

Work Session

Tuesday, August 11, 2026 7:00 PM

Board Room of the Administrative Building, 1891 Loucks Road, Suite 100, York,
PA 17408

1. **EXECUTIVE SESSION - BOARD ONLY**

2. **COMMENCEMENT OF THE MEETING**

3. **ROLL CALL**

4. **PLEDGE OF ALLEGIANCE**

5. **APPROVAL OF MINUTES**

6. **PRESENTATION**

7. **DISCUSSION ITEMS**

7.A. BOARD MEMBER RESIGNATION

7.B. BOARD VACANCY - PROCESS TO FILL VACANCY

7.C. CHANGE ORDERS-CONSTRUCTION PROJECT

7.D. CONTRACTS / AGREEMENTS

7.E. DONATION

7.F. DRIVER RECOMMENDATIONS 2026-27

7.G. INSURANCE RENEWAL PACKAGE 2026-2027

7.H. MIDDLE SCHOOL ATSI PLAN

7.I. REDEVELOPMENT ASSISTANCE CAPITAL PROGRAM (RACP)
GRANT

7.J. STUDENT ACTIVITY ACCOUNT

7.K. STUDENT TRANSPORTATION 2026-27

7.L. USE OF FACILITIES

7.M. OTHER MATTERS

8. **PERSONNEL (DISCUSSION)**

8.A. APPOINTMENTS

8.B. TRANSFERS

8.C. RESIGNATIONS

8.D. RETIREMENTS

8.E. VOLUNTEERS

8.F. STUDENT TEACHERS

8.G. SALARY COLUMN MOVEMENTS

9. **PUBLIC COMMENT (ACTION ITEMS ONLY)**

10. **ACTION ITEMS**

10.A. BOARD MEMBER RESIGNATION

11. **ACTION ITEMS (PERSONNEL)**

11.A. APPOINTMENTS

11.B. TRANSFERS

11.C. RESIGNATIONS

11.D. VOLUNTEERS

11.E. RETIREMENTS

11.F. STUDENT TEACHERS

11.G. SALARY COLUMN MOVEMENTS

12. **COMMITTEE REPORTS**

12.A. BUDGET & FINANCE COMMITTEE (Gettys)

12.B. COCURRICULAR COMMITTEE (Rice)

12.C. COMMUNICATION AND ENGAGEMENT COMMITTEE
(Shah)

12.D. EDUCATIONAL PROGRAMMING COMMITTEE (Hamme)

12.E. FACILITIES COMMITTEE (Deardorff)

12.F. FOUNDATION FOR THE WYASD (Dugan)

12.G. WELLNESS COMMITTEE (Dugan)

12.H. WEST MANCHESTER TOWNSHIP RECREATION
COMMITTEE (Harlacher)

12.I. YORK COUNTY SCHOOL OF TECHNOLOGY (Gettys)
and YCST AUTHORITY (Gettys)

12.J. YORK ADAMS ACADEMY (Rice)

12.K. YORK/LIU JOINT AUTHORITY (Gettys) and LIU
BOARD (Gettys)

13. **PUBLIC COMMENT**

14. **ANY ADDITIONAL ITEMS TO DISCUSS**

15. **ADJOURNMENT**

16. **EXECUTIVE SESSION**

**Referral Agreement
between
Wellspan Crisis Intervention Services
and
West York Area School District**

1. Purpose: Crisis Intervention agrees to accept referrals to determine patient level of care and placement in treatment.
2. Confidentiality: In exchange of information, confidentiality will be maintained in accordance with DPW regulations pertaining to confidentiality (55 PA Code 5100.32; Mental Health Procedures, November 1984).
3. Continuity of Care: We agree to communicate treatment issues to those organizations that provide continuity of care, including your organization. Both parties agree to refer appropriate clients in compliance with program policy and procedure and all applicable Federal, State and local regulations as well as standards of applicable accrediting bodies.
4. Crisis Intervention Services are available 24 hours a day, 7 days a week.
5. Exclusion: This agreement does not allow use of Crisis Intervention Services in any oral or written marketing efforts without written consent. Also, this should not be construed as consent by Crisis Intervention to participate in the provider network of the above party.

This agreement shall become effective upon both signatures and shall remain in effect until cancelled by both parties.

Signature
Daniel B Rice II

School Board President
Title

Date: August 18, 2026

Signature

Crisis Intervention Program Supervisor
Title

Date:

Investing in Student Success

Proposed Capital Improvements, Funding
Frameworks to Enhance Student Learning
Environments at York Learning Center

York Learning Center
Joint Operating Authority
March 18, 2026



A Collaborative Effort amongst School Leaders

October 2025 to January 2026

- 13 Member District Superintendents collaborated on various funding concepts
- Concepts Discussed Included
 - Feasibility Study Options for YLC
 - Project Level Ceiling
 - Funding Framework – 2 models
 - Base
 - Base and Variable

January 2026 to February 2026

- Superintendents agreed to set a project range between \$40 to \$50 million - with a ceiling of \$50 million.
- Superintendents generally support the base and variable funding framework
- South Eastern York School District facilities staff conducted a walkthrough to offer independent assessment of school MEP needs



Proposed Funding Framework

Member Base Contribution	Member Rate per Student ADM	Non-Member Rate per Student ADM	Lincoln Intermediate Unit Lease Payment	Receipts from Rental Income
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Funding Framework

Project maximim - \$50 million is roughly \$3,600,000 annually - 25 year term

Proposed - Member Base Contribution	\$100,000 (currently \$67,250) 13 members will generate \$1,300,000 annually
Proposed - Lincoln Intermediate Unit Lease	\$995,000 annually (currently \$495,000)
Rental Income*	Budgeted amount \$100,000 annually
Proposed - YLC Member Student Fee*	\$7,200 per ADM (based on minimum 130 ADMs generating \$936,000 annually)
Proposed Non-Member Student Fee**	\$25,000 per ADM (based on minimum 10 ADMs generating \$250,000 annually) (currently \$10,000)

*Projection – will be member responsibility at 1/13 - if fall short of \$936,000

**Projection – will be member responsibility at 1/13 - if fall short of \$250,000



Member ADM Projection

Illustration based on October 1, 2025 Enrollment Data

Current Enrollment	Member Districts	Member Student Fee (\$7,200)
15	Central York	\$ 108,000.00
16	Dallastown	\$ 115,200.00
6	Dover	\$ 43,200.00
10	Eastern York	\$ 72,000.00
13	Northeastern	\$ 93,600.00
9	Red Lion	\$ 64,800.00
4	Southern York	\$ 28,800.00
6	South Eastern	\$ 43,200.00
6	South Western	\$ 43,200.00
3	Spring Grove	\$ 21,600.00
12	West York	\$ 86,400.00
17	York City	\$ 122,400.00
13	York Suburban	\$ 93,600.00
130	TOTAL	\$ 936,000.00

Safeguards to Ensure Solvency

Fall-Short Provisions

- **Member Districts will share the shortfall expense of any Member Student less than 130**
 - Example = 10 students ($\$7,200 \times 10 = \$72,000$)/13 members = \$5,538.46 per District
- **Member Districts will share the shortfall revenue of any Non-Member Student less than 10**
 - Example = 2 students ($\$25,000 \times 2 = \$50,000$)/13 members = \$3,846.15 per District

Surplus Provisions

- **Build a Capital Fund using Member and Non-Member surplus funds to a recommended level of \$4,000,000**
- **Once Capital Fund is established, Member and Non-Member rate surpluses will be refunded proportionally only to Member Districts**



Next Steps

March 2026 to May 2026	May 2026	August 2026 to September 2026	September 2026
Superintendents can engage their boards on the YLC plan Dr. Bryson and Dr. Marchese will be available to meet with each District Superintendent, Board President and/or Finance Chair at the request of the Superintendent Unique financials will be prepared for each District to facilitate conversations and understanding on Proposed Funding Framework and impact on their District	York Learning Center JOA holds regular meeting YLC JOA Asked to Approve Funding Resolution	Member School District Boards of Directors Asked to Acknowledge the JOA Funding Resolution for the Record	York Learning Center JOA to Approve Architect, Construction Manager for Oversight and Design, Set Parameters Resolution and Construction Timeline



QUESTIONS?

Robert Bryson, Ed.D.
Superintendent of Record - YLC
Superintendent of Schools
Southern York County School District
robert.bryson@sycsd.org
www.sycsd.org

M. Christopher Marchese, Ed.D.
Executive Director
Lincoln Intermediate Unit
cmarchese@iu12.org
www.iu12.org



WEST YORK AREA SCHOOL DISTRICT
York, Pennsylvania

RESOLUTION

WHEREAS, this School District is an intermediate unit member district (“IU Member District”) of the Lincoln Intermediate Unit No. 12 (the “Intermediate Unit”), a part of the public school system of the Commonwealth of Pennsylvania (an intermediate unit established under Article IX-A of the Public School Code of 1949, 24 P.S. §§ 9-951, *et seq.*, as amended and supplemented); and

WHEREAS, this School District is an authority member district (“Authority Member District”) the York/LIU Joint Authority (the “Authority”), which Authority owns the York Learning Center, in York, Pennsylvania and which is operated by the Intermediate Unit for the benefit of this School District and the other Authority Member Districts and, on a tuition basis, for other IU Member Districts which are not Authority Member Districts; and

WHEREAS, the Authority and the Intermediate Unit have determined that it is necessary to undertake a capital project consisting of designing and constructing various alterations, renovations and improvements to the York Learning Center (the “Capital Project”); and

WHEREAS, it is anticipated that the York/LIU Joint Authority (the “Authority”) will finance such Capital Project through the issuance of lease revenue bonds or notes not to exceed the maximum principal amount of \$50,000,000 (the “Bonds”); and

WHEREAS, the Bonds shall be secured by a Lease Agreement between the Intermediate Unit and the Authority (the “Lease”) whereby the Intermediate Unit shall be obligated to pay the debt service on the Bonds; and

WHEREAS, the Authority shall establish a base enrollment for Authority Member Districts and for IU Member Districts which are not Authority Member Districts to service the Bonds. The base enrollment shall be 130 students for Authority Member Districts. The base enrollment shall be 10 students for IU Member Districts which are not Authority Member Districts.

