2023-2024 SCHOOL YEAR

NORTON CITY SCHOOLS
BUSINESS AFFAIRS
INDEPENDENT CONTRACT OPERATOR AGREEMENT

This agreement is entered into the 24th day of August, 2023 by and between the Board of Education of the Norton City School District ("Board") and Lashaun Taylor (ICO").

In consideration of this Agreement, the ICO acknowledges, recognizes and defines himself/herself as being an independent contractor of the Board and not an employee of the Board. The ICO waives any claim to employee status with the Board. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover ICO (or ICO's employees, if any). ICO shall not participate in any fridge benefits of the Board, including pension or life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer employee relationship. The ICO agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for himself/herself.

The ICO shall hold himself/herself available to render at the request of the Board, transportation services for the benefit of the Board. The ICO shall exercise independent professional judgement in the rendering of services for the Board. The ICO will maintain, for the duration of this Agreement, any certificate or license required by law to perform the services required by this Agreement. The ICO will transport students in vehicles that are not "school buses" as defined in R.C.4511.01(F) or marked as a "school bus".

The Board shall not exert direct control over the service provided by the ICO; however the ICO is subject to such reasonable safety rules and regulations as the Board, acting through its Superintendent and employees. At all times, the ICO shall be subject to monitoring by an employee or employees of the Board to determine the extent of compliance with her terms of the Agreement by the ICO.

The Board agrees to pay the ICO for services rendered $100 per day for each day the ICO transports pupils to and from school. The payments to the ICO shall be without deduction, including no deductions for federal income, social security or state income taxes. This Agreement is contingent upon the continuations, at current levels, or any funding that directly supports the services for which the ICO is retained.

The ICO certifies that he/she is free of other obligations which could possibly interfere with his/her performance as the drier of record during the term of this Agreement.

Should ICO be unable to drive the daily route or co-curricular/sport run/extra trips, [CO MUST notify the Norton City Schools Transportation Department of [CO's unavailability and the name of the qualified ICO van driver taking ICO's route/run during such absence. ICO is not permitted and agrees not to hire a substitute driver to take ICO's route/run. Failure to comply with this criteria will result in immediate cancellation of this contract by the Board. The Executive Director, Business Affairs, or designee must approve, in writing, any exception to this rule.

The ICOS are required to have all safety equipment in their van for use, at all time. In addition, the ICO will be required to purchase the appropriate signs to be used in his/her van. ICOS are

required to provide the District's Transportation Department with a working cell phone number and MUST have the phone on their person at all times during transport of children.

The ICO shall perform work under this Agreement at the [CO's own risk. The ICO shall identify and hold harmless the Board from any claim, demand, loss, liability, or damage which may be suffered by the Board as a consequence of ICO's actions or omissions.

This Agreement contains the entire agreement of the parties and there are no other promise or conditions in any other agreement., whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties herby releases and discharges the other form any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and the ICO that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them. The Board reserves the right to modify or amend this Agreement to comply with any federal and/or state laws/regulations with regards to the transport of any students/staff associated with the Norton City School District.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid, unenforceable but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. The failure of either part to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement, This Agreement shall be governed and construed in accordance with Ohio law.

THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AT THE END OF EACH SCHOOL YEAR OR IF THE BOARD DELIVERS WRITTEN NOTICE OF TERMINATION TO THE ICO PURSUANT TO THE TERMS OF THIS AGREEMENT.

In WITNESS WHEROF, the parties have indicated their acceptance of the foregoing terms by affixing their signatures below.

BY ICO: LaShawn Saylor

Name- Signature

Address

Social Security Number

2023-2024 SCHOOL YEAR

8/16/23
Date

By THE NORTON CITY SCHOOL:

_____ _____

DATE