

COOPERATIVE AGREEMENT

This extension of the Cooperative Agreement originally approved by the State Board of Education and the parties for the 2006-2007 school year is entered into by U.S.D. 291 Grinnell Public Schools, Gove County, Kansas and U.S.D. 292 Wheatland Schools, Gove County, Kansas pursuant to K.S.A. 72-8233 *et seq.*

WITNESSETH that both boards of education desire to enter into a Cooperative Agreement pursuant to K.S.A. 72-8233 *et seq.* to provide a joint middle and high school education program for grades 5 through 8 and grades 9 through 12 students residing in each of the two school districts.

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. 72-7301(a).

WHEREAS Kansas law, K.S.A. 72-8233(e) provides that for school finance purposes students under a shared instruction agreement are counted unless otherwise agreed herein, as enrolled in the district of residence and are counted as part of the sending or resident district's enrollment, unless otherwise agreed herein, 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 a joint middle school and senior high educational programs.

PURPOSE STATEMENT

WHEREAS the boards of education of USD 291 and USD 292 desire to enter into an Interdistrict Agreement under the provisions of K.S.A. 72-8233 for the purpose of providing greater academic and curriculum opportunities for their middle school and high school students by allowing students in the other district to attend grades 5 through 8 middle school at Grinnell Middle School and grades 9 through 12 to attend Wheatland High School at Grainfield.

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

1. Effective with the 2007-2008 school year, Grinnell Public Schools USD 291 agrees to discontinue their 9 through 12 high school and send their students in grades 9 through 12 who reside in USD 291 to USD 292 and encourage those same students that reside in USD 291 to attend Wheatland USD 292 Senior High School located in Grainfield, Gove County, Kansas.
2. Wheatland USD 292 agrees that it will accept all USD 291 students in grades 9 through 12 that reside within USD 291 boundaries and meet the residency requirements contained in K.S.A. 72-1046 and provide a 9 through 12 high school education program for those students in compliance with the Kansas State Board of Education curriculum and certification requirements.

3. Effective with the 2007-2008 school year, Wheatland USD 292 agrees to discontinue their 5 through 8 middle school and send their students in grades 5 through 8 who reside in USD 292 to USD 291 Grinnell Middle School and encourage those same students that reside in USD 292 to attend Grinnell Middle School for grades 5 through 8 located at Grinnell, Gove County, Kansas.
4. USD 291 agrees to accept all Wheatland USD 292 middle school students in grades 5 through 8 that reside within USD 292 boundaries and meet the residency requirements contained in K.S.A. 72-1046 and provide a 5 through 8 middle school education for those students in compliance with the Kansas State Board of Education curriculum and certification requirements.
5. Although this agreement addresses students in grades 5 through 12, both districts agree to honor each other's boundaries. However, those resident students of USD 291 and USD 292 currently enrolled in each other's school district during the 2006-2007 school year shall continue to be counted for school finance state aid in the district of current enrollment not withstanding any provisions of this agreement to the contrary.. Each district will retain the FTE count for PS-4th students within their boundaries. For the USD 291 PS-4th grade students who attend USD 292, USD 291 will pay USD 292 the base state aid plus at-risk and non-proficient funding. For USD 292 PS-4th grade students who attend USD 291, USD 292 will pay USD 291 the base state aid plus at-risk and non-proficient funding.
6. Both Districts agree to work cooperatively to encourage students who do not reside in either USD 291 or USD 292 School Districts to attend either district's schools as out-of

district students. Any out of district students who attend either USD 291 or USD 292 will be counted for school finance state aid purposes in the district where they attend school.

7. In consideration for providing education services to USD 291 grades 9 through 12 students, USD 291 will pay to USD 292 the base state aid, at-risk funding, and nonproficient funding based on the student head count, based on the number of eligible students that qualify for free lunch on September 20th of each school year for each grade 9 through 12 student that resides within USD 291 boundaries and is attending USD 292 grades 9 through 12 on the KSDE official student count date. Low enrollment weighting and transportation state aid and any other weighting will remain with the school district in which the students reside.
8. In consideration for providing education services to USD 292 grades 5 through 8 students, USD 292 will pay to USD 291 the base state aid, at-risk funding plus non-proficient funding based on the student head count plus at-risk funding based on the number of eligible students that qualify for free lunch on September 20th of each school year for each student that resides within USD 292 boundaries and is enrolled and attending USD 291 on the KSDE official student count date. Low enrollment weighting and transportation state aid and any other weightings will remain with the school district in which the students reside.
9. Each school will retain their school district's reimbursement for Rural Education Federal Program (REAP). Each school will retain their school district's FTE and weightings for Vocational Education Funding. However, USD 292 will be the Vocational Funding LEA (Local Education Agency) and receive generated Vocational Education funds.
10. Other than services detailed in this agreement, USD 291 will assume full financial responsibility for providing supplies, books, materials, and sponsors for each of the

students enrolled in grades 5 through 8 middle school subject to any fees required or collected by USD 291 middle school.

