paid in full by UPI) all continuing rights and obligations of UPI shall also be considered rights and obligations of UIIC for the remainder of the term of the Agreement. Any reference made to UPI in the Agreement, as of the date of the closing of the Acquisition, shall also be deemed to include a reference to UIIC.

17

3. Effect of Agreement. Except as amended hereby, all terms and conditions of the Agreement remain and shall remain unmodified, binding and in full force and effect and are hereby reaffirmed and ratified by the parties hereto. It is the intent of the Parties that this Amendment be read in conjunction and coordination with the Agreement, but to the extent that any terms of this Amendment conflict with the remaining terms of the Agreement, this Amendment shall govern.

4. Miscellaneous.

A. This Amendment and the provisions contained herein shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

B. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

C. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

D. This Amendment may be executed in counterparts and each such counterpart shall be an original and all counterparts, together, shall be a single document. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

(Remainder of Page Intentionally Left Blank – Signature Pages to Follow)

18

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Amendment as of the date above written.

UPI:

UNIVERSITY PROPERTIES, INC., a
Pennsylvania non-profit corporation

By: _____
Name:
Title:

UIIC:

**UNIVERSITY INFRASTRUCTURE
IMPROVEMENT CORP.,** a Pennsylvania
non-profit corporation

By: _____
Name:
Title:

ESASD:

**EAST STROUDSBURG AREA SCHOOL
DISTRICT,** a school district of the second
class organized and existing under the laws
of the Commonwealth of Pennsylvania

By: _____
Name: Gary Summers
Title: President

AS DULY APPROVED AND AUTHORIZED BY THE BOARD OF THE EAST STROUDSBURG
AREA SCHOOL DISTRICT ON August 21, 2017

By: _____
Name: Patricia Rosado
Title: Board Secretary

19

EXHIBIT A
SETTLEMENT AGREEMENT

ADMINISTRATIVE TERMINATION OF SMALL CHARITABLE TRUST
AGREEMENT
UNDER 20 PA.C.S. SECTION 7740.3(d)
(hereinafter referred to as "This Agreement")

THIS AGREEMENT made this ____ day of _____, 2017, by and between BNY MELLON, N.A., (hereinafter referred to as "Mellon"), Successor Trustee to Security Bank and Trust Company, Trustee of The Carrie H. Rogers Memorial Fund (hereinafter referred to as "Fund") under the Last Will and Testament of Thomas P. Rogers, Deceased, presently of Two Greenville Crossing, 4005 Kennett Pike, Suite 200, Greenville, Delaware 19807, and EAST STROUDSBURG AREA SCHOOL DISTRICT, of 50 Vine Street, East Stroudsburg, Pennsylvania 18301(hereinafter referred to as "ESASD"),

W I T N E S S E T H:

WHEREAS, Thomas P. Rogers died on July 26, 1983, leaving a Last Will and Testament dated June 15, 1981 and Codicil thereto dated May 21, 1982, duly probated in the Office of the Register of Wills of Monroe County, Pennsylvania, on August 2, 1983, in Estate File No. 45-83-191, wherein and whereby he appointed as Executors thereof Thomas Richard Rogers and Arlene Rogers (hereinafter called "Executors") to whom Letters Testamentary were duly issued by said Register of Wills on August 2, 1983 (Copy of said Last Will and Testament and said Codicil are attached hereto as Exhibit "1" and is hereinafter collectively referred to as "Last Will and Testament");

WHEREAS, Article Third A of the Last Will and Testament provides that one-sixth of the residuary estate should be held as follows:

"A. ONE-SIXTH (1/6th) of said residue, I give and bequeath unto SECURITY BANK AND TRUST COMPANY of Stroudsburg, Pennsylvania, IN TRUST nevertheless, to invest and reinvest said share in securities eligible for the investment of trust funds under the laws of the Commonwealth of Pennsylvania; the net income therefrom derived to be paid annually as determined by the faculty of EAST STROUDSBURG AREA HIGH SCHOOL, East Stroudsburg, Pennsylvania, to a student needy and deemed most worthy by said faculty for the purpose of helping defray the expenses of an advanced musical education for said student so chosen. This Fund shall be known as, 'THE CARRIE H. ROGERS MEMORIAL FUND' in Memory of CLEMENT WEIDINMYER."

WHEREAS, the Executors filed their First and Final Account on August 19, 1985, together with a Proposed Schedule of Partial Distribution, by which the predecessor to Mellon was awarded \$32,505.00, pursuant to confirmation nisi of the Orphans' Court Division of the Court of Common Pleas of Monroe County, Pennsylvania, on October 23, 1985, which was confirmed absolutely by the Clerk of the Orphans' Court Division on November 22, 1985;

WHEREAS, the Executors filed their Second and Final Account on November 21, 1989, together with a Statement of Proposed Partial Distribution, by which the predecessor to Mellon was awarded \$10,264.20, pursuant to confirmation nisi of the Orphans' Court Division of the Court of Common Pleas of Monroe County, Pennsylvania, on January 9, 1990, which was confirmed absolutely by the Clerk of the Orphans' Court Division on February 9, 1990;

WHEREAS, the Executors filed their Third and Final Account on October 12, 1993, together with a Statement of Proposed Final Distribution, by which Mellon was awarded \$18,501.01, pursuant to confirmation nisi of the Orphans' Court Division of the Court of Common Pleas of Monroe County, Pennsylvania, on November 1, 1993, which was confirmed absolutely by the Clerk of the Orphans' Court Division on December 2, 1993;

WHEREAS, on May 5, 1994, Mellon received a determination letter from the Internal Revenue Service which stated in part as follows (copy of said letter is attached hereto as Exhibit "2") relating to this trust fund:

"Based on information supplied, and assuming your operation will be as stated in your application for recognition of exemption. We have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

"We have further determined that, as indicated in your application, you are a private foundation within the meaning of section 509(a) of the Code..."

