



**District of Record Agreement 2023
Dayton Independent School District and
Northern Kentucky Cooperative for
Educational Services-
Regional Schools Program**

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 for Educational Services (NKCES), Regional Schools Program (RSP) for 2023 and automatically renewing each year if no other contract replaces it.

General Responsibilities and Assistance provided by District of Record

- Each fiscal year, NKCES, through the RSP budget, will compensate DISD \$30,000 for services provided as the District of Record.
- Each fiscal year, NKCES shall reimburse DISD the payment for two (2) slots in the Regional Schools Program.
- Each fiscal year, DISD will forward to NKCES the SEEK payments for the students enrolled in RSP 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 RSP.
- DISD will collaborate with the administration of RSP for school report cards- communication, and data input for state reporting.
- DISD will post all certified vacancies in KEPS.
- **DISD will provide e-mail accounts for staff members at NKCES via KDE KETS network in order for NKCES staff to be listed on the Global Address List (or GAL) in the state.**
- DISD will maintain and report all certification requirements such as KTIP, emergency certification, etc.
- DISD will provide access to Safe Schools Training.
- Oversee and work with the principal in SDRR to ensure all students are on rosters and accountable to the correct district.
- Collaborate with the principal and other DACs in the region on student enrollment in Pearson Access Next
- Work with the principal to make sure proper assessment software is on each computer
- Collaborate with the principal and other DACs in the region on student enrollment in the ACT site
- Work with KDE and ACT to ensure ACT testing materials are sent to RSP
- Work with the principal and KDE to get materials for Alternate Assessment
- Ensure students are populating in the SDR system for Alternate Assessment
- Share and go over assessment updates with the principal
- Provide thoughts and input to the principal on a variety of topics
- Oversee IEP records and monitor for errors
- Oversee the December 1 count and advise as necessary
- Assist Dayton Independent's Director of Teaching and Learning with getting ACT accommodations for students
- Update staff as needed on state monitoring changes and procedures re: special education
- Assist as needed with any questions or concerns regarding IEP documentation.
- Input the school calendar
- Assist with enrollment information

- Infinite Campus Support in behavior/attendance areas
- Provide assistance to the principal with questions about facilities
- Blended Learning/NTI Support

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 whatever which may grow out of or arising out of or relating 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 NKCES staff. 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 joining enterprise or a joint venture, and that the benefits and obligations arising under this Agreement are exclusive only to DISD and 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 RSP, 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 here from 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 [Amy Razor](#) and the NKCES Board President Joe Buerkley represents, agrees and warrants that they possess all necessary authority to execute this Agreement on behalf of NKCES and to fully bind NKCES to all terms herein.

This Agreement begins on May 5, 2023 and will automatically renew on July 1 of each fiscal year 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:

Jay Brewer
Superintendent, Dayton Independent School District

Date



Amy Razor
Executive Director, NKCES

5-5-2023
Date