

MEMORANDUM OF AGREEMENT FOR ENDOWED FUNDS

to establish at Westtown School

The Thomas S. Brown Endowed Chair in Faith and Practice

Name of Fund: The Thomas S. Brown Endowed Chair in Faith and Practice Fund

Purpose of Fund: This endowment fund corpus and earnings are restricted to support a named faculty position at Westtown School whose incumbent will preserve and strengthen the Quaker heritage of Westtown School and help translate contemporary Quaker thought and Faith into daily practice at the School. As the Fund grows, it will eventually provide compensation to support a part-time faculty member, then a full-time member and ultimately more than one faculty. These faculty will facilitate decision-making focused on Quaker values at the Board level and with all administration and faculty, and will work collaboratively across disciplines to develop action items with the Board, faculty, administration, students, the Spiritual Life Committee, parents, the Quaker community and others to advance and make evident the Quaker mission of the School.

Fund Dedication:

This Endowed Fund is named in honor of Thomas Shipley Brown, who had a deep and profound influence on Quaker thought and practice at Westtown over a span of more than 80 years.

Tom Brown graduated from Westtown in 1929, and earned a Bachelor's at Haverford College and a Master's at Harvard. He returned to Westtown in 1936 to teach Latin and Bible, and later English. Master Tom was affectionately known as "TSB" by the thousands of Westtown students whose lives he influenced. Who could forget his admonitions to not split an infinitive?

As a Conscientious Objector during WWII, he served his alternative service teaching at Westtown, and was instrumental in starting the Work Program to fill the ranks of staff called up to serve the war effort. Master Tom served as Dean of Boys and head soccer coach, and started the tradition of taking a snow day in mid-winter to build a long sledding track down to the Lake. Another fine winter day would find him at the Lake showing off his skills and teaching young Westonians to figure skate.

His life was built upon service to others, and he exemplified the concepts of putting faith into daily practice. He worked with the American Friends Service

Committee, helped build and shape the Westtown Monthly Meeting and played key roles as Clerk of the Philadelphia Yearly Meeting, representing that Meeting in London and Amsterdam at the World Council of Churches. He served as the first Executive Director of the Friends Council on Education and was on the Board of Pendle Hill.

Tom Brown demonstrated his life-long passion for Quaker teaching and learning not only at Westtown, but also as Head of Olney Friends School, and as a professor at Earlham College. He served on the General Committee for Westtown School for twelve years after which he was appointed emeritus member. Later, he was active in his Quaker retirement community at Kendal at Longwood.

Today, if one asks “What does it mean to be a Quaker?” one only needs to look at the rich and spirit-led life of Thomas Shipley Brown to see how one could bring Quakerism alive by translating Faith into Practice.

The Initiators of this Fund are privileged to have known Master Tom, and to have worked with him at Westtown as our teacher and mentor, as he facilitated the transfer of Quaker values from Meeting for Worship to the classroom, to the playing field, to the Work Program, to the dining hall, and to the dorm, to help shape our lives as we now answer the call to translate our own Faith into Practice.

Terms and Conditions:

1. The corpus of this Fund is restricted in perpetuity and may not be expended.
2. The corpus of the Fund shall be invested in perpetuity by Westtown School according to the investment policies of the Board of Trustees, and may be commingled with other funds of the School for investment purposes with the understanding that social responsibility considerations justify emphasis on investments that reflect the use of capital in producing goods and services that are beneficial and useful to people and to peacetime industry. The Initiators of this Fund prefer not to invest in companies that are harmful or of doubtful value in a well-ordered society, including companies whose management appears callous and irresponsible in dealing with shareholders, employees, customers, their communities and the environment.
3. Investment funds managed by Westtown School are intended to be exempt from the registration requirements of the federal securities

laws pursuant to the exemption for collective investment funds and similar funds maintained by charitable organizations under the Philanthropy Protection Act of 1995 (PL 104-62).

