



**Testimony of
Deputy Chancellor Kathleen Grimm
The New York City Department of Education
Before the
New York City Council
Committee on Civil Service and Labor
March 27, 2014**

The New York City Department of Education's (DOE) Office of Pupil Transportation (OPT) is the largest school transportation department in the country. The DOE has contracts for 7,700 total bus routes that serve 152,000 students. NYC spends approximately \$1.1 billion per year on busing. DOE's highest priority when procuring busing services is to ensure student safety and quality services for families.

DOE's authority to provide bus transportation to NYC public school students is set forth in various State and federal statutes. There are two general categories of school bus service: (1) "Special Busing," for children with disabilities who require special transportation; and (2) "General Busing" for students who do not have disabilities and for students with disabilities who do not require special modes of transportation.

The following describes some history on DOE's inclusion of Employee Protection Provisions (EPPs) in bus contracts. EPPs in their present form began in the wake of a 1979 strike by Local 1181 of the Amalgamated Transit Union. The strike was precipitated by DOE's removal of two provisions from a bid solicitation that year. The first gave priority in hiring to employees of private bus companies who lost their jobs as a result of the loss of the contract by a previous contractor. The second required bus companies to pay their employees comparably to the rates for NYC Transit Authority workers.

The 1979 strike lasted three months and was concluded by a stipulation of settlement negotiated in part by Milton Mollen, then the Presiding Justice of the Second Department. The "Mollen Agreement," as it came to be known, essentially restored the first of the two provisions that DOE had sought to exclude from the request for bids (RFB).

The EPPs that were included in DOE's bus contracts as a result of the Mollen Agreement established two "industry-wide Master Seniority Lists"—one list for drivers, mechanics and dispatchers, and the second list for chaperones/escorts. If any employee became unemployed because her employer lost its contract with DOE, then the employee's name would be listed on the appropriate master list ranked by his/her seniority. Bus companies seeking to hire were required to hire their employees from these seniority lists.

For the next 33 years, with a few exceptions, DOE negotiated extensions of school bus contracts, rather than issuing requests for bid. In 2006, responsibility for school bus contracts for pre-Kindergarten ("Pre-K") and Early Intervention ("EI") students was transferred to DOE from the NYC Department of Transportation ("DOT"). After initially exercising options to renew and extend those contracts for limited periods, the DOE in 2008 decided to bid out the Pre-K/EI contracts. The



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DOE bids for Pre-K/EI transportation service included EPPs, drawing a challenge from a group of school bus companies. The companies alleged that the EPPs were anti-competitive and violated state public contracting laws. The trial court agreed, and its ruling was upheld by the First Department and by the New York Court of Appeals in 2011, in *L&M Bus Corp. v. NYC Department of Education*, 17 N.Y.3d 149.

Evaluating the EPPs in its 2011 ruling, the Court of Appeals held that, because of their potential for anticompetitive consequences, EPPs warrant a more stringent review than the usual “rational basis” standard applied to most governmental decisions regarding restrictions imposed on bidders in public procurements.

The Court of Appeals looked at DOE's justifications for the EPPs and found that they did not satisfy the heightened scrutiny test. The Court of Appeals was specific about heightened scrutiny in *L&M*: “Consistent with the goals of public bidding laws, we held in *Matter of City Council of City of N.Y. v Bloomberg* (6 N.Y.3d 380 [2006]) that ‘... procedures having an anticompetitive effect on the bidding process can be justified only by proof that they are designed to save the public money by causing contracts to be performed at smaller cost or without disruption.’” The State high court ruling also applied only to prospective contract awards; the decision did not invalidate or require the removal of EPPs in current DOE school transportation contracts.

Following the *L&M* ruling, DOE began a process of bidding out all bus routes in a public competitive bidding process. With the exception of some relatively small procurements in the 1980s and 1990s, this marked the first time in 33 years that bus routes had been bid out. Over the past two years, all bus routes have been put out for a public bidding process. There are currently 50 school age vendors with nine different union affiliations.

The first routes put out for bid were Pre-K routes, the contracts for which had not previously included EPPs. In September 2012, DOE awarded contracts to 18 companies to provide pre-K service. In December 2012, DOE issued a solicitation for more than 1,100 routes, which serve 22,500 students in kindergarten through 12th grade who have disabilities and require special transportation. The issuance of that solicitation, which similarly did not include EPPs, led to the strike by Local 1181 and other unions. The strike ended on February 15, 2013 and classes resumed on February 20th with all buses back in operation. Ultimately, DOE awarded contracts to 16 companies, covering more than 1,100 routes. These contracts took effect in September 2013.

In April 2013, DOE issued a solicitation covering 1,400 routes for school-aged special education bus service. The Request for Bids (RFB) did not include EPPs and contracts were awarded to 16 companies to start September 2014. In November 2013, DOE issued an RFB to provide School Bus Transportation for school age students who receive special education bus service and students who receive general education service and other riders citywide. The RFB, which did not include EPPs, sought bids for 4,000 vehicles to provide service beginning in the 2015-2016 school year, setting a May 12, 2014 due date for responses. The RFB will result in multiple 5-year requirements contracts.



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Under these contracts, the number of jobs for drivers and attendants remains the same, as total routes have not diminished. However, DOE is seeking additional data to further evaluate any changes impacting workers. The need for regular procurements should not hurt bus workers by becoming a “race to the bottom” in which price differences between companies are driven more by declining wages than by management practices, staff training, and capital investment. In addition to strongly supporting the rights of bus drivers and attendants to unionize and bargain in good faith with our bus contractors, DOE seeks to safeguard the security of bus drivers and attendants.

In light of the arrival of the new City administration, DOE, with support from other agencies, is currently reviewing the benefits and drawbacks of the process begun in 2011 and various options to proceed. We are using these criteria (*safety of DOE students and quality of service; worker protection and fairness; and fiscal responsibility and sustainability*) to review the current conditions and consider directions for the future. DOE looks forward to sharing its findings and plans on improving bus services for all students based on the aforementioned criteria in the coming months.



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March 27, 2014

Adverse effects of no Employee Protections in City School Bus Industry

My name is Daniel Gatto, President of Teamsters Local 553 who represents a portion of New York City's School Bus Workers.

By not having any Employee Protection Provisions in City School Bus Worker Contracts has had many negative implications not only on the working men and women but on the industry overall as well.

Prior to Mayor Bloomberg putting the School Bus Contracts out to bid we had a very stable work environment not only for the School bus workers but also for the children who depend on responsible experienced workers to transport them on a daily basis. These companies had dependable workforces who were provided a living wage with comprehensive health care and retirement benefits. Workers who were dedicated their careers to the transportation of the City's special needs children.

Our members had to except concessionary contracts to keep their employers competitive in order to retain their jobs, in some cases this wasn't enough and as a result we have many members out of work and others soon to be out of work, cast aside while new workers come in to take their place for a fraction of the wages and no health or retirement coverage.

We see this as an injustice to these workers all of which are New York City taxpayers, many of them home owners who will soon lose those homes and fall out of the tax base which is vital to our city's economy.

We believe that there is a better way to help the City realize savings and also maintain some standards of employment for these workers without having a race to the bottom by having unscrupulous employers bid ridiculously low prices just to get work with no consideration for the workers and how they can possibly survive on substandard wages and no benefits.

There was a time when the politicians in our great City placed a value on the transportation of our City's children, I hope with this new administration we can return to those values.

Respectfully submitted,

Daniel J. Gatto

President Teamsters Local 553

Hello, Thank you for giving us the opportunity to speak on behalf of the most vulnerable and fragile children in New York City. My name is Suzanne Peters, and I am the Special Needs Parent Coordinator at the JCC in Manhattan and a member of the ARISE Coalition.

First, I want to be very clear that there are some remarkable individuals who now lead the OPT; however, they have inherited a very broken bureaucracy. The failures with our school-busing program have been systemic for many years. Sadly, the erosion of service has only continued. Please allow me to share three quick stories with you:

1. When a bus showed up to pick up a 5-year old girl who is in a wheelchair – there was no wheelchair lift – when the mother explained that her daughter is in a wheelchair and needs a lift – the apathetic driver snapped back at her, “it is not my problem that your daughter is in a wheelchair.” When the desperate mother called the bus company, she was told that they would “try” and send a bus with a lift. The little girl missed school that day.
2. In early September, when it was still quite warm, a mother received a call from her daughter’s school. The school said that they could not put her daughter on the bus, as the bus didn’t have AC and it was simply too hot for a long bus ride. The mother had to leave work and go and pick up her child. The bus was equipped with AC – the driver simply didn’t know how to turn it on.
3. A mother reached out to the JCC, because her daughter was coming home with long, red welts across her chest. Because her daughter has very low – muscle tone, she often needs to be readjusted in her seat, so that her seat belt fits properly across her. The mother spoke repeatedly to the Matron about the issue and she was told by the Matron, “this is not my job.”

These are just a few of an overwhelming number of cases consistently reported to the JCC. We must work together to establish trust with the OPT that transportation of our most fragile children to and from school is and, will continue to be, a top priority. These children bravely face such incredible challenges every day, it is our responsibility, legally, ethically and morally to provide them with safe, reliable and comfortable transportation.

Thank you for your time and attention.

Carin van der Donk

Testimony before the Committee on Civil Service and Labor regarding: The school bus industry in the aftermath of the removal of Employee Protection Provisions from contracts and its impact on workers

3/27/14

Thank you to the Chairperson of the Committee on Civil Service and Labor, and the rest of the members of this committee for holding this important hearing.

My name is Carin van der Donk, and I testify here as a parent who has spent over ten years advocating on behalf of my child who is a district 75 student, and attends a state funded private school. After experiencing the many needless, systemic, and dangerous problems with my sons 2 ½, to even 6 hours, daily commute to and from school, I became an advocate for all NYC students, and the people who work with them.

It has been several years now, and during this time I have gathered an extensive knowledge about the school bus system. I could talk about this issue for hours upon hours, and am always eager to learn more. But I will try to keep this simple, so I am attaching a document called "busing by the numbers" with some important, but hard to find, information, much of which I learned while sitting in hearings like this one today. I hope this might be helpful.

As I mentioned, my son spends a significant time on a school bus on a daily basis. At a minimum around 2 hours a day (if we receive the best possible route), but most years it has been between 3 to 4 hours each day. This would be strenuous for ANY child, let alone a child with disabilities. But this hearing is not about that, but about the people that work with him during those hours, and their own working conditions while caring for my child.

My child's driver and matron are a very important part of his day. In the morning, they are the first people he sees. They are the first people who influence his state of mind, and his ability to learn each and every day. When these men and woman are patient, understand the students disabilities, are able to communicate, and in general are professional and efficient, it makes everything else in the school day possible. When the opposite happens, it sets up a child to be stressed and not ready to learn in school. Many hours will be spend by school staff to fix a situation that might have occurred on a bus. If a problem on a bus is persistent, it can go as far as for a student to no longer be able be on that school bus without causing serious harm in some way. That is exactly what happened to our family. So I had to start driving my child to school. And I did just that for 2 years. In between those drives, I had the time to start advocating for additional training for school bus personnel who transport our children with disabilities. I met many kindred spirits along the way, and as a result in 2013, Mr. Kellner introduced State Law A 8060, which calls for more training regarding students with special needs for drivers and matrons. But this appears to be not getting anywhere because of Mr. Kellner's problems in his political career.

In the meantime, instead of MORE training and the situation improving, our last administration wanted to save money by turning the jobs of drivers and matrons into a low wage, low skill job. So now I have found myself also advocating for those drivers and matrons who do perform well on their job. My son has been back on a school bus now for 3 years. During this time we have enjoyed the good cheer, professionalism, patience and understanding by experienced drivers and matrons.

Recently, the bankruptcy of Atlantic Express was a great cause of concern to me. But because my sons Atlantic Express route came with an EPP contract, the same team stayed with his bus route after the New Year, and it was just a different company that provided the bus. The EPP worked very well in this instance, providing us with a relatively smooth transition. (The team has changed since, and fortunately this was another successful transition.)

We were lucky, but many other families were not.

Disruptions in children's lives and their education are different from anything else. It is not like a business where one can play the other's bluff to negotiate a better deal. If a few weeks or months of learning are lost, our children lose and they can never get that time back. And the possibility of physical harm coming to a child because a bus team doesn't know how to handle dangerous situations that can easily arise when they are transporting children with various disabilities is great. In February we had an ice storm and while many parents kept their children home, I chose to send my son to school. I sent him because I knew that he would be safe on a bus with a driver who had 29 years experience driving children with special needs

I cannot stress enough that by no means is driving around children, and especially children with special needs, an easy, low wage job that requires only minimal skill. The only reason I have had the luck to work with drivers and matrons who do know how to handle my child correctly, is because of the many years of experience they have. So I urge this council to make sure these men and women continue working with rules like the EPP in place, and are not left at the mercy of private, for profit bus companies. In addition I urge our politicians to continue the process to increase training for the bus attendants.

Sincerely,

Carin van der Donk

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Busing by the Numbers

Number of NYC school children	1.1 million ⁱ
DOE Budget	\$24.8 billion ⁱⁱ
OPT Budget	\$1.3 billion ⁱⁱⁱ

(Please note that the State reimburses the DOE for 59.5% of its approved busing expenditures for EIS and special education pre-K busing and approximately 50% for K-12 busing, so for city expenditure purposes you can subtract those numbers^{iv})

Number of school children bused	160,000 ^v
Number of students transported with disabilities	65,133 ^{iv}
Number of total routes	7,700 ^v
Number of special education routes	4,600 ^{vi}
Number of drivers and escorts	14,000 ^v
% of budget for general education students	20% ⁱⁱⁱ
% of budget for special education students	63% ⁱⁱⁱ
% of budget for EIS and special education pre-K	11% ⁱⁱⁱ
Average cost per pupil using total # of pupils	\$1,033 ^{vii}

(Average spending in the rest of the state is \$1,141 per pupil^{iv})

Average cost per pupil using actual # of children	\$6,900 ^{vii}
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(this is an unusual way to express cost, and has never been done, except last year, when this was the dollar amount the Bloomberg administration gave out during the school bus strike)

Average cost per pupil with disabilities	\$16,000 ^{iv}
Average approximate salary of a bus driver	
with EPP provisions and three years experience :	\$42,000 (based on a 44 week year) ^{viii}
Average approximate yearly salary of a bus attendant	
with EPP provisions and three years experience :	\$23,000 (based on a 44 week year) ^{viii}

Busing by the Numbers

ⁱ <http://schools.nyc.gov/AboutUs/schools/default.htm>

ⁱⁱ <http://schools.nyc.gov/AboutUs/funding/overview/default.htm>

ⁱⁱⁱ Briefing Paper of the Human Services Division, Robert Newman, Legislative Director -oversight – School Bus Service in NYC, is DOE meeting the need. October 10, 2012

^{iv} Briefing Paper of the Human Services Division, Robert Newman, Legislative Director – Oversight: The Cost of Pupil Transportation in NYC – February 8, 2013

^v Testimony of the NYC DOE on Pupil Transportation, Kathleen Grimm, Deputy Chancellor, October 10, 2012

^{vi} Report “Doing Less with More” how school transportation is failing students and taxpayers. Office of Bill de Blasio. October 2011

^{vii} NYC Comptroller John C.Liu – testimony on “The Cost of Pupil transportation in NYC” NYC Council Education and Finance Committees Joint Oversight Hearing – Friday, February 8th, 2013

^{viii} The Council of the City of NY Office of Council Member Robert Jackson, Press Release, January 23rd, 2013

My name is Reina Martinez and I have been transporting children as a school bus driver for the past 28 years. 28 years ago, I started with a company, which did not belong to local 1181 and did not have the EPP. Another female and I applied for jobs as drivers and were hired the same day. I was given keys and a school van to drive.

I had absolutely no experience in the industry or knowledge as to what the procedures were to pick up and drop off children. The fact that we were hired on the spot was to us, a stroke of good luck. I soon realized that our situation was not unique. This company had a revolving door practice. Drivers specially, kept being hired and would soon afterwards quit or get fired. There was no job security, low wages and minimal medical benefits but the responsibility was enormous. I worked for them for close to 2 years and I also quit, when it became evident that not only was I putting myself in danger by driving some of the vehicles I had to drive but also most importantly I was putting children's lives in danger. There was no protection on the job. You had to do as told or be out of work.

Until this day, that company still operates in the same fashion.

Shortly after, I applied at Amboy (Atlantic Express) and was hired. They did have the EPP and I was to raise my family on a job, which I was proud of and in which rules and regulations were adhered to. My fellow co-workers and I felt that the job protection and benefits we received suited the responsibility of the job and well worth keeping.

