

## INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 23 by and between **Powell County** Board of Education (also hereinafter "School District") of Stanton, Kentucky, and **KELLY STEWART** of Lexington, Kentucky. (also hereinafter "Stewart").

WHEREAS, the School District of Powell County, 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, Stewart 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 Stewart for the providing of Orientation and Mobility Services and related services; and

WHEREAS, Stewart 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 Stewart, do hereby agree as follows:

1. Stewart shall provide Orientation and Mobility services to the School District under the direction of School District's Special Education Director. In addition, Stewart will perform Orientation and Mobility evaluations and assessments as requested by the appropriate School District Representative, and will prepare the reports of said evaluations and assessments, and will provide said reports to the appropriate School District Representative. Stewart will also attend admissions and Release Committee meetings as requested by the appropriate School District Representative or Director of Special Education and following federal, state, and local guidelines. Prior to providing services under this Contract, Stewart shall have submitted to and passed a state and federal criminal records check.
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 in consultation with the Director of Special Education or appropriate School District Representative.

3. The School District agrees to pay Stewart for the services provided pursuant to this Contract the sum of One Hundred and Twenty (\$120.00) Dollars per hour working with the student, planning for the lesson, webinars or trainings that relate to the student and the student's IEP, and the amount One Hundred and Twenty (\$120.00) Dollars per hour for travel time from the location of Stewart's residence in Lexington, Kentucky to each school or schools the said services are to be provided and from said school(s) or community to Stewart's residence in Lexington, Kentucky. Stewart 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, subject to Stewart providing adequate supporting documentation consistent with School District policy and provided that such expenses must be reasonable.

In the event that supplies or equipment are needed in order to provide any of the services to be performed pursuant to this Contract, Stewart 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, equipment will remain property of the School District, nor shall Stewart be entitled to any of the benefits provided to School District employees.

4. On or before the 15<sup>th</sup> day of each month during the term of this Contract, Stewart 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. Stewart 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, Stewart 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, Stewart shall not be responsible for transporting students in her personal vehicle and will not, in fact, transport any students.

8. The parties acknowledge 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 Stewart of the student's unavailability in sufficient time so as to avoid Stewart's traveling to the school only to find that the child to be served is not present. Stewart 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 Stewart 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 Stewart 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, disability, or other protected status.

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 thereto.

13. This Contract shall be governed by and constructed in accordance with the laws of the Commonwealth of Kentucky, and jurisdiction and venue for any dispute concerning this Contract shall be in Powell Circuit Court, Powell County, 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. Neither party may assign its respective rights and obligations under this Contract. This Contract may be signed in counterparts.

15. This Contract will be in effect for the School District's 2023-2024 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

A handwritten signature in black ink, appearing to read 'Kelly Stewart', is centered within a light gray rectangular box.

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Kelly Stewart, COMS