

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated July 1, 2026 (the "effective date") is made and entered into between Chanute Public Schools and SparkWheel, Inc., (SparkWheel) a non-profit organization headquartered in Lawrence, Kansas.

The purpose of this document is to specify the roles and agreements made upon by each party in their collaborative partnership to provide integrated student support services at the District during the 2026-2027 and 2027-2028 school year.

RECITALS

WHEREAS, student success is decided by more than what happens in the classroom. Beyond school walls, many students must also overcome hunger, homelessness, systemic issues and obstacles, and other experiences of trauma. SparkWheel addresses the academic and non-academic supports needed for at-risk, low-income, and/or disadvantaged youth and families;

WHEREAS, SparkWheel, through integrated student supports, partners with state agencies, school districts, charter organizations, and community-based organizations to coordinate the services and resources students need to ensure that they can thrive in and beyond the classroom;

WHEREAS, the District desires to utilize SparkWheel to offer identified at-risk students and their families access to services needed to solve social, educational, health, emotional, and life skills problems impeding student success. SparkWheel works alongside the existing school District organization teams to identify, deliver and manage the partnerships that each individual school requires for the supports to have the most impact for that school's students;

WHEREAS, the parties desire to enter into this Agreement in order to set forth their respective duties and obligations under the various methodologies by which SparkWheel agrees to provide services and/or products to the District.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the District and SparkWheel do hereby agree as follows:

I. SparkWheel Responsibilities

SPARKWHEEL AGREES TO:

1. Provide a staff person ("SparkWheel Student Support Coordinator") on site as point of contact and to serve as liaison to the school administrators and staff, organizations, and volunteers.
 - a. Ensure all individuals working one-to-one with students on behalf of SparkWheel have undergone appropriate criminal background checks in accordance with SparkWheel and District Board of Education policies.
2. Provide timely and consistent communication regarding problems or issues in the effective delivery of the program or service. SparkWheel leadership will seek to meet at least twice a year with the District leadership and will correspond with school Principals each grading period.
3. Provide and broker SparkWheel supports for students, families, and teachers in conjunction with community partners and volunteers.

- a. Universal Supports: Widely available services designed to foster a positive school climate and address school-level risk factors.
 - b. Targeted Supports: Services typically provided in a group setting to students with a common need.
 - c. Intensive Supports: Individualized services typically provided in a one-to-one setting to students with highly specific needs.
4. Conduct school and student review assessments to create school engagement plans and individualized student review plans based on academic, attendance and behavior needs.
 5. Convene a SparkWheel Advisory Team in collaboration with school leadership to aid in the process of examining needs and developing a school engagement plan, which shall be monitored and reviewed at mid-year, and adjusted if needed. School leadership and SparkWheel leadership will review and sign each plan. This team shall meet regularly.
 6. Develop a comprehensive school engagement plan in collaboration with the SparkWheel Advisory Team to fully implement integrated student supports based on identified needs and available resources.
 7. Provide a report of progress to goals, with updates of supports provided, to school leadership and the SparkWheel Advisory Team each grading period.
 8. Provide access to and assistance with appropriate data and information for the District's program evaluation.
 9. Recognize the District in marketing and communication efforts.

II. The District's Responsibilities

THE DISTRICT AGREES TO:

1. Provide a staff person as point of contact and to serve as liaison to SparkWheel. This designee will establish and maintain regular communication between SparkWheel and the District as necessary to carry out the collaborative effort set forth by this MOU and include consistent and timely information regarding progress and challenges when delivering services. The District leadership should plan to meet at least twice a year with SparkWheel leadership, and school Principals will correspond with SparkWheel leadership at least each grading period.
2. Maintain open communication with the SparkWheel Student Support Coordinator and SparkWheel leadership as needed to provide timely and consistent information regarding progress and challenges when delivering supports.
3. Provide access (i.e., door access via keys or key fobs, a school badge with picture, etc.) to the campus as well as a workspace location that includes telephone and Internet. The Student Support Coordinator should be located near relevant school staff (i.e., school counselors, social workers, etc.) and in an easily accessible location for students for the appropriate delivery of programs and services.
4. Provide access to and assistance in gathering appropriate data and information (following all FERPA and HIPPA regulations, as applicable) for program evaluation at agreed-upon intervals. This data will be available in aggregate and for individual students with parent/guardian consent. This includes appropriate access to the school database.
5. Provide the SparkWheel Student Support Coordinator with a copy of the District's policy handbook by the end of the first fiscal quarter.

6. Assist and advise SparkWheel in identifying a system to refer at-risk populations within the school through the sharing of existing school and student review assessments, current student data, and school improvement plans.
7. Work with SparkWheel to build a SparkWheel Advisory Team to serve as advisors to the Student Support Coordinator and to support the delivery of integrated student supports; supporting SparkWheel staff efforts that fall solely within the mission and model of SparkWheel and the goals established and approved in the School Engagement Plan.
8. Support the ethical mandate that student confidentiality is a SparkWheel policy.
9. Recognize SparkWheel in marketing and communication efforts.

