

Loyalsock Township School District

Meeting of School Directors

October 1, 2025

7:00 p.m.

*Loyalsock Township School District
Secondary Campus
Multi-Purpose Room (D10/11)
2101 Loyalsock Drive
Williamsport, PA 17701*

AGENDA

- 1. Call to Order – President**
- 2. Pledge of Allegiance**
- 3. Administrative Report/Executive Session Purpose – Mr. Christopher Kenyon, Solicitor**
- 4. Roll Call – Mr. M. Daniel Egly, Board Secretary**

MEMBER

_____ David Bjorkman
_____ Lynn Frey, Vice President
_____ Hal C. Gee, Jr., President
_____ Benjamin Hepburn
_____ Robert D. Leidhecker
_____ JacLynne Lindsay, Treasurer

MEMBER

_____ David W. Pfleegor, II
_____ Melvin E. Wentzel
_____ Michael J. Zicolello
_____ *Christopher Kenyon, Solicitor
_____ *_____, Superintendent
_____ *M. Daniel Egly, Business Mgr./Bd.Secretary
_____ *Brooke Beiter, Ph.D., Assistant Superintendent
_____ *(Non-Voting Member)

OTHERS

_____ Stephen Hafele, High School Principal
_____ Richard Cummings, Secondary Principal
_____ Rachelle Ackerman, Middle School Principal
_____ Dayne Waller, Middle School Assistant Principal
_____ Marc Walter, Elementary Principal
_____ Megan Renninger, Elementary Assistant Principal
_____ Eric Gee, Director of Technology
_____ Lisa Fisher, Supervisor of Special Education
_____ Teri Key, Supervisor of Curriculum & Instruction

- 5. A. Recognition of Guests or Scheduled Speakers/Public Comments**
 - Jazz Band Ensemble

B. Public Comments Relative to Agenda Items

6. Minutes

A. Approval of Minutes

It is recommended (Board Secretary) the Board approve the Minutes of the following meeting:

- September 3, 2025 – School Board

Motion: Second:
Yes:
No:
Absent:
Result:

7. School/District Programs and Operations

A. Educational Trip Abroad Experience – Costa Rica & Panama

It is recommended (Administration) the Board approve an educational trip to Costa Rica & Panama (tentatively Summer 2027) as outlined in the attached proposal, subject to change depending on health and safety concerns. There is no cost to the District for this request. The District assumes no liability or responsibility for this trip.

Motion: Second:
Yes:
No:
Absent:
Result:

B. Agreement with Nittany Learning Services (AEDY)

It is recommended (Administration) the Board approve the attached agreement with Nittany Learning Services, 247 Pennsylvania Avenue, Sunbury, PA 17801, for educational services during the 2025-2026 school year.

Motion: Second:
Yes:
No:
Absent:
Result:

8. Personnel

A. Retirement – Superintendent of Schools

It is recommended that the Board accept the retirement of Gerald McLaughlin as the Superintendent of Schools effective September 30, 2025. Mr. McLaughlin has served the District for approximately 25 years.

Motion: Second:
Yes:
No:
Absent:
Result:

B. Appointment – Superintendent of Schools

It is recommended the Board appoint Dr. Brooke Beiter as Superintendent of Schools pursuant to the terms of the attached agreement effective October 1, 2025 through June 30, 2029.

Motion: Second:
Yes:
No:
Absent:
Result:

C. Abolish Position – Assistant Superintendent of Schools

It is recommended the Board abolish the position of Assistant Superintendent of Schools contingent upon the appointment of Dr. Brooke Beiter as Superintendent of Schools.

Motion: Second:
Yes:
No:
Absent:
Result:

D. Food Service Personnel

It is recommended (Business Manager) the Board approve the transfer of Susanne Covert as a substitute to a part-time food service employee effective September 29, 2025. Ms. Covert will receive an hourly rate of \$15.75.

Motion: Second:
Yes:
No:
Absent:
Result:

E. Memorandum of Understanding – Head Custodian

It is recommended (Business Manager) the Board approve the attached Memorandum of Understanding regarding the position of head custodian.

Motion: Second:
Yes:
No:
Absent:
Result:

F. Winter Athletic Personnel

It is recommended (Athletic Director) the Board approve the attached list of winter athletic personnel (pending documentation) for the 2025-2026 sports season.

Motion: Second:
Yes:
No:
Absent:
Result:

G. Retirements/Resignations

The Board acknowledges notice of the following resignations/retirements:

- Matthew Little; Network Specialist; Resignation effective September 12, 2025
- Noah Green; Staff Accountant; Resignation effective September 7, 2025
- Eric Wolfgang; School Police Officer; Resignation effective September 4, 2025
- Connie Bickel; Food Service Employee; Resignation effective October 3, 2025
- Andrew Magyar; Custodial Employee; Retirement effective October 24, 2025

9. Other

A. Consulting Services Agreement

It is recommended the Board approve the attached agreement for consulting services with Gerald McLaughlin.