WHEREAS, attached hereto as Exhibit "3" is the Administrative Policy and Procedures of the Carrie H. Rogers Memorial Fund Music Education Scholarship which was established by the School District;

WHEREAS, 20 Pa.C.S. Section 7740.3 provides in part as follows:

"(d) Administrative termination of small charitable trusts. – A trust solely for charitable purposes having assets of less than \$100,000 may be terminated at its inception or at any time thereafter by the trustee with the consent of the Attorney General and all charitable organizations that are designated as beneficiaries by name in the trust instrument. Upon termination, the assets, subject to the approval of the Attorney General, shall be delivered to the organizations, if any, designated in the trust instrument or, if none, to organizations selected by the trustee, in either case to be held and applied for the general or specific charitable purposes and on the terms that will, in the trustee's discretion, fulfill as nearly as possible the settlor's intention."

WHEREAS, Mellon desires to terminate the trust pursuant to 20 Pa.C.S. Section 7740.3(d) and to distribute the assets of the Fund to ESASD to be held and applied for the charitable purposes as nearly as possible to carry out the intent of the testator/settlor Thomas P. Rogers;

WHEREAS, East Stroudsburg Area School District has consented to the termination of trust Fund and to the transfer of the assets of the Fund to ESASD to be held and applied for the charitable purposes as nearly as possible to carry out the intent of the testator/settlor Thomas P. Rogers (copy of the Consent of East Stroudsburg Area School District is attached hereto as Exhibit "4");

WHEREAS, ESASD has agreed to accept the assets of the trust to be held and applied for the charitable purposes as nearly as possible as the intent of the testator/settlor, Thomas P. Rogers (copy of "Agreement to Establish a Permanent Scholarship Fund of East Stroudsburg Area School District – The East Stroudsburg Area School District Music Scholarship Fund" is attached hereto as Exhibit "5");

WHEREAS, attached hereto as Exhibit "6" is the letter to the Office of the Attorney General of the Commonwealth of Pennsylvania, dated _____, and attached hereto as Exhibit "7" is the response of the Office of Attorney General dated _____, approving the termination of the trust and transferring the assets of the trust to the ESASD to be held and applied for the charitable purposes as nearly as possible as the intent of the testator/settlor Thomas P. Rogers;

WHEREAS, Mellon has prepared an informal First and Final Account of its administration of the Carrie H. Rogers Memorial Fund from December 11, 1985 to _____, which is attached hereto as Exhibit "8";

WHEREAS, ESASD requested that the assets of the Fund be distributed to it without the formality of an accounting in the Orphans' Court Division of the Court of Common Pleas of Monroe County, Pennsylvania, and waives its right to a formal accounting in order to save the expense, publicity and delay of a court accounting and Mellon is willing to make the distribution if this agreement is signed.

NOW, THEREFORE, Mellon and ESASD agree as follows intending to be legally bound hereby:

1. That the recitals are incorporated herein;
2. That Mellon agrees to terminate the Trust/Private Foundation and to distribute the balances pursuant to the Schedule of Proposed Distribution which is attached to the First and Final Account of Mellon which is attached hereto as Exhibit "8" to ESASD and ESASD agrees to hold and apply the Funds for the charitable purposes as nearly as possible as the intent of the testator/settlor Thomas P. Rogers;
3. That Mellon hereby states that no investment income excise tax is due, that no unrelated business income tax is due, and that no private foundation penalty tax is due;
4. That Mellon hereby states that there are no outstanding grants that are due or may become due;

5. That Mellon hereby states that no fees for accountants, lawyer, investment managers or other service providers are due and owing except as provided in reserves in the Accounting;

6. That Mellon hereby states that it has filed with the Internal Revenue Service Form 990-PF and related forms with the Internal Revenue Service and with the Attorney General of Pennsylvania;

7 That the most recent Form 990-F filed by Mellon is attached hereto as Exhibit "9";

8. That ESASD has been given an opportunity to ask questions about the trust and its administration;

9. That ESASD waives the preparation, filing and auditing of a formal accounting of the administration of this trust by Mellon in the Orphans' Court Division of the Court of Common Pleas of Monroe County, Pennsylvania;

10. , That ESASD does hereby accept and approve said accounting which is attached hereto as Exhibit "8" with the same force and effect as if it had been duly filed in the Office of the Clerk of Courts and audited in the Orphans' Court Division, and had been adjudicated and confirmed absolutely and the amount paid to ESASD had been duly awarded to it;

11. That ESASD releases and discharges Mellon, in its corporate capacity as well as in its fiduciary capacity, from any and all claims and liabilities of every sort arising in any way out of the trust or the administration of the trust effective upon delivery of the amounts above as distributable to ESASD;

12. That Mellon and ESASD intend that this agreement shall be governed by the law of the Commonwealth of Pennsylvania and shall be binding on their respective successors and assigns;

13. That this agreement may be signed in separate parts by Mellon and ESASD and that an original or copy of this agreement may be filed in the Office of the Clerk of the Orphans' Court Division of the Court of Common Pleas of Monroe County, Pennsylvania;

14. That this agreement shall be binding on the respective successors and assigns of Mellon and ESASD.

EXECUTED AND SEALED the day and year first above written.