I worked for them for 26 years until the past administration decided that my job was not worthy of any consideration. By taking away the EPP the doors have been thrown wide open for the contractors to make larger profits while those of us on the front lines, have to struggle to make ends meet. The revolving door has become the standard for our industry.

THE CONTRACTORS ARE NOW HIRING DRIVERS AND ESCORTS AT ALMOST THE SAME RATE OF PAY I STARTED WITH 26 YEARS AGO! Has the cost of living gone down in 26 years and no one has told us?

Our industry has gone through many changes. At this time, many of our drivers and escorts are minorities. Hard working minorities who pay taxes and have come to this country to better the lives of themselves and their families. Is this the reason our past administration targeted us? It is incomprehensible to us that we are now on the path to becoming one of the lowest income earners in this State. Does our job have such little value? Does our job's responsibility, requirements and skills equal to that of a Star Bucks worker who also earns \$14 per hour? **ABSOLUTELY NOT.**

How about the children? This is NY and the vast majority of children we transport, especially children with special needs are minorities. Are these children of minorities not entitled to the most experienced, best-trained drivers and escorts? Alternatively, is this a case in which this segment of our population does not have rights or the resources to ensure that these rights are not trampled upon? Most of these children do not have the options of having their choppers or nannies drive them to school. Their only option is to accept whatever the city feels they are entitled to. Is that fair? Would most parents put their special needs child in the hands of someone that is not capable of dealing with a child who has special needs? Of course not. Nor would they allow a driver to transport their child if that driver was not competent. It would be putting children at risk.

BLOOMBERG DID PUT ALL BUS-RIDING SCHOOL CHILDREN AT RISK TO TRY AND SAVE MONEY

While the EPP was in effect, the school bus drivers and escorts of ATU 1181 have been safely transporting the children of NYC for decades with a safety record that is second to NONE in the nation. This is due to a degree of professionalism that can only be acquired throughout many years of training, testing, knowledge and experience.

The members of 1181 were dedicated to children's care and safety because their chosen line of work was a Career. A career upon which their families' security and futures were built on. With so much at stake, **THEY WERE MOTIVATED TO PROVIDE YOUR CHILDREN WITH THE BEST, SAFEST MOST CONSCIENTIOUS AND PROFESSIONAL TRANSPORTATION POSSIBLE.**

Yet, our mayor and chancellor WERE willing to gamble your children's safety with part-time, low-paid, hastily trained, inexperienced people who have no vested interest in doing this job any more than any other job. Walcott and the mayor said safety was not an issue, but **IT MOST CERTAINLY IS!** This is not a job for people who have no reason to care! We believe **YOUR CHILDREN DESERVE BETTER THAN THAT!**

Thank you Reina Martinez- a school bus driver

As a former employee of Atlantic Express, I can tell you, with certainty, that the fact that our ex-Mayor went out of his way to destroy the EPP has impacted my co-workers and myself in a horrific manor.

Some of us were placed in non-union companies, which resulted in these companies not adhering to the EPP. One of the consequences of this was that we were blindsided by the lack of medical benefits. Some of my friends, who were to receive chemotherapy or had family members scheduled to have heart surgery, amongst other procedures, did not realize they were not covered until medical services were denied. After faithfully working for 20, 30 40 years we found ourselves helpless.

Other members were denied death benefits and always above our heads was the threat of being fired so companies could hire at lower rates. We had to endure sub-standard working conditions, which we believe was done to encourage experience workers to quit.

It has worked. More and more senior people who hoped to be able to retire when eligible to receive Social Security have thrown in the towel. Some company's abuse has become intolerable.

Please read THE CHIEF> On the front page is the story of one of us. One of our experienced drivers, formerly from Atlantic Express, refused to use a bus that he believed he should not drive. There is no doubt in my mind that a less experienced driver WOULD HAVE driven that bus. Unfortunately, he paid the consequences by being brutally beaten.

The knowledge we accumulate during years of experience is not limited to how to make a turn or how to navigate a 40 Ft bus in NYC. It also entails making sure the vehicles we drive are safe,

Thank you again for your time
Reina Martinez



The NYC School Bus Industry in the Aftermath of the Removal of Employee Protection Provisions from Contracts

Testimony Presented to the New York City Council
Civil Service and Labor Committee

By James A. Parrott, Ph.D., Deputy Director and Chief Economist
March 27, 2014

One of New York City's biggest challenges is providing a sufficient number of decent job opportunities to enable its citizens to provide for their families and offer hope of a better life for their children. Our city's pronounced income polarization is fundamentally rooted in the job market. Economic and labor market changes over the years have severely limited the availability of good jobs that provide reasonable pay, leave policies, and health and retirement benefits. These changes threaten the survival of New York as a middle class city. They are not dictated by technology, markets, competition or globalization. Rather, they are shaped by those forces but fundamentally, economic change like this is determined by a host of public and private policy choices.

In testimony before this Committee on February 27, I outlined some of the salient facts about low-wage workers in New York City and touched upon the need for the City of New York to use its contracting authority to better the wages and working conditions of lower-wage workers providing valuable city services. A significant share of the City's \$74 billion annual operating budget goes to purchase \$11 billion in services from a mix of for-profit and not-for-profit providers.

The City spends \$1.2 billion annually on contracts with for-profit companies to provide school bus transportation services. This is a vital City-funded service that involves transporting predominantly young New York City school children, including about one-third of whom have special needs. You will hear from parents this afternoon just how important and essential it is to have safe and reliable school bus transportation.

Unfortunately, the school bus sector is in chaos today. Many bus routes are changing hands and seasoned workers are being shown the door. A major bus company, Atlantic Bus, with a quarter of all bus routes, is bankrupt and out of business. Other companies scurried to take over Atlantic's routes in the middle of the school year. For now, since many of the companies that took over Atlantic's routes are still under the job security provision, they hired former Atlantic employees off of the seniority list.

However, this won't be the case going forward unless the job security provision is reinstated in all school bus contracts. As more routes come under new contracts without job security, a downward spiral will be set in motion. The livelihoods of long-time school bus workers will be pulled out from under them. The wages and benefits for the remaining workers will be subjected to unrelenting downward pressure as a disastrous race to the bottom has been set in motion. This is starting to

happen and will soon accelerate.

Many more bus routes will change hands in September as the City continues a re-bidding process. More companies will go out of business, and the displacement of the experienced workforce will intensify. Drivers and matrons with years of experience will be thrown out of work and will have a very difficult time finding another job that pays comparable wages. The race to the bottom will accelerate as this chaos continues.

Why is this chaos happening? There's a simple answer and yet, it is an incomprehensible answer.

The New York City school bus system is in chaos because the Bloomberg administration set out to destroy a job security system for modestly paid bus drivers and matrons that had been in place for 35 years. It is incomprehensible, though, because the resulting chaos and the eventual decimation of wage and benefit standards for this workforce was entirely predictable. Why would a Mayor of New York City and the Chancellor of the City's school system want to inflict that result on a stable, moderately-paid, unionized workforce that is heavily comprised of persons of color and 60 percent female? Why would a Mayor want to knowingly unsettle the delivery of an essential public service transporting 150,000 children every day? Good question.

The prior mayor's quest to end a job security provision, known as the Employee Protection Provision, precipitated a month-long strike by over 8,000 school bus drivers and matrons a little over a year ago. Under the EPP, the Department of Education is required to maintain a Master Seniority List of drivers, escorts, and mechanics. School bus companies that provide new routes or take over existing bus routes must hire from this list, in order of seniority, and maintain workers' wages and pensions.

The mayor said he wanted to remove the job security provision to save money. While the City spends well over a billion dollars on pupil transportation, the increased costs in recent years are mainly the result of the increased bus services required by the Department of Education, not rapidly rising wages or benefits received by union workers.

Special needs students account for about one-third of the 150,000 pupils bused each day, yet nearly three-quarters of the \$1.2 billion spent on school bus contracts is for the special education population. That means that the Department of Education spends about \$13,000 a year to provide bus transportation services, sometimes door-to-door, for each special needs student, more than four times what it spends on services for the general student ridership. The per student cost for general education busing is less than in Los Angeles or Chicago.¹ The New York Times reports that the number of special needs students being bused has grown rapidly, they require extra attendants, and that increasing numbers are driven to schools and programs outside of New York City.² Writing in the New York Daily News, Juan Gonzalez noted that nearly half of the general student population

¹ According to the Mayor's Preliminary FY 2015 Budget, \$827 million will be spent on special education bus contracts in FY 2015, and \$272 million will be spent on general education bus contracts. Articles in The New York Times indicated that the special education population accounted for about one-third of the 150,000 students who receive school bus service. Al Baker and Marc Santora, "At Strike's Root, Runaway Costs in Busing Pupils," *The New York Times*, January 16, 2013, and Frances Robles, "With Bus Strike, Fragile Students Face Hard Trips," *The New York Times*, January 18, 2013.

² The NYC Department of Education runs 186 bus routes daily to Westchester County, 25 buses to New Jersey, 16 to Rockland County, and several to Connecticut. Juan Gonzalez, "Mayor Bloomberg should stop blaming bus workers for the strike and look for creative solutions," *Daily News*, January 17, 2013.

that is bused attend private, parochial or charter schools. The number of bus routes for the general student population has grown along with charter schools since charter school pupils are twice as likely to require busing as regular public school students.³

The data are crystal clear: New York City pupil transportation costs rose because DOE is required to provide, and is choosing to provide, a much greater range of transportation services.

In striking, the Amalgamated Transit Union was not seeking to thwart competition among bus companies. Rather, the workers struck seeking to avert a race to the bottom in wages and working conditions. There are endless examples where a race to the bottom in labor practices is accompanied by deterioration in the quality of services, and in this case, that means the safety of school children. Everything we know about the economy indicates that low wages are no bargain. Workers are not like the goods on a shelf in a 99-cent store. As the New York State Constitution affirms in Article 1, “[The] labor of human beings is not a commodity nor an article of commerce and shall never be so considered or construed.”

Last spring, the Bloomberg administration re-bid the first batch of school bus contracts without the EPP for services that commenced in September 2013. The second batch of bus route contracts without the EPP was put out for bid and awarded toward the end of last year for services to begin this coming September. And the third and largest batch of bus route contracts is being re-bid right now, for bus services to start in September 2015.

The chaos in the school bus system and degradation of the workforce described earlier is the result of stripping out worker job security protections. ATU 1181 member school bus workers earn moderate wages, with employer-provided health insurance, and a pension plan. Bus drivers average about \$38,000 a year, and bus matrons (also known as escorts or attendants) average a little over \$20,000 annually.

When these workers lose the job security that had long stabilized the school bus system, hourly wages typically are at least one-third less than the union average (approximately \$15 an hour for drivers and \$10 an hour for matrons). Such workers would very likely not have employer-provided health insurance or an employer-provided pension. On an annual average basis, non-union school bus workers would receive from \$17,000 (matrons) to \$25,000 (drivers). What had been moderately-paying jobs affording workers a modest income, are increasingly becoming poverty- or near-poverty wage jobs.⁴

Unionized school bus jobs are very important to the city’s low-income communities of color. Eighty percent of the workers are people of color, with Haitians comprising 40 percent, Hispanics about 30 percent, and African Americans roughly 10 percent. Because women are about 40 percent of bus drivers and 95 percent of matrons, they hold approximately 60 percent of the unionized school bus

³ Juan Gonzalez, “Mayor Bloomberg should stop blaming bus workers for the strike and look for creative solutions,” *Daily News*, January 17, 2013.

⁴ According to the Self Sufficiency Standard for New York City, a four-person family comprised of two adults, a preschooler and a school-age child requires an income of \$66,000 to \$70,000 to provide for housing and basic necessities in the New York City boroughs outside of Manhattan without reliance on public or private subsidies. Such an income does not provide for any savings. (Diana M. Pearce, *The Self-Sufficiency Standard for New York City 2010*, Prepared for the Women’s Center for Education and Career Advancement, June 2010.) A family where both adults had unionized school bus jobs would have income that would put them at the self sufficiency level to live in New York City. For their non-union counterparts, it would take at least three full-time workers to reach the self sufficiency income level.

jobs. A little over 40 percent of ATU Local 1181 members living in the city reside in Brooklyn, 22 percent in Queens, 20 percent in the Bronx, 10 percent in Staten Island, and about six percent in Manhattan.⁵ Most school bus workers do not have a college education. Striking school bus workers all have employer-provided health insurance. If they did not have a union, chances are they would be uninsured (30 percent) or be covered by Medicaid (22 percent). Fewer than half (48 percent) of New York City workers with a high school education or less have employer-provided health insurance.⁶

The damage wrought by the Bloomberg administration in eliminating the EPP is reversible and should be reversed as quickly as possible. The City can re-write the RFP for the 3rd batch of school bus contracts. Also, the City has the right under the school bus contracts already in effect to terminate them for cause or with notice. It should re-instate the EPP into all school bus contracts and urge the reinstatement of the long-term drivers and matrons who have been displaced.

If the city fails to preserve the job security and union standards for school bus workers, who would benefit? Maybe a handful of bus companies, some of which are not even locally-owned, willing to compete in a race to the bottom by converting jobs with union pay, benefits and seniority protections into poverty wage jobs under which workers live hand-to-mouth with absolutely no economic security. But no one else in the city would come out ahead—not the workers, not school kids, not parents, not communities of color, not local businesses, not even taxpayers. The choice could not be clearer: New York's future as a middle class city depends on maintaining the job security, wages and benefits of school bus company workers.

Mayor de Blasio has made it clear that he is determined to do what he can to lift the wages of low-wage workers. Under his leadership, the City should set an example for the private sector in using its extensive contracting power to lift wages for tens of thousands of low-wage workers providing services under City contract, not just the school bus workers, but also the 200,000 workers in the non-profit sector providing human services under City contract. These workers overwhelmingly are persons of color living in the lowest-income neighborhoods across the city. Raising their wages and improving their opportunities for advancement will have a significant impact in boosting the economic vitality of poor neighborhoods, and in making a significant dent in the poverty and near-poverty conditions prevailing in many of those communities.

Failure to act quickly to end the chaos in the school bus system will only result in less economic security, less consumer spending power, less stable communities, and a weaker tax base. The City budget will be worse off, in both the short run and the long run. The promise of New York City will suffer. I hope the Council will work with the Mayor to restore the job security system that has well-served New York City school bus workers and our school children. The school system faces many pressing challenges. Providing safe and reliable student transportation does not need to be one of those challenges.

Thank you for the opportunity to testify today.

⁵ Data provided by the Amalgamated Transit Union.

⁶ Fiscal Policy Institute analysis of American Community Survey microdata, 2009-11.

TESTIMONY OF MICHAEL CORDIELLO, PRESIDENT,
AMALGAMATED TRANSIT UNION LOCAL 1181-1061

NEW YORK CITY COUNCIL

COMMITTEE ON CIVIL SERVICE & LABOR

MARCH 27, 2014

Good Afternoon Chairman Miller and Members of the Committee,

I thank you for holding this important hearing and for this opportunity to testify before you. My name is Michael Cordiello, and I am the President of Local 1181 of the Amalgamated Transit Union. Local 1181 is the second largest local union affiliated with the Amalgamated Transit Union, an international union whose president is New York City's own Larry Hanley. Before former Mayor Bloomberg began his radical ideological assault on the hard working dedicated experienced men and women who safely transported our city's schoolchildren for decades, as well as on this union, Local 1181 represented some 15,000 members in school transportation, some 9,000 of whom (some 75-80% of the industry) worked in the k-12 school bus industry, which also includes special education transportation. As a result of his actions, we have already lost 2,000 members (almost all of whom worked with our most vulnerable children, those with special needs), who have lost their jobs. Those workers made only modest wages and benefits, but that was evidently too much for Michael Bloomberg. And unless his radical actions, many of which were taken at the very end of his term in a flagrant attempt to bind the hands of his successor, are reversed, we will lose at least 2,500 more experienced dedicated drivers and matrons in June, and another 3-4,000 next June. If that happens, Local 1181 will have lost more than half its membership. And at that point, the stable, safe, efficient and cost-effective system in place for over 30 years, will have been demolished, replaced by new, inexperienced non-union

providers hiring new inexperienced drivers and matrons at poverty level wages, and with minimal to no benefits. And at that point, in this industry, the “tale of two cities” our Mayor so eloquently and passionately denounced in his successful campaign will have been achieved. We must not let that happen. Not on this Mayor’s watch.

