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## CONTRACTED SERVICE AGREEMENT

### Fowler USD 225 and Meade USD 226

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This agreement is entered into on this date November 13<sup>th</sup>, 2023, by USD 225 Fowler, Meade County, Kansas and USD 226 Meade, Meade County, Kansas pursuant to K.S.A. 72-13,101 et seq.

WITNESSETH that both boards of education desire to enter into a Cooperative Agreement pursuant to K.S.A. 72-13,101 et seq. to provide a joint secondary educational program for grades 7th-12th for students residing in USD 225.

WHEREFORE: Kansas Law recognizes that any school district, which has entered into such agreement and has discontinued any grade or course of instruction, or unit of instruction meets the accreditation requirements found in K.S.A. 72-634(a)

WHEREAS: Kansas law, K.S.A. 72-13,101(e) provides that for school finance purposes, students under a shared instruction agreement are counted as enrolled in the district of residence and are counted as part of the sending or resident district's enrollment for school finance purposes.

WHEREAS: it is in the best interest of the educational system of both school districts to enter into a cooperative agreement to provide educational programs for 7th-12th grades.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is further agreed to, by and between the parties as follows:

#### **ARTICLE I: AGREEMENT FOR SERVICES**

A. Effective with the 2022-2023 school years, Fowler USD 225 agrees to discontinue their 7<sup>th</sup> – 12th-grade program and send their students in those grades, who reside in USD 225, to USD 226, located in Meade, Meade County, Kansas.

B. Meade, USD 226 agrees that it will accept all USD 225 students in grades 7–12 that reside within USD 225 boundaries and meet the residency requirements of USD 225 contained in K.S.A. 72-3122 and provide a 7–12 educational program for those students in compliance with the Kansas State Board of Education curriculum.

C. In consideration for providing education services to USD 225 grades 7-12 students, USD 225 will pay BSAPP (Base State Aid Per Pupil) to USD 226 for each 7-12 grade student that resides within USD 225 and/or is enrolled and attending USD 226 on the official student count date. Further, USD 225 agrees to count all students (7-12) residing in USD 225 on their SO66 form for At-Risk, High-Density At-Risk, Bilingual/ESOL, Vocational, Transportation, Special Education, and Low Enrollment weightings. In addition to paying for BSAPP, individual

student(s) weighted funding for vocational, at-risk, high density at-risk, and bilingual/ESOL will be distributed to USD 226 by USD 225 for 7-12 students. USD 225 will retain funding for transportation, low enrollment, and special education weightings for all students PreK-12.

USD 225 agrees to pay USD 226 half of the fee for services by the end of the first semester and the remaining amount at the end of the fiscal year when final FTE calculations are determined by KSDE auditors.

USD 226 will report the secondary 7-12 students from USD 225 enrolled and attending USD 226 on the state and federal reports as required.

Other than services detailed in this agreement, USD 226 will assume full financial responsibility for providing supplies, books, materials, sponsors, coaches, uniforms, and any other costs for each of these students just as it does for students residing in USD 226 subject to any fees required or collected by USD 226. All students attending USD 226 may be required to pay fees authorized by Kansas law including, but not limited to, textbook rental, technology, laboratory, shop, activity, towel, and band and instrumental fees to USD 226.

D. Although this agreement addresses students in grades 7-12, both districts agree to honor each other's boundaries. Should students in grades PreK-6 reside in one district and enroll/attend in the other district on or before the official student count date, that district will have the right to count those students for FTE purposes.

E. Students attending USD 226 will be subject to all board policy, student conduct expectations, student discipline, building handbook requirements, eligibility and athletic policies, and other rules and regulations established by USD 226.

F. Each district will be solely responsible for the actions or inactions of employees employed by each school district or any alleged violation of federal, state, county, or municipal law. It is agreed that should any of the foregoing agreements be declared to be in violation of law by a final decision of a court of competent jurisdiction, the illegal agreement shall be automatically removed, but all other agreements shall remain in full force and effect.