Motion: Second:
Yes:
No:
Absent:
Result:

B. PSBA Election of Officers

It is recommended the Board Secretary cast the necessary ballots for the following 2026 PSBA Officers on behalf of the Board of School Directors of the Loyalsock Township School District:

i. President-Elect (Holly Arnold) _____

Motion: Second:
Yes:
No:
Absent:
Result:

ii. Vice President (Matt Vannoy)_____

Motion: Second:
Yes:
No:
Absent:
Result:

iii. 2026-2027 C-1 Sectional Advisor (Duane Naugle)_____

Motion: Second:
Yes:
No:
Absent:
Result:

iv. 2026-2028 Central Zone Representative (Julie Preston)_____

Motion: Second:
Yes:
No:
Absent:
Result:

v. PSBA Insurance Trustees (Kathy Swope & Roberta Marcus)_____ &

Motion: Second:
Yes:
No:
Absent:
Result:

10. Information/Discussion Items

A. Board Comments/Reports

- Community Wide Safety Committee – Mr. Bjorkman
- Recreation Board – Mr. Leidhecker
- Wellness Committee – Mr. Pfleegor
- IU 17 – Mr. Zicolello
- Act 48 Committee – Mr. Wentzel
- LycoCTC – Mrs. Frey
- The Lancer Foundation – TBD
- PSBA Liaison – Mrs. Lindsay

B. Administrative Reports/Discussion

11. Public Comments & Responses to Public Comments at Previous Meeting

12. Upcoming Board Meeting – November 5, 2025

13. Adjournment

Motion:

Second:

Loyalsock Township School District

Meeting of School Directors

September 3, 2025

7:03 p.m.

*Loyalsock Township School District
Secondary Campus
Multi-Purpose Room (D10/11)
2101 Loyalsock Drive
Williamsport, PA 17701*

MINUTES

- 1. Call to Order – President**
- 2. Pledge of Allegiance**
- 3. Administrative Report/Executive Session Purpose – Mr. Christopher Kenyon, Solicitor**
5:50-7:02 pm – Student Discipline, Personnel, Legal, Safety & Security
7:42-8:19 pm – Legal; Personnel
- 4. Roll Call – Mr. M. Daniel Egly, Board Secretary**

MEMBER

x David Bjorkman
x Lynn Frey, Vice President
x Hal C. Gee, Jr., President
x Benjamin Hepburn
x Robert D. Leidhecker
x JacLynne Lindsay, Treasurer

MEMBER

x David W. Pfleeger, II
x Melvin E. Wentzel
x Michael J. Zicolello
x *Christopher Kenyon, Solicitor
x *Gerald L. McLaughlin, Superintendent
x *M. Daniel Egly, Business Mgr./Bd.Secretary
x *Brooke Beiter, Ph.D., Assistant Superintendent
*(Non-Voting Member)

OTHERS

x Stephen Hafele, High School Principal
x Richard Cummings, Secondary Principal
x Rachelle Ackerman, Middle School Principal
x Dayne Waller, Middle School Assistant Principal
x Marc Walter, Elementary Principal
x Megan Renninger, Elementary Assistant Principal
x Eric Gee, Director of Technology
x Lisa Fisher, Supervisor of Special Education
x Teri Key, Supervisor of Curriculum & Instruction

- 5. A. Recognition of Guests or Scheduled Speakers/Public Comments**
 - Food Service Presentation

B. Public Comments Relative to Agenda Items

6. Minutes

A. Approval of Minutes

It is recommended (Board Secretary) the Board approve the Minutes of the following meetings:

- August 13, 2025 – School Board
- August 21, 2025 – Special Meeting

Motion: Mrs. Lindsay Second: Mr. Bjorkman
Yes: Bjorkman, Frey, Gee, Hepburn, Leidhecker, Lindsay, Pfleegor, Wentzel, Zicoello
No: None
Absent: None
Result: Motion Carried

7. Personnel

A. Long-Term Substitute Nurse

It is recommended (Superintendent/Building Principal) that the Board appoint Laura Fry as a Long-Term Substitute School Nurse effective August 18, 2025. Ms. Fry will receive a salary based on Step 2-M of the Teacher Salary Schedule. It is noted that Ms. Fry will become a Temporary Professional Employee upon receipt of her Level I Certification-School Nurse.