WHEREAS, it is anticipated that this School District shall pay to the Intermediate Unit (i) an annual contribution in the amount of One Hundred Thousand Dollars (\$100,000), and (ii) tuition at the rate of Seven Thousand Two Hundred Dollars (\$7,200) per Average Daily Membership (ADM), which amounts, collectively, shall be used to maintain the York Learning Center, to make lease rental payments to the Authority in an amount necessary to service the Bonds; provided, however, that such payments shall be subject to adjustment by the Intermediate Unit under the following circumstances:

1. In fiscal years where annual enrollment has exceeded the base enrollment:

Any audited surplus would be credited back to each current and active Authority Member District proportionate to the total number of current and active Authority Member

Districts, less 50% to establish an internal capital reserve account. Once the capital reserve account has been established, 100% of the audited surplus would be credited back proportionate to the total number of current and active Authority Member Districts at the value of the surplus.

2. In fiscal years where annual enrollment has fallen short of the base enrollment:

The audited shortfall would be shared proportionate to the total number of current and active Authority Member Districts.

NOW THEREFORE, BE IT DULY ADOPTED, by the Board of this School District, as follows:

SECTION 1. The Board of this School District approves the Capital Project and the issuance of the Bonds by the Authority to finance the Capital Project to be secured by the Lease.

SECTION 2. This Resolution shall become effective in accordance with law.

SECTION 3. In the event any provision, section, sentence, clause, or part of this Resolution shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause, or part of this Resolution, it being the intent of this School District that such remainder shall be and shall remain in full force and effect.

SECTION 4. All other resolutions or parts of resolutions inconsistent herewith shall be and the same expressly are repealed.

DULY ADOPTED, this 18th day of August, 2026, by the Board of this School District, in lawful session duly assembled.

WEST YORK AREA SCHOOL DISTRICT
York, Pennsylvania

By: _____
Daniel B. Rice II, School Board President

ATTEST:

Sheri Schlemmer, CFOO & School Board Secretary

(SEAL)

CERTIFICATE

I, the undersigned, Secretary of the Board of the West York Area School District, York County, Pennsylvania (the “Board”), certify: that the foregoing is a true and correct copy of a Resolution which duly was adopted by an affirmative vote of a majority of the nine members of the Board at a meeting duly convened and held by the Board, at which meeting a quorum was present; that said Resolution duly has been recorded in the minutes of the Board; and that said Resolution is in full force and effect, without amendment, alteration or repeal, as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Board, this 18th day of August, 2026.

Sheri Schlemmer, CFOO & School Board Secretary

(SEAL)



June 16, 2026

West York Area School District (WYASD)
1891 Loucks Road, Suite 100
York, PA 17408

SUBJ: SUMMARY MPS PROGRAM

Contract: The contract between West York School District (WYSD) and Aaron Solutions Co. (ASC) shall commence on July 1, 2026, and culminate on June 30, 2027.

Software: ASC will provide the Data Collection Software to monitor supply and service needs.

Toner: When notified, ASC will ship OEM toners to the printer's physical location. ASC will use a suitable shipping method—typically FedEx—that provides detailed tracking information. If a toner arrives at the district and then goes missing, a replacement will be shipped, but WYASD will be billed for the current market value of a replacement. In addition, OEM toners may occasionally be backordered or unavailable due to factors beyond ASC's control. In such cases, ASC reserves the right to substitute the best available non-OEM toners to keep the printer in service.

Service: All contracted printers will be provided on-site, break-fix at no additional cost.

Terms: WYSD agrees to pay ASC \$1,416.67 per month for a term of 12 months, for a total cost of \$17,000. This contract may be renewed annually, subject to approval by both ASC and WYSD on or before July 1, 2027. Either party may terminate this contract with 30 days' written notice.

By signing below, I/We acknowledge and agree to the terms and conditions stated herein and confirm that I/We am an authorized representative of the respective parties listed below.

West York Area School District:

Aaron Solutions Company:

Name/Title

Date

Dave Kopp/President

Date

X _____
Signature

X _____
Signature



**ADDENDUM TO CONTRACT FOR SERVICES AGREEMENT BETWEEN AUSTILL'S
REHABILITATION SERVICES, INC. AND WEST YORK AREA SCHOOL DISTRICT
July 1, 2026**

This ADDENDUM to the LETTER OF AGREEMENT ("Addendum") is made on March 27, 2026 by and between AUSTILL'S REHABILITATION SERVICES, INC. with offices at 100 John Robert Thomas Drive, Exton, PA 19341 ("Austill's") and West York Area School District, with offices at 1891 Loucks Road, Suite 100, York, PA 17408 ("West York").

Austill's contracted with West York on December 22, 2022.

NOW THEREFORE, the parties, in consideration of the premises and the covenants and promises contained in the LETTER OF AGREEMENT do hereinafter agree to as follows:

2. Term. All terms and conditions of the Contract for Service Agreement shall remain in full force and continue through June 30, 2026 unless terminated by either party upon sixty (60) days prior written notice to the other party.
5. Compensation/Reimbursement for Services. Austill's will be reimbursed at the following rate structure:

	Contract Year 1 (7/1/26-6/30/27)
OTR per hour	\$82.00
OTA per hour	\$61.75
PT per hour	\$82.00
PTA per hour	\$61.75
Speech per hour	\$87.55

Reimbursement will include, but is not limited to, the following: on-site and virtual evaluation/consultation/treatment time; off-site follow-up documentation/ consultation time; travel time between West York locations; and travel time to and from one itinerant student per off-site location. An itemized accountability form detailing specific student services rendered each month will be generated and furnished to West York for each therapy service provided.

An itemized invoice form detailing specific student services rendered each month will be generated and furnished for each therapy service provided.

All other terms and conditions will remain the same.

AUSTILL'S REHABILITATION SERVICES, INC.

A handwritten signature in black ink, appearing to read 'Victoria Kiely', is written over a horizontal line.

Victoria Kiely
Head of Business Development

3/27/26

Date

WEST YORK AREA SCHOOL DISTRICT

Signature

8/18/2026

Date

Daniel B. Rice, II - School Board President

8/18/2026

Name/Title

Date

LETTER OF AGREEMENT
Between
WEST YORK AREA SCHOOL DISTRICT
And
THE LINCOLN INTERMEDIATE UNIT 12

Title I Nonpublic Programs and Services

This agreement is made and entered into as of the day of 2026, by and between **West York Area School District** (hereinafter referred to as the “School District”) and the **LINCOLN INTERMEDIATE UNIT 12**, (hereinafter referred to as “LIU”)

1. TERM

The Term of this Agreement shall be for one year, beginning on July 1, 2026, and ending on June 30, 2027 (the “Initial Term”). Upon mutual agreement of the Parties, this Agreement may be extended beyond the Initial Term for two successive terms of one year each from July 1st to June 30th of the applicable year (each a “Renewal Term”). Unless extended for one of the two available Renewal Terms, this Agreement shall expire automatically at the conclusion of the Initial Term or Renewal Term then in effect. Notwithstanding the foregoing or any other provision of this Agreement, either Party may terminate this Agreement at any time, with or without cause, upon providing the other Party thirty (30) days prior written notice.

2. DESCRIPTION

Upon the terms and conditions set forth herein, School District requests that the LIU provide secular, neutral, non-ideological remedial reading instructional services as articulated in the school district’s request for assistance and in accordance with the school district’s consolidated application for a Title I Reading Program for academically-eligible students attending:

LIU agrees to comply with all Title I statutory and regulatory requirements.

The School District and LIU agree to pool funds throughout the LIU region for instruction in participating private schools. The pooled funds will be used to serve equitably the private school students most at risk who reside in participating public school attendance areas regardless of the amount of funds that was generated based on the number of children

from low-income families attending that private school.

The School District will provide Parent and Family Engagement in accordance with Title I at the private school(s). (No set aside amount.)

OR

☒ The School District requests that LIU provide Parent and Family Engagement in accordance with Title I at the private school(s). (Set aside amount included in the attached Addendum A.)

3. FEES AND PAYMENT

- 3.1 In consideration of the services mutually agreed upon as described herein, School District shall pay the Lincoln Intermediate Unit a sum not to exceed the district's annual nonpublic school set aside as determined by their per-pupil allocation times the number of low income private school children. The total allocation is itemized in the attached Addendum A and is subject to change yearly.
- 3.2 The Lincoln Intermediate Unit shall provide the School District with an outline of the anticipated size and scope of services provided at the private schools (See Addendum A).
- 3.3 The Lincoln Intermediate Unit shall invoice the School District for allocated funds once final allocations are received from the state. Payment is requested by the LIU within 30 days of the billing date.

4. LINCOLN INTERMEDIATE UNIT RESPONSIBILITIES:

- 4.1 To provide instructional services by appropriately certified staff, as required by Title I.
- 4.2 To provide small group supplemental reading instruction for eligible private school students.
- 4.3 To provide these services on-site at the private school(s) or at a mutually agreed upon alternative site during regular hours of the school day.
- 4.4 To use appropriate evaluative testing/screening procedures and materials to include those outlined in Addendum A.
- 4.5 To provide the School District and the private school an outline of the local assessment plan.
- 4.6 To purchase/provide appropriate materials.

- 4.7 To inventory and tag any and all materials, devices, equipment and other property purchased with the School District's Title I funds as belonging to the School District and to account for and return all such property to the School District at the end of the term of the Agreement.
- 4.8 To provide supervision of instruction.
- 4.9 To involve parents in the education of the students served.
- 4.10 To assure all financial and legal responsibilities involved in providing the instruction:
 - 4.10.1 Pay salary and all benefits for the program staff providing instructional services to Title I-eligible students.
 - 4.10.2 Provide instructional materials, which supplement regular instruction.
 - 4.10.3 Provide diagnostic testing instruments.
 - 4.10.4 Other responsibilities necessary to conduct the program as intended.
- 4.11 To require the LIU teacher to complete the following requirements in addition to providing the weekly instructional periods:
 - 4.11.1 Conduct assessments as needed for eligible private school students.
 - 4.11.2 Maintain records of assessment data, instructional activities, and attendance for students served.
 - 4.11.3 Meet with parents for conferences as requested.
 - 4.11.4 Provide progress report at the end of the year for each student served.
- 4.12 To be responsible for the following:
 - 4.12.1 Provide the School District with information about the students served.
 - 4.12.2 Provide the School District with the data necessary to complete their Title I responsibilities including assessment and related data.
 - 4.12.3 Meet with private school administrators a minimum of twice annually to review instructional services provided to their students, professional development needs and parent and family engagement activities, if applicable.
 - 4.12.4 Provide School District with documentation of semi-annual meetings and consultation with nonpublic schools.
 - 4.12.5 Provide the School District access to the program at any time.