Attest:

BNY MELLON, N.A.

(Assistant) Secretary

By _____

Authorized Officer

Attest:

EAST STROUDSBURG AREA
SCHOOL DISTRICT

By _____

JEFF BADER

CHIEF FINANCIAL OFFICER

STATE OF :
: ss.
COUNTY OF :

On this, the ____ day of _____, 2017, before me, a Notary Public in and for said County and State the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of BNY MELLON, N.A., and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF PENNSYLVANIA :
: ss.
COUNTY OF MONROE :

On this, the _____ day of _____, 2015, before me, a Notary Public in and for said County and State the undersigned officer, personally appeared _____, who acknowledged himself to be the Chief Financial Officer of EAST STROUDSBURG AREA SCHOOL DISTRICT., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

**CONSENT AND JOINDER
OF
EAST STROUDSBURG AREA SCHOOL DISTRICT
TO
ADMINISTRATIVE TERMINATION OF SMALL CHARITABLE TRUST
AGREEMENT
UNDER SECTION 20 PA.C.S. 7740.3(d)**

KNOW ALL PEOPLE BY THESE PRESENTS, that:

WHEREAS, Thomas P. Rogers died on July 26, 1983, leaving a Last Will and Testament dated June 15, 1981 and Codicil thereto dated May 21, 1982 (hereinafter collectively referred to as "Last Will and Testament"), duly probated in the Office of the Register of Wills of Monroe County, Pennsylvania, on August 2, 1983, in Estate File No. 45-83-191, wherein and whereby he appointed as Executors thereof Thomas Richard Rogers and Arlene Rogers (hereinafter called "Executors") to whom Letters Testamentary were duly issued by said Register of Wills on August 2, 1983;

WHEREAS, Article Third A of the Last Will and Testament provides that one-sixth of the Residuary share should be held as follows:

"A. ONE-SIXTH (1/6th) of said residue, I give and bequeath unto SECURITY BANK AND TRUST COMPANY of Stroudsburg, Pennsylvania, IN TRUST nevertheless, to invest and reinvest said share in securities eligible for the investment of trust funds under the laws of the Commonwealth of Pennsylvania; the net income therefrom derived to be paid annually as determined by the faculty of EAST STROUDSBURG AREA HIGH SCHOOL, East Stroudsburg, Pennsylvania, to a student needy and deemed most worthy by said faculty for the purpose of helping defray the expenses of an advanced musical education for said student so chosen. This Fund shall be known as, 'THE CARRIE H. ROGERS MEMORIAL FUND' in Memory of CLEMENT WEIDINMYER."

WHEREAS, BNY Mellon, N.A. (hereinafter referred to as "Mellon"), as successor to Security Bank and Trust Company, has become Trustee of The Carrie H. Rogers Memorial Fund (hereinafter referred to as "Fund");

WHEREAS, on May 5, 1994, Mellon received a determination letter from the Internal Revenue Service which stated in part as follows relating to this trust fund:

"Based on information supplied, and assuming your operation will be as stated in your application for recognition of exemption. We have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

"We have further determined that, as indicated in your application, you are a private foundation within the meaning of section 509(a) of the Code..."

WHEREAS, 20 Pa.C.S. Section 7740.3 provides in part as follows:

“(d) Administrative termination of small charitable trusts. – A trust solely for charitable purposes having assets of less than \$100,000 may be terminated at its inception or at any time thereafter by the trustee with the consent of the Attorney General and all charitable organizations that are designated as beneficiaries by name in the trust instrument. Upon termination, the assets, subject to the approval of the Attorney General, shall be delivered to the organizations, if any, designated in the trust instrument or, if none, to organizations selected by the trustee, in either case to be held and applied for the general or specific charitable purposes and on the terms that will, in the trustee’s discretion, fulfill as nearly as possible the settlor’s intention.”

WHEREAS, Mellon desires to terminate the trust pursuant to 20 Pa.C.S. Section 7740.3(d) and to distribute the assets of the EAST STROUDSBURG AREA SCHOOL DISTRICT (hereinafter referred to as “ESASD”) to be held and applied for the charitable purposes as nearly as possible to carry out the intent of the testator/settlor Thomas P. Rogers;

WHEREAS, ESASD has agreed to accept the assets of the trust to be held and applied for the charitable purposes as nearly as possible as the intent of the testator/settlor Thomas P. Rogers;

WHEREAS, Mellon has prepared a Statement of Account of its administration of the Carrie H. Rogers Memorial Fund from December 11, 1985 to _____, which is attached as Exhibit “8” to “Administrative Termination of Small Charitable Trust Agreement under 20 Pa.C.S. Section 7740.3(d)” between Mellon and ESASD (hereinafter referred to as “Agreement”);

WHEREAS, ESASD requested that the trust assets be distributed to it without the formality of an accounting in the Orphans’ Court Division of the Court of Common Pleas of Monroe County, Pennsylvania, and waives the right to a formal accounting in order to save the expense, publicity and delay of a court accounting and Mellon is willing to make the distribution if this agreement is signed.

