

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

October 23, 2018

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve contracting with Nancy Kopnick to provide consultation services and training to teachers who work with students who have significant behavioral needs.

**APPLICABLE BOARD POLICY:**

01.11 General Powers and Duties of the Board.

**HISTORY/BACKGROUND:**

Kenton County has a few students with significant and challenging behavioral needs. At times, it is necessary to bring in an outside expert to provide consultation and training to our teachers in order to meet the unique needs of our students. In addition, to provide training to our teachers and staff in order to build capacity. Nancy Kopnick is a Board Certified Behavior Analyst who provides behavior analysis services/consultation to students who exhibit significant challenging behaviors.

**FISCAL/BUDGETARY IMPACT:**

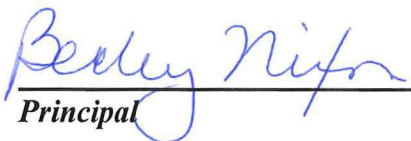
Nancy Kopnick has worked in the Kenton County School District in the past providing consultation services. These services will only be used on an as needed basis not to exceed 50 hours per school year. Therefore, the maximum cost will be \$5,000 per school year.

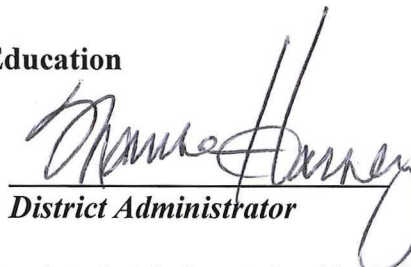
**RECOMMENDATION:**

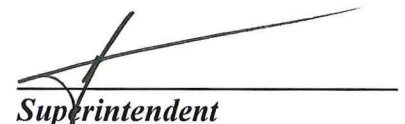
Request approval to contract with Nancy Kopnick to provide consultation services and training to staff of students with significant needs. It is requested that the Board allow this contract to automatically renew after one calendar year and each subsequent year unless terminated by either party to be paid out of IDEA-B funds.

**CONTACT PERSON:**

Becky Nixon, Director of Special Education

  
Principal

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn  
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

**Kenton County Schools**  
**Consulting Services Agreement**

This agreement entered into by and between Nancy Magnus Kopnick, Ph.D., BCBA (hereinafter "Consultant") and the **Kenton County School District Board of Education** (hereinafter "Board").

**Whereas, Nancy Magnus Kopnick, Ph.D., BCBA** has been recommended for services as a consultant with Kenton County School District:

**Now, therefore,** for the consideration stated herein, the receipt of which is acknowledged, it is mutually agreed as follows:

1. The Consultant is to render consulting services as directed by the Director of Special Education in accordance with the policies adopted by the Board and the laws of the State of Kentucky and all amendments or changes thereto. Consultant agrees to faithfully and diligently perform duties, including consulting services, **working as a BCBA (Board Certified Behavior Analyst) with staff and students in Kenton County Schools.**
2. Board agrees that in consideration of the Consultant's satisfactory performance, Board shall pay the Consultant contract amounts of one hundred dollars (\$100) per hour for which the Consultant's services are required not to exceed 50 hours per school year. The consultant will be paid in one month installments upon receiving the invoice from the consultant.
3. Consultant agrees to perform all services as an independent contractor. Consultant further agrees that no employment related benefits or tax withholdings of any kind shall be paid by the Board or made by the Board. In the event any benefits or withholdings are later required by operation of law, or later determined to be required, Consultant agrees the cost or amount of such benefits or withholdings may be deducted from the contract amount as contract payments are made to Consultant, or if there no unpaid balance on the contract, or if such balance is insufficient, the remainder shall be reimbursed to Board by Consultant within ten (10) days following receipt of an invoice therefore.
4. Consultant further agrees that the Board may terminate this Contract upon providing Consultant fourteen (14) days prior written notice.
5. Board further agrees that the Consultant may terminate this Contract upon providing the Board fourteen (14) days prior written notice.

Date:

---

Nancy Magnus Kopnick, Ph.D., BCBA, Consultant

Date:

---