

**MINUTES OF THE BOARD OF EDUCATION
COFFEYVILLE UNIFIED SCHOOL DISTRICT 445**

December 16, 2025

Special Meeting 3:00 p.m.

District Office

"Building on a culturally diverse community, USD 445 will prepare all students for life-long learning by providing resources for a comprehensive quality education in a safe environment that promotes high academic achievement and responsible citizenship in a global society." – Mission Statement

"Valuing individuals, Celebrating Learning, Improving Life! USD 445 will provide a happy, caring, hopeful environment that will empower children to achieve their greatest potential." – Vision Statement

The Board of Education of Coffeyville USD 445 acted to call a Special Meeting on Tuesday, December 16, 2025 at 3:00 p.m. at the District Office, 615 Ellis, Coffeyville, KS 67337. Board President Jason Barnett called the special meeting to order at 3:00 p.m.

Roll Call

Board Members Present	Others Present
Cindy Price	Dr. Craig Correll...Superintendent
Darrel Harbaugh	Michael Speer...Dep. Sup./Bus. Manager
Matt Jordan	Lora Stalford...Asst. Sup/Curriculum Director
Robert Roesky	James Copeland...KGGF Radio
Jason Barnett	Andy Taylor...Montgomery County Chronicle
Denise Gates	Janie Devore Gillis...Community
LaKisha Johnson	David Harbaugh...Community

Adoption of Agenda

Motion made by Robert Roesky to adopt the agenda, second by LaKisha Johnson.
Motion carried 7-0.

Board Discussion

FKHS Natatorium

- Cindy Price made several comments restating a timeline since the December 1st meeting.
 - Hoping to be able to approve an agreement to get the facility repaired.
 - Meeting timeline was presented. An agreement was verbally reached at a special meeting on Tuesday, December 2nd, a meeting which was reported to be very positive, and the best meeting of all.
 - A letter from the Foundation [Coffeyville Area Community Foundation] was received on December 4th confirming an amount of \$1 million was received for the LLC [Friends of the Charlesworth Pool, LLC] and that the LLC had received \$600,000 in a loan from the city [Coffeyville].
 - A draft agreement [Memorandum of Agreement] was given to the school district's attorney and to the community pool group, stating that any changes were needed back by Friday, December 6 before the agenda [for the December 8th meeting] went out.
 - No responses to questions or inquiries and there were no responses to the official name of the community pool group. Late Friday, no agreement or changes were sent to the district, but a message was received that the agreement had been sent to the community pool group's attorney and that no communication was to take place unless it went through the attorneys.
 - No LLC had been created. On December 15th the district learned the LLC had finally been set up, but way after the district had been told the LLC had started.
 - Late Monday afternoon, December 15th, a proposed interlocal agreement was received that had significant changes than what was originally submitted. There was no time to

review and decide before the meeting [December 8th].

- Slide 1: Legal Structure & Governance Authority
 - Copy of the USD 445 proposed agreement, the Community Committee proposed Interlocal agreement and a summary comparison between the two was given to the board.
 - Darrel Harbaugh commented on the proposed interlocal agreement and the memorandum of agreement. Questions were asked on how the 20-year commitment in the proposed interlocal agreement language compares to the memorandum of agreement language. The memorandum of agreement has no long-term language in it.
 - Question regarding the need for an interlocal agreement verses a memorandum of agreement. It can happen, but the district's understanding is that it does not have to be. That would be a question for the attorneys.
- Slide 2: Duration & Termination
 - Matt Jordan commented on the interlocal agreement stating a refund of all funds was a big concern. The \$1.6 million was a gift to fix the facility, not a loan. Gifts are not repaid. The Board did not ask for the money, the community group asked to provide the money to help save the pool.
 - Jason Barnett had a similar concern and the 20-year length of the proposed interlocal agreement locks in this board and future boards of education.
 - Other comments included a lack of guaranteed annual funding for future capital costs, especially HVAC replacement, and insufficient financial transparency from the pool group regarding pledged funds.
- Slide 3: Project Control & Design Authority
 - Jason Barnett stated a concern with the statement of "mutual consent" of the group if any modifications to the facility were made. Mr. Barnett commented the board should have full control over its facilities. The pool is not a public facility. Possibility of future plans exists, but it [FKHS Natatorium] cannot be a public facility.
 - Other comments included: Lack of security is of great concern, provisions for access, frequent meetings with bidders.
- Slide 4: Funding Commitments & Financial Exposure
 - Cindy Price stated there was nothing in the IA for the future maintenance and replacement of the HVAC system. The district has been told that roughly every 10 years the HVAC unit in the facility will have to be replaced. The district was going to continue the regular yearly expenses, but not the capital projects to keep the facility.
- Slide 5: Ongoing Financial Obligations & Reporting
 - Jason Barnett commented the IA shows no community commitment to ongoing expenses. Mr. Barnett stated the HVAC replacement alone is \$300-\$400,000 every 10 years.
 - Matt Jordan commented the cost of the pool operation has been a great concern, either for the district funds or for the community group
- Slide 6: Advisory Committee Structure & Access
 - Darrel Harbaugh commented on the unrestricted access to the facility and filtering system. Maintenance and the district should be the ones providing access and information to the advisory committee, not unrestricted access. The board should not even have that sort of access as individuals.
 - Cindy Price board members should not be on the advisory committee. Board members are not elected to run the day-to-day operations of the district. Mrs. Price stated she is not against an advisory committee, but eight members is too many to be effective and [school district] board members should not be on there.
 - Other comments made included advisory input is appropriate, but operational authority must remain with the administration.
- Slide 7: Operational Guarantees & Commitments
 - Jason Barnett commented that public access outside the school hours was not really defined within the proposed language from the pool group. He also stated that much of the proposed language conflicts with the school district's authority.

