

April 6, 2006

SENT BY E-MAIL AND REGULAR MAIL

Dr. John Sechriest
Warren County School District
Curwen Building, 185 Hospital Drive
Warren, PA 16365

RE: Art Smart II Contract

Dear Dr. Sechriest:

In its letter from Angela Onderko, Edinboro University was seeking three changes to Appendix A of the contract. The first requested change was that the severability clause be removed because the University no longer uses severability clauses in its contracts. Arthur and I both agreed that it was acceptable to remove the clause. Therefore, the final version of the proposed contract does not contain this clause. .

The second requested change was that the University not be required to consent to jurisdiction in any court in Pennsylvania because jurisdiction over the University is limited by state law. Arthur and I again agreed that it was acceptable to make this modification to the contract. Therefore, the final version of the proposed contract does not require the University to consent to jurisdiction in any court in Pennsylvania.

The final suggested change was that the termination clause be amended so that only the University had the right to terminate the contract either for convenience or cause. This change was not acceptable because we strongly felt that the termination clause should be reciprocal. Therefore, the final version of the proposed contract does not include this change, and the terms permit both the District and the University to terminate the contract either for convenience or cause.

Having reviewed the final version of the proposed contract as modified, it is our conclusion that the contract is now ready to be presented to the Board for approval. Please contact me should any further questions or issues arise.

Very truly yours,

Christopher M. Byham

CMB/cmb
cc: John Grant
Hugh Dwyer
Jacki Nuttall