5. SCHOOL DISTRICT RESPONSIBILITIES:

- 5.1 Provide LIU with names of nonpublic schools identified to participate in Title I.
- 5.2 Ensure that LIU is provided with names and addresses of academically eligible nonpublic school students who reside in Title I attendance areas.
- 5.3 Inform the Lincoln Intermediate Unit of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including changes in the original funding allocation.
- 5.4 The School District assures LIU that all meaningful consultation between the School District and the above-named private school(s) is completely in accordance with ESSA regulations.
- 5.5 The School District will develop and provide a written procedure for resolving complaints in accordance with the Every Student Succeeds Act.

6. MISCELLANEOUS

- 6.1 The Lincoln Intermediate Unit maintains and keeps in force such insurance as Workers Compensation, Liability, and Property Damage.
- 6.2 The Lincoln Intermediate Unit shall indemnify, defend, and hold harmless the School District from any and all losses, damages, claims or costs, including attorney's fees, arising from any act or omission of LIU, its officials, agents, or employees.
- 6.3 The School District and LIU acknowledge that it may be necessary to modify this Agreement if there is a reauthorization of ESSA during the performance period of the contract. Periodic operational revisions not directly impacting the terms spelled out in this agreement will be articulated in revisions of the Addendum A.

The parties have entered into this Agreement as of the Effective Date first above written:

West York Area School District

Signature: _____

Daniel B. Rice II

Title: School Board President

Date: August 18, 2026

Lincoln Intermediate Unit

Signature: _____

Dr. Christopher Marchese

Title: Executive Director

Date: _____

Addendum B
to Letter of Agreement for Title I Nonpublic School Services
between West York Area School District and Lincoln Intermediate Unit

This Addendum B to Letter of Agreement for Title I Nonpublic School Services (this “Addendum B”) is entered into as of the 1st day of July, 2026 (“Effective Date”), by and between West York Area School District (the “School District”) and the Lincoln Intermediate Unit (the “LIU”).

Background

WHEREAS, the School District and the LIU entered into a Letter of Agreement for Title I Nonpublic School Services, with Initial Term beginning July 1, 2025 and ending June 30, 2026 (the “Agreement”);

WHEREAS, pursuant to paragraph no. 1 (“TERM”) of the Agreement, the term of the Agreement may be extended beyond the Initial Term for two successive terms of one year each from July 1st to June 30th of the applicable year (each, a “Renewal Term”) upon mutual agreement of the parties; and

WHEREAS, the School District and the LIU desire to enter into this Addendum B to extend the term of the Agreement for a Renewal Term.

NOW, THEREFORE, in consideration of the premises and the agreements set forth herein, and intending to be legally bound, the parties hereby agree as follows:

1. **Renewal Term.** The term of the Agreement shall be extended beyond the Initial Term for a Renewal Term, from July 1, 2026 to June 30, 2027.
2. **Reaffirmation.** The Agreement shall continue in full force and effect in accordance with its terms, conditions, and provisions, all of which are reaffirmed in their entirety, notwithstanding the extension of term for a Renewal Term described above.
3. **Counterparts.** This Addendum B may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum B as of the Effective Date first above written.

West York Area School District

Lincoln Intermediate Unit

Signature: _____
Daniel B. Rice II

Signature: _____
Dr. Christopher Marchese

Title: _____
School Board President

Title: _____
Executive Director

Date: _____
August 18, 2026

Date: _____

PYRAMID HEALTHCARE, INC.
SOARING HEIGHTS SCHOOL EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 1st day of June, 2026 (“Effective Date”) by and between **PYRAMID HEALTHCARE, INC., t/d/b/a SOARING HEIGHTS SCHOOL**, with its corporate office located at 271 Lakemont Park Boulevard, Altoona, Pennsylvania 16602 (“Pyramid”) and West York Area School District the responsible local educational agency (“LEA”) with an address at 1891 Loucks Road Suite 100 York, PA 17408.

Background

WHEREAS, Pyramid operates Soaring Heights School (“SHS”), a private academic school licensed and operated in accordance with the Private Academic Schools Act, 24 P.S. § 6701 *et seq.*, to provide special education and related services to students;

WHEREAS, LEA wishes to place certain students at SHS and to fund the tuition and related services for such placements as specified in this Educational Services Agreement ("Agreement");

WHEREAS, Pyramid wishes to offer admission to SHS to those LEA students whose Individualized Education Program (“IEP”) team has approved placement with SHS in accordance with the procedural requirements of the Individuals with Disabilities Education Act (“IDEA”) and all other applicable federal and state laws and regulations;

WHEREAS, Pyramid will provide appropriate special education and related services to students placed at SHS by the LEA, and shall provide requested student information to the LEA in accordance with the terms of this Agreement;

NOW THEREFORE, Pyramid and the LEA, in consideration of the mutual agreements, covenants and conditions set forth herein, intending to be legally bound, hereby agree as follows:

I. ADMISSION & PAYMENT OF TUITION.

1. Admission

- (a) Pyramid agrees to admit eligible students to SHS commencing 08/01/2026.
- (b) Educational services to be provided by Pyramid pursuant to this Agreement shall include specially designed instruction and related services necessary to provide each student with a free and appropriate public education (“FAPE”) in the least restrictive environment, as required under each student’s IEP and in accordance with applicable federal and state laws and regulations. The tuition payments described in Section I (2) below shall not include 1-1 nursing and 1-1 professional and

paraprofessional support. To the extent 1-1 nursing, professional or paraprofessional support is required for any student, Pyramid and LEA will enter into an Addendum to this Agreement in substantially the form attached hereto as Exhibit "A" pursuant to which Pyramid will provide 1-1 nursing, professional or paraprofessional support services in accordance with the Addendum and this Agreement.

2. Payment of Tuition:

- (a) LEA agrees to pay tuition to Pyramid for LEA students admitted to SHS at the applicable tuition rate set forth in this Agreement. The rate of tuition shall be \$64,260 (\$357 per day) for each student who requires services. Tuition rates are exclusive of costs associated with the assignment of 1-1 nursing, professional or paraprofessional support.
- (b) Tuition payments for all LEA students shall be made in monthly installments due on the 1st day of each month in accordance with the terms of the SHS invoice issued to the LEA by Pyramid.
- (c) Payment is due to Pyramid within thirty (30) days of the date of invoice. If any balance due as invoiced remains unpaid for sixty (60) days after written demand for payment, the account may be referred to Pyramid's counsel for collection. All reasonable attorneys' fees and collection fees plus interest and costs, shall be added to the outstanding balance and shall be the responsibility of the LEA. The default rate of interest shall be six percent (6%) per annum.
- (d) On or after the one (1) year anniversary of the Effective Date of this Agreement, and thereafter on an annual basis, Pyramid may increase the tuition, fees and other costs payable by the LEA under this Agreement by providing written notice to the LEA at least sixty (60) calendar days prior to the effective date of any proposed increase, and thereafter this Agreement and any Addendums hereto executed by the parties will be deemed amended according to the terms set forth in the written notice. Notwithstanding anything in this Agreement to the contrary, the LEA may terminate this Agreement and any Addendums hereto effective as of the date of the proposed increase by providing written notice to Pyramid within thirty (30) calendar days of the LEA's receipt of the written notice of increase.

II. ABSENCE OF WARRANTIES.

- (a) EXCEPT AS PROVIDED IN THIS AGREEMENT (OR IN THIS OR ANY OTHER EXHIBIT THERETO), THERE ARE NO WARRANTIES,

EITHER EXPRESSED OR IMPLIED, GIVEN BY PYRAMID IN CONNECTION WITH ITS PROVISION OF THE EDUCATIONAL SERVICES COVERED BY THIS AGREEMENT.

III. SERVICES; ACCESS; DATA COLLECTION; REPORTING; CONSENT.

- (a) Pyramid is committed to data-based decision making and, as such, operates an extensive data collection and analysis program. Data from student activities is collected on an ongoing basis and analyzed on a routine, periodic schedule. Pyramid shall supply formal reports on student progress at regular intervals no less frequently than quarterly, and as required by each student's IEP.
- (b) Pyramid will provide students with an appropriate education and related services, as required under each student's IEP, in a professional manner by fully qualified personnel, in compliance (without limitation) with the Individuals with Disabilities Education Act, 20 USC § 1400 *et seq.*, and Chapter 14 of the Pennsylvania Administrative Code, 22 Pa. Code § 14.1 *et seq.*
- (c) Pyramid services shall conform to the applicable standards for practice, within the applicable specialty, as approved by the applicable occupational board and consistent with applicable state and federal requirements.
- (d) Pyramid will participate in all IEP meetings and will provide written input to all IEPs applicable to each student admitted to SHS, at the LEA's request.
- (e) LEA will provide SHS with each student's most recent IEP and all other information necessary to provide students with necessary services.
- (f) Pyramid agrees to adhere to the educational plan outlined in each student's IEP, as the same may be updated or amended from time to time. Pyramid shall comply with and provide appropriate services in accordance with each student's IEP.
- (g) Parents/guardians of admitted students and the LEA shall have access to review individual student progress and activities in the classroom as permissible by law. In order to avoid disruption to the educational environment, classroom visits shall be pre-scheduled in accordance with SHS policy.
- (h) LEA will ensure that the parents/guardians of all students admitted to SHS provide written consent for the receipt, collection, and use by SHS of all necessary data collected for the purposes of this Agreement but to no further use except as otherwise required or allowed by law.