4. If this fund does not meet the required minimum funding level of \$100,000 for a partial Chair as specified by the Westtown School's Board of Trustees within ten (10) years from the date of this agreement, this endowment shall remain restricted and shall be used in a manner consistent with the original intent of the Initiators of the Fund for the Endowed Chair in Faith and Practice. See Addendum I – *Areas of Influence*.
5. Interest accrued by the Fund shall be added to the fund corpus until the Fund reaches a market value of \$100,000, at which time the interest of this Endowment will be used to support Westtown faculty in Faith and Practice, initially part-time, then full-time and ultimately for more than one faculty member. (See attached Addendum I "*Areas of Influence*" for examples of activities coordinated by the Chair.)
6. Additional assets may be added to this Endowment by contribution, by transfer of other funds held by Westtown School, or otherwise. Assets transferred to this Fund are irrevocable gifts to this Endowment. Such additional assets shall not contain restrictions, conditions, or designations which are inconsistent with the intent of the Fund initiators as embodied in this memorandum. Assets transferred to the Endowment may be in the form of: cash, securities or bonds, vested charitable remainder trust or charitable gift annuities, life insurance proceeds, estate bequests, proceeds from pledges not to exceed five years, interest in real or other personal property or any other gifts or bequests that donors may designate for the purpose outlined in this memorandum.
7. Donated assets must be acceptable to the Investment Committee of the Board, and Westtown School in its sole discretion is authorized to sell, exchange, or otherwise dispose of any securities or other property held by it for this Fund at any time hereunder and to deliver such instruments as may be required by either a transfer agent, exchange, or other entity effecting such transfer.
8. Spending of the investment income of the Fund for the purposes stated above shall be limited to the distribution amount that is approved for each current year by the Board of Trustees pursuant to its endowment spending policy.

9. Westtown School will manage the Fund in accordance with all laws of the Commonwealth of Pennsylvania and federal laws which govern such funds and may apply its spending policy, as may be modified by time to time, to the Fund.
10. Assets in this Fund may not be used to satisfy any debts or obligations of Westtown School, except those incurred in carrying out the intent of the Endowment. Assets may not be pledged as collateral in any transactions of the School, and may not be attached by any other legal means or for any other purposes whatsoever.
11. This memorandum shall be irrevocable and the Initiators and donors hereby expressly acknowledge that they shall have no right or power either alone or in conjunction with others and in whatever capacity to revoke or terminate this memorandum; provided, however, nothing herein contained shall be interpreted so as to prevent donors from making further contributions to this Endowment.
12. Primary contact for this Fund shall be the below signed Initiators of the Fund from the date the Memorandum is signed and for the first five (5) years following the date the Fund reaches \$100,000. The Initiators of the Fund hereby appoint a Primary Stewardship Contact to take office five (5) years from the date the Fund reaches \$100,000, and a Secondary Stewardship Contact for the Fund to act on behalf of multiple donors to the Fund in the future in any matters regarding the Fund. In the event that the Primary Stewardship Contact is unable to serve or declines the appointment in the future, the Secondary Stewardship Contact will become the Primary Stewardship Contact.
13. All decisions by Westtown School regarding the expenditures from this Fund shall be made in a manner consistent with the original intent of the Initiators, and consistent with Westtown's policies and procedures, including the endowment spending policy, now in effect or as it may be amended from time to time. Westtown's determination as to the Fund's principal and fair market value and expenditures of the Fund shall be binding.
14. In the event of the dissolution of Westtown School, its sale, merger or change in structure, or if it abandons its Quaker mission, or in the event the School ever ceases to be a qualified charitable organization described in Internal Revenue Code sections 170(c) and 501 (c)(3), as amended, the assets of the Fund, after payment or making provision for payment of any liabilities properly chargeable to the

Fund, contrary to provisions of the distribution for corporate assets as provided in the Westtown School articles of incorporation and its amendments, shall be divided equally between the Friends General Conference (Philadelphia, PA) and the Friends Council on Education (Philadelphia, PA) for the purpose of advancing and promoting Quaker education. If the either one of these organizations is not then in existence, or has ceased to be a qualified charitable organization, the balance of the Fund may be distributed to the surviving organization. If neither of these organizations is then in existence, or has ceased to be a qualified charitable organization, then such assets shall be distributed to the American Friends Service Committee (Philadelphia, PA) or another similar organization engaged in Quaker outreach, education or relief that satisfies the requirements of a qualified charitable organization and serves purposes similar to those for which the Fund was established.