NOW, THEREFORE, School District, intending to be legally bound hereby, agrees as follows:

1. That the recitals are incorporated herein;
2. That School District has had an opportunity to review the Agreement and the Exhibits which are attached thereto;
3. That School District agrees to termination of the Trust/Private Foundation and to the distribution of the Fund to ESASD to be held applied for the charitable purpose as nearly as possible to carry out the intent of the testator/settlor Thomas P. Rogers;

4. That School District waives the preparation, filing and auditing of an accounting of the administration of this trust in the Orphans' Court Division of the Court of Common Pleas of Monroe County, Pennsylvania;

5. That School District does hereby accept and approve the accounting which is attached to the Agreement as Exhibit "8" with the same force and effect as if it had been duly filed in the Office of the Clerk of Courts and had been audited in the Orphans' Court Division, and had been adjudicated and confirmed absolutely and the amount paid to ESASD had been duly awarded to it;

6. That School District releases and discharges Mellon, in its corporate capacity as well as in its fiduciary capacity, from any and all claims and liabilities of every sort arising in any way out of the trust or the administration of the Fund;

7. That the School District will keep ESASD informed of the name and contact information of the person responsible nominating the scholars entitled to the scholarship, the institution the scholar plans to attend and the manner of making payment to the institution the scholar plans to attend.

EXECUTED and SEALED this ____ day of _____, 2017.

Attest:

EAST STROUDSBURG AREA SCHOOL
DISTRICT

(Assistant) Secretary

By _____
(Vice) President

STATE OF PENNSYLVANIA :
: ss.
COUNTY OF MONROE :

On this, the ____ day of _____, 2017, before me, a Notary Public in and for said County and State the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the (Vice) President of EAST STROUDSBURG AREA SCHOOL DISTRICT, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

**AGREEMENT TO ESTABLISH A
PERMANENT SCHOLARSHIP FUND OF EAST STROUDSBURG AREA SCHOOL
DISTRICT**

The East Stroudsburg Area School District Music Scholarship Fund

This agreement ("Agreement") to establish a permanent scholarship fund of the East Stroudsburg Area School District ("ESASD"), is made between ESASD and BNY Mellon, N.A. ("Mellon"), trustee for the Carrie H. Rogers Memorial Fund, a 501(c)(3) private non-operating foundation, EIN #23-2171552.

1. Creation of the Fund

(a) Initial Contribution. ESASD received an irrevocable gift from Mellon as detailed in Schedule A to create **The East Stroudsburg Area School District Music Scholarship Fund** ("Fund"). The fund shall be the property of the ESASD and is intended to be a component part of the ESASD and shall not be deemed a trust fund held by the ESASD in trustee capacity.

(b) Additional Contributions. Any other person or entity may make subsequent irrevocable gifts to the Fund at any time. Any such gifts shall be managed and administered as part of the Fund pursuant to the terms in the Agreement.

2. Purpose of the Fund

The purpose of the Fund is to provide grants for scholarships for students graduating from the East Stroudsburg Area High School District in accordance with criteria outlined in Schedule B attached hereto and made a part hereof.

3. Investment of the Fund

The assets of the Fund shall be held and invested in accordance with ESASD's investment policy which is based upon a long-term investment perspective. ESASD may commingle assets of the Fund with other funds of ESASD, but will maintain records identifying the value of and all activity allocable to the Fund. Asset management of the Fund, including control over the investment and reinvestment of Fund assets, will be exercised exclusively by ESASD.

4. Fees & Other Expenses

Administrative and investment management fees shall be charged to the Fund in accordance with ESASD's schedule of fees and consistent with charges assessed to similar funds of the ESASD. In the event ESASD is required to incur unanticipated administrative, legal, accounting or other professional expenses on behalf of the Fund, those expenses will be charged to the Fund accordingly.

3 ①

5. Grants

ESASD shall make grants from the Fund in accordance with ESASD's spending Policy.

6. Administration of the Fund

The Fund, and grants made from the Fund, shall be subject to the ultimate control and absolute discretion of ESASD. ESASD shall administer the Fund in accordance with the terms of this Agreement, under and subject to ESASD's governing instruments, as amended from time to time, and in accordance with procedures for the administration of similar funds of ESASD.

7. Irrevocable Nature of Agreement & Variance Power

This Agreement is irrevocable; it cannot be canceled or withdrawn. ESASD shall have the power, acting alone, to modify the terms of this Agreement to the extent necessary for the sole purpose of ensuring that the Fund qualifies as a component part of ESASD for federal tax purposes.

ESASD shall also have the right to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to specified organizations if, in the sole judgement of ESASD's school board, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served. Provided, however, the funds shall always be used to benefit students of the East Stroudsburg Area School District, and its successor, in the field of music.

8. Controlling Law

This Agreement shall be governed by applicable federal laws as well as by the laws of the Commonwealth of Pennsylvania. The sole and exclusive venue for the resolution of any and all disputes hereunder shall be the Court of Common Pleas of Northampton County, Pennsylvania.

IN WITNESS WHEREOF, ESASD and Mellon have executed this Agreement.

EAST STROUDSBURG AREA SCHOOL DISTRICT

By: _____
Jeff Bader, Chief Financial Officer Date

BNY MELLON, N.A.

By: _____
Authorized Representative Date

3/2

The East Stroudsburg Area School District Music Scholarship Fund

Schedule A

Date of irrevocable gift:

Description of assets received:

32

The East Stroudsburg Area School District Music Scholarship Fund

Schedule B Procedures and Guidelines for Scholarships

1. Scholarship Name: The East Stroudsburg Area School District Music Scholarship

2. Projected Number of Scholarships and Amounts:

3. Eligibility & Criteria

- Any graduating senior from the high schools within the East Stroudsburg School District ("District") who will be enrolled at an accredited college or university for the purpose of obtaining a degree in the field of music education.
- Applicants will be evaluated based on the taxable income of the applicant's family, the applicant's instrumental and choral music activities and teacher recommendations in accordance with the District's Administrative Policy & Procedures document attached.