IV. REQUIREMENTS; COMPLIANCE; CONFIDENTIALITY.

1. Compliance

- (a) Pyramid shall comply with all safety standards and with all clearance and certification requirements relating to child abuse and criminal backgrounds, as required by applicable law or by the LEA, with respect to all personnel providing services hereunder or who will have access to or contact with students. Copies of all such clearances and certifications, access to originals thereof and applicable information with respect to such personnel shall be provided promptly to the LEA.
- (b) Pyramid shall complete such written reports and evaluations as are required by/for each student's IEP in a thorough, accurate and timely manner.
- (c) Pyramid represents, warrants and agrees (a) that the services will be provided only by its employee(s) or other personnel who have all of the qualifications and experience reasonably necessary to fulfill, perform and complete the services, (b) that all representations as to Pyramid's qualifications and experience made herein or heretofore made to the LEA by Pyramid are true and correct in all material respects, (c) that neither Pyramid nor any of its officers or directors are currently suspended, debarred, ineligible or excluded, and (d) neither Pyramid nor any of its officers or directors has received written notice of any proposed action to suspend, debar, render ineligible or exclude them or any of them, from contracts with the United States of America, Commonwealth of Pennsylvania, or any other state, or any department or agency thereof.
- (d) Pyramid shall comply with all applicable federal, state and local laws, regulations and ordinances in the performance of its services hereunder. Pyramid shall comply with all written nondiscrimination policies applicable to or required by the LEA and/or any federal or state governmental agency that is the source of funds for this Agreement.

2. Confidential Student Information:

- (a) The LEA shall maintain each student's cumulative academic record. Pyramid is authorized to disclose necessary information consistent with the requirements of each admitted student's IEP and the terms of this Agreement. All information of any kind regarding LEA's students, including (without limitation) confidential student data, shall be kept strictly confidential by Pyramid and shall not be used or disclosed for any purpose except as provided in this Agreement. This obligation of confidentiality shall survive the expiration or termination of this Agreement. As used herein, the term "Confidential Student Data" shall

include, without limitation, any personal or identifying student information, names, addresses, date of birth, social security or other identification numbers, attendance records, grades, test results, assessments, work product, disciplinary records, and any information deemed to be a “student record” under the Family Educational Rights and Privacy Act (“FERPA”).

3. Transportation:

- (a) The LEA will be solely responsible for the transportation of students admitted to SHS under this Agreement in accordance with applicable law including without limitation 24 P.S. 13-1361 and 67 Pa. Code Chapter 171.

V. **INSURANCE; INDEMNITY**

- (a) During the term of this Agreement, and any extension or modification of this Agreement, Pyramid shall obtain and keep in effect a policy or policies of: (a) general liability and auto liability insurance, including (without limitation) coverage of owned and non-owned vehicles used in relation to the performance of services by Pyramid and for accidents and occurrences arising out of death, bodily injury, sickness and disease, of at least One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) general aggregate, and with not more than Five Thousand Dollars (\$5,000) per occurrence deductible or self-insured retention; (b) workers’ compensation insurance, disability benefits and other social insurance as may be required by applicable law; (c) professional liability insurance in the amount of One Million Dollars (\$1,000,000), each claim/aggregate; and (d) such other coverages as entities similar to Pyramid performing such services customarily and usually obtain. All policies shall be written on an occurrence basis and not a claims made basis. Upon execution of this Agreement and at any other time(s) at the LEA’s reasonable request, Pyramid shall furnish the LEA with a Certificate(s) of Insurance naming the LEA as Additional Insureds to each said policy. All such insurance policies shall require at least ten (10) days’ notice to the LEA prior to cancellation, termination or expiration.
- (b) LEA covenants and agrees, at its sole cost and expense to indemnify, protect and hold SHS and Pyramid harmless against and from any and all claims, liens, damages, losses liabilities, obligations, penalties, litigation costs, demands defenses, judgments, suits and proceedings whatsoever, including administrative proceedings (including attorneys’ and expert fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against SHS or Pyramid, arising out of or relating

to the acts or omissions of the LEA, its employees, agents, officers, directors, or representatives in connection with the performance of any services or duties owed by the LEA pursuant to this Agreement. Notwithstanding the foregoing, nothing in this agreement shall be deemed to be a direct or indirect waiver of or imitation to any sovereign or governmental immunity, in any respect, applicable to the LEA, its directors, officers, employees and agents (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the LEA and its directors, officers, employees and agents from which it would otherwise be immune under applicable law.

- (c) Pyramid covenants and agrees, at its sole cost and expense to indemnify, protect and hold LEA harmless against and from any and all claims, liens, damages, losses, liabilities, obligations, penalties, litigation costs, demands, defenses, judgments, suits and proceedings whatsoever, including administrative proceedings (including attorneys' and expert fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against LEA arising out of or relating to the acts or omissions of SHS or Pyramid, its employees, agents, officers, directors, or representatives in connection with the performance of any services or duties owed by SHS or Pyramid pursuant to this Agreement.

VI. ADDITIONAL PROVISIONS

1. Address for Payments:

- (a) Payments must be made to Pyramid Healthcare, Inc. at the following address:

Pyramid Healthcare, Inc.
271 Lakemont Park Boulevard
Altoona, PA 16602
Attention: Accounts Receivable

2. Term of Agreement:

- (a) The initial term of this Agreement shall commence on the Effective Date and shall expire on 07/31/2027.
- (b) Upon the expiration of the initial term or any renewal term of this Agreement, this Agreement shall be automatically renewed for a one (1) year renewal term unless, at least thirty (30) days prior to the expiration of the current term, either party gives the other party written notice of its intent not to renew this Agreement. During any renewal term of this Agreement, the terms, conditions and provisions set forth in this

Agreement shall remain in effect unless modified in accordance with Section VI (6) (a) of this Agreement.

- (c) Notwithstanding anything in this Agreement to the contrary, the LEA and Pyramid shall have the right to terminate this Agreement by providing at least sixty (60) days written notice to the other party for its convenience if it determines termination to be in its best interest. If the Agreement is terminated for convenience by the LEA, Pyramid shall be paid its proportionate share of the tuition fee owed for services satisfactorily completed prior to the effective date of the termination.

3. Independent Contractor:

- (a) In performing Pyramid's obligations under this Agreement, Pyramid is at all times shall remain an independent contractor of the LEA. Neither Pyramid nor the LEA nor their respective personnel, is an employee, partner, or agent of the other hereunder, and neither Pyramid nor the LEA is authorized to incur any liability or make any representations on behalf of the other. Pyramid shall be responsible for payment of the salaries, withholding and payroll taxes, workers' compensation coverage and all other compensation or benefits of any kind required for Pyramid employees, personnel and contractors. Pyramid shall be solely responsible for the provision of all appropriate supplies and equipment necessary for each pupil as required or appropriate in order to provide the services hereunder, at Pyramid's cost except as specifically provided for in this Agreement.

4. Default:

- (a) The LEA shall be deemed to have committed an "Event of Default" of this Agreement upon the occurrence of any of the following:
 - (i) failure to make any payment when due from the LEA on this Agreement,
 - (ii) failure to perform any other provision of this Agreement, or
 - (iii) providing Pyramid with intentionally false information or signatures.
- (b) Upon or after the occurrence of any Event of Default by the LEA, Pyramid will provide the LEA with notice, by certified mail as required by law, addressed to the LEA's last known address as shown on Pyramid's records, advising the LEA of the default and of the LEA's right to cure the default within a thirty (30) day cure period. The notice will provide the time, amount and performance necessary to cure the default. If the LEA does not cure the default as provided in the notice, Pyramid's rights shall include (but are not limited to) the right to declare all sums due under this

Agreement to be immediately due and payable. The LEA agrees to pay all reasonable attorneys' fees and other reasonable collection costs and charges necessary for the collection of any amount not paid when due, after an Event of Default by the LEA.

- (c) Pyramid shall be deemed to have committed an "Event of Default" under this Agreement, if it fails to comply in any material respect with this Agreement or has otherwise breached in any material respect any representation, warranty or covenant hereunder, and has failed to cure such failure, breach or default within thirty (30) days after written notice thereof (or such failure, breach or default is incapable of being cured). Upon such an Event of Default, the LEA may, without limiting any other remedy, terminate this Agreement and upon such termination the LEA shall have no further liability or obligations under this Agreement. Upon any such termination, the LEA shall be responsible for the tuition fee, to the date of termination.
- (d) No waiver by Pyramid or the LEA of any Event of Default shall be deemed or constitute a waiver of any other or any subsequent Event of Default. All of Pyramid's rights and remedies shall be cumulative. Pyramid's or the LEA's exercise of one or more rights shall not cause such party to lose any other rights.

5. Notice Addresses and Additional Miscellaneous Provisions:

- (a) All notices shall be in writing. The addresses of the parties are as follows:

- (i) If to Pyramid:

Pyramid Healthcare, Inc. t/d/b/a Soaring Heights School
Attn: Chief Executive Officer
271 Lakemont Park Blvd
Altoona, PA 16602

With copy to:

Pyramid Healthcare, Inc.
Attn: General Counsel
271 Lakemont Park Blvd
Altoona, PA 16602

- (ii) If to LEA:

West York School District
Attn: Heather Hossler
1891 Loucks Road Suite 100
York, PA 17408

- (b) If any part of this Agreement is held to be illegal, void or unenforceable, that provision shall be deemed not to have been a part of this Agreement, which shall otherwise remain fully effective
- (c) The terms of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania except to the extent supplemented, superseded or preempted by federal law.
- (d) The parties to this Agreement consent and agree that any legal proceedings relating to the subject matter hereof shall be maintained in the Court of Common Pleas of Blair County, Pennsylvania, or, if applicable, the United States District Court of the Middle District of Pennsylvania, and all parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said court. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address set forth above. **Any dispute shall be resolved by non-jury trial, and both the LEA and Pyramid irrevocably waive any right to jury trial which may exist.**
- (e) This Agreement shall be binding upon the parties hereto, their successors and assigns.

6. Entire Agreement/Modification:

- (a) This Agreement and any addendums or exhibits hereto contain the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other prior communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

7. Counterparts:

- (a) This Agreement may be executed in one or more counterparts, all of which together shall constitute one Agreement.

8. Captions:

- (a) The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

NOTICE TO LEA REPRESENTATIVE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. (2) YOU ARE ENTITLED TO A COMPLETE COPY OF THIS AGREEMENT.

**BY SIGNING BELOW AGORA CYBER CHARTER SCHOOL DISTRICT AND
PYRAMID HEALTHCARE, INC. ACKNOWLEDGE RECEIPT OF A COMPLETED
COPY OF THIS AGREEMENT AND INTEND TO BE LEGALLY BOUND BY ITS
TERMS.**

**PYRAMID HEALTHCARE, INC. t/d/b/a
SOARING HEIGHTS SCHOOL**

DATE: _____

By: _____
Jason Hendricks, Chief Executive Officer

WEST YORK AREA SCHOOL DISTRICT

By: _____

DATE: August 18, 2026

Print Name: Daniel B. Rice II
Print Title: School Board President

EXHIBIT “A”

ADDENDUM FOR 1-1 SUPPORT

THIS ADDENDUM FOR 1-1 SUPPORT (“ADDENDUM”) is made this 1ST day of June, 2026, by and between **PYRAMID HEALTHCARE, INC.**, a Pennsylvania corporation with offices located at 271 Lakemont Park Boulevard, Altoona, Pennsylvania 16602 (“Pyramid”) and West York Area School District the responsible local educational agency (“LEA”) with an address at 1891 Loucks Road Suite 100 York, PA 17408.