We sit here today some fifteen months after Mayor Bloomberg first announced his decision to eliminate decades-old employee protection provisions (“EPPs”) from school bus contracts. As I think most of you know, the EPPs simply provided that workers in the school bus industry who lose their jobs through no fault of their own (i.e., when a company loses work, leaves the industry, or the DOE moves the work) are placed on a Master Seniority List (“MSL”) based on their tenure in the industry. When jobs become available, employees on that list (if there are any) are hired for that job in seniority order, and bring with them the wage and benefit contribution levels of their previous job. The EPP and MSL are union-neutral, that is, workers go on the MSL in seniority order regardless of whether they were members of Local 1181, another union, or no union, and take their wage and benefit level with them, whether union or non-union. If no one is on the MSL, employers can hire new employees from anywhere. This system, put in place when Local 1181, the City and the bus companies signed a settlement ending the last strike, in 1979, ensured labor peace and the creation of a safe, reliable, experienced work force, until Bloomberg decided to destabilize the industry via a union-busting assault on its workers in his last days in office. And he has left the new mayor to clean up his mess.

In December 2012, the City decided to bid a portion of its contracts with bus providers without the EPPs in them. I’d like to point out that the contracts the mayor selected for bidding were 1.) all companies with Local 1181 collective bargaining agreements (“CBAs”) and 2.) all special ed contracts, covering those children most in need of experienced caring drivers and

matrons. I think it is important to remember that the primary rationale that the Mayor asserted for not including the EPPs was that their inclusion would be illegal, pursuant to a 2011 decision of the New York State Court of Appeals. That claim, which was utterly false, was one repeated by the former Mayor and former Chancellor continuously; and it was one that Local 1181 contested—through legal opinion letters submitted to Corporation Counsel by the union’s attorneys (a copy of which is attached), through comments made in the press, and through testimony before this body. Unfortunately, the former Mayor and Chancellor remained resolute in their insistence on the illegality of the EPPs. That is until they were sued by current school bus contractors subject to EPPs in their existing contracts who sought the removal of these allegedly “illegal” provisions. It was only then that the former Mayor and Chancellor, represented by Corporation Counsel, changed their tune. In response to that lawsuit, the City’s legal papers, referring to the very same Court of Appeals decision cited by the former Mayor as the reason for eliminating EPPs, stated “that nowhere in the L&M decision did the Court of Appeals address whether, much less hold that, inclusion of EPPs in any school bus transportation contract is per se unlawful.”¹

Undeterred by the debunking, by their own attorneys, of their principal defense for taking the actions that triggered the strike, the former Mayor and Chancellor then claimed that the competitive bidding process would result in cost savings, which was a motivation for their decision to remove the EPPs. And just like that, the former Mayor pivoted, and cynically combined the bidding of contracts with the absence of EPPs, alleging without a shred of proof that such bids saved money. And he did so without the slightest inquiry from the press or the opinion elite who supposedly zealously—and objectively—protect the taxpayers’ interests. At a

¹Respondent DOE’s Memorandum of Law in Support of Answer, *Staten Island Bus, Inc. et al. v. New York City Dept. of Educ.*, Index No. 10030412013, April 5, 2013.

City Council hearing last year, Chancellor Walcott was asked point blank if the City had any proof that the EPPs cost money. He replied that the city had “lots” of studies on the subject. The Union submitted a FOIL request for such studies. The City’s only response: a 1994 study commissioned by the Giuliani administration that found that the EPP system worked well and recommended keeping it, which the Giuliani regime did.

It is certainly possible that competitive bidding can achieve cost savings (but even those claims must be subjected to at least minimal analysis, for example, looking at the cost of hiring such providers and workers AFTER work actually commenced to see whether any alleged savings by bringing in cheaper employers was lost over time by high turnover, bad performance, etc.); but competitive bidding can still be undertaken while also including the EPPs in the bids. Local 1181 has never opposed bidding, as long as the bids include the EPPs, without which there is no guarantee of stability, experience, or safety. We should remember that cost savings is not a goal in and of itself—especially when we are talking about the transportation of our school children. While the public bidding laws require that “all contracts for public work...be awarded...to the lowest responsible bidder,”² the public policy goal of the statute is to “obtain[] the **best work** at the lowest possible price.”³ Bloomberg only focused on getting the work done on the cheap, not on getting the best work. That approach may work for Walmart or McDonalds, but not for caring for our schoolchildren on the streets of this city. It can hardly be said that the Department of Education (“DOE”) is obtaining the “best work” by awarding contracts to companies that offer their employees subsistence level wages, with bare minimum healthcare

² NYS Gen. Mun. Law, §103(1).

³ *Matter of L&M Bus. Corp. v. New York City Dept. of Educ.*, 2011 NY Slip Op.05114 at 4 (emphasis added and internal citation omitted).

coverage (only because of the mandates of the Affordable Care Act) and no pension benefits, who do not have the prior experience of working in the industry.

As the title of today's oversight hearing implies, we are here to determine what effect the decision to eliminate EPPs has had on the school bus industry, its workers, the city's schoolchildren and their parents, and the taxpaying public. In a word, it's **devastation**. As most of you know, Local 1181 represents the largest share of the more than 10,000 drivers, matrons, and mechanics in the New York City school bus industry, who have been transporting our City's most precious cargo for more than 60 years. Just some two years ago, the ranks of Local 1181's membership numbered approximately 15,000. As I mentioned at the beginning of my remarks, we lost 2,000 members last June, since their companies were underbid by new largely non-union employers seeking to enter the industry, for work starting last September, and stand to lose more than 2,500 more this June (for work beginning next September) and 3-4,000 more next June (unless the bid that Bloomberg put out in his last days in office-for work not even beginning until September 2015- and for which responses are due in May is halted or rebid with the EPPs) all the experienced safe caring drivers and matrons we have represented for decades unless Bloomberg's actions are reversed. At that point, Local 1181 will have gone from representing 75-80% of the industry to 0% (although, of course, we expect to organize the new workers making poverty level wages and minimal benefits, who will no doubt seek to join a union, thereby increasing the likelihood of continued labor unrest). And mayor Bloomberg will have achieved his goal of wiping out all the gains bus drivers and matrons have achieved through decades of hard won agreements at the bargaining table.

Those nearly 9,000 people will have lost decent paying jobs. The average Local 1181-represented driver makes approximately \$38,000 per year, the average matron a bit more than

\$20,000 annually; and while those are hardly princely sums, it has allowed them to live in our great City; to raise their families here; to have sufficient healthcare coverage; and to have the peace of mind that upon retirement they would have the dignity of a modest pension. With the elimination of EPPs, instead, if those people are lucky enough to obtain jobs in the school bus industry at all, they will be earning considerably less money; they have lost the benefit of their employers' contribution to a pension plan; they have suffered a reduction the quality of their healthcare coverage; and they no longer have a hope of enjoying a respectable retirement after lifetime of service in the industry. And one might well ask why a non-union employer would hire workers who have seen the wages and benefits they achieved by virtue of union membership slashed and who would no doubt agitate for, and be most receptive to, having a union in their new workplace.

Throughout the decades in which the EPPs were included in school bus contracts, the rationale for their inclusion was to guarantee a safe, reliable, experienced, and professional workforce that would transport New York City's school children without interruption. For decades, the EPPs accomplished exactly that and also ensured labor peace in the industry. Since the removal of EPPs in our school bus contracts, the industry has seen an influx of new workers, desperate for work, making barely above poverty level wages who are entrusted twice daily with the safe transport of our school children.

As a result of the first school bus transportation contract that was bid out for work starting last September, the DOE, according to its "projected savings," expected to achieve \$100M in savings over five years. This number is based on a projected savings of \$20M in the first year, which it expects to recur each of the five years of the contract. Indeed, in its Departmental Estimate for Fiscal Year 2015 just released last month, the DOE continues this

fictitious savings in its funding summary.⁴ However, what cannot be seen from the DOE's Department Estimate is the total cost to the City—not just the DOE—of the elimination of the EPPs. Nor is there any showing that any money was saved by eliminating the EPPs. Last week, at the Preliminary Budget Hearing of the City Council's Committee on Education, my colleague and Local 1181 Political Director Jimmy Hedge delivered testimony—a copy of which is resubmitted for consideration by this Committee—that outlined some of those overlooked costs. Additionally, at the end of 2013, our international union, the Amalgamated Transit Union, commissioned a study by PBI Associates—a copy of which is also being submitted to the Committee for its consideration—to assess the full cost of the elimination of the EPPs from the school bus transportation contracts. I would like to briefly highlight some of those costs:

The decision to eliminate EPPs forced Local 1181 into a strike—which was anticipated by the former Mayor and which was also expected since this very same turn of events occurred in 1979, when attempts were made to eliminate EPPs from school bus contracts—the total cost of which is still unknown. According to the city's own incomplete response to the Union's FOIL request, the strike cost the City at over \$21 million, which does not include the cost of police overtime, the full cost of reimbursements to parents for alternative transportation, or the legal fees related to ensuing litigation.

As a result of the bid, the largest DOE school bus contractor—Atlantic Express—declared bankruptcy and ceased operations at the end of 2013, leaving the DOE without a provider to continue service at the beginning of 2014. Another large, experienced contractor—Hoyt Transportation—suffered a similar fate. The substitute contractors

⁴See, "The City of New York Fiscal Year 2015: Department Estimates," Office of Management and Budget, February 12, 2014, at p. 450.

contracted by the DOE to continue the work performed by Atlantic Express charged a 10% premium on the price of the portion of the contract that they assumed, for a total of approximately an additional \$26 million. In addition, the City has set aside an unspecified sum to reimburse employers taking former Atlantic Express workers off the MSL (since these companies are still working under contracts with the EPPs) for their portion of the tens of millions of dollars won by the union in two costly proceedings before the NLRB and in federal court last summer that found the bus companies, obviously encouraged by and following in Bloomberg's union busting tactics, had acted unlawfully in walking away from the bargaining table with the union and imposing draconian wage and benefit cuts (totaling some 10-15%) on the workers.

Since the City, as the NLRB has found, acts in many respects as a joint employer, along with the respective school bus contractors, of Local 1181 members, it is liable for any pension withdrawal liability arising from the withdrawal of any employer from participation in the Local 1181 pension fund. If the current planned bidding process continues unchanged, all Local 1181 contractors will be out of business—and will have withdrawn from the Local 1181 fund—by the end of the third bidding cycle. While the EPPs existed, the federal Pension Benefit Guarantee Corporation ("PBGC") issued an exemption from certain ERISA withdrawal liability rules that would otherwise be applicable to employers required to make contributions to the 1181 pension fund.

Pursuant to the EPPs, an employer taking a worker represented by Local 1181 continued to pay into the Local 1181 funds, so there would be continuity of contributions and hence no withdrawal liability. The benefit fund would remain stable. With no EPPs, there is no obligation for employers winning bids to pay benefit contributions. As a result, the

PBGC exemption is gone, withdrawal liability is now a real issue, the benefit funds sustainability are in jeopardy, and they will pursue actions against the employers and the city to collect that liability, which, if Bloomberg's policies are not reversed, could reach at least \$265 million. At the moment, Hoyt's withdrawal liability is some \$22 million and Atlantic's approximately \$87 million. The Local 1181 fund has commenced action to recover those funds from the employers and the city. These costs dwarf any minute savings Bloomberg ever even claimed (not that he ever proved any of them) from bidding these contracts and removing the EPPs.

Turnover costs related to new entrants to the industry making low wages, with no job security and no ability to make a career out of their jobs, are estimated to cost approximately \$35 million, \$49 million, and \$106 million in each 2013, 2014, and 2015 respectively. Studies in many industries (most not even involving such difficult work as transporting children, many with special needs, through New York City streets) have documented the costs associated with low wage high turnover workforces.

Workers displaced by the award of new contracts and loss of job protections guaranteed by the EPP will rely on social services, the cost of which is borne by other City and State agencies.

- Medical care for these displaced workers is estimated to cost approximately \$4.7 million in 2013, \$11.3 million in 2014, and \$25.3 million in 2015.
- Workers' compensation for these displaced workers is estimated to cost approximately \$6.7 million in 2013, \$16 million in 2014, and \$36 million in 2015.
- Food stamps for these displaced workers is estimated to cost \$3.1 million in 2013, \$7.5 million in 2014, and \$17 million in 2015.

- Unemployment benefits for these displaced workers is estimated to cost \$42.9 million in 2013, \$63.1 million in 2014, and \$136.7 million in 2015.

Ultimately, between the actual sums expended already (and continuing to rise) as result of the elimination of the EPPs and the sums that are projected to be expended during the course of the current bidding plans, the City will have spent far more than the DOE allegedly “saved.”

As last year’s strike moved into its fifth week, then Public Advocate de Blasio, along with other Democratic candidates for Mayor, signed a letter committing to Local 1181 (copy attached to my testimony) that, if elected, they would “take effective attraction to insure that the important job security, wages and benefits of your members are protected within the bidding process, while at the same time are fiscally responsible for taxpayers”. Given the foregoing, it seems clear that the only fiscally responsible thing to do—not to mention the most managerially sound and morally just—to stop the race to the bottom triggered by Bloomberg’s’ cynical, callous and irresponsible actions is to put a stop to the bids that have gone out, to reintroduce EPPs to all school bus transportation contracts, and to undertake a study of the school bus industry to determine how to achieve the best service for our City’s school children. Indeed, such action is simply a pragmatic, conservative, corrective approach to rebuild and stabilize a system blown up by the radical, ideological union-busting crusade engineered by the Bloomberg regime.

TESTIMONY OF JAMES HEDGE, EXECUTIVE BOARD MEMBER/DELEGATE AND
POLITICAL DIRECTOR,

AMALGAMATED TRANSIT UNIONLOCAL 1181-1061

PRELIMINARY BUDGET HEARING OF THE NEW YORK CITY COUNCIL

COMMITTEE ON EDUCATION

MARCH 20, 2014

Good Afternoon Chairman Dromm and Members of the Committee:

I thank you for this opportunity to submit testimony for your consideration as you begin your negotiations of the Fiscal Year 2015 budget of the City of New York. My name is James Hedge, and I am an Executive Board Member/Delegate and Political Director of Local 1181 of the Amalgamated Transit Union. Local 1181 represents school bus drivers, matrons, and mechanics who everyday provide safe, efficient transportation to about 160,000 New York City school children and have been doing so for over 60 years.

Because of the Bloomberg Administration's decision during the 2012-2013 school year to eliminate the decades-old employee protection provision ("EPP") in its contracts with the school bus contractors that employ Local 1181's members, that sixty-year history is under assault, and the entire school bus transportation industry has been destabilized. The havoc wreaked on New York City school children; their families; and school bus drivers, matrons, and mechanics all stem from the former administration's belief that working men and women do not deserve fair wages and benefits or job security. The membership of Local 1181—which numbered approximately 15,000 just some two years ago—has been devastated. Last June, 2,000 of those members lost their jobs; this coming June, unless there is some change to the plans that former Mayor Bloomberg set in motion, approximately another 2,800 will lose their jobs; and in June of 2015, approximately another 3,000 will lose their jobs. Remarkably, in less than two

years, this drastic change to the way the school bus transportation industry in New York City has been operated for more than half a century will have driven more than half of Local 1181's membership into the ranks of poverty. In advancing this myopic policy initiative, despite the mandate of competitive bidding laws that an agency achieve the best possible service for the lowest possible cost, the former Administration focused solely on the cost of school bus transportation services, while ignoring completely obtaining the quality of such service. Of course, the drivers, matrons, and mechanics in the industry have suffered because of that misplaced focus, but so too have their most precious cargo, who deserve a dependable, reliable, caring, and safe transportation workforce.

While the Bloomberg Administration offered several rationales for its elimination of employee protection provisions from school bus transportation contracts, none were genuine, and only one concerns today's hearing. In attempting to justify the removal of the EPP, the former Mayor and former Chancellor claimed that the competitive bidding process can and did achieve cost savings. That of course is a non sequitur. Although competitive bidding may result in cost savings, it does not follow that the cost savings were achieved only by removing the EPP. As Local 1181 has said time and time again, this argument fails to acknowledge that competitive bidding can still be undertaken while also including the EPP. In fact, this is the more responsible method of competitive bidding, since "savings" are not produced on the backs of working men and women desperate for a wage offered by their employers, but rather on efficiencies in the operations and administration of school bus contractors. When this very issue was raised by Council Member Cabrera at the June 4, 2013 joint meeting of the Committees on Finance and Education, then-Chancellor Walcott became indignant and refused to give a substantive answer. Despite claiming that a rationale for not including the EPP in the competitive bidding process was a desire for cost savings, when asked by Council Member Cabrera if cost savings could be

achieved while still maintaining the EPP, the Chancellor's response was, "We made the decision that we made, and we're sticking by that decision, and that's the process."¹ In response to subsequent freedom of information law requests from Local 1181 for any studies that it relied on in determining that the EPP resulted in increased cost, the Department of Education only provided a copy of a 1994 study completed by KPMG, which indisputably made no such conclusion, and in fact served as a basis for continuing the status quo in the industry during the Giuliani Administration.