4. Application & Selection Process

- Students will be required to complete an application provided by the District's Guidance Department.
- The District will be responsible for coordinating the application and selection process. This includes advertising the availability of the scholarship application, collecting applications and selecting recipients in accordance with the District's scholarship procedures.

5. Awarding of Scholarships

- The scholarship award recipients will be announced annually at the District's graduation ceremony or other appropriate ceremony.
- ESASD will issue all scholarship awards directly to the colleges/universities the recipients will be attending.

33

**EAST STROUDSBURG AREA SCHOOL DISTRICT
Independent Contractor Agreement**

To be used when contracting with an out of District consultant or contractor for professional services

THIS AGREEMENT is made this 21st day of August, 2017, by and between:

EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") with its principal office located at 50 Vine St. East Stroudsburg, PA 18301

AND

Douglas Arnold, Ph. D. (the "Contractor")

In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Nature of Position

- (a) District will engage Contractor and Contractor will accept such engagement as is outlined in Schedule A and will undertake and perform such duties and services as are set forth in Schedule A and as may reasonably be further assigned to him/her by the Board of School Directors or by its Superintendent, or her/his designee.
- (b) Contractor will be engaged as an independent contractor, for whom the District will make no PSERS contribution, and not an employee of the District and, except as otherwise provided in Schedule A, will determine his/her own method of operation in accomplishing such tasks as may be assigned. Contractor will not be entitled to receive any compensation, commissions or benefits other than those expressly provided in this Agreement.

2. Scope of Duties

- (a) Contractor shall provide contracted services as outlined in Schedule A.
- (b) Contractor certifies that he/she has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof.

3. Breach of Agreement

The Contractor and the District agree that Monroe County Magisterial District Court 43-2-02 and/or the Court of Common Pleas of the 43rd Judicial District, Monroe County, Pennsylvania shall have venue and jurisdiction over any dispute or

SCHEDULE A

Description of Service to be performed (be specific):

Serve as the home education program hearing examiner for the 2016-2017 school year in accordance with the provisions of Policy 137 and 24 PS 13 § 13-1327.1. (Such hearings are conducted after the close of the 2016-2017 school year, but prior to the first day of school for the 2017-2018 school year.)

Location of Services:

Carl T. Secor Administration Center
50 Vine St
East Stroudsburg PA 18301

Effective Date: August 9, 2017-August 25, 2017

Professional Fee:

a) Rate (Daily/Hourly/Other): \$ _____
Time (Days/Hour/Other): _____
Total Cost: \$ _____

b) Fixed Rate: \$ 400.00

c) Are expenses included? ☒ YES ☐ NO
If no, please itemize:

Budget Code: _____

Department: Board Services

District Initiator: William R. Riker, Ed. D.

Authorization for Payment: _____ Date: _____

Purchase Order # _____

East Stroudsburg Area School District
Phone: (570) 424-8500 – Fax (570) 421-4968

JUL 31 2017

Contract For In-District Personnel Presentation

Name of Presenter Lori Barry AUG 1 2017
Date(s) of Presentation Aug 16, 2017
Presentation Title ESL @ ESASD
Purpose of Presentation inform inductees
Total Time Required for Presentation 1 1/2 (hours)
Presentation Facility Admin. board room
Maximum Number of Participants N/A
Total Estimated Cost of Proposed Presentation \$150.00

Budget Account Number to be Charged _____

Audio/Visual Equipment Needed laptop w/ projector

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature [Signature] Date 8.1.17
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 7/27/17
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent
for Curriculum and Instruction [Signature] Date 8/1/17
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

- White – Business Office (payroll) for payment
- Green – Human Resources – Place in Presenter's File
- Canary – Staff Development Secretary
- Pink – Initiator
- Goldenrod - Presenter

36

East Stroudsburg Area School District

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract For In-District Personnel Presentation

Name of Presenter Scott Hnasko JUL 31 2017
AUG 1 2017
Date(s) of Presentation Wednesday, August 16, 2017
Presentation Title ESASD E-mail / Sapphire / Internet Training
Purpose of Presentation New teacher induction workshop
Total Time Required for Presentation 1 hr, 30 min
Presentation Facility Computer lab in ESHS - South
Maximum Number of Participants however many inductees there are
Total Estimated Cost of Proposed Presentation \$150.00

Budget Account Number to be Charged _____

Audio/Visual Equipment Needed Computer connected to an LCD Projector

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the presenter.

Initiator Signature [Signature] Date 8/1/17
Initiator sends to Presenter to sign.

Presenter Signature [Signature] Date 7/28/17
Presenter sends to Assistant Superintendent for Curriculum and Instruction Office.

Assistant Superintendent for Curriculum and Instruction [Signature] Date 8/1/17
Send all copies to the Superintendent's Office.

After Board Approved

Superintendent _____ Date _____
Send all copies to the Initiator.

Upon Completion of Presentation the Initiator will complete.

Comments on services _____

Total due presenter _____ Approved for payment _____

Initiator will distribute the copies:

White – Business Office (payroll) for payment
Green – Human Resources – Place in Presenter's File
Canary – Staff Development Secretary
Pink – Initiator
Goldenrod - Presenter

37



**PO Box 181
Nazareth, PA 18064
Phone (610) 365-8850
Fax (610) 365-8852**

**LEHIGH LEARNING ACADEMY
EAST STROUDSBURG AREA SCHOOL DISTRICT
PROGRAM PLACEMENT AGREEMENT**

The Parties:

Approved Private Provider- Lehigh Learning Academy (hereinafter referred to as "LLA"), with its principal office at 113 S. Main Street, Nazareth, Pennsylvania

Public School District - East Stroudsburg Area School District (hereinafter referred to as "School District") with its principal office at 50 Vine Street, East Stroudsburg, Pennsylvania.