Background

WHEREAS, Pyramid provides special education and related services to students placed at Pyramid’s private academic school by the LEA pursuant to an Education Services Agreement (“Agreement”) between Pyramid and the LEA;

WHEREAS, in the event any student requires certain 1-1 support services, including nursing, professional or paraprofessional support services, Section I (1)(b) of the Agreement provides that Pyramid will provide such 1-1 support services in accordance with an addendum to the Agreement;

WHEREAS, Pyramid and the LEA agree that a student or students placed at Pyramid’s private academic school by the LEA pursuant to the Agreement require(s) certain 1-1 support services; and

WHEREAS, Pyramid will provide appropriate 1-1 support services to the applicable student(s) placed at Pyramid’s private academic school by the LEA in accordance with the terms of the Agreement and this Addendum.

NOW THEREFORE, Pyramid and the LEA, in consideration of the mutual agreements, covenants and conditions set forth herein, intending to be legally bound, hereby agree as follows:

1. **1-1 SUPPORT SERVICES:**

a. Pyramid and the LEA agree that services provided to the LEA under the Agreement require the assignment of 1-1 paraprofessional support staff, and Pyramid will provide such 1-1 paraprofessional support staff services for each student identified by Pyramid and the LEA as requiring such services.

b. If applicable, Pyramid and the LEA further agree that services provided to the LEA under the Agreement also require the assignment of 1-1 nursing and/or professional staff, and Pyramid will provide the following nursing and/or professional staff to render the agreed upon services:

<u>Individual Nursing and/or Professional Staff:</u>	<u>Individual Staff Hourly Rate:</u>
N/A AT THIS TIME	\$
N/A AT THIS TIME	\$
N/A AT THIS TIME	\$
N/A AT THIS TIME	\$

2. PYRAMID COST: Pyramid will be responsible for the payments of all wages, fees, and benefits to all support staff rendering services under this Addendum.

3. LEA COST:

a. The LEA will compensate Pyramid for all 1-1 paraprofessional support services provided under this Addendum at the rate of \$153.00 per day for each student identified by Pyramid and the LEA as requiring such services.

b. If applicable, the LEA will compensate Pyramid for all 1-1 nursing and/or professional staff services provided under this Addendum in accordance with the individual staff's hourly rate set forth in paragraph 1(b) above plus an additional 15% of said hourly rate.

4. INVOICING AND PAYMENT: Pyramid will provide monthly invoices to the LEA for all services performed under this Addendum. Payment shall be due to Pyramid within thirty (30) days of the date of invoice. If any balance due as invoiced remains unpaid for sixty (60) days after written demand for payment, the account may be referred to Pyramid's counsel for collection. All reasonable attorneys' fees and collection fees plus interest and costs, shall be added to the outstanding balance and shall be the responsibility of the LEA. The default rate of interest shall be six percent (6%) per annum.

5. ENROLLMENT REQUIREMENT: Pyramid will only invoice the LEA for 1-1 nursing, professional or paraprofessional support services if the applicable student remains enrolled in Pyramid's private academic school.

6. ATTENDANCE: So long as the applicable student remains enrolled in Pyramid's private academic school, Pyramid will invoice the LEA for 1-1 nursing, professional or paraprofessional support services in accordance with this Addendum regardless of the applicable student's attendance.

7. CONFLICT AND RATIFICATION: In the event of a conflict between the Agreement and this Addendum, the terms of this Addendum shall control. All other terms of the Agreement are hereby ratified and shall remain in effect.

THE PARTIES HERETO, each intending to be legally bound, have caused the execution of this Addendum as of the day, month, and year first above written.

PYRAMID HEALTHCARE, INC.

DATE: _____ By: _____
Jason Hendricks, Chief Executive Officer

WEST YORK AREA SCHOOL DISTRICT

DATE: August 18, 2026 By: _____

Print Name: Daniel B. Rice II
Print Title: School Board President

Specialized Education of Pennsylvania, Inc.
With West York Area School District
for
RSY for 2026-2027 at High Road School of York

This Agreement (“Agreement”) is dated August 24th, 2026 (“Effective Date”), between Specialized Education of Pennsylvania, Inc. (“SESI”) that owns and operates High Road School of York, a private academic school in Pennsylvania and West York Area School District (“District”).

WHEREAS, SESI owns and operates High Road School of York that delivers behavioral, social, emotional and special education services to students (the “School”);

WHEREAS, the District desires to refer District eligible students to the School; and

WHEREAS, the parties have agreed to enter into this Agreement for the delivery of the Services (defined below).

WITNESSETH

NOW, THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Services. The District may from time to time refer students to be enrolled in the School (hereinafter referred to as a “Student” or “Students”). SESI agrees to establish and maintain, in accordance with Exhibit A, one or more of an early intervention behavior modification program, a program for special education classifications including autism spectrum disability, or a program for special education classifications including emotional disabilities and especially students with multiple disabilities (collectively the “Services”), for Students enrolled in the School. The Services shall include providing all personnel, materials and supplies necessary to provide the Services set forth in Exhibit A in accordance with the terms hereof.
2. Applicable Laws. SESI will deliver the Services in accordance with all applicable federal, state, and local statutes, ordinances, resolutions and regulations, including, without limitation, the federal law commonly known as the Individuals with Disabilities Education Act, and regulations promulgated thereunder (“IDEA”) (collectively, “Laws”).
3. Access. Upon reasonable prior notice to SESI, the District will be granted access to the School to observe and evaluate the Students and provision of the Services. If and to the extent that this Agreement requires SESI to perform any portion of the Services on District premises, the District grants SESI access to District designated facilities, but only to the extent necessary to provide the Services in accordance with this Agreement.
4. Teaching Staff. SESI is responsible for recruiting, training, assigning and supervising teachers in the School who will maintain state required licenses and background checks.
5. No Conflict of Interest. SESI certifies that it has and will not acquire an interest or obligation that conflicts with any provision of this Agreement, or that would preclude SESI from complying with the provisions herein.

6. Guaranteed and Additional Fees. In consideration of the Services to be provided by SESI, the District will pay SESI the fees set forth on Exhibit A.
7. Term and Termination. The term of this Agreement will begin on August 24th, 2026 and end on June 4th, 2027 (“Term”), unless extended in writing by the parties. If this Agreement is extended, the parties agree that the Tuition and Fees will be increased by 5% unless otherwise negotiated and revised in writing. Either party, upon thirty (30) days written notification to the other party, may terminate this Agreement. Upon termination, SESI will charge Tuition and Fees up to and including the Termination Date.
8. Distance Learning. When due to government or District mandated actions (directly or through its board of education) preventing SESI from conducting in-person classes, SESI may deliver, in consultation with the District, the Services, in whole or in part, via distance learning to the extent practicable, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the level of service reasonably practical under the same circumstances, at the fees, rates and payment schedules as set forth in this Agreement.
9. General Supervision of Services. The District or its designated representatives shall have the right to general supervision of the Services, the right to approve such Services and the right to make changes to the Services in accordance with the terms of a Student’s IEP. SESI will maintain records of the Services provided to the Students, invoices issued to the District and payments made to SESI during the term of this Agreement. Such records shall be consistent with any guidance or standards developed by the Department of Education. SESI shall allow the District or the Pennsylvania Department of Education to conduct announced and unannounced site visits and to review all documents relating to the provision of Services to the Students during hours that are least disruptive to the daily operation of the School.
10. Invoicing and Payment. SESI will invoice the District monthly by the 15th day of the following month in which Services were provided. All invoices are due and payable within thirty (30) days of receipt. Any disputed invoice amounts must be raised to SESI within 30 days of receipt of invoice, otherwise, such invoice amounts are deemed to be accepted.
11. Student Identification and Assignment.
 - a. Upon a student referral by the District, the District will provide SESI with i) a referral packet for SESI evaluation that includes student data, student record, the academic status or chronic disruptive behavior prompting the referral, and when applicable (ii) the IEP, an established Functional Behavioral Assessment (“FBA”) & Behavior Intervention Plan (“BIP”). SESI will evaluate each District-referred student and determine whether the Program can meet the needs of the student, including current IEP, FBA and BIP, when applicable. After such an evaluation, SESI has final discretion to determine if a student is accepted into the Program and may decline acceptance, regardless of advance payment by District, by providing written notification to the District of its reason(s) for decline. Upon acceptance by SESI of a student into the Program, such student’s placement must be initiated by written notice from the District and SESI will agree on a commencement date for each student. If after enrollment, SESI determines a Student’s placement is no longer in

the best interest of the Student or Student behaviors are a threat to Student, SESI staff or other students in the Program, SESI will notify District in writing and the parties will convene a meeting within thirty (30) days of SESI notification to discuss student transition and alternate placement.

- b. The District agrees that each Student enrollment at High Road School of York shall be reviewed at each semester break and may be extended, as mutually determined by the District and/or the Student's parents and SESI to be in the best interest of the Student.

12. Parent, Guardian or Kinship Caregivers Consent. The District shall assist SESI in obtaining the written consent of Student's parents, guardians, or kinship caregivers for the Student enrollment and participation in the School; release of Student records including the Student's prior rate of attendance, grade level when referred to the Program, number of times retained, academic performance record on all tests administered by the District, and the number of classes passed/credits earned; emergency medical care, drug testing, Student participation in media releases; and any other matter for which consent is required.