11. Other than services detailed in this agreement, USD 292 will assume full financial responsibility for providing supplies, books, materials, and sponsors for each of the students enrolled in grades 9 through 12 high school subject to any fees required or collected by USD 292 high school.
12. All USD 291 students attending USD 292 shall be required to pay any fees approved by the USD 292 board of education and authorized by Kansas law to USD 292.
13. All USD 292 students attending USD 291 shall be required to pay fees approved by the USD 291 board of education and authorized by Kansas law to USD 291.
14. Students attending the other school district's middle school or high school will be subject to all board policies, student conduct expectations, student discipline, building handbook requirements and rules and regulations of the USD 291's middle school and USD 292's high school.
15. Each district will be solely responsible for their individual employees' negligent acts or failure to act and for any alleged violation of federal, state, county or municipal law.
16. Both districts agree that the base state aid, at-risk funding, and non-proficient funding based on the number of eligible students that qualify for free lunch state aid dollars based on the official head count conducted on September 20 of each school year is to be paid to the other district for each resident student enrolled and attending the other school district, except for those students referred to in Article I and Section 5, beginning with the September 20, 2007 student count date and will be prorated based on the full time

equivalency data on the S066 Form with the first payment due in October and quarterly thereafter when the Kansas State Department of Education makes its FTE payments to school districts. The school agrees to use the Kansas State Department of Education's final audit numbers to adjust any payments or credits due to each school district. Payments will be made to the other district on a semester basis.

ARTICLE II: FTE HEADCOUNT

1. Both USD 291 and USD 292 agree to maintain control over their respective FTE student count pursuant to K.S.A. 72-6419, Form S066, for individual district budgeting purposes.

ARTICLE III: SPECIAL EDUCATION SERVICES

1. Each district contracts with Northwest Kansas Education Service Center at Oakley and each district will maintain individual district responsibility of FTE count for budgetary purposes of those students previously identified or not identified for special education services. Each district will be responsible for payment of any special education services for students who reside within their individual school district's boundaries. Each district will continue their separate reporting for state aid and flow-through dollars per state statute.
2. It is further agreed that any USD 291 resident student with an IEP that currently does not attend or does not receive any services from USD 292 prior to or during the term of this agreement, will be FTE counted by USD 291 and the services will be paid for by USD 291. USD 292 students previously identified or not identified

until after this agreement has taken affect, who receive special and/or regular education services from USD 291, will be paid for by USD 292 pursuant to the current Special Education Cooperative with Northwest Kansas Education Service Center.

ARTICLE IV: TRANSPORTATION

1. USD 291 and USD 292 agree to provide adequate transportation for students that reside within their boundaries and to transport those students to and from the respective Grinnell Middle School and the Wheatland High School building in time for the first hour class to begin and provide transportation home after the last hour class ends.
2. USD 291 and USD 292 agree to allow each other's school transportation vehicles to enter their district for the purposes of transporting students under this agreement.
3. It is further agreed that USD 291 and USD 292 will provide activity transportation for students residing in their respective school boundaries and attending the others middle or senior high school extracurricular activity practices. Districts will not provide transportation for morning practice, prior to beginning of the school session, and days that school is not in session.
4. Each district will maintain insurance on their busses, vehicles and employees and will be responsible for the supervision of their individual bus drivers, individual employees and students during the transportation of students residing in USD 291 or USD 292.

