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**SCHOOL BUS ADMINISTRATIVE, MAINTENANCE  
AND  
MECHANICAL SERVICES AGREEMENT**

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between the

Barberton City School District

and the

Norton City School District

## **STATEMENT OF PURPOSE**

The Barberton City School District Board of Education desires to contract with the Norton City School District Board of Education to provide school bus administrative, maintenance, and mechanical services under the terms and conditions specified below. These services will include, but not be limited to, administration, regular and preventative school bus mechanical services and repairs. These services will take place throughout the duration of the agreement normally at the Norton City School District Transportation Garage with some limited services provided by Norton personnel at the Barberton City School District Bus Garage.

Whereby the parties enter into the following agreement (“the Agreement”) for school bus administration, maintenance, and mechanical services:

## **ADMINISTRATION OVERVIEW**

The Transportation Supervisor agrees to oversee all operations of Barberton City School District’s transportation including drivers and driver certification, evaluation of drivers, fleet management, transportation equipment, transportation maintenance personnel, and the assignment of drivers and routes (see attached job description).

## **SUMMARY OF SERVICES**

### **PREVENTATIVE MAINTENANCE PROGRAM (PMP)**

The Transportation Supervisor will provide a preventative maintenance program (“PMP”) for each Barberton vehicle. The PMP is to be administered between each party to this Agreement for each school bus, but the intervals shall not be longer than 5,000 miles for diesel powered vehicles.

The length of time needed for a PMP will depend upon the make and model of the bus and the Manufacturer Specifications.

### **DAILY BUS INSPECTION**

Barberton agrees to require the drivers of its vehicles to perform the daily/pre-trip inspection as required by the O.A.C. 3301-83-06 (A), (B) and place the results on the daily pre-trip bus inspection forms.

### **STATE BUS INSPECTION**

The Transportation Supervisor agrees to prepare the Barberton buses for passage of the Annual, Spot and if necessary, the Re-inspections program for the Ohio State Highway Patrol. At the conclusion of any inspections, each party to this agreement will review the results of the inspection and mutually agree to undertake any and all corrective measures, if necessary, regarding any deficiencies cited on any vehicle as a result of any inspection the inspection program.

## **SPARE VEHICLES**

Norton and Barberton agree that should the need arise that either district will loan the other a school bus or buses if necessary to help provide the safe and efficient transportation of the children of either district has a need for an additional bus. This provision is subject to each party providing the other a copy of written approval of this provision from its insurance carrier. Without such written approval from both parties, this provision is null and void.

## **EMERGENCY ROAD SERVICE**

In the event of a breakdown of a Barberton bus the Norton mechanical staff will provide priority services for the emergency in the same manner as if the emergency situation occurred with a Norton bus.

## **COSTS**

### **ADMINISTRATIVE**

Barberton City Schools will pay half the reasonable and documented costs for the Transportation Supervisory duties. Norton will employ said position and bill Barberton City Schools according the schedule below. Norton will also consult Barberton City Schools during the evaluation process.

The Barberton City School District will pay administrative costs of \$350.00 per month. Administrative costs include, but are not limited to, requisitions, purchase orders, warrants, inventory, administrative evaluations, and bids.

### **GENERAL REPAIRS AND MAINTENANCE COSTS**

The Barberton City School District will pay the Norton City School District half of the reasonable and documented costs for mechanics and mechanic's helpers. The cost will include the wages of the mechanics and helpers plus the SERS retirement costs, Medicare costs, plus the costs of the fringe benefits that the employee receives.

Norton will hire and pay all costs for the mechanic's and helper's salaries and benefits as determined by any applicable collective bargaining agreement covering the employee(s). Should there be a wage adjustment during the year, the final invoice will be adjusted to reflect the balance due.

In addition to the quarterly invoice for the base wage for the mechanic, all necessary time worked outside of the regular work schedule will be invoiced to Barberton at the employee's hourly rate. Overtime hours of the mechanic in excess of 40 per week must be approved by the Barberton superintendent/treasurer/designee prior to such hours being worked.