The Department of Education during the Bloomberg Administration, according to its “projected savings,” expected to achieve \$100 million in savings over five years. This number is based on a projected savings of \$20 million in the first year, which it expects to recur each of the five years of the contract. What is the methodology that the Department of Education used to calculate this number? Your guess is as good as mine. When the Department of Education announced that it projected \$95 million in savings resulting from the school bus bids in the pre-kindergarten industry, then-New York City Comptroller John Liu, according to testimony submitted to this body on February 8, 2013, was “unable to verify this figure.”²

I sit before you today some fifteen months after the Bloomberg Administration announced its intention to eliminate the EPP from school bus transportation contracts. And yet there is nothing to indicate that any real cost savings have been achieved. What we have learned

¹ Response of Chancellor Walcott to questioning by Council Member Cabrera, joint meeting of the New York City Council Committees on Finance and Education, transcription of video recording of hearing at approximately 2:38:00, June 4, 2013,
<http://legistar.council.nyc.gov/Video.aspx?Mode=Auto&URL=aHR0cDovL2NvdW5jaWxueWMucGVnY2VudHJhY2Y2b20vZmxhc2gubWVkaWVfcGxheWVvYXZc5OGMuc3dmpP3NlcnZlcj1ueWMtcnRtcC5wZWdjaW50cmFsLmNybSZhY2NvdW50PWVndW5jaWxueWMmdmlkZW9GaWxlbmFtZT1OWUNDLVBWLUUNILUNoYTEzMDYwN0xMTQxNTQubXA0&Mode2=Video#Ua9X9cdzsxo.email>.

² NYC Comptroller John C. Liu, Testimony on “The Cost of Pupil Transportation in NYC,” New York City Council Education and Finance Committees Joint Oversight Hearing, February 8th, 2013.

though is that the “low bids” heralded by the previous administration were only low because labor costs consist of wages barely above the minimum wage, minimum healthcare coverage, and no pensions. To call the payment of subsistence level wages to the workforce that cares for some of our most vulnerable children “cost savings” deliberately ignores the external costs associated with such low level wage workforces.

It has been demonstrated in numerous studies of low-wage workforces, that when workers cannot earn a living wage to support their families, they are reliant on social services. The utilization of such social services is not cost-neutral to the City, even if they are off the Department of Education’s balance sheet. Food stamps, government-subsidized healthcare, government-subsidized housing all cost the City money. Such low level wages will not offer career opportunities for people in the industry, leading to high turnover. As new workers constantly join the industry to replace departing workers, the Department of Education or its school bus contractors will have to constantly retrain workers—a costly endeavor.

Then of course there are considerations of labor peace. With the inclusion of the EPP in school bus contracts for so many years, there was a stabilizing effect on the workforce. Turnover was low; job actions and strikes were non-existent. That labor peace, though, lasted only as long as the EPP was included in school bus contracts. Now, however, with the anticipated influx of new workers, it is very likely that the industry will be much more turbulent. As these new workers consider if they want to be represented by our union or other unions or no union at all, there will be organizing drives. Labor unrest may increase. Resulting strikes may very well occur. Service disruptions are certainly not without cost to the Department of Education. We know from the strike which my members were forced into last year, that it cost the City at least

\$21 million,³ not to mention the cost of police overtime; the cost of additional reimbursements to parents for alternative transportation during the strike; and legal fees related to ensuing litigation.

An additional cost that has been triggered by the removal of the EPP is the withdrawal liability that is owed to the various Local 1181 benefit funds. When companies that are signatories to collective bargaining agreements with Local 1181 go out of business, they withdraw from participation in the Local 1181 benefit funds. Because, under the terms of the EPP, the workers for whom contributions are made to the benefit funds continue to work even if their company goes out of business, and benefits continue to be paid by their new employer, the Pension Benefit Guaranty Corporation many years ago issued a waiver of withdrawal liability to the Local 1181 funds. When Mayor Bloomberg removed the EPP from the contracts with the employers, that waiver ceased, since new companies entering the industry can hire whoever they want from wherever they want and pay them whatever desperate people are willing to take, without any obligation to continue contributing to the benefit funds. Therefore, employers leaving the industry will be assessed withdrawal liability.

If the former mayor's strategy continues unchallenged, it is likely that by the end of the third bidding cycle, most if not all Local 1181 companies will be out of business. The funds' actuaries estimate that the withdrawal liability will approach \$265 million, if not more, for ongoing withdrawals of employers. That will destroy the funds' viability and ability to deliver the benefits employees have worked their entire lives, and given up wage increases, to achieve. Moreover, approximately 40% of that number is attributable to contributions made on behalf of matrons, which is paid by the City (referred to in the industry as a "pass through"). Therefore, the City may be liable for at the very least more than \$100 million in withdrawal liability, which

³ In response to an initial freedom of information law request submitted by Local 1181 soon after its strike inquiring as to the cost of the strike incurred by the City, the City responded that the cost at that point was \$21.27 million.

liability alone would completely eviscerate the supposed “projected savings” cited by former Mayor Bloomberg as a rationale for removing the EPP in the first place. Furthermore, while the City does not pay by pass through the other workers in the industry, under a joint employer theory of liability, the City may very well be liable for the entire amount of withdrawal liability. To date, two of Local 1181 signatory contractors have left the industry—Hoyt Transportation and Atlantic Express; the withdrawal liability for the contributions of those employers alone is already approaching \$109 million.

In addition to the benefit fund withdrawal liability, another cost that will be absorbed by the Department of Education due to companies going out of business, is the cost for substitute contractors. As we recently saw when Atlantic Express declared bankruptcy at the end of last year, and the Department of Education awarded contracts to substitute school bus contractors to continue transportation services for the latter half of the 2013-2014 school year, those substitute contractors charged the Department of Education a 10% premium to do the very same work that was performed by Atlantic Express before being forced into bankruptcy. The Department of Education has also agreed to indemnify these substitute contractors for potential back pay liability that will likely cost additional millions of dollars.

In conclusion, during just the past fifteen months following the removal of the EPP in various school bus contracts, the City has incurred costs that not only exceed the “projected savings” the prior administration forecasted would be achieved during that same time period, but exceeded the “projected savings” that it forecasted over a full five-year period. And there is no reason to believe that additional costs will not continue to accrue.

Thank you.

Democratic Candidates for Mayor 2013

February 14, 2013

Mr. Michael Cordiello
President
Local 1181 of the Amalgamated Transit Union
101-49 Woodhaven Boulevard
Ozone Park, NY 11416

Dear President Cordiello:

As the school bus strike enters its fifth week, we are increasingly concerned about the safety and well-being of our city's most vulnerable school children, the burdens placed on their families and the economic hardships borne by your members as they fight to protect their jobs and ensure the safest possible service for our children.

Clearly this is a strike nobody wanted. We understand that this dispute was brought on by the issuance of bus service bids without consideration of the importance of experienced, professional drivers and matrons retaining their jobs to providing the safest possible service.

Since the strike started, it has become increasingly clear that rising transportation costs are not the result of employee wages, benefits or job protections. And now, with the opening of the new bids even more questions have been raised as to whether the City, after putting our school children at risk, will experience any significant cost savings.

This city and our families depend on a well-trained, quality work force. And we continue to stand with you in your battle for job security and decent wages. At this time, however, with an intransigent administration unwilling to accept, as the union has, Judge Mollen's call for a suspension of the bids and the strike to pursue a negotiated resolution to the dispute, we call upon you and your members to return to their jobs and continue the battle in other ways.

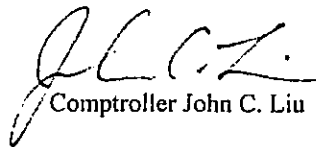
We know this is not an easy decision. But we pledge, if elected, to revisit the school bus transportation system and contracts and take effective action to insure that the important job security, wages and benefits of your members are protected within the bidding process, while at the same time are fiscally responsible for taxpayers.

Working together we are confident that a fair, lawful and expeditious process can be reestablished that meets our shared goals of safety, efficiency, and job security, with the best possible service provided by a highly qualified and properly compensated work force to safely transport the children of New York City.

Sincerely,



Public Advocate Bill de Blasio



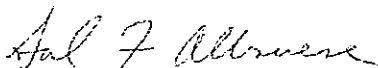
Comptroller John C. Liu



Speaker Christine Quinn
New York City Council



Fmr. Comptroller William C. Thompson



Fmr. Council Member Sal Albanese

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.

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RICHARD N. GILBERG
E-MAIL: RGILBERG@MSEK.COM

December 18, 2012

By E-mail, Facsimile, and Mail

Hon. Michael A. Cardozo
Corporation Counsel
City of New York
100 Church Street
New York, New York 10007-2601

Re: Bid Solicitations for School Bus Transportation Contracts

Dear Mr. Cardozo:

This office represents Local 1181-1061, Amalgamated Transit Union, AFL-CIO ("Local 1181"). We represented Local 1181 as the Intervenor and your office represented the Respondents in L&M Bus Corp. et al. v. New York City Department of Education et al., 17 N.Y.3d 149 (2011). As you may recall, the Court of Appeals in L&M Bus held unlawful "employee protection provisions" included in a New York City Department of Education Request For Bids for the performance of Pre-K and Early Intervention school bus transportation contracts.

Local 1181 is advised that your office has asserted that the Court of Appeals' decision in L&M Bus precludes the Department of Education from including "employee protection provisions" ("EPPs") in solicitations of bids for the performance of General and Special Education school bus transportation contracts. For the reasons stated below, that reading of the Court's decision is plainly incorrect. City officials relying on your office's assertion in any determination of whether it is lawful to include EPPs in solicitations of bids for General and Special Education contracts may well cause irreparable harm to all persons with an interest in the quality of the system for safely and efficiently transporting New York City school children to and from their schools.

The Court of Appeals' limited holding in L&M Bus is apparent from the first paragraph of its opinion: "We conclude that the 'Employee Protection Provisions' (EPPs) contained in the solicitation are subject to heightened scrutiny, and hold that DOE has not proven that the EPPs are designed to save the public money, encourage robust competition, of prevent favoritism."

Hon. Michael A. Cardozo
December 18, 2012
Page 2

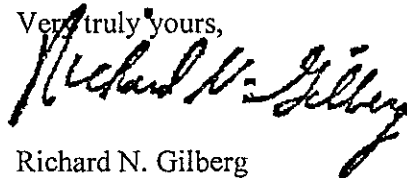
Emphasis supplied. Similarly, the Court concluded its discussion of the EPPs as follows: "Based on the foregoing, we find that DOE has not met its burden of demonstrating how EPPs reduce costs or prevent disruption of service."

Just as the Court of Appeals did not disapprove or bless all project labor agreements in New York State Chapter, Inc., Associated Gen. Contractors v. New York State Thruway Auth., 88 N.Y.2d 56 (1996), the Court of Appeals did not hold that including employee protection provisions in bid solicitations other than the one for only Pre-K and Early Intervention contracts in issue in L&M Bus (such as solicitations of bids for General and Special Education contracts) would be unlawful. Moreover, and of critical importance, the EPPs did not survive heightened scrutiny in L&M Bus because the Department of Education steadfastly refused to put evidence in the record before the courts to meet such scrutiny, including, for one example, a comprehensive study of the New York City school bus transportation industry commissioned by the City during the Giuliani administration that this office brought to the City's lawyers' attention during the litigation.

On a record DOE develops with evidence demonstrating how the EPPs reduce costs and prevent disruption of service, a court could, and should, well conclude that employee protection provisions included in a new bid solicitation, not only for General and Special Education work but even in a bid solicitation for Pre-K and EI work, are lawful.

Thank you for your attention to this letter. We would be happy to speak with you further regarding this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Richard N. Gilberg", written in a cursive style.

Richard N. Gilberg

cc: Local 1181-1061, ATU

PBI Associates
601 Van Ness Avenue #28
San Francisco, CA 94102
415-494-5495
pbiassociates@comcast.net

Memo

To: Larry Hanley, President, Amalgamated Transit Union
From: Peter Donohue, Consulting Economist, PBI Associates
Date: December 23, 2013
Re: Overlooked costs associated with EPP-less school bus service contracts

Background

After promising that the already-let contracts will save \$100 million over five years, Mayor Bloomberg proposes saving another \$210 million over five years beginning September 2014 – with no evidence how such savings can be realized, much less addressing how any purported savings might be offset, possibly entirely, by EPP-less contracts' cost for the City and others.

New Yorkers already know that other costs are substantial, i.e. the strike itself, strike-related litigation, City withdrawal liabilities, bus companies' bankruptcies, union benefit fund losses – and disruption of bus service for school kids and parents, especially those in special education.

EPP-less contracts assure that the City, particularly the Board of Education, will incur other costs by disrupting bus service, bus workers' employment and students' and parents' lives.

This memo estimates the overlooked costs that the Comptroller should weigh against any supposed 'savings' from EPP-less school bus service contracts that will leave the incoming mayor with (1) lost efficiencies from replacing the existing work force with inexperienced, less efficient workers, (2) escalating overhead costs with accelerated turnover in the work force and (3) the costs of supporting displaced workers shifted onto City and other government agencies.

Findings suggest that costs are substantial enough to cast into doubt whether EPP-less contracts for school bus service can result in any savings at all – and, in view of their demonstrated disastrous consequences for students, parents, bus workers, City & other governments and others, should be scrutinized by the Comptroller first.

(Per documentation in registering contracts, the City's Administrative Code directs agencies to provide "any other information requested by the Comptroller and agreed to by the CCPO" (City Administrative Code section 2.12(c)(ix).)

'Efficiency wage' considerations

Economists recognize that employers often provide 'above market' pay, benefits and working conditions to recruit and retain employees with 'above market' skills, knowledge, experience and, especially, mastery of the work's specific requirements. (http://en.wikipedia.org/wiki/Efficiency_wages)

Providing an 'efficiency wage' (including benefits and working conditions under its rubric) reduces indirect costs adversely affecting worker productivity: disruption of work, lost speed/quality associated with inexperienced staff, work hours lost while the job is vacant, work hours lost as new hires learn on the job, lost work hours spent orienting/training new hires, errors by overburdened, unskilled inexperienced staff and eroded customer or client loyalty.

'Efficiency wage' theory underscores that paying 'market' rates for labor incurs significant costs for employers and their customers. At 'market rates,' the ablest workers constantly look and leave for better paying work, leaving the least able and/or least experienced joining and leaving the employer's work force through a revolving door of turnover.

The Comptroller should scrutinize all costs and harmful consequences for the City and students, particularly its Special Education students, of proposed EPP-less contracts inevitably accelerating turnover and consequent loss of experienced bus workers to increase potential liability, small claims and insurance premiums for a work force with a larger share of inexperienced, less skilled workers.

Overhead costs with accelerating worker turnover

Accelerating turnover will increase companies' and the City's costs in separating and replacing New York's school bus workers. According to Bureau of National Affairs quarterly studies, annual labor turnover across industries and regions averages 12%. In non-business industries (education, non-profit, government,) annual labor turnover averages 15.6%.

Accelerating annual turnover among school bus workers, if it is at all like annual turnover reported by other industries averaging 12%, will increase costs substantially for bus companies and the City. A study covering 2002-2008 reports that, for all U.S. industries, annual labor turnover averaged 39.6%; in leisure & hospitality industries, for the same period, annual labor turnover averaged 74.6% (Wayne F. Cascio, *Costing Human Resources: The Financial Impact of Behavior in Organizations*, 3rd edition, Boston: PWS-Kent 1991, pp.19-57)

My own peer-reviewed investigation of annual labor turnover in higher education shows that among low-paid clerical employees (excluding temporary and student employees) at a world-famous public university, annual turnover was 26%. For the same positions, over seven years, first year attrition averaged 54% with over 70% of first year employees not staying for a second year. Only 12% of employees employed at the beginning of the seven-year period remained by its end and only 42% had been employed in the same classification two years or more. (Peter Donohue with Alec Miller, *Pennywise, Pound Foolish: Merit Pay's True Cost for the University of California*, Berkeley: Coalition of University Employees, May 2002.)