13. Student Records.

- a. The District hereby acknowledges that SESI and its employees are considered "other school officials" with a legitimate educational interest such that they are entitled to access to education records under the Family Educational Rights and Privacy Act, ("FERPA"), 20 U.S.C. §1232g.
- b. The District will provide SESI with: attendance, academic and disciplinary records; IEPs (if applicable); previous or current standardized or other test scores and any other pertinent Student information via a secure electronic transmission.
- c. The District shall accept attendance and academic data using electronic file transfer from SESI in a format specified by and acceptable to the District. SESI shall report attendance on a timetable required by the District.
- d. For the academic year following the Student's transition back to the District, the District shall provide SESI the Student's academic, behavioral and attendance records.
- e. To the extent SESI obtains Student records and information, and to the extent that SESI is involved in the survey, analysis, or evaluation of Students incidental to this Agreement, SESI agrees to comply with all requirements of the FERPA and the Protection of Pupil Rights Amendment (PPRA).
- f. To the extent required by law, SESI agrees to comply with the subcontractor business associate provisions of the Health Insurance Portability and Accountability Act of 1996 privacy rule as amended by the Health Information Technology for Economic and Clinical Health Act.

14. Health Records. The District will maintain all Student health and immunization records as well as proof of physical examination for those Students enrolled at the School and such records must be secured prior to Student enrollment.

15. Transportation. The District shall provide, at its expense, bus transportation for eligible Students consistent with the District's transportation guidelines and policies.

16. Compliance with Applicable Laws. SESI represents it complies with applicable laws and regulations governing the Services including student privacy laws including the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). The School is non-public and maintains licenses and certifications as required by Pennsylvania law. SESI employees have the requisite skill, expertise and knowledge necessary to perform the Services required under the terms of this Agreement.
17. Background checks. SESI employees who are assigned to perform the Services meet the hiring requirements for school-based employees as required by Pennsylvania laws governing private school-based employees.
18. Student Progress Reports. SESI shall make available to the District or its representatives those progress and evaluative reports upon request or as required by a Student's IEP.
19. Student Records Access. Subject to such consents from the Student or the Student's parents or legal guardians as may be required, (i) the School agrees to make reasonably available to the District during the School's normal business hours, and to send to the District promptly following the District's reasonable request, copies of reports concerning the Student's programs and process prepared by the School, as follows: Functional Behavioral Assessment (FBA), Behavior Intervention Plan (BIP), Progress Reports, graphs concerning achievement of IEP goals, and assessments prepared pursuant to any consent for reevaluation provided with respect to the Student; (ii) the School shall also provide to the District copies of any psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or which are provided to the School by third parties, promptly after they are available to the School.
20. Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, electronic computer virus, civil disturbances, war, and strike.
21. Indemnification and Limitation of Liability. To the extent permitted under law,
 - a. District agrees to indemnify SESI and its officers, directors and employees ("SESI Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("SESI Losses") to which SESI may be subjected by reason of gross negligence or willful misconduct of District, its officers, directors or employees; provided however, SESI Indemnitees may not seek indemnification from District for any SESI Losses caused, in whole or in part, by the acts or omissions of SESI, its officers, directors and employees.
 - b. SESI agrees to indemnify District and its officers, directors and employees ("District Indemnitees") against and from Claims (defined below) asserted by third parties for direct costs, expenses (including reasonable attorney's fees), damages, injury or loss ("District Losses") to which District may be subjected by reason of gross negligence or willful misconduct of SESI, its officers, directors or employees; provided however, District Indemnitees may not seek indemnification

from SESI for any District Losses caused, in whole or in part, by the acts or omissions of the District, its officers, directors and employees.

- c. **Claims.** If a claim for indemnification (a “Claim”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “Claim Notice”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure.
 - d. Notwithstanding any other provision, the total liability of SESI for all claims under this Agreement is limited to the total amount of fees paid to SESI under this Agreement. Neither SESI nor the District shall in any event be liable for any indirect, consequential, or punitive damages, even if SESI or District have been advised of the possibility of such damages.
22. **Disputes and Investigations.** In the event that any action, suit, proceeding or investigation relating to this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense. In the event any dispute arises out of this Agreement, the parties will seek to resolve the dispute as expeditiously as possible. Except as may be set forth herein, the interests of the referred Student shall be of the foremost concern in resolving such disputes.
23. **Assignment.** No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that SESI may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of SESI or any entity acquiring all or substantially all of the stock, equity or assets of SESI.
24. **Notice.** Any notice required to be given under this Agreement shall be in writing and shall be duly served when it is (i) hand delivered to the addresses set out below, (ii) deposited, duly registered or certified, return receipt requested, in a United States Post Office, or (iii) via overnight delivery, to the party at the following addresses:

For the District	For SESI
West York Area School District 1891 Loucks Road York, PA 17408 Attention: Heather Hossler	Specialized Education of Pennsylvania, Inc. PO Box 444 Elmsford NY 10523 Attention: Dawn Thomas

	With a copy to SESI General Counsel at the address above.
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Any party may designate a different address by giving the other party thirty (30) days prior written notice in the manner provided above.

25. Governing Law. This Agreement shall be construed, interpreted, and governed by the laws of Delaware.
26. Academic Assessment. SESI will provide the Student normal and standardized “pre-post” academic assessment each year.
27. Notice of Incidents involving Students. SESI will promptly notify the District of any significant incidents (i.e., restraints) or changes regarding the Student’s progress, behavior, or social/emotional issues. SESI will provide the District with a copy of the student handbook and restraint policy.
28. Independent Contractor. The relationship between the District and SESI shall be that of principal to independent contractor, and the employees of one shall not be deemed employees of the other for any purpose whatsoever. Each party shall maintain during the term of this Agreement such disability and worker’s compensation insurance for its respective employees and staff as is required by law. Each party shall indemnify and hold harmless the other against any claim or demand made by employees or staff of the indemnifying party against the other based on rights or privileges applicable to employees of the other. Each party shall be solely responsible for the hiring, training, and termination of its own employees and contractors.
29. Entire Agreement. This Agreement includes all exhibits, schedules, attachments attached hereto as well as duly executed Student Enrollment Form(s) incorporated herein by reference. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements and statements, all of which have been fully integrated herein. This Agreement also supersedes any course of conduct, performance or dealing between the parties. No amendment or modification changing this Agreement’s scope or terms shall have any force or effect unless executed and delivered in writing and signed by all parties.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as of the Effective Date above.

West York Area School District

Name: Daniel B Rice II
Title: School Board President
Date: August 18, 2026

Specialized Education of Pennsylvania, Inc.

-

Name:

Title:

Date:

Exhibit A
High Road School of York Fee Schedule

Rates are in US Dollars

Total Guaranteed Fee	\$78480		
Rate Type	Fee Per Day	Number of Students	Number of Days
Guaranteed Special Ed. Seat	\$218	2	180
Additional Special Ed. Seat	\$251	See below	See below

- a. Guaranteed Seat Tuition. The District agrees to pay SESI the total guaranteed fee set forth above regardless of whether the District refers or enrolls any Students during the Term. Students may not be added to the Guaranteed Seat count after January 15. Students added after January 15 will be subject to the Additional Seat rate noted above.
- b. Additional Student Tuition. When the total student enrollment in the prior month exceeds the number of guaranteed seats set forth above, the Additional Seat Rate, as set forth above will be charged per student for each day such overage occurs.
- c. Billing. The Total Guaranteed Fee will be invoiced in 10 equal monthly installments. Invoices will also reflect Additional Seat(s), if any.

AGREEMENT

This Agreement made the 18th day of August, 2026, West York Area School District and YELLOW BREECHES EDUCATIONAL CENTER, INC. having an address of 7 Springview Road, Carlisle, Pennsylvania 17015

WITNESSETH That,

WHEREAS, Contractor, contemporaneously with the execution of this Agreement, agrees to perform the services of this Agreement under the specific terms and conditions as stipulated in Section 1 of this Agreement;

WHEREAS, School District agrees to pay Contractor for services performed as set forth under the terms and conditions in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties, intending to be legally bound, agree to the following:

1. Contractor Services: Contractor will provide the services of this agreement. These services include:

- Academic Instruction
- Experiential Education Activities
- Service Learning Opportunities
- Adventure Based Activities
- Character Development Training
- Individual and Group Counseling
- Activity Coordination and Supervision
- Transportation to and from all planned activities beyond the scope of the District's regular programming (if desired).

2. Location of Contractor Facility: Contractor facility will be located at any YBEC location determined by YBEC and District.

3. School District Commitment: School District agrees to purchase 1 secondary academic placements at a per student rate of \$35,510.00. The School District agrees to purchase transportation for students at a rate of \$24,119.00 for up to three students, any additional students the cost of transportation is \$8,038.00 per student. The School District will pay the Contractor the sum of \$59,629.00 for services in ten (10) monthly installments of \$5,962.90 beginning with a payment in August 2026 and ending with a payment in May 2027.

4. Termination of Agreement: This Agreement shall terminate effective June 30, 2027.

5. Contractor Performance: This Agreement acknowledges that the performance of the services rendered by the Contractor to be as an independent contractor and as such the Contractor shall not be considered an employee of the District for any purpose. The School District further acknowledges that the Contractor shall have the sole authority to control and direct the performance of the details of the work provided under this Agreement. The work, however, is subject to the approval of the School District and shall be subject to the School District's general right of inspection and supervision to secure satisfactory completion. The Emotional Support Planned Course, shall be especially available for inspection and supervision by the School District. Contractor further agrees to comply

with all federal, state, and municipal laws, rules and regulations that are now or may be in the future applicable to the Contractor or the Contractor's business, equipment, and personnel engaged in operations by this agreement.

6. Responsibilities of Contractor: Contractor consents to be fully and entirely responsible for all acts and the acts of its agents and employees while engaged in the performance of its duties under this Agreement. Further, Contractor, its successors or assigns, covenant and agree to indemnify and save harmless School District, absolutely and without limit, against all claims, suits or judgments, asserted, made or recovered by any and all persons on account of the acts or omissions of Contractor, contractor's agents or employees, during the performance of the work herein, and to carry liability insurance in the sum of \$1,000,000 single occurrence and \$2,000,000 aggregate in order to assure the ability to meet such indemnification, a copy of which will be given to the district prior to execution of any service to the district. The agreement between School District and Contractor with respect to the subject matter hereunder is contained in this Agreement. No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the School District, and of the Contractor.

7. Assignment: Any assignment of the Agreement by Contractor without the written consent of the School District shall be void.

8. Indemnity: Contractor agrees to defend, indemnify and save harmless School District, absolutely and without limit, against all claims, suits or judgments, asserted, made or recovered by any and all persons on account of the acts or omissions of Contractor, Contractor's agents or employees, during the formation and conduct of Contractor's business enterprise, including but not limited to reasonable attorney fees incurred by School District. Additionally, the Contractor agrees to carry Errors and Omissions Insurance in the sum of \$2,000,000 aggregate.