- Other comments included frustration over delays, lack of responsiveness to inquiries and misrepresentation of the LLC status.
- Several board members acknowledged appreciation for community committees' fundraising efforts but stated the proposed interlocal agreement language placed the district in a "no-win" position.
- Slide 8: Automatic Renewal & Future Board Discretion
 - Jason Barnett commented on the automatic renewal and how that impacts the boards' authority to govern it's own facilities, both now and in the future.
- Additional Comments made by Darrel Harbaugh
 - Thanked the committee and the community for their involvement and commitment to the overall project.
 - He stated that in the proposed interlocal agreement language item 10 states nothing in the agreement removes the authority of the board, yet if you look there are at least seven different places in the proposed interlocal agreement that violates that last statement.
 - The community has stated many times that the funding is available, but other than a letter has never seen verification.
 - The district wants to have public access, but the proposed interlocal agreement dictates to the district access must happen which impedes the district and its authority.
 - The district lost a contractor because there was "too much community involvement". What contractor is going to come to us [the district] with the requirements laid out in the proposed interlocal agreement language.
 - The challenge throughout this is about trust. There are six people at this table who group up here. All past history is history and we should start trusting each other.
 - Revenue funding generated is split into 2/3 community and 1/3 district. Any revenues, but overages on cost is total cost of the district.
 - Financial disclosure has not existed from the committee at all.
 - To put eight people in a room to determine an action is a lesson for failure. Too many to actually get anything done.
 - The community committee needs to take a risk and trust district people.
 - No one wants this [demo of the natatorium] to happen, but if the decision happens to be demo, the blame for the failure of the partnership does not sit with the administration and the seven board members. It will be with the mistrust of the community committee.
- Additional Comments made by Matt Jordan
 - There is a lack of trust. They [committee members] did not trust the administration, did not trust the numbers presented, did not trust Navitas, but later, they tell the entire committee that the district is to trust them because they [the community committee] said "trust us". However, up until yesterday [Dec. 15] we have been lied to and that the LLC never existed.
 - We [the district] are not being trusted but are being told to trust. I cannot trust things going forward. In just 16 days we have moved to this point as there was no agreement or movement. I do not see how this is going to get better when they do not trust a collective "us" and I have a problem now trusting "them".
 - This has become quite difficult and a nightmare
- Additional Comments made by Jason Barnett
 - I wanted to be on this committee to represent the community and build a relationship between the district and the community. After the agreement that was sent out, I'm disappointed.
- Additional Comments made by Cindy Prince
 - It is a disappointment.
 - The committee did a great job raising the funds.

- The agreement [proposed interlocal agreement language] puts us in a “no-win” situation. There is no way that district can agree to that. Up till last night things really went south when it [proposed language] went back to the larger group. Their attorney had to know what to put into the agreement so there is something else going on that is not being stated.

Action Items

Board action to send out the RFP for demolition of the FKHS Natatorium.

Motion made by Matt Jordan to send out the RFP for demolition of the FKHS Natatorium.
No second made. Motion fails for lack of second.

Board action to approve the Superintendent’s recommendation and purchase a 64” Format Printer/Cutter and supplies from DEPCO Enterprises LLC for \$23,130.60 utilizing a portion from the approved Carl Perkins Reserve Grant funding.