Motion: Mr. Bjorkman Second: Mrs. Lindsay
Yes: Bjorkman, Frey, Gee, Hepburn, Leidhecker, Lindsay, Pfleegor, Wentzel, Zicoello
No: None
Absent: None
Result: Motion Carried

B. Food Service Personnel

It is recommended (Business Manager) that the Board appoint Deanna Snyder as a food service substitute effective August 28, 2025. Ms. Snyder will receive an hourly rate of \$15.00.

Motion: Mrs. Lindsay Second: Mr. Pfleegor
Yes: Bjorkman, Frey, Gee, Hepburn, Leidhecker, Lindsay, Pfleegor, Wentzel, Zicoello
No: None
Absent: None
Result: Motion Carried

C. Appointment of Fall Athletic Personnel – Revised

It is recommended (Athletic Director) the Board approve the attached list of fall athletic personnel (pending documentation) for the 2025-2026 sports season.

Motion: Mr. Wentzel Second: Mrs. Lindsay
Yes: Bjorkman, Gee, Hepburn, Leidhecker, Pfleegor, Wentzel
No: Frey, Lindsay, Zicolello
Absent: None
Result: Motion Carried

D. Retirements/Resignations

The Board acknowledges notice of the following resignations/retirements:

- Shannon Butters; Data Coordinator; Resignation; effective August 22, 2025
- Vicki Killian; Food Service Employee; Resignation; effective August 4, 2025
- Suwarna Bhagat; Food Service Employee; Resignation; effective September 4, 2025
- Maria Cornejo; Paraprofessional; Resignation; effective August 7, 2025
- Joseph Schneider; Custodial Employee; Resignation; effective August 25, 2025

8. Policy

A. Policies

It is recommended (Assistant Superintendent) the Board adopt the following policies as attached:

- Policy 805.1 (New) – Relations with Law Enforcement
- Policy 805.2 (Revised) – School Security Personnel

Motion: Mr. Leidhecker Second: Mrs. Lindsay
Yes: Bjorkman, Frey, Gee, Hepburn, Leidhecker, Lindsay, Pfleegor, Wentzel, Zicoello
No: None
Absent: None
Result: Motion Carried

9. Other

A. Agreement for Contracted Data Coordinator Services

It is recommended (Superintendent) the Board approve the attached Agreement for Contracted Data Coordinator Services with Shannon Butters.

Motion: Mr. Bjorkman Second: Mr. Pfleegor
Yes: Bjorkman, Frey, Gee, Hepburn, Leidhecker, Lindsay, Pfleegor, Wentzel, Zicoello
No: None
Absent: None
Result: Motion Carried

B. Adoption of Resolution – Student #27170

It is recommended the Board adopt the attached Resolution relating to Student #27170.

Motion: Mr. Wentzel Second: Mr. Bjorkman
ROLL CALL
Yes: Bjorkman, Frey, Gee, Hepburn, Leidhecker, Lindsay, Pfleegor, Wentzel, Zicoello
No: None
Absent: None
Result: Motion Carried

10. Information/Discussion Items

A. Board Comments/Reports

- Community Wide Safety Committee – Mr. Bjorkman
- Recreation Board – Mr. Leidhecker
- Wellness Committee – Mr. Pfleegor
- IU 17 – Mr. Zicoello
- Act 48 Committee – Mr. Wentzel
- LycoCTC – Mrs. Frey
- The Lancer Foundation – TBD
- PSBA Liaison – Mrs. Lindsay

B. Administrative Reports/Discussion

11. Public Comments & Responses to Public Comments at Previous Meeting – None

12. Upcoming Board Meeting – October 1, 2025

13. Adjournment @7:36 p.m.

Motion: Mrs. Frey
Second: Mrs. Lindsay

September 24th 2025

Dear Members of the School Board,

I am writing to respectfully request approval for an international educational trip to Costa Rica and Panama in June 2027, organized through EF Educational Tours.

I have previously led successful trips abroad with our students to Peru, the Dominican Republic, and Spain. Each of these experiences proved to be safe, enriching, and transformative for our learners, expanding their cultural knowledge and global perspective.

This upcoming tour will provide students with meaningful opportunities to engage in hands-on cultural, linguistic, and environmental learning experiences. Highlights include:

- Exploring the biodiversity of Rincón de la Vieja National Park in Costa Rica.
- Participating in adventure activities such as snorkeling, ziplining, kayaking, and whitewater rafting.
- Discovering the cultural richness of Panama through guided tours of Casco Viejo, Cinta Costera, and the Biomuseo.
- Learning about global commerce and engineering at the Panama Canal's Miraflores Visitor Center.
- Experiencing cultural exchange through a folklore evening with traditional Panamanian food, music, and dance.

In addition to these unique learning opportunities, traveling with EF Educational Tours provides:

- Safety & Support: A full-time bilingual Tour Director, vetted accommodations, and 24/7 worldwide support.
- Educational Value: Curriculum-aligned experiential learning in science, history, culture, and world languages.
- Accessibility: Flexible payment options to increase participation.