According to the Bureau of National Affairs which tracks labor turnover and its costs by industry and by region, separating and replacing an employee, depending on the industry, costs between 1.5 and 2.5 times the annual salary, depending on the position.

Turnover overhead costs include:

separation costs

- interviewer's & interviewee's time preparing & time required in exit interviews
- costs of administrative functions related to separation
- unemployment insurance tax rate increases
(higher separation rates lead to higher UI tax rates)

replacement costs

- recruitment costs
- cost of pre-employment administrative functions
- entrance interview (interviewer's time preparing before/during exit interviews)
- testing costs including materials
- staff meetings
- post-employment acquisition/dissemination of information
- training costs
- cost of informational literature
- cost of instruction in formal training programs, and,
- cost of instruction by employee assignment.

Assuming turnover cost among school bus workers at 1.75 of their average annual salary (weighing drivers' numbers & salaries and matrons/escorts' numbers & salaries equally,) the total annual turnover cost would be:

2013 (2000 displaced)	\$ 35,525,000
2014 (2,800 displaced)	\$ 49,735,000
2015 (6,000 displaced)	\$ 106,575,000

Even if bus companies, not the City, bear the bulk of EPP-less contracts' turnover overhead costs, excluding them from consideration in assessing Bloomberg's proposals would be a mistake. To the extent that the City must certify prospective workers' eligibility to be school bus drivers, matrons/escorts, accelerated turnover would be an additional overhead expense for the City. Bus companies responsible for separating and replacing bus workers would incur increasing overhead costs at the expense and/or quality of school bus service for students, with at least some of the overhead cost increases to be passed through to the City.

The Comptroller should determine how much separation and replacement costs would increase for bus companies and the City itself with accelerated turnover and loss of experienced school bus workers as result of EPP-less contracts in assessing whether EPP-less contracts' proposed 'savings' would result in any savings for the City without reduced bus service or its quality for students.

Costs shifted onto other City agencies, governments, employees & others

Much if not all the 'savings' promised by Bloomberg through EPP-less contracts will not come from cutting the cost of school bus service but from shifting its costs onto displaced bus workers, other City agencies, other governments, students, their parents and others.

A cursory review of costs shifted elsewhere from Education's budget suggests that the former even may exceed the undocumented 'savings' promised by the outgoing mayor in addition to jeopardizing the availability and especially the quality of service of school bus service.

Economist J.M. Clark pointed out almost a century ago that layoffs or wage reductions by an enterprise trying to 'save' on one of its unit's wage bill often came at the expense of other units, resulting in no net savings at all. (J.M. Clark, *Studies in Economics of Overhead Costs*, Chicago: University of Chicago, 1923, 14th printing, 1971)

A 2013 Fiscal Policy Institute study of employers misclassifying construction workers as contractors showed the costs shifted onto the City, other governments and workers. The FPI study shows significant costs for Medicaid or uncompensated emergency room care, workers compensation and other social benefits including food stamps would be borne by the City, State and others for workers misclassified as contractors by construction employers. (*The Economic and Fiscal Cost of Employer Fraud in the New York City Construction Industry*, New York: Fiscal Policy Institute, June 2013.)

Adapted for school bus workers, the FPI study provides a template for assessing costs of EPP-less contracts for school bus service to be shifted onto other City agencies, other governments and workers themselves as result of workers being displaced through layoffs and bankruptcies and, for those remaining in the industry, wages and benefits being reduced.

Assumptions:

Bloomberg's EPP-less bids/contracts have already displaced 2,000 bus workers during 2013 and are expected to displace another 8,800 over the next two years (2,800 in September 2014 and 6,000 in 2015,) resulting in a total of 10,800 school bus workers being or to be displaced.

School bus drivers' annual earnings average \$38,000 while matrons/escorts average \$20,000, reflecting that they, like construction workers, work less than a standard 2,080 hours per year.

Medical care: based on IRS estimates for the general population, 45% of displaced bus workers are assumed not to have other medical insurance, resulting in 1 in 4 resorting to Medicaid and another 1 in 5 relying on other sources of uncompensated medical care. Per displaced bus worker, the cost of medical care is \$2,347.08 annually that would be borne by others including other City agencies, the State, those displaced and others. Total cost per year, reflecting the number of bus workers displaced during that year, includes:

2013 (2000 displaced, 2000 cumulatively displaced)	\$ 4,694,168
2014 (2,800 displaced, 4,800 cumulatively displaced)	\$11,266,003
2015 (6,000 displaced, 10,800 cumulatively displaced)	<u>\$25,348,506</u>
total cost shifted for medical care	\$41,308,677

Workers compensation: The annual cost of workers compensation per displaced bus worker would be \$3,342.82:

2013 (2,000 displaced, 2,000 cumulatively displaced)	\$ 6,685,633
2014 (2,800 displaced, 4,800 cumulatively displaced)	\$16,045,519
2015 (6,000 displaced, 10,800 cumulatively displaced)	<u>\$ 36,102,41</u>
total cost shifted for workers compensation	\$ 58,833,570

Food stamps: The annual cost of food stamps per displaced worker would be \$1,569.50:

2013 (2,000 displaced, 2,000 cumulatively displaced)	\$ 3,139,000
2014 (2,800 displaced, 4,800 cumulatively displaced)	\$ 7,533,600
2015 (6,000 displaced, 10,800 cumulatively displaced)	<u>\$16,950,600</u>
total cost shifted for food stamps	\$27,623,200

Unemployment benefits: The annual cost of unemployment benefits per displaced worker would be \$21,060 (2013,) \$22,100 (2014,) and \$22,360 (2015)

2013 (2,000 displaced)	\$ 42,930,000
2014 (2,800 displaced, 4,800 cumulatively displaced)	\$ 63,070,000
2015 (6,000 displaced, 10,800 cumulatively displaced)	<u>\$136,740,000</u>
total cost shifted for unemployment benefits	\$242,740,000

Total costs shifted: Not including costs of those opting for permanent disability or other post-employment benefits, displacing 10,800 school bus workers through EPP-less contracts shifts significant costs onto other City agencies, governments and others:

2013 (2,000 displaced, 2,000 cumulatively displaced)	\$ 57,448,801
2014 (2,800 displaced, 4,800 cumulatively displaced)	\$ 97,915,122
2015 (6,000 displaced, 10,800 cumulatively displaced)	<u>\$215,141,525</u>
total cost shifted	\$370,505,448

Findings and Recommendation

For the contracts already let, the promised annual \$20-\$40 million 'savings' amount to 0.0008% to 0.0016% of the Board of Education's \$25 billion annual budget. The proposal for school bus service beginning September 2014 provides no analysis supporting \$42 million more of annual 'savings' through additional EPP-less contracts.

Neither of Bloomberg's proposals take into account predictable losses in bus service and its quality as experienced workers are displaced with inexperienced new hires and increasing bus worker turnover as they look and leave for better job security and pay – or increased liability and insurance premiums with a larger share of inexperienced workers.

While the value of lost efficiency and reduced quality of school bus services are beyond the scope of this study, they are among considerations, along with the risk of increased liabilities, small claims and insurance premiums, that the Comptroller should assess before deciding to register EPP-less contract bids proposed by Mayor Bloomberg.

EPP-less contracts, displacing experienced school bus workers with inexperienced new hires unfamiliar with the work, would require more training and supervision and, with increasing school bus worker turnover, would add \$35 million to \$106 million annually in separation and replacement overhead costs for bus companies and the City.

Rather than cutting school bus service costs, displacing 10,800 **experienced** school bus workers would shift between \$92 million and \$215 million in costs annually onto other City agencies, other governments, workers themselves and others.

Once accounting for overlooked turnover overhead cost and displaced workers' costs shifted onto other City agencies and other governments, the outgoing mayor's proposed EPP-less school bus service contracts don't result in any savings at all – and jeopardize the school bus service and its quality:

	2013	2014	2015	3-Year Total
Overhead Cost	\$35.53	\$49.74	\$106.58	\$191.84
Shifted Cost	\$57.45	\$97.92	\$215.14	\$370.51
Total Cost	\$92.97	\$147.65	\$321.72	\$562.34
EPP-less 'Savings'	\$40.00	\$82.00	\$82.00	\$204.00
Net Cost of 'Savings'	-\$52.97	-\$65.65	-\$239.72	-\$358.34

(in millions)

Re the proposed EPP-less bids, the Comptroller should direct the Board of Education's ACCO (and other affected agencies' ACCO's) to provide additional information needed by the Comptroller to incorporate into its price-cost analysis indirect costs affecting worker productivity (efficiency wage considerations,) labor turnover costs affecting level and quality of school bus service and social costs shifted to other City agencies, other governments, students & parents and school bus workers losing their jobs through lost contracts and bankruptcies to assess if EPP-less contracts will realize any 'savings' at all for the City.

From: Susan Heim [<mailto:heim.sd@gmail.com>]
Sent: Wednesday, March 26, 2014 5:22 PM
To: Carlin, Matthew
Subject: Testimony for City Council Hearing on March 27, 2014

To Whom it May Concern:

I would like to submit testimony regarding the school bus issues I've had with my son, Charlie Heim this year. He is a kindergarten student attending PS 138@30. He is a special needs student, this is a District 75 school.

Last fall he was initially assigned to school bus for ambulatory students despite his IEP stating he was non-ambulatory and needed a lift bus. I contacted OPT and it was fixed by the first day of school.

His new bus was scheduled to pick him up at 6:30 am. I would not put him on that bus because it was coming too early. His school begins at 9:00 am, breakfast begins at 8:10 am. For the first month of school I brought him to school using an MTA bus and walking several blocks. We would leave at 7:25 am and he was in school by 8:20 am. The ride home was no better, his school dismisses children at 2:30 pm, he was arriving at home between 4 and 5 pm. I called OPT and sent emails to Richie Scarpa. I asked the bus company and OPT personnel why it was taking so long and no one would tell me. I asked where the bus was going and I was told they weren't allowed to give me that information.

At the end of September, my son was assigned to a new bus that was picking him up at 6:45 am, but he was still not arriving at school until 8:20. The afternoon commute was no better, he was still arriving at home between 4 and 5 pm. I continued to call and email OPT officials. I also asked that he be moved to another bus coming to our neighborhood to pick up his classmate. This bus was coming at 7:25 and arriving at school at 8:05. In the afternoon it was arriving home at 3:15, just a few blocks from where we live.

I agreed to an interview with Melissa Russo from NBC 4, it was filmed at the end of September and aired the first week of October. The day they followed his bus and filmed him at school, where I was present, was the day the problem was finally fixed. What she discovered was his bus was going to another school, parking and sitting there for 30 minutes before taking him to his school. I was very angry when I found this out.

The bus was great from October until January. Unfortunately he was assigned to an Atlantic Express Bus. But Hoyt Transportation took over his route. The week of January 6th was a disaster. He was late to school every day, picked up at 8:30 on Monday, 9:30 on Tuesday, 9:45 on Wednesday, and 8:45 on Thursday. It was the coldest week of the winter and the heat was not working on the bus. It caused me to be 90 minutes late to a workshop I was required to attend for my job on January 8th. I continued to contact OPT and the bus company. Another parent also was in contact with them. By Friday of that week, they sent a brand new bus and things were okay for a little bit.

Since that time we've had 3 different drivers and 2 different matrons. The morning pick up has changed from 7:10 to 7:25 to 7:10. The afternoon drop off since mid-February has been late, close to 4:00 pm. When I asked the bus driver why, he stated that he is now going to two other schools. This was not happening before.

I recently found out that there is another child at his school who lives 2 blocks away but is on a different bus. Rather than going to other schools, they need to put the same kids for the same school on the same bus. It would avoid much of the delay. My son has limited time travel of not more than 60 minutes on his IEP, it's been there since March of 2013 when his IEP for this year was written. It is routinely violated by OPT.

This past Sunday, I started a petition through [Change.org](http://www.change.org) asking Mayor DeBlasio and Chancellor Farina to stop the practice of placing children with special needs on buses going to more than one school. This would help alleviate most of the violations for limited time travel. I believe the routes are not being configured properly to include children going to the same school and living in the same area being assigned to the same buses. There is no need for many of these buses to go to more than one school if they fixed the routing issues. I'm pasting a link to the petition below. In three days it has received over 350 signatures. Many parents have also left comments about dealing with the same issues. I also sent the text of the petition to Mayor DeBlasio through the form online to send letters to the Mayor's Office. I am planning to print out the petition, signatures, and comments later this week and mail them to both Mayor DeBlasio and Chancellor Farina.

<http://www.change.org/petitions/nyc-mayor-bill-deblasio-and-schools-chancellor-carmen-farina-stop-assigning-children-with-special-needs-to-school-buses-that-go-to-more-than-one-school>

The links below are to the NBC 4 Investigation done last fall.

http://www.nbcnewyork.com/investigations/I-Team_-Parents_-Students-Fighting-School-Bus-Headaches_New-York-226246991.html

<http://www.nbcnewyork.com/video/#!/on-air/as-seen-on/I-Team--DOE-Responds-to-Students-Being-Trapped-on-School-Buses/226398271>

Thank you,
Susan Heim



OFFICE OF PUPIL TRANSPORTATION
44-36 Vernon Boulevard
Long Island City, NY 11101

Student Bus Route Information / Información sobre la ruta del autobús del estudiante

February 21, 2014

Student / Estudiante

Student ID Number /
Número de identificación del estudiante

Pick up Address / Dirección de recogida del estudiante *

Special Busing Instructions*
Instrucciones especiales de transporte *

can walk and will be picked up at the curb Mini-Wagon (B)

Parent Telephone / Número telefónico de los padres

if this number is not correct contact / Si este número no es correcto comuníquese con 718-392-8855

School / la escuela *

02-312 NEW YORK CITY LAB JHS (02312)

Session time / Hora de la sesión

08:00am-02:30pm

*If this information is not correct, contact your school.

Some of these changes will require a new IEP.

* Si esta información no es correcta, comuníquese con la escuela.

Algunos de estos cambios requerirán un nuevo IEP.

The phone number for your school is:

El número telefónico de la escuela es:

(212)691-6119

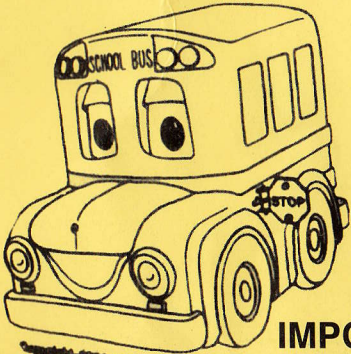
Bus Route Information	Morning Schedule Horario matutino	Afternoon Schedule Horario vespertino
Bus Company Compañía de autobus	ALL AMERICAN SCHOOL BUS CORP.	ALL AMERICAN SCHOOL BUS CORP.
Bus Company Telephone Número telefónico de la compañía de autobús	718-932-1500	718-932-1500
Route number Número de ruta	M213	M213
Bus type Tipo de autobús	MINI WAGON (MW)	MINI WAGON (MW)
Date Service Begins La fecha de servicio comienza	February 24, 2014	February 24, 2014
Time bus route begins La hora de la ruta del autobús comienza	06:45am	02:30pm
Number of students picked up before your child Cantidad de estudiantes recogidos antes que su hijo	8	2

Office of School Support Services
Office of Pupil Transportation
44-36 Vernon Boulevard 6th floor
Long Island City, NY 11101

FIRST CLASS



PITNEY BOWES
US POSTAGE
\$00.48⁰
FEB 25 2014
ZIP 10305
000171
21 3002935



**IMPORTANT SCHOOL BUS
INFORMATION INSIDE!**

10011\$ [redacted] C025



Greetings Committee Members, Staff, and other participants in today's hearing. We in Parents to Improve School Transportation thank you for recognizing that the voices of the stakeholders in work standards on the school bus must be heard. My name is Amy Herren and I am here to comment on how the trend towards drastically lower bids in this industry affects another important and completely innocent group of stakeholders: the riders.

P.I.S.T. has been in existence since the Fall of 2010 but has gotten more complaints this school year than any year prior. After the awarding of the non-EPP contracts last May, as company owners (who may or may not put profits before the needs of our children) became more reckless in cutting costs, parents experienced the following results:

1-Lack of reliable air conditioning during the summer of 2013--our written testimony includes a **letter to the Dept of Transportation** documenting children coming home red, sweaty and dehydrated. In fact, we went to a bus yard in Queens and took pictures of vehicles pulling in with the windows wide open to get some air. From the owners' point of view, why invest in repairs or upgrades if your future is uncertain...but what about the health and safety of those who are on those hot buses for several hours a day?