WHEREFORE, the parties set their hands and seal the date and year first above written.

School District

By: _____
Daniel B. Rice II, School Board President

Yellow Breeches Educational Center, Inc.

By:  _____
Mark A. Staszko

Lorena Myers		Lori Sunday
Alyssa Garman		Lucy Frasca
Tina Pearman		Jessica Berrios
Von Velazquez		Myrna Powell
Millie Gomez		Stevie Gibson
Jessie Johnson		Holly Green
Tricia Sutherland		Angela Boring
Michele Buchanan		Sandy Sutherland
Joyce Kieffer		Bill Duffy
Frank Frasca		Joelvona McFadden
Jen Chambers		Bobby Anderson
Tanya Shoff		Rose Nagpal
Denzel Bryant		Alex Muniz
David Sprigle		Hannah Knaub
David Horowitz		Brenda Weyandt
Deb Grimm		Rose Hoffman
Crystal Strine		Richard Franklin
Harry Wagman		Herb Divel
Ann Farves		Lorie Bevans
Dusty Badow		Laurie Senft
Kam Zech		Wendy Wertz
Jeanna Sanchez		Jane Yost
Sara Rodkey		Todd Yohe
Leroy Doll		Sid Hendren
Barry Jewitt		Dianne Newman
Jim Clark		Carol Mummaw
Cindy Crawford		Larry Hollingshead
Kendra Walton		Dale Thurlby
Tara Moore		Blaine Fauth

West York Area School District

1891 Loucks Road, Suite 100, York, PA 17408

Board Affirmation Statement

As required by the Pennsylvania Department of Education and State Board Regulations, the Board of Education for the **West York Area School District** reviewed and approved the plan at the following Board Meeting, held on August 18, 2026. The plan was approved by a vote of _____ **(yes)** and _____ **(no)**.

Plan(s) Approved at School Board Meeting:

Place a check in the box next to the board approved plan(s).

☐

Comprehensive Plan

Board Affirmation also includes review and approval of the following state reports:

- Induction Plan (Chapter 49)
- Professional Development Plan (Act 48)
- Gifted Education Plan Assurances* (Chapter 16)



School Plan

West York Area Middle School ATSI Non-Title I Plan

Affirmed on this 18th day of August, 2026.

By: _____
Daniel B Rice II, School Board President

Pennsylvania State Board of Education

Plan Types:

- Non-Designated – non – Title I
- Schoolwide Title I
- CSI
- ATSI – Title I
- **ATSI – non – Title I**
- TSI – Title I
- TSI – non – Title I

Aug

**WEST YORK AREA SCHOOL DISTRICT
APPLICATION FOR THE USE OF SCHOOL FACILITIES**

Please complete this form. Incomplete applications will delay the approval of this form.

Name of Requesting Organization, Business, or Individual: West York Girl Volleyball Booster Club

Type of Organization (See Rental Classifications): B (If none appear appropriate put "Other")

Name of Responsible Requester: Kevin Appnel (on behalf of Booster Club)

Billing Address: 136 Winston Dr., York, PA 17408

Telephone No. Home: _____ Work: _____ Cell: 717-825-9899

E-Mail Address: kappnel@wyasd.org (1st)

E-Mail Address: lorischott@yahoo.com (Alternate)

Building Desired: (One Only-Use a Separate Application for Each Building) High School

Facility Desired: Main gym and Auxiliary Gym

Purpose of Use (be specific): Utilizing up to 4 courts for volleyball fundraiser tournaments

Date(s) Desired: See Attached

Times Desired: From 8:30 a.m. p.m. (circle one) to 6:30 a.m. p.m. (circle one)

Doors need to be Set to OPEN?: YES NO (circle one)

If yes:

Door Opening Times: From 7:30 a.m. p.m. (circle one) to 6:00 a.m. p.m. (circle one)

Please use a separate sheet, if necessary for multiple dates and times.

Is a rehearsal needed? YES NO (circle one)

If yes:

Date(s) _____ From _____ a.m. p.m. (circle one) to _____ a.m. p.m. (circle one)

Briefly describe the activity (If the activity is a lecture - briefly describe the topic): _____

Is this event a tournament? YES NO (circle one)

If a Spectator event, will admission be charged? ☒ YES ☐ NO (circle one)

If this is an elective training/camp/clinic, will a participation fee be required? YES ☐ NO ☐ (circle one)
***If a student participation fee is charged, an independent Certificate of Liability is Required.**

****If a student participation fee is charged, will scholarships be available for West York students who are unable to pay? YES ☐ NO ☐ (circle one)**

Is this a fund raising activity: ☒ YES ☐ NO (circle one)

~~YES to any of the above questions requires the Application to be Board approved
 Applicable Applications must be received by the Chief Finance and Operations Officer 45 days prior to the event date~~

Please list all District equipment needed: HS & MS Volleyball Net Systems

Please detail any particular concerns or needs related to this application in terms of venue, personnel, or equipment:

N/A

Please list the name, address, telephone number, and e-mail address of at least one, preferably two, responsible officials of your organization who will be present at the time the facilities requested are being used and who will accept responsibility for adherence to the rules and regulations set forth herein:

Kevin Appnel		717-825-9899	kappnel@wyasd.org
Name	Address	Phone No.	E-Mail
Lori Schott		717-324-5245	lorischott@yahoo.com
Name	Address	Phone No.	E-Mail

You must attach the following to the application:

CERTIFICATE OF INSURANCE MUST BE ATTACHED

INFORMATIONAL FLIER OR BROCHURE MUST BE ATTACHED

Please sign the following:

X Lori M. Schott	Booster Club President	7/18/2026
Organization's Authorized Signer	Title	Date

SUPERVISOR OF BUILDINGS AND GROUNDS APPROVAL SIGNATURE **DATE**

ATHLETIC DIRECTOR APPROVAL SIGNATURE (GYMS/ATHLETIC FIELDS) **DATE**

BUILDING PRINCIPAL APPROVAL SIGNATURE **DATE**

CHIEF FINANCE AND OPERATIONS OFFICER APPROVAL SIGNATURE **DATE**

2026-2027 BOOMSTICK VOLLEYBALL TOURNAMENT SCHEDULE (PROPOSED/DRAFT)

DATE	TIME	TYPE	FORMAT
Sunday, October 11, 2026	8:30AM - 6:00PM	Tournament	Mens/Boys 6's (Open Level)
Saturday, October 24, 2026	8:30AM - 6:00PM	Tournament	Jr. Boys 6's (Club Level)
Saturday, November 7, 2026	8:30AM - 6:00PM	Tournament	Mens/Boys 6's (Open Level)
Saturday, November 14, 2026	8:30AM - 6:00PM	Tournament	Jr. Boys 6's (Club Level)
Saturday, December 19, 2026	8:30AM - 6:00PM	Tournament	Mens/Boys 6's (B/BB & Club Levels)
Saturday, January 23, 2027	8:30AM - 6:00PM	Tournament	Mens/Boys 6's (Open Level)
Saturday, February 20, 2027	8:30AM - 6:00PM	Tournament	Jr. Girls (TBD Level)
Saturday, March 20, 2027	8:30AM - 6:00PM	Tournament	Jr. Girls (TBD Level)
Saturday, April 17, 2027	8:30AM - 6:00PM	Tournament	Jr. Girls (TBD Level)
Saturday, May 1, 2027	8:30AM - 6:00PM	Tournament	Men's 6's & Women's 6's (Open Level)

August 11, 2026 Board Meeting Personnel Action Items: Appointments

*This individual is recommended for employment as presented and in accordance with all Agreements, pending receipt of confirming credentials.
(Bold Items are new)*

LONG TERM SUBSTITUTE PERSONNEL

	Name	Assignment	Hire Date (On or About)	End Date	Replacing
1	Sophia Bach	LWY Music Teacher	08/17/2026	end of 1st Semester of 2026-2027 SY	F. Wentworth

SUPPORT PERSONNEL:

	Name	Assignment	Hire Date (On or About)	Wage	Replacing
2	Kim Davis	HS PT Food Services Assistant	08/17/2026	III, Row A	D. Burke
3	Cecelia Duggan	HS PT Food Services Assistant	08/17/2026	III, Row C	K. Phillips
4	Kelly Klinedinst	WAL FT Health Room Aide	08/12/2026	I, Row M	J. Toomey
5	Jocelyn Laboy	WAL FT HQ AS Teacher Aide - Stipend	08/17/2026	III, Row D	A. Steigleman
6	Steven Mummert	LWY FT Custodian	08/03/2026	III, Row E	M. Fuentes
7	Grace-C Powell	LWY FT HQ AS Teacher Aide - Stipend	08/17/2026	III, Row F	E. Chenoweth
8	Cynthia Sipe	TRM PT Building Clerk	08/17/2026	III, Row D	K. LoDrago
9	Marsha Tinder	MS PT Food Services Assistant	08/17/2026	III, Row E	Y. Urey

SUPPORT SUBSTITUTE PERSONNEL:

This individual is recommended as presented and in accordance with the April 19, 2005 Board Action Item 9(l), pending receipt of confirming credentials, effective for the 2026-2027 SY.

	Name
10	Jessica Cramer

COCURRICULAR NON-ATHLETIC PERSONNEL:

These individuals are recommended for employment as presented and in accordance with the Agreement between the West York Area School District and West York Area Education Association, pending receipt of confirming credentials, effective for the 2026-2027 SY

	Name	Assignment	Replacing
11	Brett Butler	HS Assistant Marching Band Director	-
12	Michael Nardelli	LWY Instructional Leader	C. McKee
13	Deborah Parr	MS Yearbook Advisor	G. Ramsey
14	Deborah Parr	Student Council	T. Rundle

COCURRICULAR ATHLETIC PERSONNEL:

These individuals are recommended for employment as presented and in accordance with the Agreement between the West York Area School District and West York Area Education Association, pending receipt of confirming credentials, effective for the 2026-2027 SY. Newly hired staff is italicized.