- Experience & Reliability: Over 50 years of success as the world's largest student travel organization.
- Global Citizenship: Students develop independence, intercultural awareness, and career/college readiness skills.

The trip is scheduled for June 9–17, 2027 (with possible travel flexibility June 6–20) and will depart from the New York area. A full proposed itinerary is attached for your review.

I believe this program will inspire our students to broaden their horizons, connect classroom learning with real-world experiences, and create lasting memories. I respectfully request the Board's approval to offer this opportunity to our students and families.

Thank you for your consideration and continued support of global learning experiences. Please let me know if additional information is needed.

Respectfully,

Noelia Huertas

Hi Elina! Here’s an outline of the itinerary you selected. I’ll keep you posted as details like flights and hotels are confirmed.



Bridget Nolan

 [GET IN TOUCH](#)

Travel Dates

2027

JUN 6	JUN 9 – JUN 17	JUN 20
Earliest departure	Requested dates	Latest return

Departing from

New York, NY area (incl. Newark, NJ)

Flights & Hotels

We’ll post details here as soon as they’re available.



The map illustrates a travel itinerary across Costa Rica. It starts in Liberia, moves to Guanacaste (2), then to the Arenal region (2), Sarapiquí, and Alajuela (1). From there, it goes to Gatun Lake, El Palmar, and Panama City (3). A dotted line indicates a route from Panama City to Cartagena (3). Airplane icons mark the start and end points of the journey.

DAY 1

Fly to Costa Rica

Travel to the Arenal region

Enjoy the rainforest from the unique perspective of a zipline through the canopy

(For safety reasons, weight and size restrictions may apply)

Enjoy a kayaking trip on Lake Arenal

Visit La Fortuna Waterfall

Visit the Arenal hot springs

Travel via Sarapiquí to Alajuela

Enjoy a whitewater rafting excursion

Travel to San José

Fly to Panama City

Enjoy a walking tour of Cinta Costera

Take a guided tour of Casco Viejo



Surfing lesson

Learn to surf on the white sand beaches of one of Panama's premier surfing locations. Here, an instructor will teach you how to stand on your board as well as how to paddle and pass waves. Once in the water, you'll have the chance to surf by yourself under the supervision of your instructor.

Take a boat ride on Gatun Lake in the Panama Canal where you will learn about the different species on Monkey Island

Visit the Biomuseo

Visit the Miraflores Visitor Center at the Panama Canal



Folklore evening

Opt to spend the evening learning about the rich cultural traditions of the region over a traditional Panamanian dinner. After dinner, an interactive dance show will make this a night to remember.

ALTERNATIVE EDUCATION FOR DISRUPTIVE YOUTH

ACT 48 Program Agreement for Services

Official public school named Loyalsock Township School District

Official approved private provider name: Nittany Learning Services

AND NOW, this 1st day of October, 2025, Nittany Learning Services with a principal place of operations located at 247 Pennsylvania Avenue Sunbury PA 17801 and the Loyalsock Township School District enter into this Act 48 Program Placement Agreement as follows:

WHEREAS Nittany Learning Services primary operations is an independent contractor for the delivery of alternative education services for disruptive youth and has been since 2016. Nittany Learning Services is an approved private provider of Alternative Education Services for Disruptive Youth by the Pennsylvania Department of Education.

WHEREAS Loyalsock Township School District and, Nittany Learning Services have entered a contractual arrangement, as further described herein, wherein Loyalsock Township School District will have certain placement rights regarding “disruptive youth”, as defined in the Act, that Loyalsock Township School District desires to place their students into the Nittany Learning Services program for educational and counseling services.

NOW THEREFORE, in accordance with the aforesaid recitals, Nittany Learning Services and the Loyalsock Township School District, intending to be legally bound, agree as follows:

1. DEFINITIONS: The following definitions apply regarding the text of this Agreement:

- a. **“TERM”**. For purposes of this Agreement, “Term” shall be 1 year for the 2025-2026 school year.
- b. **“PROGRAM”**. For purposes of this Agreement, “Program” shall be defined as the Nittany Learning Services Act 48 program.
- c. **“PUBLIC SCHOOL”**. For purposes of this Agreement, “PUBLIC SCHOOL” shall collectively be defined as all schools of the Loyalsock Township School District, acting by and through their authorized employees, agents, and representatives; and
- d. **“STUDENT”**. For purposes of this Agreement, “Student” shall be defined as a male or female in middle school, high school, or an area-vocational school at Loyalsock Township School District who has been officially enrolled and designated as a “disruptive youth” in accordance with the Act.

