

INDEPENDENT CONTRACTOR AGREEMENT

ORIENTATION AND MOBILITY SERVICES

This Independent Contractor Agreement ("Agreement") is entered into by and between **Boone County Schools** ("Contractee") and **Natashja Lusk, Certified Orientation and Mobility Specialist (COMS)** ("Contractor"), collectively referred to as the "Parties."

This Agreement shall become effective on 8/13/2026 ("Effective Date") and shall remain in effect through 06/30/2027 ("Term"), unless terminated earlier in accordance with the provisions of this Agreement.

1. Purpose and Qualifications

The purpose of this Agreement is to establish the terms and conditions under which Contractor shall provide professional Orientation and Mobility ("O&M") services to eligible students served by Boone County Schools.

Contractor, Natashja Lusk, is a Certified Orientation and Mobility Specialist (COMS) and shall provide services consistent with professional standards, ethical guidelines, applicable laws, student Individualized Education Programs (IEPs), and requirements governing Orientation and Mobility practice.

2. Scope of Services

Contractor shall provide Orientation and Mobility services as determined appropriate for eligible students identified by Boone County Schools.

Services may include, but are not limited to:

- Direct Orientation and Mobility instruction;
- Orientation and Mobility evaluations;
- Reevaluations;
- Observation and assessment activities;
- Record review;
- Assessment scoring and interpretation;

- Report writing;
- Progress reports;
- Participation in Individualized Education Program (IEP) meetings;
- Consultation with teachers, administrators, families, and educational staff;
- Staff training related to Orientation and Mobility needs;
- Professional communication regarding student services; and
- Other related services mutually agreed upon by the Parties.

Community-based instruction and travel training may be provided when identified as an appropriate component of a student's Individualized Education Program (IEP) and when determined appropriate by the Contractor based on professional judgment.

3. Caseload and Workload Expectations

The Parties acknowledge that the anticipated caseload at the beginning of this Agreement consists of approximately ten (10) to eleven (11) students receiving Orientation and Mobility services across multiple Boone County Schools locations.

The current anticipated caseload represents a part-time, low-volume service arrangement. Student service frequency and duration may vary based on individual student needs, IEP requirements, evaluations, reevaluations, consultation needs, documentation requirements, and other professional responsibilities.

If service needs substantially increase beyond the anticipated scope of this Agreement, the Parties agree to review workload expectations, scheduling needs, and compensation considerations in good faith.

4. Scheduling and Service Coordination

Contractor and Boone County Schools shall collaborate to develop a service schedule that supports student needs, considers school schedules and locations, and promotes efficient delivery of Orientation and Mobility services.

The Parties shall communicate regularly regarding scheduling, student availability, service coordination, and changes that may impact service delivery.

Boone County Schools and Contractor shall make reasonable efforts to coordinate student schedules and service locations to minimize unnecessary travel and maximize efficient delivery of Orientation and Mobility services.

5. Compensation and Billing

Boone County Schools shall compensate Contractor at a rate of:

\$65.00 per hour

for professional services performed under this Agreement.

The hourly rate shall apply to all approved professional services, including but not limited to:

- Direct Orientation and Mobility instruction;
- Indirect instruction and consultation;
- Evaluations;
- Reevaluations;
- Report writing;
- Required documentation;
- IEP meetings;
- Parent consultation;
- Teacher consultation;
- Staff training; and
- Other approved professional services.

The minimum billable service period shall be thirty (30) minutes.

Services shall be billed in thirty-minute increments.

Contractor shall submit invoices biweekly. Boone County Schools shall remit payment within fifteen (15) calendar days of receipt of invoice.

6. Late Payment

Invoices not paid within fifteen (15) calendar days of receipt may accrue interest at a rate of one percent (1%) per month, or the maximum amount permitted by applicable law, whichever is less.

7. Mileage and Approved Expenses

Boone County Schools shall reimburse Contractor for approved mileage incurred while traveling between service locations at the current Internal Revenue Service standard mileage reimbursement rate.

Approved parking expenses and tolls associated with service delivery shall also be reimbursed.

Expenses outside ordinary service delivery requirements shall require prior approval from Boone County Schools unless otherwise agreed upon by the Parties.

8. Cancellation Policy

If a scheduled service session is canceled with less than twenty-four (24) hours' notice, or if a student is unavailable upon Contractor's arrival, the scheduled service time shall remain billable unless Contractor elects to provide other billable services during that same scheduled period.

9. IEP Meetings and Required Meetings

IEP meetings, required meetings, and professional consultations shall be considered billable services.

If an IEP meeting or required meeting is canceled with less than twenty-four (24) hours' notice, the scheduled time shall remain billable unless the Contractor is able to utilize that time for other billable services.