	Name	Assignment
15	Erik Amspacher	HS Head JV Baseball

16	Amanda Austin	HS Unified Track and Field
17	Gary Barshinger	MS Assistant Girls Soccer
18	William Chambers	HS Assistant Track
19	Blake Chronister	HS Head Baseball
20	Douglas Crawford	HS Head Boys Tennis
21	Abby Cox	HS Head Girls Lacrosse
22	Lynn Fuhrman	MS Head Track
23	Emma Geiger	MS Assisant Boys Soccer
24	Andrew Geller	MS Head Boys Soccer
25	Jason Getz	MS Head Girls Soccer
26	John Glass	HS Head Track
27	Cameron Goodling	HS Assistant Boys Lacrosse
28	<i>Tyler Johnson</i>	<i>HS Assistant Girls Soccer</i>
29	Kelly Kardos	MS Assistant Track
30	Matthew Knisley	HS Assistant Baseball 1/3 position
31	Stephanie McGlynn	HS Assistant Girls Softball
32	Timothy McNicholas	HS Head Boys Lacrosse
33	Titania Thomas	HS Assistant Track
34	Ashley Walton	HS Unified Track and Field
35	Nicole Weaver	HS Assistant Track
36	Ally Williams	HS Assistant Girls Lacrosse
37	Corey Wise	HS Assisant Baseball 1/3 position
38	Ashley Zech	HS Head Girls Softball

August 11, 2026 Board Meeting Personnel Action Items: Transfers

*These individuals are recommended for transfers.
(Bold Items are new)*

ADMINISTRATIVE, CONFIDENTIAL AND PROFESSIONAL STAFF:

	Name	Current Position	New Position	Effective on or about	Replacing	Salary
1	Jaime Betz	Special Ed. Admin Assitant	Executive Assistant to the Assistant Superintendent	8/12/2026	V. Carter	\$58,000

SUPPORT STAFF

	Name	Current Position	New Position	Effective	Replacing	Salary
2	Kayla Miles	MS FT HQ AS Teacher Aide - Stipend	TRM FT HQ AS Teacher Aide - Stipend	08/17/2026	J. Frealing	No Change
3	Wendi Reid	Long Term Substitute Teacher	MS FT HQ AS Teacher Aide - Stipend	08/17/2026	K. Miles	II, Row H
4	Roberta White	WAL PT Custodian	WAL FT HQ AS Teacher Aide -Stipend	08/17/2026	K. Kirkessner	no change

August 11, 2026 Board Meeting Personnel Action Items: Resignations

These individuals submitted their resignations.

(Bold Items are new)

	Name	Position	Date of Hire	Effective Date
1	Linday Kahley	TRM PT HQ LS Teacher Aide	09/08/2025	07/16/2026
2	Tammy Kriner	MS PT Food Services Assistant	09/17/2008	07/16/2026
3	Casey Landis	TRM FT HQ Teacher Aide	05/02/2013	06/17/2026
4	Christiana Lipsitz	LWY PT HQ LS Teacher Aide	08/13/2025	07/23/2026
5	Erin Palmer	TRM PT HQ LS Teacher Aide	01/30/2023	07/13/2026
6	James Stachowski	Computer Technician	06/01/2026	06/30/2026
7	Jennifer Toomey	TRM FT Health Room Aide	08/12/2024	06/30/2026

August 11, 2026 Board Meeting Personnel Action Items: Volunteers

These individuals are recommended as presented, pending receipt of confirming credentials, effective for the 2026-2027 SY. (Bold Items are new)
(Bold Items are new)

Name	
1	Vicki Blouse
2	Chase Bumsted
3	Lisa Conley
4	Jessie Johnson
5	Victoria Myers
6	Blake Shaffer
7	Jeffrey Wagner
8	Tara Wagner
9	Gregory Whitecomb

August 11, 2026 Board Meeting Personnel Action Items: Retirements

This individual has submitted her retirement.

(Bold Items are new)

	Name	Position	Date of Hire	Effective Date
1	Jeffrey Ludwig	Supervisor, Facilities	10/19/2016	10/30/2026
2	Yvonne Urey	MS PT Food Services Assistant	9/8/2025	07/08/2026

August 11, 2026 Board Meeting Personnel Action Items: Student Teachers/Interns

*This individual is recommended for the First Semester of the 2026-2027 SY School Year,
pending receipt of confirming credentials.*

(Bold Items are new)

Name/University	Cooperating Teacher/Building
1 Gavin Smith York College	Brandon Fuhrman High School Athletic Department

August 11, 2026 Board Meeting Personnel Action Items: Salary Column Moves

These individuals fulfilled their contractual obligation with successful completion of additional coursework needed and requests a salary column move as noted, effective for the 2025-2026 SY.

(Bold Items are new)

	Name	Current Column	Requested Column Move
1	Kristine Barshinger	M+30	M+45
2	Vanessa Bicher	M+30	M+45
3	Emma Geiger	M	M+15
4	Paige Gembe	M	M+15
5	Kelly Kardos	M	M+15
6	Tristan Philbrook	M+30	M+45
7	Tonia Sallaway	M+15	M+30



WEST YORK AREA SCHOOL DISTRICT AUGUST 2026 BOARD REPORT



Multi-Purpose Field Bleachers

- The bleacher contractor completed the install of the bleachers at the multi-purpose field.



Softball Field Grading

- Site contractor completed the grading for the softball field.
- Hummer also began their install of diamondtex.



Paving at Multi-Purpose Field Parking Lot

- The site contractor has begun paving at the multi-purpose parking lot.





WEST YORK AREA SCHOOL DISTRICT AUGUST 2026 BOARD REPORT



Upcoming Work: August– September 2026

- Site contractor will continue to work on paving roadways and prepping sidewalks.
- GC and Site Contractor completed the foundation walls and will continue to work on slabs for fieldhouses.
- Turf installer will be onsite to complete the turf install.
- Electrician to continue auguring and setting light pole bases at parking lot islands and setting poles.

BUDGET

Change Order Status (Based on Change Orders Approved to Date)

Contractor	Bid Award Amt	Approved Change Orders	Current CO %	Current Revised Contracts
eciConstruction, LLC.	\$13,872,600.00	\$14,592.00	0.10%	\$13,887,192.00
MidState Mechanical & Electrical	\$2,648,350.00	\$60,037.26	2.26%	\$2,708,687.26
Myco Mechanical, Inc.	\$305,000.00	\$0.00	0.00%	\$305,000.00
Vision Mechanical, Inc.	\$363,250.00	\$0.00	0.00%	\$363,250.00
Total Contract Amounts	\$17,189,200.00	\$2,941.00	0.11%	\$17,192,141.00

BUDGET

Pending Change Orders

Contractor	Contractor PCO #	Description of Work	PCO Amount	Status
eciConstruction, LLC.	#1	Added Downspouts to Fieldhouses	\$12,624.00	For Review
eciConstruction, LLC.	#3	Door, Frame & Hardware	\$21,628.00	For Review
eciConstruction, LLC.	#9	Pump Station Upgrades	\$8,568.00	For Review
eciConstruction, LLC.	#10R2	HS Curb/ Sidewalk Delete	(\$13,428.00)	For Review
eciConstruction, LLC.	#11	Credit Electric Strikes	(\$1,473.00)	For Review
eciConstruction, LLC.	#12	Alt Option 2 Water Line	\$10,528.00	For Review
eciConstruction, LLC.	#14	Basin Geo Fabric Delete	(\$4,864.00)	For Review
eciConstruction, LLC.	#15	Softball Field Drains	\$4,445.00	For Review
eciConstruction, LLC.	#17	Replace Storm Pipe on Adams	\$27,150.00	For Review
eciConstruction, LLC.	#19	MS Curb/ Sidewalk	(\$22,850.00)	For Review
MidState Mechanical & Electrical	#3R3	EM Egress Lighting	\$100,082.00	For Review
MidState Mechanical & Electrical	#6	Hudl Cam Pole	\$15,344.70	For Review
MidState Mechanical & Electrical	#7R3	AV Cab & Scoreboard	\$33,052.00	For Review
MidState Mechanical & Electrical	#8R2	Scoreboard Feeder Credit	(\$12,033.00)	For Review
MidState Mechanical & Electrical	#9R2	Temp Field F Scoreboard & AV	\$7,044.00	For Review
MidState Mechanical & Electrical	#10	Walkway Lights & Sign	\$6,636.00	For Review
MidState Mechanical & Electrical	#12	Repair MS Parking Lights	\$20,093.00	For Review
MidState Mechanical & Electrical	#13	Sewer Pump Feed	\$8,844.00	For Review



WEST YORK AREA SCHOOL DISTRICT AUGUST 2026 BOARD REPORT



Board Action Items

- Approval of outstanding change orders.

Construction Update:

Main Stadium Clean Fill Testing

Kleinfelder was onsite on **Monday, July 27th**, to conduct clean fill sampling for the main stadium. The sampling was completed successfully, and no irrigation lines were encountered during the testing process. The soil samples were shipped to the laboratory on **Tuesday, July 28**, for analysis. Test results are expected to be returned in approximately two weeks, with a tentative completion date of **August 11th**. Once the results are received, the team will review the findings and determine the next steps for soil management within the stadium area.

Multi-Purpose Field

Construction of the multi-purpose field continues to progress. The turf installer is scheduled to mobilize on **August 10th** to begin installation of the synthetic turf. The current schedule targets completion of the turf installation by **August 24th**, weather and site conditions permitting.

	SOFT COSTS West York Athletic Fields Project						
							\$865,798.15
Invoice	Date	Check #	Amount	Payee	Reason for Disbursement		Running Balance
87937	1/30/26	59632	\$55,718.00	Hummer	Irrigation System		\$810,080.15
			\$29,460.56	Kleinfelder Site Assessment	Soil Samples-remaining		\$780,619.59
1587318	4/5/26	ACH	\$47,642.55	Kleinfelder Site Assessment	Soil Samples- #1		\$732,977.04
	6/11/26	ACH	\$8,484.45	Kleinfelder Site Assessment	Soil Samples #2		\$724,492.59
	7/9/26	ACH	\$2,912.44	Kleinfelder Site Assessment	Clean fill coordination		\$721,580.15
			\$152,256.00	Daktronics	Scoreboard		\$569,324.15
Permit	4/2/26	59894	\$100,946.00	Code Administrators	Inspections- HS Project		\$468,378.15
Permit	4/2/26	59895	\$128,501.90	West Manchester Township	Building Permit- HS Project		\$339,876.25
883756-3-1	5/15/26	ACH	\$109,619.00	Daktronics	Mini-Stadium Board		\$230,257.25
88237	6/5/26	##	\$14,033.00	Hummer	Final Irrigation		\$216,224.25