15. This constitutes the full and complete agreement by and between the parties, and all oral agreements and/or discussions are merged herein and are null and void hereafter to the extent that they are in conflict with the terms of this document. In no event shall this memorandum be treated or interpreted as creating a separate trust. No changes, alterations, additions, modifications, or qualifications shall be made or had in the terms, conditions, or provisions of any paragraph or any item of this memorandum, nor shall any amendment, modification or alteration be permitted that would result in this Endowment being treated as a separate trust or that would affect the status of Westtown School as an organization qualified under Section 501(c)(3) of the Code.
16. The School shall report to the Fund Initiators and the Primary Stewardship Contact annually on such matters as the value of the Fund corpus, annual interest earned, the fair market value of the Fund and Fund expenditures. Such reporting may be done in writing or by electronic mail. After five (5) years from the inaugural date of this Fund, the Initiators may choose to continue to receive annual updates, or may each designate a successor to receive such updates annually.
17. This memorandum may be executed in one or more counterparts (including facsimile signature), each of which shall constitute an original document and all of which taken together shall constitute one and the same instrument.

Initiator Declarations

We have read and understand the terms of this Memorandum of Agreement and agree to all of its terms. We further understand and agree that the fund's principal is restricted in perpetuity, and the income and appreciation may be expended to the extent provided above.

We further declare that Westtown Monthly Meeting or its successor is named in perpetuity as the Primary Stewardship Contact for the Fund effective in five (5) years from the date the Fund reaches \$100,000.

In the event that the Primary Stewardship Contact is unable to serve or declines to serve in the future, the Secondary Stewardship Contact, The Concord Quarterly Meeting of the Philadelphia Yearly Meeting, will become the Primary Stewardship Contact.

This Endowment Fund is established by the Westtown Class of 1963 by the following Initiators:

<i>Initiator Signature</i>	Dori Dietz Blitz	
	<i>Initiator Name (Printed)</i> 312 Albemarle Road, Brooklyn, NY 11218-2310	<i>Date</i>

<i>Initiator Signature</i>	Jane Elliot	
	<i>Initiator Name (Printed)</i> 1941 Redwood Drive, Martinez, CA 94553	<i>Date</i>

<i>Initiator Signature</i>	Laurence K. Flaccus	
	<i>Initiator Name (Printed)</i> 1394 Mohawk Trail, Shelburne, MA 01370	<i>Date</i>

<i>Initiator Signature</i>	Tim James	
	<i>Initiator Name (Printed)</i> 21 Tanguy Road, Glen Mills, PA 19342	<i>Date</i>

<i>Initiator Signature</i>	Nancy V. Lagana	
	<i>Initiator Name (Printed)</i> 303-980 West 22 nd Ave., Vancouver V5Z2A1, British Columbia, Canada	<i>Date</i>

<i>Initiator Signature</i>	Thomas Nathaniel Rie	
	<i>Initiator Name (Printed)</i> 700 Lower State Road, Apt 5B3, North Wales, PA 19454	<i>Date</i>

<i>Initiator Signature</i>	Elizabeth Shields-Phillips	
	<i>Initiator Name (Printed)</i> 2020 Forest Dale Drive, Silver Spring, MD, 20903	<i>Date</i>

On behalf of the Westtown Monthly Meeting the undersigned duly authorized representative understands the responsibilities of the Meeting to serve as Primary Stewardship Contact for this Fund and agrees to accept these responsibilities.

Representative Signature _____ *Title* _____ *Representative Name (Printed)* _____ *Date*

On behalf of the Concord Quarterly Meeting the undersigned duly authorized representative understands the responsibilities of the Meeting to serve as Secondary Stewardship Contact for this Fund and agrees to accept these responsibilities.

Representative Signature _____ *Title* _____ *Representative Name (Printed)* _____ *Date*

On behalf of Westtown School, the undersigned duly authorized representatives hereby acknowledge and agree that all funds received by Westtown hereunder shall be expended in accordance with the terms of this Memorandum of Agreement.