The Premises:

WHEREAS, LLA is a private educational organization that, among other things, provides educational services to Students with Special Needs and At-Risk Youth and is authorized to enter into contractual arrangements with local school districts to provide educational services, including special education services to such Youth; and

WHEREAS, LLA has developed a specific educational program to educate Students with Special Needs and At-Risk Youth (the "Program"); and

WHEREAS, School District desires to place certain of its Students with Special Needs and At-Risk Youth with LLA to be educated by LLA; and

WHEREAS, LLA and School District have entered into a contractual arrangement, as further described herein, wherein School District will have certain placement rights regarding the Students with Special Needs and At-Risk Youth that School District desires to transfer to LLA for placement in the Program;

The Agreement:

NOW THEREFORE, in consideration of the Premises and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party, LLA and School District, intending to be legally bound, agree as follows:

1. **DEFINITIONS.** The following definitions apply to the terms this Agreement:

- a) Term. The Term shall be the 2017-2018 School Year;
- b) Program. Program is LLA's Program for Students with Special Needs and At-Risk Youth;
- c) School District. School District shall be defined collectively as the Administration and Senior High Schools of the East Stroudsburg, Pennsylvania Area School District, acting by and through their authorized employees, agents and representatives;
- d) Student. Student shall be defined as a student enrolled at School District
- e) Seat. Seat shall be defined as the cost for one Student to attend the Program for one Term. The cost of each Seat under this Agreement is as follows:

Regular Education: \$107.17 per school day (Based on 173 billable days per year.)

Special Education: \$117.57 per school day (Based on 173 billable days per year.)

2. MATRICULATION RIGHTS. School District shall have the right to matriculate the number of Students that may be agreed upon by LLA and School District during the Term under the following terms and conditions:

- a) School District shall certify to LLA that the Student is a student of the School District as defined in this Agreement and shall provide to LLA all pertinent information reasonably required by LLA regarding the Student; and
- b) LLA reserves the absolute right in its sole discretion to reject placement of any Student(s).

3. FEES; PAYMENT. School District shall compensate LLA for the Program services rendered to Students, as follows:

- a) LLA will submit a monthly invoice to School District; and
- b) School District shall make prompt payment for each invoice received.

4. THIS AGREEMENT will be valid throughout the Term.

5. COMPLIANCE - PDE GUIDELINES. LLA and School District warrant to each other that during the Term they shall both be and remain in compliance with all applicable guidelines, requirements and mandates issued by the Commonwealth of Pennsylvania, Department of Education (the "PDE"), or any other applicable statute or ordinance regarding all aspects of Program.

a) Upon written request by School District, LLA shall provide to School District, within ten (10) days after LLA's written receipt of such request, duly notarized and true and correct copies of the original permits, licenses and/or approvals issued by PDE; and

b) SPECIAL EDUCATION PROVISIONS – LLA will provide (a) certified Special Education teacher(s) to implement any Special Education requirements.

6. INSURANCE: LLA agrees to provide proof of liability and risk insurance in an amount equal to or greater than \$750,000.00 in which LLA names the School District as an additional insured. For purposes of this Agreement, a well-rated insurance carrier, protected by the Pennsylvania Guaranty Fund or otherwise deemed secure and stable by another similar and well recognized stability index, shall be deemed an acceptable liability insurance carrier. In addition to the liability insurance coverage, LLA agrees to provide and maintain at all times during the term of the Agreement, Worker's Compensation insurance. LLA does not have any volunteer employees, but to the extent any volunteers are utilized by LLA, LLA shall procure mutually acceptable volunteer insurance. LLA further agrees to provide School District with proof of said insurance during the Term, upon receipt of written request therefor.

7. INSOLVENCY OF School District: If School District is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this Agreement shall automatically terminate upon the election of LLA and payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to LLA within (10) days. If said payment is not received, all School District Students shall not be entitled to continue to be matriculated at LLA and each Student's records shall be forwarded by LLA to School District. If said payment is received, the matriculated School District Students shall be entitled to remain for the remainder of the applicable Term.

8. ACCESS: LLA agrees that the School District shall have access, at agreeable dates and times, to the records and facilities of LLA to ensure that LLA is in compliance with all applicable Federal, State and Local laws, regulations, provisions, statutes and ordinances. School District agrees that LLA shall have access, at mutually agreeable dates and times, to the records and facilities of School District to ensure that School District is in compliance with all applicable Federal, State and Local laws, regulations, provision, statutes and ordinances.

9. TERMINATION BY SCHOOL DISTRICT: School District and LLA agree that the School District retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by LLA.

10. TERMINATION BY LLA: LLA retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty (30) day opportunity to cure said default by EAST STROUDSURG AREA School District, for any of the following reasons:

- a) One or more material violations of this Agreement;
- b) Failure to timely comply with the requests for information regarding any matriculated Students or failure to cooperate with any staff regarding matriculation procedures set forth herein;
- c) Failure to make any payment hereunder or pay any LLA invoice when due;
- d) Violations of any provisions of state or federal law from which School District has not been exempted; and
- e) The School District or the School District Board of School Directors has been indicted for and convicted of fraud.

