



**DATE:**

07/17/24

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve:** contract with Dawn Hopkins to provide Speech therapy services to students per their IEPs.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Given a staff member's (SLP) medical leave, we would like to contract a speech therapist to deliver the necessary speech services outlined in students' IEPs. Currently, we do not have an SLP substitute to cover this position. Contracting with Dawn Hopkins will ensure that our caseloads do not exceed the cap of 65. Dawn Hopkins will provide therapy, consultation, evaluations, report writing, and participate in ARCs, supporting eligible students throughout the school year.

**FISCAL/BUDGETARY IMPACT:**

Special Education General Fund. The cost for the 2024/25 school year will vary depending on eligible students and the number of initial and reevaluations required through an ARC. However, we estimate the cost will not exceed \$15,000 dollars. These services are billed to Medicaid for reimbursement if the students are Medicaid-eligible.

**RECOMMENDATION:**

**Approval to:** contract with Dawn Hopkins to provide speech therapy services to students per their IEPs.

**CONTACT PERSON:**

Danielle Rice, Director of Special Education

  
*Principal/Administrator*

  
*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.*

**Dawn Hopkins, M.A., CCC-SLP**  
2521 Anderson Rd., Crescent Springs, KY 41017  
KY License # 251572  
Phone: (925) 984-8224  
Email: dmhopkins75@gmail.com

**CONTRACT  
FOR  
SPEECH THERAPY SERVICES**

This agreement made on this the 6th day of August 2024, is by and between Dawn Hopkins, SLP, a Non-Public Agency (NPA) provider of speech-language therapy services, (herein referred to as "Contractor") and Kenton County School District, (herein referred to as "KCSD").

**AGREEMENT**

**1. TERM**

This agreement shall commence on August 6, 2024, and shall remain effective continuously hereafter, without interruption, until June 30, 2025. Contractor understands that services to students are to cover a medical leave of absence and can, therefore, remain flexible on start and stop dates as needed by the KCSD in providing SLP services to students on the affected caseload(s). Subject to the provisions of this contract period, this contract will continue in effect thereafter until terminated by Contractor or KCSD at any time upon the terminating party giving not less than thirty (30) days written notice to the non-terminating party. Such termination of this contract shall not affect an SLP providing services under it unless such SLP is terminated in accordance with the terms of this contract. This agreement may be revised if it is accomplished by written agreement by both parties.

**2. SERVICES**

The parties agree that Contractor is to provide SPEECH-LANGUAGE THERAPY services under the terms and conditions of this agreement and in accordance with any applicable requirements of Federal, State, or local laws, rules, and/or regulations. Contractor agrees that all SPEECH-LANGUAGE THERAPY services will be rendered regarding conditions of participation and reimbursement. Contractor shall provide speech pathology services during and throughout the term of this agreement, on behalf of KCSD. Contractor shall represent KCSD and be provided with access to an aide or staff member as necessary while working with KCSD students.

**3. COMPENSATION**

Contractor shall be compensated by KCSD as follows:

Rate: SLP \$70.00 per hour

Days: 5 day(s) per week.

Hours: minimum 5 hours per day.

Provision: Evaluations, ARC/IEP meetings, the writing of goals and reports for such meetings will be billed at the additional rate of \$70.00/hour if extending beyond the school day.

Compensatory (make-up) speech sessions: Contractor is willing to consider conducting compensatory sessions for any previously missed sessions the students of KCSD encountered while waiting for speech pathology services this school year (2023-2024).

Services are rendered from the first day of the month to the last day of the month and invoices will be submitted to KCSD indicating services rendered and students treated.

Payment for services will be made to the Contractor as follows:

Services will be reimbursed within thirty (30) days from the date of invoice – Invoices will be submitted once per month on or about the 30<sup>th</sup>. KCSD shall be responsible for processing all invoices in a timely manner.

Any amendments to the above stated fee schedule shall be effective only when agreed upon between the parties hereto and amended to this contract. The Contractor shall not bill any student for therapy services that were rendered to the student.

#### 4. GENERAL PROVISIONS

- All therapy sessions must be held during designated school hours at school site, unless otherwise agreed upon by KCSD and Contractor.
- Contractor (Dawn Hopkins, SLP) to participate in annual and/or triennial IEP meetings as needed with KCSD to chair meetings or a KCSD SLP employee to participate in Dawn's stead.
- KCSD will designate a speech therapy space for weekly sessions.
- Caseload: following Kentucky speech-language guidelines for appropriate caseload number of students currently (13 students per day; 65 students per full time 5-day week) with possible need for the evaluation and/or addition of more students as needed at KCSD per ARC team decisions.

#### 5. RECORDS

Contractor agrees to keep and maintain such records on the services rendered by the Contractor to the students as may be required. Records shall be maintained and stored on the premises of the school site(s).

#### 6. INDEPENDENT CONTRACTOR

This agreement does not constitute a hiring of the Contractor by the KCSD as a school district employee. Rather, it is the parties' intention that so far as shall be in conformity with the law, the Contractor shall be an independent contractor and not an employee of KCSD. The Contractor shall comply with all rules, policies, and regulations of the KCSD in connection with the provision of the Contractor's services. All services rendered by the Contractor shall be rendered in a competent manner and in strict accordance with the currently approved methods and practices in the Contractor's profession. Employees and representatives of KCSD agree not to solicit for direct-hire Dawn Hopkins, SLP so long as Dawn Hopkins, SLP is contracted to KCSD.

**7. ATTORNEYS FEES**

In the event of the commencement of a lawsuit to enforce any of the terms or conditions of this agreement, the prevailing party in such litigation shall be entitled to reasonable attorney’s fees which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

**8. NOTIFICATION**

Any notification required to be provided to any party to this agreement shall be in writing and shall be considered effective as of the date of deposit with the U.S. Postal Service by certified or registered mail, to the addresses as follows:

**Contractor: Dawn Hopkins, SLP**  
C/O Dawn Hopkins, Director  
2521 Anderson Rd.  
Crescent Springs, KY 41017  
PH: 925-984-8224  
Dmhopkins75@gmail.com

**Kenton County School District**  
C/O Danielle Rice, Director of Special Education  
1055 Eaton Dr.  
Ft. Wright, KY 41017  
PH: 859-957-2608  
Danielle.rice@Kenton.kyschools.us

We, the undersigned, duly authorized representatives of the parties to this agreement, have entered into this agreement without reservation and have read and agree to the terms herein.

**By signing below, I indicate that I have read and understand the Dawn Hopkins, SLP Contract Agreement for speech-language services and agree to abide by the regulations therein.**

**Contractor**  
**Dawn Hopkins, SLP**

**School**  
**KCSD**

By: DAWN HOPKINS  
(E-Signature Here)

By \_\_\_\_\_  
(Signature Here)

Print Name: Dawn Hopkins

Print Name: \_\_\_\_\_

Title: Director, MA, CCC-SLP

Title: \_\_\_\_\_

Date: 07/18/2024

Date: \_\_\_\_\_