Westtown Head of School Signature John W. Baird, Head of School
Name (Printed) _____ *Date*

Westtown Chief Financial Officer Signature Karen Illig, Chief Financial Officer
Name (Printed) _____ *Date*

Clerk, Westtown Board of Trustees Signature Jonathan Evans, Clerk
Name (Printed) _____ *Date*

Director of Advancement Signature Ellen Gilbert, Director of Advancement
Name (Printed) _____ *Date*

Addendum I: Areas of Influence

Westtown Endowed Chair in Faith and Practice

Areas of Influence

In the history of Quakerism, education and religious practice are consistently and completely intertwined. The subtle, deep spiritual sense that characterizes Quakerism also infuses the educational and extracurricular practice at Westtown.

The Chair and associated faculty in Faith and Practice serve as catalysts to energize and preserve the Quaker heritage of Westtown School and put contemporary Quaker thought and faith into daily practice.

Faith and Practice Faculty work to ensure the continuity of Quakerism as the school grows and changes, and they make clear the connection between the practice of Quakerism and that of education. The Chair and associated faculty serve as beacons of spirituality in students' lives.

The work of the Chair and faculty in Faith and Practice is characterized by collaboration across disciplines. They examine curricular and extracurricular offerings and campus operations through the lens of Quaker values, and seek innovative ways to involve students and other constituents in the school's Quakerism mission, reporting back regularly on progress. They strengthen ongoing activities and launch initiatives, basing activities on interaction with faculty, administration, the Board, alumni, students, the Spiritual Life Committee, parents and others in the greater Westtown community.

Note: the position of Chair in Faith and Practice is conceived from the beginning as flexible. The endowment may begin by supporting a part-time faculty position, and as the endowment grows it will be able to support a full-time position. From time to time, more than one person may share the position, yet it might revert to one individual under different circumstances, depending on the needs of the School.

Typical areas influenced by the Chair/Faculty in Faith and Practice may include but not be limited to:

- To Collaborate:
 - with faculty from lower, middle and upper schools to weave Quaker tenets into the curriculum so that Quakerism can support every educational and extracurricular activity;
 - with student groups such as the Spiritual Life Committee, to facilitate the Quaker Leadership Program designed to deepen the spiritual experience of Quaker students – and other interested students – and to train them in Quaker leadership;
 - with representatives from the Board, Faculty, students, parents and alumni to coordinate a Quakerism Committee and review and make recommendations about preserving Quaker heritage and advancing contemporary Quaker practice in all areas of the School; and,
 - with stewards of the Shoemaker Visiting Lecturer Fund to bring noted spiritual leaders to campus.

- To Teach/Mentor/Counsel:
 - involving students and other constituents in the school's Quakerism mission in innovative ways;
 - teaching courses in historical and current-day Quakerism practice;
 - serving as a resource to recruit Quaker students and faculty; meeting with prospective students and parents to discuss and advocate for a Quaker-based education;
 - helping ensure inclusiveness of different religions, of different people, of all differences as an essential part of the Westtown experience under Quaker leadership;
 - guiding students in developing authentic relationships and mindfulness;
 - counseling students and developing training for interested students in conflict resolution, consensus building, nonviolence issue resolution, and effective pacifist practice related to military and non-military issues;
 - serving as a resource to students seeking internships where faith is put into daily practice, and in continuing a Quaker-based education following graduation; and,
 - helping newer Westtown teachers put faith into the practice of teaching; sponsor teaching interns from area colleges.

- To Coordinate/Facilitate/Lead:
 - student and faculty service programs which demonstrate putting faith into daily practice;
 - Spirit-led decision-making with Board and faculty groups based on Quaker values;
 - a Quaker Lecture Series for students, staff, parents and the Board to advance thinking about contemporary Quaker thought and practice;
 - energize and advance elements of school life that visibly demonstrate Westtown as a leader in Quaker-based education; and,
 - professional development opportunities for the Board and faculty focusing on contemporary Quaker thought.

- To Liaison:
 - with the Friends Council on Education and the Friends General Conference and conduct outreach to other Friends schools;
 - with leadership and student bodies in Quaker secondary schools beyond US borders - as Quakerism is not growing in the US but is growing in other parts of the globe;
 - with Westtown Monthly Meeting and Philadelphia Yearly Meeting; and,
 - with Marketing to ensure Website, branding, and marketing materials capture and convey the essence and value of a Quaker education.