2-Rush hiring and training in the last weeks of August at the lowest paying companies, followed by rapid turnover. I called Jofaz and Philip companies in the summer to inquire about the job requirements; both of them completely downplayed the importance of experience. Another parent who is here today was an observer at Happy Child, which didn't even bother to issue uniforms so that children have a visual cue to who should pick them up.

3-Companies with EPP still intact apparently sought ways to cut corners so they could compete, all of which harmed and continue to harm untold numbers of children. We are sure that routes were merged / condensed in September and at each pick.

Our written testimony also includes a **sampling of complaints about long routes**.

This is one from mid-October from an agency:

“(My client’s) son is not using the yellow bus service at this point because it takes 2 hours (!) in the morning and 2 hours in the evening for him to reach his destination, please note that R has in place the medical alert (F)

...we are talking about a child who requires medical attention who **CANNOT BE ON THE BUS MORE THAN ONE HOUR**, is not that the parent doesn’t wants for her child to be on the bus, is that he cannot do it.

The parent has limited resources and cannot afford to pay every day for transportation not only for her son but for the nurse as well.”

4- If we are hearing from many well-informed active parent leaders that their children’s routes now include one school more than the route before—thus adding 30 minutes to each journey—what is happening to the most isolated and disenfranchised parents? You may have seen that a mom who started a petition against this practice on Sunday had already gathered over 330 signatures as of Tuesday.

5-Owners who close and open companies in an attempt to decrease the wages and benefits they’ll be required to pay out. The sellout of Atlantic Express led to numerous stories such as:

“The **New Dawn Transit** co. called a home last night confirming a route but never showed up in the morning. They did pick up the child for the pm route and gave him to his mother even though they had not met her before. The matron had DOE ID but **no uniform**.”

DOE may have worked hard on the court deal but it waited until the evening of Dec 17, after parent and union activists held a rally, to begin to tell the principals what was coming.

After the winter break, as buses in a neglected condition were moved from yard to yard, we heard of many cases like this one on January 8:

“This morning my bus driver called me at 7:07 to tell me that the bus company, Logan, had given his bus to someone else so he didn’t have a bus to drive and he was waiting for a replacement. My son is usually picked up at 7:20am.

At 7:18 I called Logan to inquire. They told me there was a delay and that the bus would be at my house soon. I asked if the bus driver was on the way and she said "yes". So I called my

bus driver back and he said he was still waiting and was not on the road.

I called the OPT and registered a complaint.

My son was not picked up until around 9:10 (1 hour and 50 minutes later than usual). My son's school starts at 8:45."

The next big sellout of (some of) Reliant's routes was noted for an almost total failure to inform parents, *as you can see from this envelope postmarked the day after the change took effect and received two days after that.*

A parent at a school on Roosevelt Island told us:

"When **Reliant changed over to All American several weeks ago, an estimated 10 buses left our children stranded without notification** to the parents/guardians or school...this is unsafe and a detriment to our children's health, negatively impacting on their quality of function. Subsequently due to multiple issues, the boys have missed school instruction time due to **multiple bus breakdowns**. I've had to resort to other means of getting them to school, paying for a cab to school multiple times and picking them up at school."

6- Other cases of poor communication around the shuffling of routes include this story from Jan 2 involving a non-EPP company:

"I received a call from OPT on Sunday stating that my daughter, formerly on an Atlantic/Hoyt route, would be on **Safe Coach**. She has been waiting since 7:20 am. The bus company phone is not answering/busy at [718.257-2444](tel:718.257-2444). OPT states THAT TODAY THEY WILL NOT CALL BUS COMPANIES! Lee ann at OPT told me that is the only number OPT has for this company, that she does not know who Safe's parent company is.

School told me to Call John Eric Arrinis - Queens Inspector. He is not in office, his voicemail is not set up, person who took message at OPT hung up on me when I asked for his name.

(later:) The bus arrived to pick up my daughter at 8:23am so she was late to school. Two kids had thrown up on the bus and my daughter, who gets motion sickness, had to sit and smell it because the matron does not clean it up.

The Queens Inspector did get in touch and **also could not reach the bus company.**"

7- From May until now we continue to meet drivers and matrons who love their work and would love to continue but have either been laid off or have given up and retired due to one displacement and mistreatment too many. In each case, children lose a skilled service provider and an ally in their quest for equal access to education.

To us, school busing is an educational necessity and a civil right that should be a public service. Parents are disgruntled when ideological or corporate objectives such as busting a union, or paying national banks that we've already bailed out, take precedence over providing our children with a stable and professional workforce to do busing well and safely!

New York City needs to put serious thought into standardizing busing quality and conditions by taking over the vehicles and yards, either by purchase or eminent domain. Perhaps this could fit under Capital Improvement spending. Wouldn't the city eventually recoup the funds by eliminating the profit factor?

Or is our leadership content to take a chance on a spike in accidents and civil rights violations that could cost not only money, but lives? Let the record show that three prominent law firms all want to work with PIST. Nine pages of findings by Civil Rights Attorney Norman Siegel are enclosed in our written testimony.

We wonder, why does DOE have highly paid employees tied up several times a year in bid meetings and negotiations with dozens of companies when they could be **fixing bad routes, or better yet, preventing them**? How about asking active or retired drivers how much *they* would charge the DOE to work on routing, inspections, and problem-solving, in consultation with parents and disabled self-advocates?

What a waste to have thousands of workers reapplying for their same job and getting fitted for a new uniform in a new company, only to have another rotation a few weeks later where they or others repeat this same process. Couldn't that time be better spent on **thorough training** to help the workers help our children?

Special education routes get the most attention but we must be aware that general education bus riders are also profoundly affected when the industry is downgrading rather than upgrading. Here is a quote from a mom to Deputy

Chancellor Grimm regarding a company that went out in June and then suddenly acquired new routes in January:

Today the bus did not show up. It was 9 degrees out, as you probably noticed.

Rainbow hung up on a parent who called from our stop. Then the company took its phone off the hook -- many other parents on the route were calling all morning and getting a busy signal. The fact that the city continues to spend our money on these worthless gangsters who have no regard for their workforce and have no interest in providing reliable service to children, even in freezing temperatures, is a scandal.

It's a new mayor and a new era. Maybe it's time to stop tolerating these clowns and raise the standards for city contractors? Better yet, maybe the city can get rid of the whole wasteful contracting system and hire the buses and drivers directly?"

This city must have drivers and matrons who are experienced, dedicated and empowered to speak out about risky situations. P.I.S.T. has made this position clear within our School Bus Bill of Rights campaign. This issue is so popular that we have been invited to speak to groups ranging from PTAs to Fulton Houses Tenant Association, District 75 Community Education Council, Fathers Forum New York, health clinics in the Bronx, Lower East Side Foster Parents Support Circle, Queens County Parents with Autism Coalition, to civil service workers' unions and the national Save our Schools Coalition.

Restoring Employee Protection Provisions would be a good first step toward proving that the city is serious about reversing the harm that has been done to busing, and winning the trust of our communities.

Thank you.

Appendix 1

Issue: Bus Company Refusal to Pay Midtown Tunnel Tolls

Parent name: A

Problem: Because students on this route were transported to and from two schools, and the because of the avoidance of the Midtown Tunnel toll, the bus was overcrowded and the length of the route increased travel time unreasonably. The children were picked up late in the morning, and arrived home too late to participate in after-school therapy. When the bus began to use the Midtown Tunnel, children nearest the tunnel were picked up first. The bus then travelled downtown to make its other pick-ups before returning to the Tunnel, leaving the children picked up nearest the tunnel on the bus much longer than necessary. Parent A recommended that the pick-up sequence be reversed.

Outcome: Parent A reports that the issue has been resolved. There are now fewer children on the bus, and the pick-up/drop-off sequence was reversed, allowing the child of parent A to arrive home at 3:30pm in time for therapy.

Parent name: B

Problem: Parent B's child was on bus route P-558 2 hours one way from Queens to Manhattan as a result of a detour to the Williamsburg Bridge to avoid the Midtown Tunnel toll. The change in route added 45 minutes to the child's trip.

Outcome: Parent B reports that with the issue of the Midtown Tunnel toll resolved, "kids were getting home at a decent time," and that due to the concerted involvement of the parents, coupled with our office's advocacy and liaison between parents and the OPT, the parents on this route felt that their voices had been heard and concerns met.

Parent name: C

Problem: As a result of the detour to the Williamsburg Bridge to avoid the Midtown Tunnel toll, travel time for Parent C's child was increased 45 minutes per day, with unacceptably late drop off times in the afternoon. Furthermore, upper and lower school children, at separate schools, shared the bus and a dismissal time, leading to delays of up to 30 minutes.

Outcome: OPT sent an inspector to the school to observe the problem, and since then the issue has been resolved.

Issue: Due to a change in Department of Transportation vehicle access regulations, OPT buses cannot use the Jackie Robinson Parkway

Parent name: D

Problem: From the beginning of the school year, the child of parent D had a bus ride that was insufferably long. OPT attempted to correct the issue by avoiding a stop at an upper school, but then more students were added to the route, further lengthening the ride. The bus was often late, and in more than one instance he/she missed the first class. He/she also arrived home at 4:45 pm, even when the bus left school promptly after dismissal time. The amount of children on the bus made the ride unruly, loud, and extremely taxing for the children.

Outcome: Although buses are still prohibited from using the Jackie Robinson Parkway, OPT reduced the number of students on the route to 5 and eliminated the stop at the upper school. Although the ride remains longer than it should be, it is faster and much improved.

Parent name: E

Problem: The travel time of E's child was increased by approximately 1 hour because the bus could not use the Jackie Robinson Parkway, and because there were a large number of children on the bus. In the afternoon, he/she was the 13th of 14 children dropped off.

Outcome: Parent E reports that the bus is now on time with a reasonable ride length.

Parent name: F

Problem: F's child attends the Summit School, using Logan bus #P552, which picked up students attending both the Upper and Lower schools. Because of long lines of buses and cars at school in the afternoon, pick up of the nine students on this bus was often delayed until 3:30, and F's child did not arrive home until 4:45 or 5 pm. The change of route from the Jackie Robinson Parkway added at least 1 hour to the commute.

Outcome: F reports that the bus (Logan P-552) has been rerouted so that only lower school kids are on board, and it doesn't have to make two separate school drop offs and pickups. Additionally, the number of kids on the bus was decreased from 12 to 5. F's child now gets to school early and is the first to be dropped off after school, arriving home around 4:00 pm. With regard to our efforts, F says "I am sure that without your help and attention they (OPT) would not have been so responsive to our concerns."

Issue: Buses habitually arrive late, fail to arrive, or travel is unacceptably long

Cause: Communication breakdowns among OPT, bus companies, and families with regard to eligibility, and school and bus assignments; frequent and unannounced changes in bus companies and drivers; and unrealistic design of routes resulting in delays due to their length

Parent name: G

Problem: Parent G's child attends the Star Academy and is assigned to bus route M 630. G reported continuing issues with late arrival at school in the morning as well as long travel times of up to two and half hours one-way. In late September the situation improved after many complaints to OPT, but on 9-30-13 travel time to school was nearly three hours one way, and G's child arrived there at 9:45. The same day, he/she was not picked up in the afternoon, and G learned that the driver had been fired. The child did not arrive home until 5pm. Parent G feels and we agree that a 5 year old must not be on a school bus 5 hours a day.

Outcome: Within a week of parent G contacting the head of the Brooklyn OPT, the child was put on a different route which takes no more than 90 minutes each way, and he/she is now being picked up at 7:30 am and dropped off at 3:30 pm.

Parent name: H

Problem: Parent H's child was consistently brought home late after being on bus route P558 from the Summit School between 1 hour 45 minutes and 2 hours 15 minutes.

Outcome: Parent H reports that issue was resolved after many calls and reports to OPT.

Parent name: I

Problem: Parent I reported that his/her autistic child was the 9th of 10 children picked up in the morning. The large number of children caused the child's travel time to fluctuate between 1-2 hours, although the school is only 5-10 minutes away by car.

Outcome: I reports that the bus pick up times have improved Monday through Wednesday. However, the school opens at a later time on Thursday and Friday, with the result that the children arrive early and must wait on the bus before they are allowed into school.

Parent name: J

Problem: J's child is a seven year old with Epilepsy, Cerebral Palsy, TBI, and sensory motor issues whose bus service since the start of the school year had been erratic. Parent J reported that the bus failed to arrive on the first day of school (9-9-2013). On subsequent mornings it came one and one half hours earlier than the regular pick up time of 8:30, interrupting the child's speech therapy. Although their home is only a 10 minute drive from school, the child was kept on the bus for 95 minutes. In addition, on one occasion the bus returned home without the child, and instead attempted to drop off a different child- the bus matron mistakenly insisted to the doorman that this unknown child was J's. As a result, J began taking the child to school.

Outcome: Parent J reports that the bus is now regularly on time.

Parent name: K

Problem: Parent K's child, who has a high risk of seizures, was frequently on the bus far longer than reasonable for his/her well-being. K has filed many complaints for medical alert violations. The route was adjusted, but travel times that exceeded the 60 minute limit still posed a serious medical threat to the child.

Outcome: K reports that the issue has been resolved and the child's travel time is technically compliant.

Parent name: L

Problem: L's child is five and suffers from autism. Although L submitted all the required forms, the child's maximum travel time of 45 minutes was not on his/her IEP. In addition, the bus was sometimes 35 minutes late in the morning, and 45 minutes in the afternoon. A new bus was assigned, but it was almost an hour late due to a malfunction and added pickups. Parent L noticed that many children were not properly buckled into their seats, and was also concerned that the child had three drivers and four buses within the first week of school.

Outcome: On September 30, 2013 Mr. Scarpa at OPT informed parent L that a new bus would be assigned to the child's route, and the travel time is now IEP compliant.

Parent name: M

Problem: Parent M related an alarming account of improper conduct and operation on his/her child's bus. This included lateness; un-cooperativeness by the matron; violations of safety procedures; absence of a dispatch radio on the bus; no air conditioning; unlawful driving by the operator including speeding, running red lights and stop signs, and other serious moving violations; and a mechanical breakdown en route. The school is more than 15 miles from M's home and travel time exceeded the child's mandated limit, causing him/her to arrive at home soaked in urine. To avoid these problems and their impact on the child, parent M was compelled to take him/her to school.

Outcome: Parent M has confirmed that his/her child has been assigned to a new route, Q949, and is picked up at 7am and arrives home at 3:35 pm.

Parent name: N

Problem: At the start of the 2013 school year parent N's child was mistakenly assigned to a general education bus despite the fact that he/she had previously always had a bus with a matron. More than a week passed before he/she received the correct bus service, causing the child to miss a significant amount of school. When the correct bus service was finally assigned on 9-16-2013, parent N was told to have the child ready at 7:15; but the bus actually arrived each day at

8:15, when he/she was supposed to be in class. This was apparently because the OPT bus route covers almost the entire breadth of Queens, from the child's home in Bayside across to Jamaica. In effect, he/she was scheduled by OPT to be significantly late to class every day, disrupting his/her dependence on routine, causing him/her to miss State-mandated occupational therapy, and generally impairing his/her progress.

Outcome: Parent N reports that the child has been assigned a new route that arrives in the morning at a reasonable time, gets to school on time, and home again early enough for him/her to have therapy.

Parent name: O

Impact: Parent O reported multiple, continuing problems with bus service on route P557. The bus was 2 hours late in the morning, and O's child did not arrive at school until 11 am. On 9-12-13 the bus was more than 1 hour late, and did not arrive at school until 10 am. Both incidents are characterized by a well-documented log of communication breakdowns between the bus company and OPT. O's child, however, was prompt about calling home when he/she finally arrived at school, and also on 9-11-13 to report that he/she was being bullied by two upper school students on the bus, and that the matron was "unhelpful." When parent O reported this incident to the social worker at the Summit school, one of the two older students was removed from the route.

Outcome: Since a route change on 9-27-13 the bus has been consistently on time and the bullying has reportedly ceased. Parent O commends the Amboy Company and the current driver/matron who have been extremely reliable, prompt, and communicative.

Issue: Overcrowding on Buses

Parent name: P

Problem: Parent P's child experienced severe and dangerous overcrowding in which twenty-four children were assigned to a bus with only twelve seats. The situation was exacerbated because of a wide age and size range among the children. In at least one instance, half of the children were not picked up because there were no seats available; in another the bus was so crowded that the matron had to seat adult-size, autistic children with behavioral issues side by side. After parent P noticed that some children could not be buckled safely in their seats, he/she filed a complaint with OPT, but the problems was not corrected.