### **OVERHEAD AND TOOLS**

The Norton City School District will pay for all overhead costs and tools necessary to perform the work outlined in this agreement. To offset the costs and overhead that the Norton City School District will incur to perform this work, the Barberton City School District will pay a monthly fee to Norton in the amount of \$1,045.00. Of that amount it is estimated that approximately \$470 will offset the utilities based upon the current costs prorated at 50% which is the percentage of the total number of buses that Barberton will have

Norton service. The remaining money above the cost of utilities will offset all other costs associated with Norton's overhead and tool replacement.

## **SUPPLIES, PARTS, AND MATERIALS**

Charges for materials, parts and supplies used on Barberton buses will be assessed on a cost plus 5% basis to cover the cost of the item, the handling and the processing. Documentation will be provided in the billing process for materials, parts and supplies used on specific vehicles. These charges shall be invoiced to Barberton.

## **DAY TO DAY OPERATIONS**

The Transportation Supervisor will provide all record keeping services in coordination with the Barberton City Schools' Dispatcher/Transportation Coordinator.

Norton will order all parts, generates work orders, perform services then invoice Barberton.

Norton will involve all costs, including those that are in addition to the basic maintenance costs and the \$1,045.00 monthly overhead and tools fee.

A limited inventory of parts will be maintained in Barberton. Those parts will be ordered by Norton and be owned by Barberton. (These parts may included but not be limited to light bulbs, batteries, switches etc.) Barberton will continue to order and stock necessary fluids such as but not limited to oil, antifreeze, and washer fluid.

Work orders will be generated by the mechanic. It will include a log of daily repairs and any other work orders processed. The work orders will detail the labor, parts, and supplies used in the repair.

The Transportation Supervisor will have the right to contract out repairs with the consent of the Barberton superintendent/treasurer/designee.

## **INSURANCE**

Each District will provide, at its own expense, insurance on each school bus in compliance with O.R.C. §3327.09.

## **ACCESS TO FACILITIES**

Barberton bus drivers will be provided with the same access to the Norton bus garage as Norton bus drivers. Access to the bus garage for Barberton employees will be governed by Norton guidelines, procedures and policies as adopted by the Board.

## **LOCATION OF REPAIRS**

The primary location for bus mechanical repairs will be the Norton City School District bus garage which is located at 4128 South Cleveland Massillon Road, Norton, Ohio 44203.

Secondary services will be provided by a mechanic from Norton at the Barberton City School District bus garage at 425 Morgan Street, Barberton, Ohio 44203.

**CONTRACTED REPAIRS**

The Transportation Supervisor will confer with the Barberton superintendent/treasurer/designee should a Barberton bus need to have a specific repair contracted out to a specialist. This conversation will be conducted informally and prior to the repair taking place. Should a repair be contracted to an outside agency then the two districts will determine if the cost of the repair should be invoiced through this agreement or if Barberton will pay for the repair directly to the outside contractor. For example a leaf spring repair might be invoiced to Norton through this agreement but an engine rebuild might be billed directly to Barberton.

**BILLING AND PAYMENTS**

Norton will invoice Barberton quarterly in accordance with this agreement. Barberton will pay the Norton invoice within forty-five (45) days of the date of the invoice.

All invoices will be mailed to the Barberton City School District Treasurer’s Office at 479 Norton Avenue, Barberton, Ohio 44203.

Barberton will mail all payment to the Norton City School District’s Treasurer’s office at 4128 South Cleveland Massillon Road, Norton, Ohio 44203.

**SEPARABILITY**

It is agreed that upon a minimum of sixty (60) days notice, either party, upon serving written notice upon the other party may withdraw from this agreement. The final invoice must be submitted by Norton to Barberton within thirty (30) days of the termination of this agreement and Barberton must pay the final invoice within thirty (30) days of the date of the final invoice.

**TERM**

The initial term of this Agreement shall commence **July 1, 2013, and end June 30, 2014.**

BARBERTON CITY SCHOOL  
DISTRICT BOARD OF EDUCATION:  
By:

NORTON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION:  
By:

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President

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President

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Treasurer

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Treasurer

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Superintendent

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Superintendent