10. Evaluations and Documentation Responsibilities

Orientation and Mobility evaluations and reevaluations shall be billed at Contractor's hourly rate and shall include necessary:

- Record review;
- Observations;
- Assessment administration;
- Assessment scoring;
- Interpretation of results; and
- Report writing.

Contractor shall provide necessary service documentation and progress information according to Boone County Schools procedures.

The Parties acknowledge that, unless otherwise agreed upon, Boone County Schools' Vision Team may assist with entering O&M information into district systems.

If direct entry into district systems becomes required of Contractor, the Parties may review workload expectations and adjust responsibilities as appropriate.

11. Instructional Materials and Equipment

Boone County Schools shall provide, or reimburse Contractor for approved purchases of, instructional materials, assessment tools, assistive devices, technology, and student-specific equipment reasonably necessary for Contractor to provide Orientation and Mobility services under this Agreement.

Reimbursement for materials purchased by Contractor shall require prior approval from Boone County Schools unless otherwise agreed upon by the Parties.

12. Technology and Communication

Contractor may utilize a professional email account for communication related to contracted services, provided such use complies with applicable confidentiality requirements and Boone County Schools procedures.

If Boone County Schools requires use of a district-provided email account or communication platform, Boone County Schools shall provide Contractor with appropriate access necessary for service delivery.

Boone County Schools shall provide reasonable access to student records and information necessary to provide contracted services, consistent with applicable privacy laws and district procedures.

13. Technology Security

If Contractor utilizes personal technology for contracted services, Contractor shall maintain reasonable safeguards to protect confidential student information.

If Boone County Schools requires additional security measures, software, or technology requirements, the Parties shall discuss and establish appropriate procedures.

14. School Access and Coordination

Boone County Schools shall assist Contractor in obtaining access to:

- School buildings;
- Student schedules;
- Necessary student records;

- Designated personnel; and
- Other information reasonably necessary for delivery of Orientation and Mobility services.

The Parties shall collaborate to support effective communication and service delivery.

15. Professional Independence and Clinical Judgment

Contractor shall retain responsibility for determining appropriate Orientation and Mobility assessment procedures, instructional methods, lesson progression, service delivery strategies, and professional recommendations.

Boone County Schools may identify students requiring services, communicate educational priorities, coordinate scheduling, and provide information regarding student needs.

However, Boone County Schools shall not direct Contractor's professional judgment regarding assessment procedures, instructional methodology, or clinical recommendations.

16. Student Transportation

Contractor shall not be responsible for transporting students.

Transportation required for community-based instruction or other Orientation and Mobility activities shall be provided or arranged according to Boone County Schools procedures.

17. Confidentiality

Contractor shall maintain confidentiality of student information obtained during the performance of services under this Agreement.

Contractor agrees to comply with applicable confidentiality requirements, including applicable student privacy laws and district policies regarding educational records.

18. Independent Contractor Status

Contractor is an independent contractor and not an employee, agent, or representative of Boone County Schools.

Contractor shall maintain control over the manner and means by which professional services are provided, consistent with student needs, IEP requirements, applicable laws, and professional standards.

19. Taxes and 1099 Reporting

Contractor acknowledges responsibility for all federal, state, and local taxes associated with compensation received under this Agreement.

Boone County Schools shall not withhold employment taxes from payments made to Contractor.

Boone County Schools shall provide applicable tax documentation, including a Form 1099 as required by law.

20. Professional Liability Insurance

Contractor shall maintain any insurance required by applicable law.

Any additional insurance requirements requested by Boone County Schools shall be discussed and agreed upon by both Parties prior to execution of this Agreement.

21. Services Provided to Other Organizations

Contractor maintains the ability to provide professional Orientation and Mobility services to other organizations, individuals, or school districts, provided such services do not interfere with Contractor's obligations under this Agreement.

22. Review of Services and Compensation

Approximately ninety (90) days after services begin, Contractor and Boone County Schools agree to review:

- Workload;
- Scheduling;
- Service delivery needs;
- Student needs; and
- Compensation considerations.

The Assistant Director of Exceptional Student Education and Vision Team may assist with this review.

Any modifications shall be made through mutual agreement of the Parties.

23. Termination

Either Party may terminate this Agreement with thirty (30) calendar days written notice.

The Parties may mutually agree to an earlier termination date if circumstances require.

24. Governing Law

This Agreement shall be governed by and interpreted according to the laws of the Commonwealth of Kentucky.

25. Entire Agreement

This Agreement represents the entire understanding between the Parties regarding the services described herein and supersedes all prior discussions, negotiations, or understandings related to the subject matter.

Any modifications to this Agreement must be made in writing and agreed upon by both Parties.

26. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

SIGNATURES

CONTRACTOR

Natashja Lusk, COMS

Signature: _____



Date: 07/20/26

BOONE COUNTY SCHOOLS

Authorized Representative:

Name: Mr. Jesse Parks

Title: Board Chair

Signature: _____

Date: 8/13/2026