Outcome: After many calls to OPT and a television news report on NY1, parent P's concerns have been adequately addressed.

Parent name: Q

Problem: Parent Q's child suffers from autism, is in the 11th grade at Cooke Center Academy (CCA), and is on bus route M335. At the start of the school year, he/she was assigned to a mini-bus over-crowded with 17 children. Not only was this too many for even one experienced matron to properly attend, but the large number of students caused the bus to reach CCA 45 minutes late every day, resulting in the loss of two periods of instruction. In addition, the habitual lateness of the bus disrupted each of the classes in which the students were enrolled, unfairly highlighting them in the eyes of other students, and impairing their ability to learn and to keep up. Parent Q pointed out to OPT that in order for 17 students to arrive at school on time, the first child would have board to the bus at 5:30 am and ride for a minimum of 2 hours, 15 minutes.

Outcome: Due to the efforts of Parent Q, Earline Williams at OPT, a television report on Channel 4, and our office, parent Q's child was transferred to bus route M479. This has reduced the commute in each direction by thirty minutes, well within the one hour maximum that the parents and the child's doctor feel is appropriate. Parent Q was grateful that OPT sent a badge-wearing inspector to wait with him/her and the child on the first two days of the new route.

Parent name: R

Problem: To ride the M380 bus to the Gillen Brewer School, R's child was being picked up as early as 6:45 because the route included 14 other children in Brooklyn and on the Upper West and Upper East sides of Manhattan. All had to arrive for the 8:30 start of school, but because of the number of stops and an overcrowded bus, the children were frequently late to class.

Outcome: Parent R has informed our office that busing issues are resolved. R received a call on October 3, 2013 from Richie Scarpa at OPT to discuss shortening the child's bus route; the bus had been picking up children in Bedford Stuyvesant, then coming to the Upper West Side, before finally dropping the children at schools on the Upper East Side. Even after the route was shortened, it sometimes arrived as late as 8:20 am for an 8:30 am start time at school. Now the bus picks up R's child at approximately 7:35 am and he/she arrives on time at school.

Parent name: S

Problem: Parent S's child attends PS 182, and the bus was habitually late because route P552 had too many stops. In addition, S's log of daily calls to Pioneer bus service revealed a pattern of poor communication between Pioneer and OPT. On 9-9-13 the bus failed to arrive at home or school. It was the school- not OPT or the bus company- that notified S that his/her child was still waiting for the bus more than 1 hour after dismissal. In this and other instances the parents had to pick up the child. During that period, travel time was also increased by approximately 1 hour due to the Robinson Parkway travel restriction, and because parent S's child was the 13th out of 14 children to be dropped off in the afternoon by bus P552.

Outcome: Although buses are still not allowed to travel on the Jackie Robinson Parkway, route adjustments have made the ride length reasonable and parent S's child arrives at home and school on time.

Parent name: T

Problem: Parent T's child was assigned to a bus on route P565 that was overcrowded with 11 students. Pick up was at 7am, and because the bus arrived at school early all the children had to wait on the bus until 8:45am. In the afternoon, although school dismissal was at 3pm, T's child did not arrive home until 5pm- a two hour ride every afternoon that exceeded the recommended travel time because of overcrowding. In addition, the length of this route was affected by the Midtown Tunnel toll issue.

Outcome: Parent T was informed that the bus company would start the route at 7:15am, enabling the child to arrive at school on time and within the recommended travel limit.

Issue: IEP-required bus air conditioning or other services not provided or inadequate

Cause: Absence or malfunction of air conditioning, and/or overcrowded conditions; poor record keeping by OPT; failure of OPT to act expeditiously to correct problems when a bus service fails to meet IEP requirements

Parent name: U

Problem: Parent U's child is 6, attends the ASD Horizon Program at PS 307K, and was assigned to bus route K534 with Reliant Transportation. The child's IEP called for Limited Travel, air conditioning, and Mini Wagon, but these mandates were violated regularly. Morning travel times were typically 2 hours, causing the child to miss one and a half class sessions; afternoon drop-off times varied widely. After filing numerous complaints, documenting these and other issues, and contacting OPT but to no avail, parent U resorted to having the child driven to school in order to provide a stress-free start to the day.

Outcome: Parent U reports that after many phone calls and emails to OPT and with the efforts of Parents to Improve School Transportation (PIST), her issues were resolved and the bus now arrives at a regular and appropriate time.

Parent name: V

Problem: Since July, 2013 parent V had extensively documented the failure of OPT to provide V's child and other children at Manhattan Children's Center with an air conditioned bus as required by the IEP, as well as the fact that travel times in excess of 1½ hours with no air conditioning were physically harmful to the child and to his/her capacity to learn.

Parent V reported that, in addition to the failure to provide a bus with air conditioning, the bus matrons responsible for the child's care exhibited a disturbing lack of sensitivity and training. For example, on the first day of travel the bus matron did not greet the child, saying only "I will take care of him/her."

Parent V's child requires assistance to be properly seated, but when V checked to be sure that the child was properly positioned, V found that the seat belt was not correctly fastened; it had about 15 inches of slack, and the child's legs had not been moved into their correct position for safe travel. Parent V observed that this hardly described "taking care" of the child. Although the matron complied with V's request to seat the child properly, Parent V the impression of someone not adequately trained and experienced, and who did not care for the work she was doing. By contrast, parent V noted that the bus driver and matron of Careful Bus, which had transported the child in previous years, were "amazing." They were professional, caring and warm, and provided V with valuable and reassuring feed-back about the child's daily condition.

Parent V's effort to remedy this year's problems by contacting the bus company, OPT, and members of the Committee on Special Education 10 Review Team, demonstrate that during the first weeks of school even a well-informed, articulate, and persistent parent will have difficulty resolving urgent concerns about the proper care of a child or ensuring he/she receives the care mandated by their IEP.

Outcome: Parent V reports that all issues have been resolved due to her efforts and those of our office and Ms. Suzanne Peters of PIST.

Issue: Bus service fails to meet the needs of children with a variety of acute ailments

Parent name: W

Problem: Parent W's child is afflicted with Down syndrome and Cerebral Palsy, is in a wheelchair, and cannot communicate, but attends kindergarten at PS 138 in Manhattan. Travel time is limited to one hour, but parent W reported rides of 2 and 3 hours each afternoon on a crowded bus. What made this situation particularly disturbing was that W had repeatedly informed OPT that another wheelchair-bound student in the same class was a neighbor, and had a far more tolerable schedule: this child was picked up later in the morning, brought home earlier, and typically spent only 45 minutes on the bus. Parent W could not fathom why OPT was unable to rearrange the schedule in order for both children to share a bus that stopped by their home, had only three other children aboard, and went to the same school- thereby shortening the trip and easing the considerable challenges of travel.

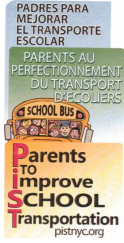
Outcome: Parent W's bus issues were resolved as of September 30, 2013.

Parent name: X

Problem: X's child is 15 years old, is diagnosed with Asperger's Syndrome, and attends the Summit School. In September, the child's bus service provider was misidentified by OPT. In addition, the child was not dropped off until 5:30 pm, and after spending long, stressful hours on the bus every afternoon was extremely anxious upon arriving home and could not sleep.

Although the child loved school, he/she no longer wanted to attend because the bus ride was so traumatizing.

Outcome: Parent X reports that the child's busing problems have been resolved as a result of the complaints and request for changes made to OPT.



December 12, 2013

Mayor-elect Bill DeBlasio:

On behalf of New York City families whose children depend on safe, reliable school transportation, we would like to share with the new administrators of our city our collective determination to achieve:

- (a) Policies and practices that respect the civil rights of pre-school and school age students with disabilities and toddlers receiving early intervention (EI) services, whose specialized transportation is an aspect of their Individualized Education Programs (IEP). You have seen the recommendations of Attorney Norman Siegel (attached) in response to complaints of violations. Organizations of parents, disabled self-advocates, unions of school bus drivers and attendants, Early Intervention therapists and other educators are well equipped to advise on implementing these suggestions or variations on them;
- (b) A commitment that the approximately 1500 routes being abandoned by the owners of Atlantic Express sometime between now and January continue to function, with the current experienced workforce, at least through June. We must prevent any potential disruption of school attendance for tens of thousands of NYC schoolchildren this winter—even if the DOE budget has to be tapped to sustain fair wages and Employment Protection Provisions. Our community cannot tolerate a repeat of the virtually useless contingency plan your predecessors invoked with the 2013 school bus strike;
- (c) A hearing and/or confidential surveys to gather data about the quality of training and conditions at school bus companies, including those who were collectively awarded some 1100 special education routes in February 2013 and had to hire inexperienced people. We need to hear from those who work or attempted to work at those companies, as well as from families of riders, and school staff, well in advance of the next round of bid proposals;
- (d) A commitment to reinstate EPP. We find it disturbing that the experienced multicultural school bus workforce--60% women who have achieved some financial empowerment over many years--are pushed towards poverty as the systematic dismantling of seniority hiring proceeds.

You have the legal power to withdraw awarded routes without EPP for Summer 2014 and Fall 2014 and start over with 'Request for Proposal' with EPP intact; likewise for the 4000 routes for Fall 2015 that are up for bid next. Recent experience and common sense tell us that devaluing the school bus professionals who enable our children's educational access will increase turnover, attrition, burnout, and risk of accidents and incidents.

We look forward to progress on all these fronts; we are available to meet as needed.

Signed, (List in formation; Organizations with * listed for identification purposes)

Parents to Improve School Transportation, pistnyc@gmail.com

(for Bronx PIST: Milagros Cancel, Rosa Maria de la Torre;
for Harlem PIST: Journelle Clark, Amy Herren;
for Manhattan PIST: Sara Catalinotto, Johnnie Stevens;
for Queens PIST: Sharlene Figueroa, Susan Valdes-Dapena;
for PIST Youth: Kwame Stevens)

Carin van der Donk, school bus parent

Suzanne Peters, Board of Directors, Resources for Children with Special Needs*

Comite Timón de Madres de Educación Especial, Rosa Lydia Velez class action chapter, Bronx

Ms. Nicole Job, President, Community Education Council 17

Tiffany Caldwell ASD HORIZON PROGRAM* parent

Valerie Williams, 2nd Vice President, District 75 Council*

Norman Siegel, Civil Rights Attorney

Sandra Sanchez-Rolón, Military Women In Power, Ltd.

Sabretta Alford, school bus parent, Queens

Julia D'Amico, school bus parent

Beth Torin, school bus parent

Madeline Sinor, school bus parent

Loren Lockwood, school bus parent

Fatima Prioleau, school bus parent

Belinda Andrea, school bus parent, SLT member

Anita Parker, CEO, Treat Me Right, Inc.

Larry Littman, Chelsea Coalition on Housing

Cheryl Freeman, 10 Stanton Street Tenant Association, Manhattan

Deborah Scott, 10 Stanton Street Tenant Association, Manhattan

Susan E. Davis, United Auto Workers Local 1981*

CC: Public Advocate-elect Letitia James

Comptroller-elect Scott Stringer

Bronx Borough President Ruben Diaz, Jr.

Brooklyn Borough President-elect Eric Adams

Manhattan Borough President-elect Gale Brewer

Queens Borough President-elect Melinda Katz

Staten Island Borough President-elect James Oddo

Councilmember Corey Johnson



Parents to Improve School Transportation (PIST NYC)
147 West 24th St. #2 New York, NY 10011 (pistnyc@gmail.com)

July 24, 2013

NYS Department of Transportation
Department of Buses and Bus Safety, Bus Inspections and Regulations
50 Wolf Road
Albany NY 12232

Greetings:

We are parents of students with disabilities who depend on busing all year long for access to an appropriate public education. All of us have experienced problems with busing as it is run by the NYC Department of Education's Office of Pupil Transportation (OPT).

This summer, the condition of the vehicles and routes assigned to transport each of our children has been unacceptable and unsafe. We are noticing a pattern with certain companies, with different names but a common address, almost all of which recently got a two-year contract extension in the midst of much talk about "competitive bidding". For example:

On Lorinda SQ320, there has been: lateness on limited time travel runs, no A/C with the windows up and the bus drivers' window open; child coming home soaked and needing to be placed on asthma machine; matrons and drivers who fail to communicate politely, boarding child on the traffic side of the bus across the street from the home instead of door to door transportation; driver blowing horn; sign in window changed to Logan; failure to pre-trip buses before leaving the yard; inspectors who close cases without first following up with parents and caregivers.

A child who now rides on Little Richie in Brooklyn had to be transported at the family's expense for two days because OPT did not provide a bus. Four inaccurate route notices arrived in the mail; finally the Little Richie bus showed up with no A/C, in violation of child's accommodation. OPT told parent that her child was not coded for A/C; however, the transportation accommodations forms were submitted together with prescriptions for all the other related services which appear on the current IEP.

Lorinda SM032 arrived without dual A/C during the hottest week of the summer despite child being subject to seizures. Upon calling OPT, parent was told there is no law requiring air conditioned school buses*. On July 24, the bus was late, broke down as it was pulling up, and was hotter than the outside air. Because of this the child could not ride to school; and the parent missed work.

On Little Richie SQ337: complaint for insufficient air conditioning was filed on Tuesday, 7/16. An inspector was not sent out until Friday, 7/19. After OPT borough representative Frank Jackson told this parent that the bus for that route now had dual A/C, the rider and bus paraprofessional still arrived dehydrated and lethargic from the afternoon ride.

Logan SM598 bus was so hot that it stalled on the way up to the curb on the afternoon of July 18; child came off the bus with her face so red that a neighbor in the building asked whether Mom had been using face paint or makeup on her. The next morning the bus was still not cool enough, Mom had to make other arrangements.

One parent whose child travels out of borough from the Bronx to Brooklyn to attend school has complained on several occasions of buses that have transported her child without dual AC. Sometimes buses transported her son with no AC in near 100 degree weather. The results: Her son has come home on several locations in a lethargic state and with his back soaking wet with sweat. The bus company in question is Lorinda ENT. LTD. Numerous complaints have been made and solutions by OPT are temporary. It has gotten so bad that everyday this summer the school social worker has to write down the numbers on the outside of the bus. Then she has to call OPT to request a replacement bus for the evening commute, if the bus has no AC. These conditions are a violation of the transportation conditions stipulated on her child's IEP.

Our taxes fund school transportation, which is a right under IDEA, 504 and ADA. We renew the paperwork every year for medical accommodations for busing and yet these are not being provided properly. In addition, *New York City Administrative Code Title 19 Chapter 6 Section 19-605 states that "Any bus or other motor vehicle transporting a child with a disability to and from a school in the city pursuant to any agreement or contract shall be air-conditioned when the ambient outside temperature exceeds seventy degrees Fahrenheit." (see <http://codes.lp.findlaw.com/nycode/ADC/19/6/19-605>).

Experience has taught us not to depend on the local school system or inspectors to do right by our children. Out of our seven cases, only one ended up with a consistently climate controlled bus. We would appreciate it if you would inform OPT and the owner of these companies that they are being monitored by higher authorities. It should not be the burden of each individual family to have to run a campaign involving letters, calls, media outlets, and elected officials, in order to get what their children are due by law! Please tell us what your agency can do to ensure immediate relief now, and ongoing proactive policies.

Signed,

Mrs. V. Belinda Barnett-Andrea, PTA Executive board member; SLT board member; former school bus driver in Indiana and New York

Sharlene Figueroa, member of PIST NYC

Kpana Kpoto, co-founder Bronx Parents Autism Support Circle and Special Needs Advocate

Loren Lockwood, member of PIST NYC

Nancy Martinez, Transport Workers' Union Local 100

Cheryl Ocampo, executive director and founder, Queens County Parents Autism Coalition, Inc.; Outreach and information specialist at United We Stand of New York

Ms. Fatima Prioleau, mother of six, Educator, Church member, former Community Health Advocate

cc: NYC Department of Education Chancellor Dennis Walcott

Deputy Chancellor Kathleen Grimm

OPT Chief Executive Officer Eric Goldstein and Director Alexandra Robinson

Citywide Council on Special Education

District 75 Council

Robert Jackson (New York City Council Education Committee)

Letitia James (New York City Council Education Committee)
Julissa Ferreras (New York City Council Women's Issue Committee Chair)
Domenic Recchia, Jr. (New York City Council Finance Committee Chair)
Jumaane Williams (New York City Council Black, Latino and Asian Caucus co-vice Chair)
James Vacca (New York City Council Transportation Committee Chair)
Elizabeth Crowley (New York City Council)

and others

Parents to Improve School Transportation Attachment for 3/27/2014 Oversight Hearing

The following comprise a sampling of route complaints received from different parents, teachers, drivers and advocates by email at pistnyc@gmail.com and by phone at 347-504-3310, with names deleted or abbreviated to protect privacy.