G. One joint Board meeting will be scheduled annually between USD 225 & 226. A board/administrative workgroup from each district may continue to meet as necessary to address ongoing cooperation and communication between USD 225 and 226.

H. USD 225 will have one representative on the USD 226 Meade Elementary/Jr. High Site Council and one representative on the Meade High School Site Council.

**ARTICLE II: SPECIAL EDUCATION SERVICES**

A. Fowler USD 225 will hold membership with the Southwest Kansas Area Cooperative District (SKACD) #613 to provide special education services to resident students of Fowler USD 225 attending Meade USD 226. (Beginning with the 2022-2023 school year.)

**ARTICLE III: TRANSPORTATION**

A. Beginning in the 2022-2023 school year, USD 225 agrees to provide transportation to and from USD 226 for 7-12 grade students that reside within their boundaries during the school day. Jr. High and High School students will be picked up before the start of the school day and dropped off at the end of the school day at each school site. USD 226 school hours 8:05-3:25.

B. USD 226 and USD 225 agree to allow each other's transportation vehicles to enter their district for the purposes of transporting students under this agreement.

C. Additional information for activities transportation in ARTICLE VII.

**ARTICLE IV: PERSONNEL**

A. In order to provide for the educational needs of all students, USD 226 and USD 225 agree to work with each other in cooperatively sharing staff. Certain USD 225 and USD 226 staff members may be utilized in part-time or full-time positions, based on the educational needs of the students, the staff needs of each district, and the recommendations of the USD 226 and USD 225 administration, employee evaluations, and performance.

B. Any shared staff will be employed by their home district and a pro-rata share (salary, benefits, etc.) of their utilization will be paid by the contracting district to the employing school district. The employing district will be considered the employer of record.

C. Staff members from USD 225 will have the opportunity to apply for coaching positions and sponsorships in USD 226.

**ARTICLE V: OPERATIONAL PROCEDURES**

A. The length of this contract shall be for a two-year period, beginning July 1, 2024, and ending June 30, 2026. By May of each year, each board shall review this contract. On or before June 1, 2026, both boards shall consider an extension/continuation of this contract.

- B. The length of this contract shall be for a two-year period, beginning July 1, 2024, with the option of extending this two-year agreement for one additional year, on or before June 1 of each year.
- C. This agreement may be terminated by giving the other district written notice to terminate on or before June 30<sup>th</sup> one year prior to the agreement expiration date by a majority vote of the board.
- D. It is by mutual agreement that this contract may be amended or changed by a majority vote of both Boards of Education. This agreement is subject to change by the Kansas Legislature.
- E. Should a conflict arise during the contract period, the superintendent(s) shall review the problem and arrive at an agreeable solution. Items which cannot be resolved this way will be referred to each respective board of education.
- F. Each district agrees to assume responsibility for defending any legal claims arising from any student, parent, or employee claims prior to the effective date of the agreement.
- G. USD 225 & 226 will coordinate academic and activity calendars for grades 7-12.
- H. Enrollment: Pre-enrollment for 7-12 students attending USD 226 will be coordinated with USD 225 staff. Final enrollment for 7-12 students attending USD 226 will be completed prior to the school year starting.
- I. Student and activity handbooks will be provided to all students, administrators, parents, and board members. This information will be placed on each district's web page.
- J. USD 226 staff members and administration will provide class schedules, pre-enrollment, and enrollment activities for all students 7-12. USD 226 will provide course information, class offerings, and a tentative class schedule for pre-enrollment activities for USD 225.
- K. The Kansas State High School Activities Association will be notified of this agreement, and both USD 226 and USD 225 will follow the transfer eligibility rule 18-1-7. USD 225 will follow under Art 7: Discontinued Schools information of this rule. Process Form T-E will be completed by any student-athlete of USD 225 prior to the beginning of the said activity and maintained at USD 226.
- L. USD 225 & 226 agree to belong to the SPIAA (Southern Plains Iroquois Activity Association) and follow guidelines and schedules for 7-12 activities/events/competitions. As allowed by the SPIAA, USD 225 would like the opportunity to participate in events for grades lower than 7-12 (i.e. music, math contest, etc.)