Motion made by Cindy Price to approve the Superintendent’s recommendation and purchase a 64” Format Printer/Cutter and supplies from DEPCO Enterprises LLC for \$23,130.60 utilizing a portion from the approved Carl Perkins Reserve Grant funding. Second, by Robert Roesky.
Motion carried 7-0.

Board action to approve the Superintendent’s recommendation and renew purchase of Panorama from Panorama Education for \$26,064.00.

Motion made by Darrel Harbaugh to approve the Superintendent’s recommendation and renew purchase of Panorama from Panorama Education for \$26,064.00. Second, by Denise Gates.
Motion carried 7-0.

Adjournment

Motion made by Darrel Harbaugh to adjourn the USD 445 Board of Education meeting. Second, by Robert Roesky. Motion carried 7-0.

At 3:46 p.m., President Jason Barnett adjourned this December 16, 2025 special session of the governing Board of Education for Coffeyville Unified Schools District 445.

Clerk of the Board

USD 445 Board of Education

Coffeyville, KS
December 16, 2025
3:00 pm

Special Meeting Agenda

- Reminders:
 - Special Meeting was called by the Board of Education
 - No agenda items may be added to the agenda
- Agenda
 - Adoption of the Agenda
 - Board Discussion – FKHS Natatorium
 - Action Item:
 - Board action to send out the RFP for demolition of the FKHS Natatorium.
 - Board action to approve the Superintendent's recommendation and purchase 64" Format Printer/Cutter and supplies from DEPCO Enterprises LLC for \$23,130.60 utilizing a portion from the approved Carl Perkins Reserve Grant funding.
 - Board action to approve the Superintendent's recommendation and renew purchase of Panorama from Panorama Education for \$26,064.00.
- Adjournment

Board Discussion: FKHS Natatorium

Following slides are a side-by-side summary comparison of the Pool Group Proposed Interlocal Agreement and the USD 445 Proposed Memorandum of Agreement (MOA), with clauses that may conflict with or constrain Kansas Board of Education (BOE) statutory authority clearly highlighted.

1. Legal Structure & Governing Authority

- Community Pool Group Proposed Interlocal Agreement
 - Formal **Interlocal Cooperation Agreement** under K.S.A. 12-2904 / 12-2905
 - Requires **Kansas Attorney General approval and recording with the County Register of Deeds**
 - **20-year initial term with automatic 5-year renewals**
 - Binding on successors and assigns
- USD 445 Proposed Memorandum of Agreement
 - Memorandum of Agreement (not an interlocal)
 - No Attorney General approval or recording required
 - Effective upon execution
 - May be terminated upon completion of renovation project

1. Legal Structure & Governing Authority

- ⚠️ **BOE Authority Conflict:** Long-term binding agreements with automatic renewals materially limit the discretion of future boards over district-owned property and facilities. Kansas BOEs are expected to retain ongoing control rather than delegate or pre-commit authority decades in advance.
- **Concern:**
 - Kansas BOEs generally should **not bind future boards' discretion** over district property and operations beyond what is necessary. A 20-year interlocal with automatic renewals materially limits future boards' ability to:
 - Repurpose facilities
 - Change operational models
 - Respond to enrollment, finance, or safety needs
 - This goes beyond a typical project agreement and functions as a **quasi-governance arrangement**.

2. Duration & Termination

- **Community Pool Group Proposed Interlocal Agreement**
 - **20-year duration with automatic 5-year renewals**
 - Termination includes casualty damage or deterioration
 - Requires **refund of all Community Committee funds** if facility is closed more than 30 consecutive days without the **consent of the Community Committee**
- **USD 445 Proposed Memorandum of Agreement**
 - No long-term duration
 - Termination by mutual agreement after renovation completion
 - No refund triggers
- ⚠️ **BOE Authority Conflict:** Conditioning financial consequences (mandatory refunds) on the BOE's decision to close a facility coerces operational decision-making and interferes with the board's statutory authority to close facilities for safety, staffing, financial, or emergency reasons.