2. MATRICULATION RIGHTS:

The Loyalsock Township School District shall have the right to matriculate students into the Nittany Learning Services program, under the following terms and conditions:

a. Loyalsock Township School District shall certify to Nittany Learning Services that the student is “disruptive” as defined in the Act and provide all pertinent information to Nittany Learning Services regarding said student.

3. COST/PAYMENT:

2025-2026 per diem rates are \$152. The Loyalsock Township School District will be invoiced monthly for per diem rates and payment will be due by the 10th day of the month.

There will be additional changes to our pricing schedule for students with Individual Education Plans (IEP's). The school district will be charged an additional \$55.00 per week for special education students for the duration of their placement in AEDY.

The payment obligation of the Loyalsock Township School District shall not be suspended or otherwise modified because of closure of the district, for any reason, provided that Nittany Learning has made all efforts to fulfill its obligations pursuant to this agreement in maintaining the continuity of the district's education plan.

4. DURATION: The duration is for 1 year 2025-2026.

5. COMPLIANCE – PDE GUIDELINES:

During the entire term of this Agreement, Nittany Learning Services and Loyalsock Township School District warrant to each other that they shall both be and remain in compliance with Act 30, Act 48, 2003/2008 Guidelines regarding Private Alternative Education Institutions or any other requirements issued by the Commonwealth of Pennsylvania, Department of Education, or any other applicable statute or ordinance regarding all aspects of the Act 48 Program referenced herein. In addition, the following specific warranties and assurances apply:

I. FACILITIES/ENVIRONMENT HEALTH AND SAFETY:

a. Nittany Learning Services warrants that its educational facility conforms to all applicable State and local statutes, regulations and building and safety code requirements, in addition to fire and panic requirements of the Commonwealth of Pennsylvania and Centre County, and that said facility has been approved by the Licensing and Inspection Bureau of County, and that a valid Certificate of Occupancy has been issued by said Department of Labor and Industry AND IS ON DISPLAY AT EACH FACILITY.

b. Nittany Learning Services shall provide the Loyalsock Township School District upon written request with any original licenses for review.

c. Nittany Learning Services warrants that its educational facility currently complies with all physical welfare and safety statutes, regulations, ordinances or mandates prescribed or issued by the Department of Environmental Protection and any applicable local governmental authority, and that said facility shall be and remain in compliance with all such physical welfare and safety statutes, regulations, ordinances or mandates during the entire term of this Agreement.

d. Nittany Learning Services warrants that its educational facility meets all state and local statutes regarding environmental health and safety and that artificial lighting facilities, heating facilities, ventilation and cleanliness standards are provided in concert with 24 P.S. 7-736 and 7-737, 7-738, 7-739, and 7-740.

e. Nittany Learning Services has written procedures on file for student and parental/guardian concerns, and those complaints are referred to the public school immediately.

II. SCHOOL FOOD SERVICE:

Nittany Learning Services shall provide all food service and meet the requirements of Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Education Institutions set forth on page 36, items 21-2c and all state and local statutes regarding food safety, inspections, and sanitation. Nittany Learning Services contracts with the Shikellamy School District for its lunch services.

Nittany Learning Services will not be charged for students who receive free or reduced lunch. Students who receive free or reduced lunch will be claimed by the school district that provides lunches to the AEDY program. Nittany Learning Services will not be responsible for paying for free or reduced lunches. NLS will bill the home district for free and reduced lunch students who are not claimed by the district providing lunches.

Students will be responsible for paying Nittany Learning Services the remaining portion of their reduced lunch cost and the full price of a regular lunch. That money will be directed towards the school district that provides the lunches to the AEDY program.

Nittany Learning Services may be responsible for paying any catering fee that is charged for lunches.

III. STAFFING:

Nittany Learning Services warrants that all members of its staff are of good moral character and are at least 18 years of age, that they have been examined by a physician, have had tuberculosis testing, and that each member of the staff has a certificate from a physician on file verifying the examination and results of said examination in accordance with the aforesaid representation.

b. Nittany Learning Services warrants that all employees and members of its staff are citizens of the United States of America.

c. Nittany Learning Services warrants that all employees and members of its staff have applied for and received all applicable and appropriate background information, including Criminal History Records as required by 24 P.S. 1-111 and Pennsylvania Child Abuse History Clearances as required by 23 P.S. 6354, and that all records received show no evidence of a criminal background or a background of child abuse.

IV. STUDENT ATTENDANCE:

a. Loyalsock Township School District warrants that it shall maintain records of student attendance in accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions as set forth on page thirty-six (36), items number 4a, 4b and 4c and the pupil attendance provisions under Chapter 11 of the State Board of Educational Regulations. The specific method for maintaining attendance records shall be by daily physical check of each student through the Nittany Learning Services administrative and teaching staff, documentation of said daily physical check in a written attendance log, kept on file at Nittany Learning Services, with daily contact to each parent or guardian of said student if said student is not present when school is in session.