## **ARTICLE VI: CURRICULUM**

A. USD 226 agrees to maintain a program in compliance with the Kansas State Department of Education, Kansas Accreditation requirements of KESA, and the Federal Government's ESSA (Every Student Succeeds Act).

B. Elementary teachers from both USD 226 and USD 225 will meet one (1) time per year, to discuss curriculum including, but not limited to, curriculum mapping, assessment, and planning.

## **ARTICLE VII: ACTIVITIES**

A. The name of the competing athletic teams will be the Meade Buffaloes 7 -12 grades and team colors will be purple, white, and gray. USD 226 will be responsible for providing game and practice uniforms, transportation, sponsors, coaches, and any other nominal costs normally attributed to school activities. Coordination and communication responsibility for all activities will be assigned to the administration and activity directors of USD 226.

B. Summer camps, activities, practices, conditioning, etc. will be coordinated by USD 226 coaching staff for 7-12 students for USD 225 & 226.

C. Both districts agree to work together and share facilities. The primary location of activities/sports will be located in Meade. One high school and one junior high basketball event will be scheduled at Fowler each year. As opportunities present themselves, Fowler facilities will be scheduled for use (i.e. tournaments, additional contests, practices, etc.)

D. USD 226 will provide all services for these activities including, but not limited to, tickets, gate receipts, security, officials, athletic director, towels, game balls, scorekeepers, clock attendants, and concessions. When the event is held in USD 225, they will provide these services. USD 225 and 226 agree to work together and share personnel to host events and activities.

E. It is agreed that USD 226 will provide activity transportation to contests for 7-12 students residing in USD 225 and attending USD 226 and participating in USD 226 activities. USD 225 will arrange an activity route at designated times for transportation back to Fowler for USD 225 students. Parents may choose to pick up students after practices and contests or allow students to drive who are licensed to do so.

F. For games, activities, or meets east of Fowler USD 225, the USD 226 bus will pick up and return the USD 225 students to the USD 225 school building.

G. USD 225 and USD 226 will coordinate and communicate with USD 225 and USD 226 Parents and Students regarding pick up and drop off times and locations should an activity, meet, or contest be East of Fowler USD 225.

H. All students will be provided the opportunity to participate with DC3 (Dodge City Community College) programs as offered through Meade High School.

I. USD 225 & USD 226 will work cooperatively on a 7-12 activity calendar followed by both districts. USD 225 & USD 226 will have individual calendars for their lower grade level activities calendars.

J. USD 226 Yearbooks will include USD 225 and USD 226 7-12 students. Newsletters published by USD 226 will be provided to USD 225 for distribution.

K. Equipment and materials will be shared, when possible, between USD 225 and USD 226.

L. USD 225 grades 7-12 will participate in an 8th-grade promotion and high school graduation at Meade and will receive a USD 226 diploma. Awards, recognitions, and scholarships offered by USD 226 will be open to all 7-12 students in USD 225 & USD 226. Designated scholarships for USD 225 students will be honored if required by the donor.

**SIGNATURE PAGE**

This Agreement contains the entire understanding of the parties regarding its subject matter. No oral promises or representations not contained in this written document have been made.

This Agreement may not be changed except by a written agreement and a majority from each USD Board of Education.

Each USD Board member acknowledges they have read the contents of the Agreement and understands that the Agreement constitutes a contract, and as a board, have consulted with legal counsel and entered this Agreement voluntarily:

IN WITNESS THEREOF, the parties have executed and delivered this Agreement this 13th day of November, 2023.

Meade, USD 226 Board

Fowler, USD 225 Board

\_\_\_\_\_ President

\_\_\_\_\_ President

\_\_\_\_\_ Vice President

\_\_\_\_\_ Vice President

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Attest:

Attest:

Meade, USD 226 Board Clerk

Fowler, USD 225 Board Clerk

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