

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024\_\_ by and between **Elizabethtown Independent Schools** School District (also hereinafter "School District") of Elizabethtown, Kentucky, and **BRIAN GOEMMER** of Sellersburg, IN 47172 (Also hereinafter "Goemmer").

WHEREAS, the School District of Elizabethtown Independent Schools, 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, Brian Goemmer 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 Goemmer for the providing of Orientation and Mobility services and related services, and

WHEREAS, Goemmer 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 forth herein, the School District and Goemmer, do hereby agree as follows:

1. Goemmer shall provide Orientation and Mobility services to the School District under the direction of Cain Avey, Special Education Director. In addition, Goemmer 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. Goemmer 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 Lab Computers, Inc. for the services provided pursuant to this contract the sum of One Hundred twenty (\$120.00) Dollars per hour working with the student, directly or indirectly, and the amount of One Hundred twenty (\$120.00) Dollars per hour for travel time from the location of Goemmer's residence in Sellersburg, Indiana, to each school or schools the said services are to be provided and from said school(s) or community to Goemmer's residence in Sellersburg, Indiana. Goemmer will bear his own transportation expenses, will furnish his own vehicle, his 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, Goemmer 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 15<sup>th</sup> day of each month during the term of this contract, Goemmer 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. Goemmer shall maintain liability insurance at the level of \$1 million covering his services provided pursuant to this Contract. A copy shall remain on file prior to providing services.

6. In providing services pursuant to the Contract, Goemmer 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, Goemmer shall not be responsible for transporting students and will not, in fact, transport any students.

8. The parties know that there may be occasions when a student for who 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 Goemmer of the student's unavailability in sufficient time so as to avoid Goemmer's traveling to the school only to find that the child to be served is not present. Goemmer shall provide the school personnel with his cell phone number so as to enable the school staff to notify him of such absences. In the event that Goemmer 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 Goemmer will be paid for his 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 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 2024-2025 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.

Elizabethtown Ind p. SCHOOL DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

SECOND PARTY

\_\_\_\_\_

BRIAN GOEMMER, COMS



**Trisura Specialty Insurance Company**  
 210 Park Avenue, Suite 1400  
 Oklahoma City, OK 73102

## CERTIFICATE OF INSURANCE

**Named Insured:** Lab Computers Inc  
 2118 Sterling Oaks Dr.  
 Sellersburg, IN 47172

**Policy Number:** TPP-0000001368-02

**Client ID:** 0000072916

**Policy Effective Date:** 11/09/2023

**Policy Expiration Date:** 11/09/2024

This Certificate is provided only for information purposes and confers no rights upon the Certificate Holder. It does not amend, extend, reduce or otherwise alter the coverage afforded by the policy shown above, nor does it constitute a contract between this insurance company, or its authorized representative or producer, and the Certificate Holder.

IMPORTANT: If the Certificate holder is an additional insured, the policy must be endorsed.

**Surplus Lines Producer's Name & Address:**

Richard F. Jones, Jr., Agent / Broker  
 c/o FORREST T. JONES & COMPANY, INC.  
 P.O. Box 418131  
 Kansas City, MO 64141-8131  
 Phone: (800) 821-7303

**Certificate Holder:**

**Private Educators Professional Liability  
 (Claims Made)**

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**Limit of Liability:**

\$1,000,000 per Claim Limit of Liability  
 \$3,000,000 Aggregate Limit for all Claims

**Deductible:** \$250

**Coverage:**

**Off Premises**

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**Limit of Liability:**

INCLUDED per Claim Limit of Liability  
 SAME Aggregate Limit for all Claims

**Deductible:** SAME

**Coverages:**

This certifies that the policy of insurance shown above was issued to the Named Insured above for the policy period stated herein, commencing with the policy effective date and concluding with the policy expiration. The insurance afforded by the policy is subject to all the terms, exclusions and conditions of such policy in spite of any requirement, term or condition of any other contract or document with respect to which this Certificate may pertain. The Limit of Liability shown above may have been reduced by paid Claims.

**Cancellation:**

In the event the above described policy is cancelled before the expiration date shown above, notice of cancellation will be delivered in accordance with the policy provisions.

Authorized Representative

**Issue Date:** 10/26/2023

# ACVREP

Academy for Certification of Vision  
Rehabilitation & Education Professionals

This is to certify that

**BRIAN RICHARD GOEMMER**

Has met all the requirements established to become a

**CERTIFIED ORIENTATION AND MOBILITY  
SPECIALIST (COMS)**



*Jack Chen*

Jack Chen, ACVREP Chairperson

Certification Number: 23143

Certification Date: September 21, 2021

Expiration Date: September 30, 2026

*Kathleen Zeider*

Kathleen Zeider, President