III. Data Collection and Sharing

The parties expressly acknowledge that all student information not designated by the District as “directory information” is considered private and subject to protection. The parties further acknowledge that the District has implemented policies and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that SparkWheel and its agents are subject to such policies and guidelines and will comply with same. Any student information that SparkWheel or its agents receives is confidential and may only be used for providing services under this MOU. SparkWheel agrees to maintain the confidentiality of information to which it may have access under this MOU and further agrees not to disclose any such information gained during the course of providing services under this MOU to any person or entity other than the student, parent, guardian or the District without the express MOU of the District and it shall be the district who shall obtain any necessary authorizations and make any appropriate disclosures. To facilitate the success of the project, and to monitor and evaluate student progress, the District may provide SparkWheel limited FERPA and/or HIPAA protected personally identifiable information from the students’ education records.

IV. Relationship of Parties

SparkWheel shall have the status of an independent contractor for purposes of this MOU. Any staff person or other individual provided by SparkWheel under this MOU shall be considered to be an employee of SparkWheel and shall be subject to its control and supervision. SparkWheel shall be exclusively responsible for all compensation, taxes, withholding payments, penalties, fees, fringe benefits, liability premiums, and contributions to insurance, pension, profit sharing, or other deferred compensation plans, including but not limited to its workers' compensation and social security obligations, licensing fees, dues, and assessments, and the filing of all necessary documents, forms, or returns pertinent to the foregoing. SparkWheel shall not bring, and shall hold harmless and provide the District with a defense against, claims that the District is responsible for the payment or filing of any of the foregoing payments, withholdings, contributions, taxes, documents, and returns, including but not limited to Social Security taxes and employer income tax withholding obligations. No rights under District personnel rules accrue to the SparkWheel staff person/individuals. This agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the District and SparkWheel.

V. Insurance

SparkWheel agrees to maintain general liability, professional liability and employer's liability insurance for all SparkWheel employees who perform services in connection with SparkWheel's obligations hereunder. SparkWheel will provide documentation of such liability insurance to the District upon request.

VI. Indemnification

SparkWheel agrees to indemnify and hold harmless the District and its officers, directors, agents, employees and representatives from any and all claims, liabilities, damages, judgments and expenses, including reasonable attorneys' fees to the extent attributable to SparkWheel's act of negligence, fraud, misconduct, sexual abuse or any other act of malfeasance and/or any errors or omissions of SparkWheel in the provision of SparkWheel's obligations under this MOU.

VII. Payment

The total program fee for SparkWheel to provide the services outlined in this MOU to the District is \$80,000 per school academic year for a total amount of \$160,000.

The District agrees to provide the payment to SparkWheel for the cost of the SparkWheel program at the following schools in the following amounts:

- Chanute Early Childhood Program, Chanute Elementary School, Royster Middle School, and Chanute High School, in the amount of \$80,000 for school year 2026-2027
- Chanute Early Childhood Program, Chanute Elementary School, Royster Middle School, and Chanute High School, in the amount of \$80,000 for school year 2027-2028

The District will provide payment to SparkWheel within 30 days of the District's receipt of invoices. The invoiced amount, billed at the beginning of each fiscal year quarter, will be 25% of the yearly agreed upon amount.

VIII. Duration

The term of this partnership shall be two years from the date of execution. The parties will notify the other of its intent to continue this partnership in writing, by May 1 of the current agreement year. Either party has the right to terminate this agreement with thirty (30) days notice in writing to the other party. If these timelines are unable to be met due to unforeseen circumstances, the parties will make an effort of good faith to communicate their intent.

IX. Amendment

This MOU may be amended at any time by an agreement in writing executed by the authorized representatives of the District and SparkWheel.

X. Notice

Any notice required to be given by this MOU shall be given in writing to the authorized official or designee responsible for executing this document.

Please fill in the district contact information for MOUs and invoices.

The District MOU Contact:

- Name: MATT KOESTER
- Title: SUPERINTENDENT
- Email Address: koester.m@usd413.org
- Phone Number: 620-432-2500

The District Financial Contact for Invoicing:

- Name: Taylor Hogue
- Title: Accounts Payable
- Email Address: accounts.payable@usd413.org
- Phone Number: 620-432-2500

SparkWheel:

- Malissa Martin, President and CEO, 1919 Delaware Street, Lawrence, KS 66046
- District Organization Programmatic Contact: Kelly Stanford, Kelly.Stanford@sparkwheel.org
- Invoices & Payment Contact: Bobbie Jo Ray, Finance@sparkwheel.org

XI. Entire Agreement

This MOU, together with any attachment and any exhibits or schedules thereto, constitutes the current MOU between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

WITNESS WHEREOF, the Parties have caused this MOU to be executed by the following duly authorized officials:

The District


Signature: 

Printed Name: MATT KOESTER

Title: SUPERINTENDENT

Date: 5.18.26

SparkWheel, Inc.

Signature: 

Printed Name: Malissa Martin

Title: President and CEO

Date: 5.21.26