11. COMPLIANCE WITH STATE REGULATIONS: LLA agrees that as a Private Alternative Education Institution it must comply with all of the statutory requirements identified in 24 P.S. 1902-E(3). School District and LLA agree that they shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

12. ASSIGNMENT: LLA and School District agree that this Agreement may not be assigned by LLA or School District and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the School District.

13. COMPLIANCE: Both parties agree that this Agreement is subject to all applicable Federal, State and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education and the Federal Government.

14. SEPARABILITY: Both parties agree that in the event that any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

15. MISCELLANEOUS: This Agreement may be executed in counterparts. Facsimile copies of signatures shall serve as acceptable substitutes for original signatures, and shall be legally binding. By executing this Agreement, each party hereto ratifies that all necessary Board action has been approved and obtained prior to the execution hereof and each party shall be entitled to rely upon the compliance with said rules, regulations and statutes. All notices required under paragraphs 10 or 11 of this Agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following parties at the addresses set forth on page one (1) of this Agreement.

16. ENTIRE AGREEMENT: This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties.

17. NONDISCRIMINATION: LLA agrees that LLA will abide by all federal and state laws prohibiting discrimination in admissions, employment and operation of the basis on disability, race, creed, gender, national origin, religious ancestry, need for special education services, subject to LLA's right to receive waivers from the same or LLA's statutory or regulatory rights of noncompliance.

IN WITNESS WHEREOF, we the undersigned enter into the above written Agreement.

LEHIGH LEARNING ACADEMY

SCHOOL DISTRICT



Dated: 8/21/17

Dated: _____

41

Letter of Agreement

East Stroudsburg Area School District Pocono Services for Families & Children Head Start Program

Effective Date: **July 1, 2017 to June 30, 2018**

East Stroudsburg Area School District Buildings: Middle Smithfield Elementary, Resica Elementary, and Smithfield Elementary.

This Letter of Agreement is subject to the terms and conditions below and is contingent upon the receipt of funding for Pocono Services for Families & Children/Monroe County Head Start under the Health & Human Services (HHS) Grant and the Head Start Supplemental State Program (HSSAP) Grant. Failure to receive total funding voids this Agreement

A new Agreement will be negotiated upon receipt of partial funding. If no Agreement can be reached in such case, the Program will not be implemented.

This Agreement can also be voided at any time by either party by providing the other party with thirty (30) days written notification.

Terms and Conditions

1. Staffing — Teacher and Teacher Aide(s) hired by Head Start utilizing PSFC funds.
 - There will be an a.m. class with a maximum of 17 Head Start Students at Middle Smithfield Elementary.
 - There will be an a.m. classes with a maximum of Head Start Students at Resica Elementary.
 - There will be two full-year, full day classes with a maximum of 20 students each at Smithfield Elementary, as well as an afternoon class 2 days per week for 15 children.
2. Curriculum — Creative Curriculum for Young Children, Second Step, and Handwriting Without Tears.
3. Assessments — GOLD. The cost of the online assessment will be paid by Head Start utilizing PSFC funds. IGDI — The cost of materials and online data management will be paid by School District through the Keystones to Opportunity Grant.
4. Health — All required Head Start Health Services and Screenings will be provided by Head Start Health Coordinator and Teachers.
5. Nutrition — Children's meals provided by the School District and billed to the School meal Program. Snack will be provided by the Head Start. The Head Start Nutrition Consultant and Nutrition manager will provide additional oversight. Adult meals are billed directly to Head Start utilizing PSFC funds.
6. Special Needs — Will be provided by Head Start El and Behavioral Health Managers in conjunction with Colonial Intermediate Unit #20 and the School District. CWBS staff of Head Start will also provide services.
7. Social Services — Recruitment will be the joint responsibility of School District and Head Start. Eligibility determination and selection will be the responsibility of Head Start.

8. Parent Involvement — Will be solely the responsibility of Head Start Staff. Parents will be cleared for entry into School District Property by the School District to volunteer and for Parent Visits. If background checks are required it will be the responsibility of Head Start at Head Start expense utilizing PSFC funds.
9. Career Development — Pre-Service and In-Service Training including Child Development Association (CDA) Credential and college courses for credits are the responsibility of Head Start utilizing PSFC funds. Head Start staff will participate in PD opportunities by the School District as appropriate at no cost.
10. Equipment — (Classroom) Provided by the School District and Head Start. (Playground) Provided by the School District at no cost to Head Start.
11. Supplies — Provided by Head Start utilizing PSFC funds.
12. Space — Provided by School District at no cost to Head Start.
13. Utilities — Utilities are provided by the School District at no cost to Head Start.
14. Maintenance — Including snowplowing and garbage removal provided by School District at no cost to Head Start.
15. Repairs to Facility and Equipment — Provided by School District at no cost to Head Start.
16. Classes will be provided utilizing the Head Start Calendar (160 days at 4-5 hours per class) for Resica and Middle Smithfield, and 235 days at 5 hours per class for Smithfield.
17. School Closings due to inclement weather will be at the discretion of the Superintendent of Schools.

Mr. Gary Summers
President, Board of Education

Date

Mr. Tim Lee
Executive Director

Date

Dr. William Riker
School Superintendent

Date

Ms. Sandy Shay
Program Director

Date

EAST STROUDSBURG AREA SCHOOL DISTRICT

Phone: (570) 424-8500 – Fax (570) 421-4968

Contract for In-District Services

Name of Provider: Tanice Rodriguez Employee # 7836

Date(s) of Services: September 20, 2017 through May 30, 2018, up to 30 Weekly

Sessions

Title of Presentation/Service: ESL Parent Academies

Purpose of Presentation/Service: Presenter – Adult ESL Literacy Outreach Workshops

Total Time Required for Presentation/Service: 2.5 hours of instruction and 1 hour of prep per session, not to exceed 105 hours.