ARTICLE V: PERSONNEL

1. In order to provide for the educational needs of all students, USD 291 and USD 292 agree to work with each other to cooperatively share staff. Certain USD 291 and USD 292 staff members may be utilized in part-time or full-time positions, based upon the education needs of the students, the staff needs of each district and the recommendations of USD 291 and USD 292 administration.
2. Each school district will also consider hiring the other district's classified and certified employees. However, each school district agrees not to recruit or hire the other district's employees unless both districts agree to it in writing.
3. Any shared staff will be employed by the current school 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 with the responsibility for paying for any employee benefits including but not limited to workers compensation, unemployment and other fringe benefits within the policy, rules and regulations of said employing district. Any shared certified and classified staff will be contracted for through an individual shared employment agreement between the two districts. Shared certified staff members will adhere to the negotiated agreement requirements and stipulations of each district they are working in during the time the employee is working in that district.

ARTICLE VI: CALENDARS, SCHEDULES AND HANDBOOKS

1. Both districts will collaborate with each board and administration to develop a school calendar for the following school year. This process will continue each successive January until expiration of the contract.
2. Upon completion of the annual school calendar and scheduled activities for both districts, USD 291 and USD 292 will provide a joint activity calendar. Student activity handbooks will be distributed to all students, administrators, board members and site council members.
3. Class schedules, pre-enrollment and enrollment activities will be provided for all students by USD 291 and USD 292 staff members and administration. USD 291 and USD 292 administration will provide a course syllabus, review tentative class schedules and conduct pre-enrollment activities in both school districts.

ARTICLE VII: CURRICULUM

1. USD 291 agrees to maintain a 5 through 8 middle school program and USD 292 agrees to maintain a 9 through 12 high school program in compliance with the Kansas Accreditation and curriculum requirements and the No Child Left Behind Act.
2. USD 291 and USD 292 staff, parents and community members will be invited to join the other district's middle or high school site councils, booster clubs and other parent volunteer groups.
3. All teachers from both USD 291 and USD 292 will meet yearly to coordinate curriculum evaluation and mapping, assessment and planning.

4. Each board shall encourage ex-officio representatives to attend the other board's regular and special board meetings.
5. Joint board meetings will be scheduled as needed.

ARTICLE VIII: ACTIVITIES

1. With school locations in Grinnell and Grainfield, both districts agree to work together diligently to share facilities in order to benefit students and patrons from each of the locations.

ARTICLE IX: OTHER

1. As with any student currently transferring to either USD 291 or USD 292, graduation requirements will be reviewed by the principal and counselor who in turn will work with students to develop alternative requirements in cases where conflicts occur. High school graduates will have a choice to have either USD 291 or USD 292 on their graduation diploma. High school graduation ceremony will be held at USD 292 for both USD 291 and USD 292. A set of all student records will be kept at the attending site. Once the student graduates a set of records will be kept at USD 292.
2. The length of this contract shall be for a three-year period, beginning July 1, 2015. On or before June 1, 2018 the boards shall consider a three-year extension. A three year extension must be approved on or before June 1, 2018 and every third June 1st thereafter.

3. This agreement may be terminated by giving the other district written notice to terminate on or before May 1st one year prior to the expiration dates set forth above.
It is by mutual agreement that this contract may be amended or changed by a majority vote of both boards of education. It is further agreed to by each district that they will review the base state aid per student amount based on the official KSDE headcount date, at-risk funding and non-proficient funding based on the number of eligible students that qualify for free lunch to be paid to the other district in July of each year and determine if this amount needs an annual adjustment.
4. Should a conflict arise during the contract year, the superintendent from each district shall review the problem and attempt to arrive at an agreeable solution together. Should the conflict not be settled, each board will select an individual and the two individuals will select a third individual (i.e., retired administrator or ex-school board member from outside the two school districts) to make a recommendation to each board to resolve the conflict.
5. This agreement is subject to change by the Kansas Legislature and may be terminated by mutual agreement by a majority vote of each of the participating boards of education at the end of the contract obligation.
6. Each district agrees to assume responsibility for defending any legal claims asserted or unasserted arising from student or employee conduct prior to the effective date of this agreement.
7. The boards agree to share excess educational resources and equipment. Equipment shared would be outlined by each district on a district inventory and updated yearly.

Equipment and property from each district no longer used by the other will be returned upon the request of either school district.

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 the written agreement of a majority of the members of each board of education.

Each board acknowledges to each other that each has read the full contents of the Agreement and understands that the Agreement constitutes a contract and each has freely consulted with legal counsel and enter into this Agreement voluntarily.

IN WITNESS THEREOF, the parties have executed and delivered this Agreement this 9th day of March, 2015.

Grinnell Public Schools USD 291

Wheatland USD 292

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4-20-15
Date

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