INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT entered into this _____ day of May 2019 by and between **Gallatin County School** (also hereinafter "School District") of Warsaw, Kentucky and **Marshá Gerton** of Cincinnati, OH 45224 (Also hereinafter "Gerton").

WHEREAS, the School District of **Gallatin County School**, Special Education Department, has determined that the School District needs to provide Orientation and Mobility Services to students with visual impairments as a service needed to implement the Individual Education Program of identified students and has determined that this need cannot be met by existing district staff: and

WHEREAS, Gerton is a Certified Orientation and Mobility Specialist and has experience in providing such services, and

WHEREAS, the School District desires to enter into a contract with Gerton for the providing of Orientation and Mobility services and related services, and

WHEREAS, Gerton desires to enter into a contract with School Districts to provide Orientation and Mobility services and related services, and

WHEREAS, the parties desire to reduce the terms of their agreement to writing.

TO WIT:

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth, the School District and Gerton do hereby agree as follows:

1. Gerton shall provide Orientation and Mobility services to the School District under the direction of Jo Ann McCaughan, Special Education

Director. In addition, Gerton will perform Orientation and Mobility evaluations and assessments as requested by the School District, and will prepare the reports of said evaluations and assessments, and will provide said reports to the School District. Gerton will also attend Admissions and Release Committee meetings as requested by the School District Representative or Director of Special Education and following state and local guidelines.

2. Services will be provided to meet the specifics of each student's Individual Education Program ("IEP"). Instruction shall be provided at the school and within the community during the school day or as otherwise scheduled.

3. The School District agrees to pay Gerton for the services provided pursuant to this contract the sum of One Hundred and Ten ($110.00) Dollars per hour working with the student, and the amount of Ninety ($90.00) Dollars per hour for travel time from the location of Gerton's residence in Cincinnati, Ohio, to each school or schools the said services are to be provided and from said school(s) or community to Gerton's residence in Cincinnati, Ohio. Gerton will bear her own transportation expenses, will furnish her own vehicle, her own auto insurance, fuel and maintenance and will not be reimbursed by the School District for travel expenses except in the event that overnight lodging is required, in which event such expense shall be borne by the School District.

In the event that supplies or equipment are needed in order to provide any of the services to be performed pursuant to this Contract, Gerton will seek prior approval from the School District prior to incurring any such expenses. School District will provide a purchase order for any approved expense and supplies and/or equipment will remain property of the School District.

4. On or before the 15th day of each month during the term of this contract, Gerton shall submit to the School District an itemized invoice for services rendered under this contract and expenses incurred pursuant

hereto the preceding calendar month. Invoices for services and expenses shall be payable following district guidelines for approved vendors.

5. Gerton shall maintain liability insurance at the level of $1 million covering her services provided pursuant to this Contract. A copy shall remain on file prior to providing services.

6. In providing services pursuant to the Contract, Gerton is, and for all purposes shall be deemed to be, an independent contractor and is not, and shall not be considered, an employee of the School District, and shall not represent to anyone that she is an employee of the School District.

7. In the course of rendering services pursuant to this contract, Gerton shall not be responsible for transporting students and will not, in fact, transport any students.

8. The parties knowledge that there may be occasions when a student for whom Orientation and Mobility services are to be provided pursuant to the Contract, is absent from school and will, therefore, not be available to receive the scheduled Orientation and Mobility services, or will not be available for scheduled evaluation or assessment. In such event, it shall be the responsibility of the School District to notify Gerton of the student's unavailability in sufficient time so as to avoid Gerton traveling to the school only to find that the child to be served is not present. Gerton shall provide the school personnel with her cell phone number so as to enable the school staff to notify her of such absences. In the event that Gerton does not receive timely notification of the student's unavailability to receive the services to be provided pursuant hereto (or to be evaluated or assessed), the School District agrees that Gerton will be paid for her time for traveling to and from (or partially to and from as the case may be) the subject school at the hourly rate hereinabove specified.

9. The parties agree to comply with all applicable laws and regulations concerning the performance of the Contract.

10. Each party certifies that it/she will not discriminate in any of the services provided in connection with the Contract on the basis of race, gender, national origin, religion, age, creed, political affiliation or disabling condition.

11. KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of the board of education in connection with contracts for supplies or services whether such gratuities or kickbacks are direct or indirect. KRS 45A.990 provides severe penalties for violations of the laws relating to gratuities or kickbacks to employees, which are designed to secure a public contract for supplies or services.

12. If any section, paragraph, or clause of this contract shall be held invalid by any court or competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions hereto.

13. This Contract shall be governed by and constructed in accordance with the laws of the Commonwealth of Kentucky.

14. This writing reflects the entire agreement between the parties. No change or modification of this Contract shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

15. This Contract will be in effect for the School District's 2019-2020 school year. A new Contract may be renewed annually based upon evaluation of the effectiveness of the services rendered in meeting the goals set forth herein, funding availability, and upon mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract the day, month, and year above written.

_____ SCHOOL DISTRICT

By _____

Title _____

SECOND PARTY

Marsha Gerton COMS

Marsha Gerton, COMS