

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT entered into this _____ day of _____ 2026 by and between _____ School District (also hereinafter "School District") of _____, Kentucky, and BRIAN GOEMMER of Sellersburg, IN 47172 (Also hereinafter "Goemmer").

WHEREAS, the School District has determined that it 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, 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 the School District's 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. Goemmer will meet all Kentucky licensure and qualification requirements to provide services pursuant to this Contract.

4. The School District agrees to pay Goemmer for the services provided pursuant to this Contract the sum of One Hundred Thirty (\$130.00) Dollars per hour working with the student, and 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.

5. On or before the 15th 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, including the dates of services, names of students, and the length of time per student, pursuant hereto for the preceding calendar month. Invoices for services and expenses shall be payable following district guidelines for approved vendors.

6. Goemmer shall maintain professional 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.

7. In all matters relating to this Contract, Goemmer shall be acting as an independent contractor. Goemmer is not an employee of the School District under the meaning or application of any federal or state unemployment insurance compensation law or workers' compensation law, or other similar state or federal statute. Goemmer shall assume all liabilities or obligations imposed by any one or more of such laws with respect to maintaining his status as an independent contractor. Goemmer shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the School District, and Goemmer shall have no authority to represent himself as an agent, employee or in any other capacity of the School District. Goemmer's services are not to be construed by this Contract as being exclusively committed to the School District. Goemmer shall be free, in his discretion, to provide the same to any other person, or firm, provided always that Goemmer must ensure that the services required by the School District as provided herein shall at all times be performed in full. Goemmer hereby warrants that there is no conflict of interest in Goemmer's full-time or other employment, if any, or other contracts, if any, with activities to be performed hereunder, and Goemmer shall advise the School District if a conflict of interest arises in the future. Goemmer represents and warrants to the District that no taxes should be withheld from and paid to any taxing authority from the fees to be paid by the School District under this Contract. Goemmer agrees to indemnify and hold harmless the District against and with respect to any and all claims, interest, penalties, damages, losses, liabilities, and taxes resulting from a breach of this representation and warranty.

8. 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.

9. The parties knowlege 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 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.

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

11. Pursuant to KRS 160.380, Goemmer shall submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter from the Cabinet for Health and Family Services stating that he has no findings of substantiated child abuse or neglect found through a background check of child abuse records maintained by the Cabinet for Health and Family Services. Goemmer shall provide the School District with copies of the required background checks.

12. If during the course of this Contract the School District discloses to Goemmer any data protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as amended (20 U.S.C. § 1232g, *et seq.*), and its regulations, or data protected by the Richard B. Russell National School Lunch

Act ("NSLA") (42 U.S.C. § 1751 *et seq.*), and the Child Nutrition Act of 1966 ("CNA") (42 U.S.C. § 1771 *et seq.*), Goemmer agrees that he is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

Goemmer hereby agrees to report to the School District, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data or data that has been inappropriately shared.

Goemmer agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

Goemmer understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. § 3571) or imprisonment for not more than five years (under 18 U.S.C. § 3559), or both.

Goemmer understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. This Contract will be in effect for the School District's 2026-2027 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. Either party may sever this agreement with or without cause with a 30 day written notice to the other party.

19. The parties hereto shall sign such further and other assurances and perform such further and other acts and things which may be necessary or desirable in order to give full force and effect to the Contract herein.

20. Any controversy or claim arising out of or relating to this Contract shall be governed by the laws of the Commonwealth of Kentucky. Any litigation under this Contract, if commenced by either party, shall be brought in _____ County, Commonwealth of Kentucky.

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

By _____

Title _____

SECOND PARTY

BRIAN GOEMMER, COMS