Presentation/Service Facility: Resica Elementary

Maximum Number of Participants: 35

Presentation/Service Rate: \$28.56 per hour

Total Estimated Cost of Proposed Presentation/Service: Not to exceed \$2,998.80

Budget Account Number to be charged: 10-3310-121-471-00-000-000-205-9197 (Title III Grant)

Audio/Visual Equipment Needed: White board, projector, screen, computers

Attach supply requisitions for suggested materials. Purchase Orders will be issued for approved items.

If numbers of participants do not warrant the participation or if there is inclement weather, no fee will be paid to the provider.

Signature of Initiator: Angela Byrne

Initiator sends to Provider to sign

Signature of Provider: Tanice Rodriguez

Provider sends to Assistant Superintendent for Curriculum & Instruction

DATE

DATE

Approvals:

Assistant Superintendent

For Curriculum & Instruction: Juan R. Moran

Send to the Superintendent's Office

DATE

After Board Approved

Board Approval Date _____

Superintendent: _____

Send back to the Initiator

DATE

Upon Completion of Presentation/Service the Initiator will complete.

Comments on services _____

Total due provider _____ Approved for payment _____

Initiator will distribute the copies:

- ☐ Business Office (payroll) for payment
- ☐ Human Resources – Place in Presenter's File
- ☐ Staff Development Secretary
- ☐ Initiator
- ☐ Provider

44

PRINTED 3/10/2016 8:04 AM

TO: Supr's Office 8/21/17



August 18, 2017

East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

Attention: Eric Forsyth, Director of Administrative Services

Subject: Sapphire Training Services Proposal

K12 Systems is pleased to submit this proposal for your review and consideration as follows:

Scope of Consulting / Training

Course 602: Student Services

Section 504 Processing

Prerequisites

- Setup user accounts and security groups for all attendees

Objective(s)

- Understand application menu system
- Review Student History and Section 504 Documents.

Topics

- Review news and announcements
- Search for students using advanced student search feature
- Perform quick lookup
- Navigate Student Services Dashboard
- Understand document processing and flow
- Use rich text editor and clip text
- Access supplemental documents
- Review Section 504 processes

It is SapphireK12's recommendation that each course be attended for the full course.

This training will take place from 8:30am to 2:00pm with a one hour break for lunch. The training will take place at the district on Thursday, 8/24/2017.

45



SAPPHIRE™

SOFTWARE

Cost:

1 Day Consulting / Training: \$900

- Customer is responsible for reimbursing K12 Systems for all travel related expenses (including meals and lodging as required) associated with on-site installation, training, or support services. Customer will be billed an amount equal to the *actual* costs incurred by K12 Systems.
- Customer will be responsible for non-recoverable costs relating to confirmed consulting/training(s) which have been cancelled by the Customer.

Terms:

Net 30 days – per proposal

Approvals:

Please sign and email to bill.newill@sapphirek12.com or Fax to (610) 366-9017

Signature

Title

Date

This becomes a valid order upon signature.

46

1

DELUXE FOR BUSINESS 1-800-888-6121

COLONIAL INTERMEDIATE UNIT 20
A Regional Service Agency
6 Danforth Drive
Easton, Pennsylvania 18045-7899

CONTRACT FOR SERVICE
(REVENUE GENERATING)

This contract is entered into by Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, Pennsylvania 18045-7899 and East Stroudsburg Area School District, 50 Vine Street, East Stroudsburg, PA 18301, (570) 424-8500. East Stroudsburg Area School District will utilize Colonial Intermediate Unit 20 to provide an associate teacher for direct, one-on-one services at the following location:

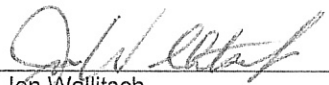
Middle Smithfield Elementary –Autistic Support

The total cost for said services shall not exceed \$40,237.20. This contract is in effect for the 2017-2018 school year.

East Stroudsburg Area School District will be billed for services rendered by Colonial Intermediate Unit 20.

Unemployment cost will be charged to the School District if Colonial Intermediate Unit 20 is unable to reassign the position.

The signed contract must be returned to Mr. Jon Wallitsch, Director of Fiscal Affairs, at the Intermediate Unit Office.


Mr. Jon Wallitsch
Director of Fiscal Affairs

8/21/17
Date

East Stroudsburg Area School District
Superintendent

Date

Federal ID Number

To comply with Federal laws, State laws, and State Department of Education regulations concerning equal rights and opportunities and to assure these within our Intermediate Unit, the Colonial Intermediate Unit 20 declares itself to be an equal rights and opportunities agency. As an equal rights and opportunities agency, it does not discriminate against individuals or groups because of race, color, national origin, religion, age, sex and disabilities as defined by law. The Intermediate Unit's commitment to non-discrimination extends to students, employees, prospective employees, and the community.

Successful performance and affirmative action program efforts will provide positive benefits to the Intermediate Unit through fuller utilization and development of previously underutilized human resources. Coordinator of Title IX, Section 504 and ADA is The Director of Human Resources and Research Services, Colonial Intermediate Unit 20, 6 Danforth Drive, Easton, PA 18045, (610) 515-6405, TDD/TTY Hearing Impaired (610) 252-3786.