



THE PUBLIC SCHOOLS OF BROOKLINE
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Memorandum

TO: School Committee
Ben Lummis
Mary Ellen Normen

FROM: Matthew J. Gillis, Director of Operations & Facilities

CC: Evan Schwartz, Transportation Coordinator

RE: **Transportation Contract Amendment – COVID-19 Partial Payment During Forced Shutdown**

DATE: ~~April 8, 2020~~ Revised April 29, 2020 (New info in Purple)

Legal Problem

The School Department is in a catch 22 with competing laws, [MGL Ch 71, Section 68](#) the law requiring districts provide transportation for students under grade 7 and [MGL Ch 41 Section 56](#) the law requiring we pay for goods and services only after they have been rendered.

Practical Problem (School)

If we don't pay, the transportation companies are claiming they cannot afford to pay their drivers for the duration of the shutdown. If some drivers get another job and do not return to their position when school reopens, the vendor will have hard time filling providing service to all those routes. Putting the district in violation of [MGL Ch 71, Section 68](#). Note: Some other communities who share our school bus vendor are planning to make a similar partial payment to ensure continuity of service. Per their business official those are: Belmont, Billerica, Cambridge, Newton, Medford, Somerville, Wellesley, **Lincoln, Dover-Sherborn, and Northeast Metro Voc Tech.**

Like the customer who once asked this 11-year-old paper boy, "Why didn't you deliver to me yesterday?" And my response was, "Because the newspaper company shorted me yesterday and they all tip." I really don't want to see PSB on the short end of service. Customer service provider loyalty is a bit of a two-way street.

Consequence - Failure to provide to & from service for the regular school day will likely lead to some very angry and vocal parent complaints. These parents badly want to get to back to work that depend on school transportation because they actually schedule part of their lives around this service because it has been historically reliable.

Practical Problem (Town)

Consequence - If we pay a bill for services not rendered, the Town Comptroller is likely to get finding from the independent auditor.

However, if that bill is paid, at an agreed upon reduced rate, within current appropriation, then the Town Comptroller may get a pass in this situation, especially if many other communities are making similar exceptions to the statute.

Work In Progress

School business folks across the Commonwealth are trying to help the Town Comptrollers and Accountants be more comfortable with this exception request as many communities are seeking to make partial payments to ensure continuity of service when we reopen school. No one can do that better for town Accountants than the Division of Local Services (DLS). PSB, along with DESE have requested the DLS encourage an exception to MGL Ch 41, Section 56 for payment of transportation services during the COVID-19 shutdown.

The Solution

Actions to be implemented.

1. SC votes to approve the contract amendment for the COVID-19 shutdown.
2. SC authorizes Superintendent, or designee, to negotiate with vendors
3. PSB submits discounted bills for payment.
4. Select Board supports the exemption in this circumstance opts to take any findings under advisement for future payments made during a pandemic to ensure stability of services.

Effect of the Proposed Solution on Budget

1. Regular Ed Transportation (Tentative Agreement) 70% of Contracted per Diem Rate
 - a. \$130.50 per diem* 6 buses * 66 Max shutdown days = \$51,678 less than normal operations
 - b. Some schools have approved payment, all but one have reported expecting to make partial payments**
 - c. Every 1% on this contract amendment = \$1,722 +/- for the 66 “shutdown” school days**

Total Reg School Day Bus Budget	\$ 495,020
Eastern Paid thru 3/12/20	\$ 297,540
70% Per Diem Rate	\$ 120,582
Est. Available on 6/30/20	\$ 76,898

2. METCO Transportation (Tentative Agreement) 63% of Contracted Per Diem Rate
 - a. \$181.30 per diem* 3 Buses* 66 Max shutdown days = \$35,897.40 less expense to grant
 - b. Grant gets amended, funds allocated to other METCO related expenses
3. Special Education Transportation (~~NO TA recommended~~) ~~Van Company Owner seeking 95%~~
 - a. TA with YCN Transportation on 4/29, 63% of contract rate, all routes,**
 - b. Numerous school system confirmed getting same rate**
 - c. Every 1% on this contract amendment = \$8,116 for 66 days of standby service**
 - d. Vendor provides in-town and out-of-district service**

Projected	Normal Operations	YCN Standby	Notes Special Education Transportation
Budget	\$ 2,250,125	\$ 2,250,125	
Summer transportation	\$ 278,049	\$ 278,049	Completed Aug 2019
In Town Vans	\$ 625,691	\$ 537,585	63% rate for 66 remaining school days
OOD Transport	\$ 1,485,924	\$ 1,282,983	63% rate for 66 remaining school days
MV Transport	\$ 57,195	\$ 39,103	PO, not bid contract, actuals only
Estimated Exp	\$ 2,446,859	\$ 2,136,109	Amount Avoided Via 63% Standby
			\$ 309,139
Available/ (Over)	\$ (196,734)	\$ 112,405	Available on 6/30 to cover other needs