3. Project Control & Design Authority

- Community Pool Group Proposed Interlocal Agreement
 - USD 445 manages project but with “**reasonable input**” from Community Committee
 - **Mutual consent required** for modifications to the Charlesworth Pool itself
 - Pool must remain a **competitive facility**
 - Requires provisions for **public access outside school hours**
- USD 445 Proposed Memorandum of Agreement
 - **Exclusive control by USD 445**
 - Community Committee has no authority to direct or modify the project
 - Architectural design solely determined by USD 445
 - No mandated public access or competitive-use requirements

3. Project Control & Design Authority

- **⚠️ BOE Authority Conflict:**
 - Requiring **mutual consent** for modifications directly limits the BOE’s sole authority over district-owned property.
 - Mandated public access removes board discretion related to
 - Student safety
 - Staffing
 - Liability
 - Scheduling
 - Restricting the district’s ability to modify its own facility constrains educational and operational flexibility.
- **⚠️ Concern:** BOE retains authority. While framed as commitments, these function as **enforceable operational promises**, limiting:
 - Fee-setting authority
 - Program prioritization
 - Staffing decisions
 - Use of district communication resources

4. Funding Commitments & Financial Exposure

- Community Pool Group Proposed Interlocal Agreement
 - Community Committee contribution capped at \$1.6M
 - USD 445 contributes \$800K (excluding prior expenditures)
 - **Cost overruns beyond \$2.4M bore solely by USD 445**
 - Rebates, warranties, refunds or **other revenue** received be split **2/3 Community – 1/3 District**
- USD 445 Proposed Memorandum of Agreement
 - Community Committee provides \$1.6M
 - USD 445 commits \$800K
 - No rebate-sharing or cost-overrun language

4. Funding Commitments & Financial Exposure

- **⚠️ BOE Authority Conflict:** Revenue-sharing provisions tied to district property and public funds may conflict with BOE obligations regarding public-purpose expenditures, audit standards, and exclusive control over district assets.
- **⚠️ Concern:**
 - BOEs are accountable to:
 - Auditors
 - The State
 - The Public
 - BOE is not accountable to private entities for full financial transparency beyond what is legally required. This risks informal co-management of district finances.

5. Ongoing Financial Obligations & Reporting

- Community Pool Group Proposed Interlocal Agreement
 - Requires **complete financial disclosure** between parties
 - Community funds may be used for maintenance beyond daily operations
 - No annual fixed contribution requirement
- USD 445 Proposed Memorandum of Agreement
 - Requires annual \$40,000 Community Committee deposit into a restricted account
 - Annual reporting required
 - Funds limited to future capital repairs and HVAC
 - USD retains responsibility for daily operational costs
- ⚠️ **BOE Authority Conflict:** Kansas BOEs are accountable to auditors, the state, and the public—not private entities. Mandatory full financial disclosure risks informal co-management of district finances.

6. Advisory Committee Structure & Access

- Community Pool Group Proposed Interlocal Agreement
 - Eight-member advisory committee (2 admin + 2 board USD / 4 Community)
 - Meets quarterly
 - Committee members granted **unrestricted access** to facility/filtering systems
 - Role includes casualty recommendations
- USD 445 Proposed Memorandum of Agreement
 - Four-member advisory committee (2 USD / 2 Community)
 - Meets at least three times per school year
 - Advisory role clearly limited
 - No access rights granted
 - Meetings limited to members only
- ⚠️ **BOE Authority Conflict:** Granting non-employees unrestricted access to district facilities interferes with administrative control, student safety obligations, insurance requirements, and staff supervision authority

7. Operational Guarantees & Commitments

- Community Pool Group Proposed Interlocal Agreement
 - Guarantees facility availability for intended purposes
 - Public access outside school hours
 - Requires reasonable pricing
 - Commits district to publicity assistance and collaboration
 - Restricts district's ability to close the facility
- USD 445 Proposed Memorandum of Agreement
 - No operational guarantees
 - USD 445 retains sole discretion over operations, pricing, access, and scheduling
- **⚠ BOE Authority Conflict:** These commitments function as enforceable operational promises that limit BOE discretion over fees, programming priorities, staffing, communications, and facility use.

8. Automatic Renewal & Future Board Discretion

- Community Pool Group Proposed Interlocal Agreement
 - Automatic renewal every five years without required BOE reauthorization
- USD 445 Proposed Memorandum of Agreement
 - No renewal provisions
 - Ends upon project completion unless renegotiated
- **⚠ BOE Authority Conflict:** Automatic renewal bypasses future boards' independent review and approval, undermining the principle that each BOE must exercise its statutory authority anew.

Bottom-Line Governance Impact

- Community Pool Group Proposed Interlocal Agreement
 - Creates long-term shared governance expectations, operational constraints, and financial triggers that materially limit Kansas BOE statutory authority.
- USD 445 Proposed Memorandum of Agreement
 - Preserves full BOE control, limits risk exposure, and confines the agreement to a defined renovation purpose.

Highlighted sections identify provisions most likely to draw concern from district legal counsel, KSDE, auditors, or future boards.

USD 445 Board of Education

Coffeyville, KS
December 16, 2025
3:00 pm