V. STUDENT AND PROGRAM RECORDS:

a. Nittany Learning Services warrants that during the entire term of this Agreement, Loyalsock Township School District shall receive a written progress report for each Loyalsock Township School District's student matriculated into Nittany Learning Services in accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions. The written progress reports shall include subject and credit information, progress grade information, attendance information, discipline records, student health, teacher, and staff comments regarding said student's educational progress, and any applicable staff comments regarding the student's behavior, conduct or other pertinent issue regarding or related, in any way, with the education of said student.

b. Nittany Learning Services and Loyalsock Township School District, their agents and employees, shall perform their respective duties to ensure that records, names, and identities shall remain confidential as required for fulfillment of the terms of this agreement.

VI. TRANSPORTATION:

a. Loyalsock Township School District will be responsible for the transportation of said students to Nittany Learning Services in accordance with 24 P.S. 13-1361 and 67 Pa. Code Chapter 171.

VII. REQUIREMENTS UNDER SAFE SCHOOLS:

a. Nittany Learning Services warrants that its Act 48 program complies with all provisions of Article XIII-A of the School Code as follows:

All new incidents involving acts of violence, possession of a weapon or possession, use or sale of controlled substances, or possession, use or sale of alcohol or tobacco by any person on school property shall be addressed by Nittany Learning Services administrative staff immediately, the student's parents and/or guardians shall be immediately notified and consulted, appropriate disciplinary action shall be taken by Nittany Learning Services administrative staff, and a written report shall be completed by Nittany Learning Services. Administrative staff shall set forth the name of the student and all pertinent information regarding the incident. A copy of said report shall be placed into the students' file and turned into the Department of Education.

All new incidents involving acts of violence, possession of a weapon and convictions or adjudication of delinquency for acts committed at the Nittany Learning Services educational facility, shall be processed handled in compliance with 24 P.S. 13-1307-A (Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions: Page 37, item 7).

Nittany Learning Services shall follow the Violence Policy about all arrangements with local law enforcement when an incident involving an act of violence occurs, at or near the Nittany Learning Services educational facility.

VIII. SCHOOL HEALTH SERVICES

Nittany Learning Services warrants that it complies with Article 14 of the School Code and compliance with said statutes, ordinances and regulations shall be effectuated by means of providing a licensed and registered school nurse at the Nittany Learning Services educational facility. A nurse will not be present on site. Emergency situations will be handled by contacting the student's parent/guardian and emergency personnel if needed.

Student Health Services will be provided by the Loyalsock Township School District who employ a Registered Nurse that is available for consultation with students and staff. Nittany Learning Services personnel will provide medication administration training and supervision. Health & Immunization Records and proof of physical examination are to be on file with Loyalsock Township School District by the date of admission. Nittany Learning Services will monitor for compliance and work jointly with the public school to maintain records under Article 14 of the School Code. Additional health services as required by the PA School Code will be jointly shared.

IX. ACADEMIC STANDARDS AND ASSESSMENTS:

Nittany Learning Services warrants that it complies fully of the academic standards and assessment under Chapter 4 of the State Board of Education Regulations and the academic standards for Reading, Writing, Speaking and Listening, and Mathematics that were adopted by the State Board of Education and published in the Pennsylvania Bulletin on January 16, 1999.

X. SPECIAL EDUCATION SERVICES AND PROGRAMS:

Nittany Learning Services and the Loyalsock Township School District will collaborate in the development of an individualized instruction program for all students and the implementation of special education services for identified students. Special Education Services and provisions required under Chapter 14 of State Board of Education regulations will be strictly followed, including without limitations: (a.) a consultation with the student, parents/guardian will occur securing the student, parents/guardians written approval to enroll the student in the program (34 CFR 300.345(c)); (b.) the student's I.E.P. will be updated to reflect the decision to enroll the student in the program. The referring district will also update the Evaluation Report prior to admission (34 CFR 300.343); (c.) Any services that are not provided by Nittany Learning Services or cannot be provided by Nittany Learning Services during the period of enrollment will be the responsibility of Loyalsock Township School District and the student shall be considered as a "dual enrollment" under applicable law; (d.) if a student is enrolled and it is later determined that the student should be evaluated under applicable Special Education provisions, including the I.D.E.A. "Child Find" provisions and related reporting (34 CFR 300.125), Nittany Learning Services will forward a copy of the Evaluation Report to the referring public school. The referring district agrees to fully comply with the applicable law regarding the identification and evaluation of said student for Special Education Services; (e.) once a Special education Student is enrolled, Nittany Learning Services will insure that the student's I.E.P. is updated by the referring district prior to enrollment and once the I.E.P. is received, Both parties will insure that all provisions of the I.E.P. are implemented during the education of the student through the use of a Certified Special Education Teacher, or a designee from the referring public school will monitor special education provisions, and ongoing communication with the student, parents/guardians, relevant teaching staff and administration. Nittany Learning Services agrees to update the student I.E.P. annually via a conference with students, parents/guardians, and a designated referring special education representative in accordance with applicable law.