8/27/13

During the beginning of July my daughter had to be taken to school by her father for the first week and 1/2 of the second week. We received notification of a bus; then another bus notification with a different company. The driver called and let us know he was arriving, then his bus company (Atlantic Express) canceled. Then the company was put back in for her, after I complained to OTP. OTP said she did not have bus services on her IEP. I complained to the school and they said of course she has bus service. Then another company came and picked up my daughter with no notification from OTP. This bus did not have any air conditioning. My daughter's doctor's not specifies an air conditioned bus. Finally OTP sent us another company which was the original company we had where the driver had called us.

9/9/13

On the Facebook group New York City Parents Fed Up with Transportation Troubles there are comments from parents whose children's buses were late in the morning and afternoon including one which took an hour and 45 minutes to go 3.5 miles. This is at the Little Richie company which received a two year extension on its contract in May 2013 (see Item 2 at <http://schools.nyc.gov/NR/rdonlyres/05C74C24-EC18-417B-BE36-5B4179910E9D/0/05222013Contracts.pdf>).

9/9/13 (see also article link at 9/19/13)

good day in regards to this company who's base is in brooklyn on kings hwy and the office at 96-01 springfield gardens ny rude staff. this morning the bus showed up at 7 am. old worn and unstabled i personally followed it. im a former driver years ago. repeated no right signals, exhaust was smoking and bus overheating, he ran several red lights one at 111 ave francis lewis blvd hollis bad intersection i have seen deaths here! right blinker not fully functioning, no full stops at stop signs. at appx 738 am i called the police but they took their time coming i removed my son off the bus it had broke down smoke was coming from every where as it did when he was driving. my son has a 504 on file i wish to be enforced i made several complaints with opt 2213857, drivers misconduct 2215311 route change 2215312 i ended up taking my son in and will be picking up . when he has door to door service i cant hold or maintain a job like this it forces me into a home maker status which i choose not to be. oh yes as i was talking to the driver and matron he closed the door on my right arm OUCH!

9/10/13

Can you help me? Fist my son missed his first two days of school because the OPT refused to believe HE started on the 4th (they took other children on the same route) but wouldn't take him until the 9th! But I'm over that now. I'm over them telling me he didn't exist in the summer when they've been bussing him for a year now. What I'm not over is that we are on a new route (we moved 30 blocks closer to his school) and he now get picked up half and hour earlier and dropped off half and hour later. 6:30 am and 4pm. His school runs from 8:20 to 2:50. Another child from his school lives two buildings away and leaves at 7:20 and comes back at 3:30. How can this be fair?

9/10/13

I got limited travel time on my child's IEP, but I have been taking him in the morning. I spent a long time at the district yesterday and did not even go out to eat because I was afraid they would call me the minute I stepped out. My son is getting home at 4:45pm and his is finished at 3p. His new route may take up to 7 business days. He is happy and I am grateful for that, but the matron told my mother to please work on his bus route, she is concerned about all the time he is on the bus on his way home-he may need to pee or eat something.. Today we made late to school because AccessARide planned a bad route.

9/11/13 sent to an online group for parents of children in a certain public specialized program

My first post. The bus problems are even worse this year, and that is saying something. Monday they failed to pick up my kid from school, Tuesday they booted him from the bus because he "wasn't on the list" (lie), they don't pick up the phone, don't answer emails.

I've heard there is a lawsuit going on about this? What can one do to join/help?

9/11/13

My three-year-old's afternoon bus ride from preschool to home, within Queens, has been two and a half to three hours. I was told by OPT it should not be more than an hour and 15 minutes. On Monday, he arrived home, diaper soiled, clothing soiled, and with a terrible rash. The bus driver told me that he had too many kids on his route and could not guarantee a shorter trip. Bus company (Iridium) supervisor did not call back, as promised, so filed a complaint with OPT on Tuesday. I called the Iridium supervisor again and told him that I was aware of the max time a student should be riding on an intra-borough bus. He said he would figure it out. Still no real change...

(later:) We were told by the school the bus company was Iridium, but I just looked it up on the DOE/OPT site, and it is ALINA SERVICES CORP.

(still later:) My husband said the morning bus was I & Y

On Sep 11th the bus driver said that they were going to one school before S's to drop off two children.

Then they would travel to S's school to drop off 3 children. The told me that I should not put Samantha on the bus home as the AC was not working properly and that she appeared hot and uncomfortable the day before.

I called the bus company to file a complaint and the bus company told me that they "knew the bus has AC, that the bus is checked every day and that the bus driver probably did not know how to turn it on properly."

When I questioned this information I was put on hold and eventually I hung up. No one has called me back.

...(continued documentation of fruitless phone calls)...

My ideas for solutions to the process:

1. have the OPT agent look up the IEP and if it does indicate limited time travel, change it in the system and call the router so they can adjust
 2. assign the route properly in the beginning: have all the kids from an area (e.g downtown NYC) ride on the same bus to one school (this is how it has been for the past 3 years for S - not sure why it changed now)
- ...

9/14/13 (regarding a student whose medical paperwork limits travel time to 45 minutes)

Leesel transportation.. This is the bus i am complaining about..

On first morning Sept 9.. bus doesn't come in am.. pick up was to be 7:30.. 8:20 called OPT and made complaint .. 8:30 called leesel to find out if they are going to be picking my daughter up at school in the afternoon and asks why the bus didn't come.. bus driver didn't know my daughter was on bus.. was told she

will be picked up and be home by 3:15.. Bus came at 4:05.. Hour and 20 minutes

Sept 10 -- am bus comes at 8:02 not 7:30..afternoon bus got to school at 3:10 not 2:45.. got home 4:01... complaint #..The Matron took T off the bus a block away from my apartment .. she was walking down the block with my daughter.. My husband met them in the middle of the block.. SHE SHOULDN'T BE TAKEN MY DAUGHTER OFF THE BUS TILL SHE IS IN FRONT OF MY APARTMENT AND ME OR MY HUSBAND IS THERE...

sept. 11.. am bus comes at 8:05 for pick up... afternoon.. 4:00...

sept 12.. am 7:50 afternoon 3:50.. still over 45 minutes. bus driver told me that on friday that my daughter will be on the bus from 1:00 to 4:00.. (her school was getting out early on friday 13.. at 1:00).. I spent over 45 minutes on the phone with OPT finding out why they were going to kept my daughter on the bus so long.. I did get it settled.. then i called leesel to find out around what time she will be home 1:30 - 1:45.. they couldn't give me a time but said they will bring her home from school at 1..

Sept 13.. am pick up 7:50 - afternoon 1:35... my children and I shouldn't be on the street waiting for a bus to come for a half an hour.. \Something needs to be done.. she is on the bus longer then 45 minutes all week and the bus driver says he has 3 kids before her so he can't be here sooner..

9/18/13 from a teacher regarding 4 children in her class

1. (name omitted)

Today, 9/16, their son, a student in my class for children with intellectual disabilities, who is 6 years old, boarded a bus outside of his home. It turns out it was not his bus, the driver and matron did not follow procedure to verify who was boarding the bus. We (bus company, DOE, school, opt, police etc) could not locate the child until 11:00 (he boarded the bus at 6:30 AM!!!). The bus driver and matron parked the bus outside of another school, and just sat there. Wouldn't let him off the bus for all that time, and didn't follow proper procedure (if one even exists) all that time. OPT and the police are being sketchy w details- won't even tell us what bus company it was.

2.(names omitted) They are all on the same route. Their bus has broken down at least 3 times in less than a week. The driver and matron have no control over the bus, to the point the parents feel it is unsafe for their kids and are not sending them to school. The driver has exhibited a lack of common sense and safety: including rolling through a stop, when the parents wasn't outside (it was an early dismissal day and the parent didn't realize)- instead of stopping and honking and waiting 2-5 min as they are supposed to, he kept going and called after he drove away, causing the child (who is 8 and has down syndrome, Benjamin family) to be scared bc she didn't know where he was taking her and of course panicking the parents whose child was riding on the bus away from their home.

Same bus, different student, one evening when the bus broke down, hours went by, parent was not notified, panicked, called the school, eventually the located the bus and mom had to go and pick him up.

10/11/13

My son is 9-years-old and has been attending District 75 for nearly 4 years. I have been dealing with school busing, drivers and attendants/matrons in nearly as many years as well. I have never had a problem with any driver or matron until this school year started. In short, I made 3 complaints about improper conduct by the matron harassing me on my cell phone and their occasional lateness, which distress my son due to his autism diagnosis. An investigator at OPT is looking into the complaints now, which coincides with an incident that only happened yesterday.

I was late by 10-15 minutes for the afternoon dropoff, which is only the second time ever this year. The matron called and was yelling at me 4 minutes after the dropoff time. When I got to the bus, the driver proceeded to curse at me in front of my son and said, "I'm calling Child Protective Services on you for being late and abusing your son." I called OPT immediately and spoke to the investigator who informed me that he would investigate the matter with the matron and driver but expressed doubt that I would be able to have my son's bus rerouted over "something like this."

...The company is Logan. We had moved from one borough to another but the summer route (same company) had a different driver and matron who were lovely like the others in the past.

Until this case is investigated, Mr. Eric from OPT said he cannot reroute so my son has to travel 2 hours by train and bus to get to school.

...I feel like this is violating the McKinney law that entitles my son to school busing due to living in temporary housing.

10/18/13

Today I had the opportunity to meet with one of our clients, our agency provide her Medicaid Service Coordination service, and she explained to me that her son is not using the yellow bus service at this point because it takes 2 hours (!) in the morning and 2 hours in the evening for him to reach his destination, please note that R has in place the medical alert (F)

...we are talking about a child who requires medical attention who CANNOT BE ON THE BUS MORE THAN ONE HOUR, is not that the parent doesn't want for her child to be on the bus, is that he cannot do it.

The parent has limited resources and cannot afford to pay every day for transportation not only for her son but for the nurse as well.

1/2/14

I received a call from OPT on Sunday stating that my daughter, formerly on an Atlantic/Hoyt route, would be on **Safe Coach**. She has been waiting since 7:20 am. The bus company phone is not answering/busy at [718.257-2444](tel:718.257-2444). OPT states THAT TODAY THEY WILL NOT CALL BUS COMPANIES! Lee ann at OPT told me that is the only number OPT has for this company, that she does not know who Safe's parent company is.

School told me to Call John Eric Arrinis - Queens Inspector. He is not in office, his voicemail is not set up, person who took message at OPT hung up on me when I asked for his name.

(later:) The bus arrived to pick up my daughter at 8:23am so she was late to school. Two kids had thrown up on the bus and my daughter, who gets motion sickness, had to sit and smell it because the matron does not clean it up.

The Queens Inspector did get in touch and **also could not reach the bus company**.

I have not gotten a new letter from OPT for this route, so I don't know if there are more schools (there were three before) nor the number of kids on the bus). My daughter has limited time travel (60 min) accommodation, and two weeks or so prior to the company name change, this same route started getting her home 35 minutes later. My daughter tells me that the bus is not at the school when school ends and she has to wait in the classroom, sometimes 30 minutes for the bus to arrive at the school

1/8/14 Letter from a general ed parent to Deputy Chancellor Grimm:

Today the bus did not show up. It was 9 degrees out, as you probably noticed.

Rainbow hung up on a parent who called from our stop. Then the company took its phone off the hook -- many other parents on the route were calling all morning and getting a busy signal. The fact that the city continues to spend our money on these worthless gangsters who have no regard for their

workforce and have no interest in providing reliable service to children, even in freezing temperatures, is a scandal.

It's a new mayor and a new era. Maybe it's time to stop tolerating these clowns and raise the standards for city contractors? Better yet, maybe the city can get rid of the whole wasteful contracting system and hire the buses and drivers directly?

1/8/14 Letter to Civil Rights lawyer Norman Siegel

This morning my bus driver called me at 7:07 to tell me that the bus company, Logan, had given his bus to someone else so he didn't have a bus to drive and he was waiting for a replacement. My son is usually picked up at 7:20am.

At 7:18 I called Logan to inquire. They told me there was a delay and that the bus would be at my house soon. I asked if the bus driver was on the way and she said "yes". So I called my bus driver back and he said he was still waiting and was not on the road.

I called the OPT and registered a complaint.

My son was not picked up until around 9:10 (1 hour and 50 minutes later than usual). My son's school starts at 8:45.

1/10/14

Phone call from mother of autistic non verbal child.

Bus was in an accident and the police came...but the company hid it from her and had the driver say they were late because of traffic!

Child had a series of seizures in the following days. When school contacted Mom, they mentioned the accident and that's how she found out. Company unknown.

1/23/14

Driver in Canarsie 11236 standard bus, had a student added from 11207, route is now so long that kids threw up on the bus.

In her opinion the added student needs a mini-wagon, also the street is too narrow for large bus to drive in and out safely.

1/23/14

My son's bus company is Logan. On January 7th no bus came to pick up our child and we were lied to by the bus company on multiple occasions as to when it would arrive. It never came. Our complaint # from that time was #2324070.

I just wanted to let you know that my husband just got off the phone with our bus driver from Logan.

He just now - at 8:35 - left the bus depot. The driver - a lovely man - was at work but they had **no bus** for him to drive to pick up children.

We again received no phone call from anyone - not the bus company dispatch, not the matron, no one. We called the driver.

Again, our youngest son will be late for school, my husband will be late for work and my oldest will again be missing parts of his day at school. The lack of accountability and the continued disregard of our child's educational needs is really upsetting and it does not seem like anything changes from incident to incident.

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3-27-14

(PLEASE PRINT)

Name: Amy Herren

Address: 419 W. 129TH ST. APT. 57

I represent: Parents to Improve School Transportation

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Laddie Kaler

Address: Brooklyn

I represent: School Bus Drivers - TSCHS

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Rene Martinez

Address: 92-40 90th ST (Jama Park)

I represent: School Bus Drivers

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3/20/14

(PLEASE PRINT)

Name: Suzanne Peters

Address: 459 Columbia Ave #155 10024

I represent: JCE

Address: 388 Amsterdam Ave 10023

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3-27-14

(PLEASE PRINT)

Name: DANIEL GATTO

Address: 265 W 14th St

I represent: TEAMSTERS Local 553

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name: Alice Farrell

Address: 39-05 51st St. #1B Woodside NY 11377

I represent: My daughter Meah Farrell

Address: same

Please complete this card and return to the Sergeant-at-Arms.

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3/27/14

(PLEASE PRINT)

Name: MICHAEL CORDIER

Address: _____

I represent: ATU LOCAL 1181

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3/27/14

(PLEASE PRINT)

Name: JEAN RAYMOND MAZILLIE

Address: _____

I represent: ATU LOCAL 1181

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3/27/14

(PLEASE PRINT)

Name: WISLAINE SAMUEL

Address: _____

I represent: ATU LOCAL 1181

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3/27/14

(PLEASE PRINT)

Name: MARIE GENTILE

Address: _____

I represent: ATU LOCAL 1181

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3/27/14

(PLEASE PRINT)

Name: THERESA CYRIL

Address: _____

I represent: ATU LOCAL 1181

Address: _____

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3/27/14

(PLEASE PRINT)

Name: EILEEN FINN

Address: _____

I represent: ATU LOCAL 1181

Address: _____

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3/27/14

(PLEASE PRINT)

Name:

NIVIA MEDINA

Address:

I represent:

ATU LOCAL 1181

Address:

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name:

NIVIA MEDINA

Address:

DRIVER

I represent:

Address:

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)

Name:

Carin van der Oank

Address:

323 East 10th Street

I represent:

Parents

Address:

Please complete this card and return to the Sergeant-at-Arms

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: 3-27-14

(PLEASE PRINT)
Name: JAMES PARROT

Address: 11 Park Place

I represent: FISCAL POLICY INSTITUTE

Address: same

◆ Please complete this card and return to the Sergeant-at-Arms ◆

**THE COUNCIL
THE CITY OF NEW YORK**

Appearance Card

I intend to appear and speak on Int. No. _____ Res. No. _____

☐ in favor ☐ in opposition

Date: _____

(PLEASE PRINT)
Name: Milagros Cancel

Address: 1339 Bristol St apt. 15C

I represent: Pist

Address: _____

◆ Please complete this card and return to the Sergeant-at-Arms ◆