

Agreement
Dayton Independent School District and Northern Kentucky Cooperative for
Educational Services
(Regional School Programs)
2015-2016

The following is the agreement of the parties regarding the Dayton Independent School District (DISD) serving as the District of Record for the Northern Kentucky Cooperative Regional School Programs for the 2015-16 school year.

- Northern Kentucky Cooperative for Educational Services (NKCES), through the Regional School Program budget will compensate DISD \$50,000 for services provided as District of Record for the 2015-16 school year.
- NKCES shall pay to DISD the cash value of two (2) slots in the Regional School Program.
- NKCES, through the Regional School Program budget will reimburse the school district for lost revenue associated with the Regional School Food Service Program within 30 days from the date DISD provides a statement revealing the lost revenue to the NKCES.
- DISD will forward to NKCES the SEEK Payments for the students enrolled in the Regional School Programs based upon average daily attendance (ADA) including all SEEK add-on factors.
- DISD will provide access to Infinite Campus Software to NKCES administration and instructional staff of the Regional School Programs.
- DISD will maintain the following data sets for students enrolled in Regional School Programs:
 - Maintain all data and information in Infinite Campus
 - Run error reports and contact and correct data as needed.
 - Run state reports (LEAD, ADA, Enrollment, Safe Schools, *GIT*, EL, nonacademic data reports) and submit to the Kentucky Department of Education
 - Calendar set up and approve calendar (regular and amended)
 - Provide training and assistance to NKCES employees with Infinite Campus as needed.
 - Generate Custom Reports as needed/requested
 - Maintain and record all non-contracts (code in database)
- DISD Personnel will collaborate with Administration of the Regional School Programs with the following assessment items:
 - Training all administration of Regional School Programs on State Assessment implementation
 - Train all administration of Regional School Programs on assessment accommodation
 - Order assessment materials
 - Collaboration of data cleanup for assessment
 - Report attendance
 - Demographics Non-academic data

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- Assessment allegations - report, monitor, and train administration as needed.
 - Alternate Assessments
- DISD will collaborate with administration of Regional School Programs with School Report Cards - communication, data input for state reporting.
- DISD will provide email accounts for staff members at NKCES via KDE KETS network
- DISD will post all certified positions with KDE database
- DISD will maintain and report all certification requirements such as KTIP, emergency certification, etc.
- DISD will provide access to Safe Schools Training.
- NKCES agrees to defend, indemnify, and hold DISD, its board members, attorneys, agents, officers, directors and employees, harmless against any and all actions, claims, demands, liabilities, losses or damages of any kind or nature whatsoever which may grow out of or arise out of or relate to this Agreement or any work or work product provided pursuant to this Agreement, as well as any and all claims or damages sought for acts or omissions of NKCES and/or the staff of NKCES and NKCES further agrees to reimburse and make good to DISD any loss or damages or costs, including reasonable attorneys' fees. The duties of NKCES under this paragraph shall apply to, but not be limited to, NKCES's obligations to solely ensure full compliance with all applicable laws.
- The parties acknowledge and agree that this Agreement does not create any employment relationship between the parties or the parties' employees. By this Agreement DISD and NKCES acknowledge and agree that there does not exist between them the relationship of employer-employee, principal-agent, or master-servant, either expressed or implied.
- The parties warrant that they are not engaged in a joint enterprise or a joint venture, and that the benefits and obligations arising under this Agreement are exclusive only to DISD and the NKCES and that there are no third party beneficiaries, intended or unintended, to this Agreement.
- NKCES represents that it and its agents and employees are state or local officials authorized to receive Education Records pursuant to KRS 160.720 (2)(c) and (d).
- NKCES acknowledges and represents that prior consent as contemplated under 34 CFR 99.30 is not required for the disclosure of the information and data that will be conveyed and/or transmitted from or by DISD due to the provisions of 34 CFR 99.31 (a)(5)(i). NKCES further acknowledges that any redisclosures by NKCES of Education Records will fully comply with the provisions of 34 CFR 99.33.
- NKCES shall be solely responsible for ensuring full compliance with all laws relating to the Regional School Programs, including but not limited to KRS 156.070, KRS 156.160, KRS 160.380 and 704 KAR 19:002.

- This Agreement may only be modified by the execution of a separate, written modification agreement, executed by both parties, and appended to this Agreement.
- This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- If any portion of this Agreement shall be ruled invalid for any reason, that portion shall be deemed excised herefrom and the remainder of this Agreement shall continue in full force and effect unaffected by any such invalidity.
- This Agreement has been approved by the Dayton Independent School Board of Education at its regular meeting on _____, and such approval is duly noted in the minutes of the Board and Superintendent Jay Brewer is authorized to enter into this Agreement on behalf of the Board and DISD.
- Executive Director Curtis Hall and NKCES Board Chairperson Michael Borchers represent, agree and warrant that they possess all necessary authority to execute this Agreement on behalf of NKCES and to fully bind NKCES to all terms herein.

This is a one-year Agreement beginning on July 1, 2015 and ending on June 30, 2016. This Agreement shall be automatically renewed unless either party provides written notice to the other party to terminate the Agreement on or before March 1 of each year.

Agreed and supported by the following:

Mr. Jay Brewer
Superintendent, Dayton Independent School District

Date

Mr. Michael Borchers,
Superintendent, Ludlow Independent School District
Chairperson, NKCES Board of Directors

Date

Mr. Curtis A. Hall
Executive Director, NKCES

Date

J.B.

M.B.

C.H.