XI. IDENTIFICATION OF ELIGIBLE STUDENTS:

In accordance with Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions, specifically the provisions set forth in 24 P.S. Section 1901-C (5) Loyalsock Township School District shall set forth its internal policies to identify those Loyalsock Township School District students who are eligible for the Nittany Learning Services Act 48 Program and said internal policies shall comply with the informal hearing procedures set forth in 22 Pa. Code 12.8(c).

XII. PERIODIC REVIEW OF STUDENTS:

Loyalsock Township School District and Nittany Learning Services shall together ensure that a review committee reviews each student for return to the regular classroom, at a minimum, at the end of every quarter.

XIII. ANNUAL REPORT

Nittany Learning Services shall submit timely an End-of-Year Report for Private Alternative Education Institutions to the Department of Education on an annual basis.

EXEMPTION FROM STATUTORY REQUIREMENTS:

Nittany Learning Services warrants that it complies with those statutory requirements identified in 24 P.S. 1902-E (3) and all additional statutory provisions, regulations, or ordinances, or legal mandates regarding Nittany Learning Services operations as a private high school or Act 48 Alternative Educational Services Provider (Appendix 3 of the 2003/2008 Guidelines regarding Private Alternative Educational Institutions: Page 39.

CHALLENGES:

Nittany Learning Services confirms and agrees that it shall be fully liable for all damages and costs of any kind resulting from any legal challenge(s) regarding the Nittany Learning Services Act 48 Program and/or the actions of Nittany Learning Services as the Private Alternative Education Institution. The Loyalsock Township School District and its Board of Directors shall not be liable for any activity or operation related to the approved private provider.

HOLD HARMLESS/INDEMNIFICATION:

Nittany Learning Services and Loyalsock Township School District agree to hold each other harmless and indemnify each other from all claims, causes of actions, or litigation, including expenses, costs and attorney's fees, said indemnification including without limitation the Nittany Learning Services Board of Directors, Officers, Shareholders and Loyalsock Township School District Administrators, Board Members, as follows: (a.) To the extent that any claim is asserted regarding the compliance or failure to comply with the I.D.E.A. or other applicable Special Education requirement, or to the extent that the Loyalsock Township School District fails to fulfill any term, covenant or condition of this Agreement, Loyalsock Township School District agrees to hold Nittany Learning Services harmless and indemnify said approved private provider regarding any claims related to the same, including all costs and attorney fees; (b.) to the extent that any claim of negligence is asserted by a third party regarding Nittany Learning Services failure to comply with applicable State statutes or regulations and fails to fulfill any term, covenant or condition of this Agreement, causing Loyalsock Township School District to be a Defendant in litigation by a third party, Nittany Learning Services agrees to hold Loyalsock Township School District harmless and indemnify Loyalsock Township School District including costs and attorney fees.

INSURANCE:

Nittany Learning Services will carry liability insurance for its employees and the program. The Insurance Policy is purchased from Strickler's Insurance Agency and will include general liability, professional liability, abuse and molestation, Workers Compensation, and umbrella. The term for this policy runs yearly from 7-1-25 to 6-3-26

of the following year. A copy of the liability coverage is available to the district upon request and will be on file at the administration office at 300 South Harrison Road, Pleasant Gap PA. 16823,

INSOLVENCY OF PUBLIC SCHOOL:

If Loyalsock Township School District is or becomes insolvent, is declared a Distressed District under applicable Pennsylvania law, or is unable to pay any amounts due hereunder as said payments become due, then this contract shall automatically terminate upon the election of Nittany Learning Services and all payments required hereunder for the remaining Term shall be accelerated and become automatically due and payable to Nittany Learning Services within ten (10) days. If said payment is not received, all Loyalsock Township School District students and related records shall not be entitled to continue to be matriculated at Nittany Learning Services and said records shall be forwarded by Nittany Learning Services. If said payment is received, the matriculated Loyalsock Township School District students shall be entitled to remain for the remainder of the applicable Term.

TERMINATION - PUBLIC SCHOOL:

Nittany Learning Services agrees that the Loyalsock Township School District retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty-day opportunity to cure said default by Nittany Learning Services.

TERMINATION – APPROVED PRIVATE PROVIDER

Nittany Learning Services retains the right to terminate or not to renew this Agreement, after written notice of default and a thirty-day opportunity to cure said default by Loyalsock Township School District for any of the following reasons:

- a. One or more material violations of this Agreement.
- b. Failure to timely comply with Nittany Learning Services requests for information regarding any matriculated students, or failure to cooperate with Nittany Learning Services staff regarding matriculation procedures set forth herein.
- c. Failure to make any payment required hereunder or pay any Nittany Learning Services invoice when due.
- d. Violations of any provision in Act 48 of the Pennsylvania School Code.
- e. Violations of any provisions of state or federal law from which Loyalsock Township School District has not been exempted; Loyalsock Township School District or their Board of School Directors has been indicted for and convicted of fraud.

COMPLIANCE - STATE REGULATIONS:

Nittany Learning Services agrees that as a Private Alternative Education Institution it must comply with all the statutory requirements identified in 24 P.S. 1902-E (3). The

Loyalsock Township School District agrees that it shall comply with all applicable Special Education requirements in accordance with State and Federal Law.

ASSIGNMENT:

Nittany Learning Services agrees that this Agreement may not be assigned or transferred by Nittany Learning Services or Loyalsock Township School District and that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Loyalsock Township School District.

COMPLIANCE:

Nittany Learning Services agrees that this Agreement is subject to all applicable Federal, State, and local laws and regulations, policies and procedures of the Commonwealth of Pennsylvania, Department of Public Education, and the Federal Government.

SEPARABILITY:

Nittany Learning Services agrees that if any provision of this Agreement shall or become invalid or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall, nevertheless, be valid and binding as if such invalid or unenforceable provision had not been contained in this Agreement.

JURISDICTION AND VENUE:

Centre County, Pennsylvania This agreement has been made in the Commonwealth of Pennsylvania and shall be interpreted and enforced under the laws of the Commonwealth of Pennsylvania. Both parties agree that the Court of Common Pleas of Centre County shall be the appropriate venue for any dispute involving this agreement.

MISCELLANEOUS.

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

Nittany Learning Services 300 South Harrison Road, Pleasant Gap PA. 16823.

ENTIRE AGREEMENT

This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inditements, or conditions, express or implied, oral, or

written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing, duly signed by all parties. No delay or forbearance by Nittany Learning Services in exercising any right or remedy hereunder or in undertaking or performing any act or matter which is not expressly required to be undertaken by Nittany Learning Services shall be construed, respectively, to be a waiver of Nittany Learning Services rights or to represent any agreement by Nittany Learning Services to undertake or perform such an act or matter thereafter.

NONDISCRIMINATION

Nittany Learning Services agrees that it will abide by all federal and state laws prohibiting discrimination in admissions, employment, and operation based on disability, race, creed, gender, national origin, religion, ancestry, need for special education services, subject to Nittany Learning Services right to receive waivers from the same or Nittany Learning Services rights of noncompliance as set forth in Act 48 or other legal standard.

Chief School Officer of public-school

Date

Date

CEO of approved private provider

Date

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 1st day of October, 2025, between Loyalsock Township School District (“District”) and Loyalsock Township Education Support Association (“Association”).

WHEREAS, there is an Agreement between the District and the Association, effective July 1, 2025 through June 30, 2030.

WHEREAS, Article 13 Shift Differential; Section 3 Head Custodian includes, but is not limited to, the following terms:

- One position of Head Custodian to serve at the Donald E. Schick Elementary School/Loyalsock Township Middle & High School.
- During the length of this contract, a stipend in the amount of \$3,500 will be paid in two installments of \$1,750 each fiscal year to the person holding this position.

WHEREAS, due to the lack of interest from custodial/maintenance staff, the Supervisor of Buildings & Grounds has previously served in this role.

WHEREAS, this year, the District received interest from custodial/maintenance staff and conducted interviews.

WHEREAS, two candidates emerged as qualified head custodians. Therefore, the parties agree to the following:

- Two positions of Head Custodian may be established to serve in this role.
- While two positions are being served, each head custodian will receive a prorated stipend in the amount of \$2,500.00, paid in two installments.
- The effective date will be the date the employee starts serving in this role.
- If at any time only one person serves in this role, the stipend will revert to the stipend amount of \$3,500.00.
- The Supervisor of Transportation & Facilities and Business Manager will continuously evaluate the role. It is at their discretion to continue with two positions during the current Agreement.

WHEREAS, the parties hereto agree that the circumstances referenced herein warrant this Memorandum of Understanding.

WHEREAS, the District and Association agree that this circumstance will not constitute a past practice for any future instances or occurrences of vacancies.

We agree to the above-referenced terms as outlined in the Memorandum of Understanding.

LOYALSOCK TOWNSHIP EDUCATION
SUPPORT ASSOCIATION

LOYALSOCK TOWNSHIP
SCHOOL DISTRICT

LTESPA President

Board President