

State of Rhode Island
and
Providence Plantations

Commissioner of
Education

Laidlaw Transit, Inc.

v.

South Kingstown
School Committee

DECISION

Held: The Commissioner was without jurisdiction to review the issue of alleged violations of competitive bidding procedures utilized by South Kingstown School Committee in its award of a school transportation contract.

April 6, 1992

Travel of the Case

On January 15, 1992, Commissioner McWalters received an appeal by counsel for Laidlaw Transit, Inc. This company had bid unsuccessfully on a five-year school transportation contract for the South Kingstown school system. The contract was awarded to Ryder Student Transportation Services, Inc. by the South Kingstown School Committee on December 17, 1991.

Hearings in this case were held by the Commissioner's designee on February 19 and 20, 1992. Ryder Student Transportation Services, Inc. (Ryder) was permitted to intervene as a party and participated in the hearing process. A Motion to Dismiss for lack of jurisdiction was filed by the South Kingstown School Committee and joined in by Ryder. Decision on this Motion was deferred and the hearing proceeded on the merits.

The record in this case closed on March 6, 1992, upon the filing of legal memoranda by the parties. The parties have requested an expedited decision in this matter because of the fact that the current contract for bus transportation in South Kingstown expires on June 30, 1992.

Jurisdiction to hear the appeal is premised on R.I.G.L. 16-39-2.

Background. The South Kingstown town charter in section 4214 requires competitive bidding when the town contracts for the purchase of supplies, materials or equipment; Section 4820 of the charter imposes these same competitive bidding requirements on the School Committee. The School Committee's current school bus contract is about to expire and in attempting to meet its school transportation needs, the School Committee solicited bids through a Request for Quotation (Appellant's Ex. A). Both the appellant, Laidlaw Transit, and Ryder submitted quotations, which were opened simultaneously on November 7, 1991. Ryder was the low bidder by approximately \$600,000.00. Despite Laidlaw's objections that the Ryder bid did not conform to specifications, the School Committee voted to award a five-year contract for school bus transportation to Ryder.

Findings of Relevant Facts

- o The November 7, 1991 quotation submitted by Ryder did not conform to bid specifications in that it:
 - a) did not propose to use 75 passenger buses described as Thomas-built MVP Safe-T-Liner vehicles;
 - b) did not provide all information requested by the bid specifications;
 - c) did not provide requested information on the forms provided in the bid specifications as required by the specifications at page 1; and
 - d) was not signed by a duly authorized representative of Ryder (School Committee Ex. 2).

- o Leonard C. Morrison, former business manager for the School Committee, placed a post-bid telephone call to Ryder to determine that the 71 passenger vehicle referenced in its bid was in error, and that Ryder's intent was to bid on the 75 passenger Thomas MVP Safe-T-Liner. (Tr. Vol. III pp. 47)

- o The Ryder bid was amended and corrected to show that the bid was in fact on the 75 passenger vehicle described in the bid specifications (see the notation made at the top of the page entitled "summary quote sheet" for General Transportation, School Committee Ex. 2)

Decision on Jurisdiction

We rule that the appellant, Laidlaw Transit, Inc. is aggrieved by the decision of the South Kingstown School Committee in awarding the contract to Ryder. What has not been shown, however, is that this is a matter "arising under any law relating to schools or education" as that phrase is used in R.I.G.L. 16-39-2. Under the analysis made by the appellant in its brief at pages 23-26, the Commissioner would have jurisdiction over all appeals from any "decision" or "doing" of a local school committee.

The appellant argues that:

it is not even necessary to show that the action arises under any law relating to schools or education, so long as a party...is aggrieved by a "decision or doing" of the School Committee (Appellant's memo at page 25).

In so arguing, the appellant ignores the fact that the Rhode Island Supreme Court in School Committee of the City of Providence v. Board of Regents for Education, 429 A2d. 1297 (1981) set forth three jurisdictional prerequisites for appeals to the Commissioner under 16-39-2 - (1) aggrievement of the petitioner (2) by a decision or doing of a School Committee (3) in a matter arising under a law relating to schools or education. We note, as does counsel for Laidlaw Transit, that the word connecting the last two prerequisites is "or". Nevertheless, in requiring that all disputes heard by the Commissioner under 16-39-2 arise under a law relating to schools or education, the Rhode Island Supreme Court has construed the "arising under" language to modify the phrase "decision or doing" of a School Committee.

In La Pierre v. Cranston School Committee,¹ the Commissioner ruled that sufficient ambiguity existed in this statutory language, despite the ruling in School Committee v. Board of

¹Decision of the Commissioner dated August 12, 1988

Regents, supra, to find broad appellate jurisdiction of the Commissioner over decisions of local School Committees.² See our discussion in La Pierre at pages 4-6. When this case was appealed to the Board of Regents, the Regents wasted no time in affirming that the decision in School Committee v. Board of Regents, supra was controlling and did not permit extension of the Commissioner's appellate jurisdiction to review a decision of a school committee unless the committee's decision arose under a law relating to schools or education. See the Board of Regents decision in La Pierre v. Cranston School Committee, May 11, 1989. Clearly, then, the appellant's position that the Commissioner can and should exercise his authority to review all school committee decisions is in error.

This dispute does not "arise under" a law relating to schools or education in that it does not require construction or application of an educational statute. True, in soliciting vendors to bid on a school transportation contract the School Committee acts to fulfill its statutory duties in providing its students with necessary bus transportation. It does not necessarily follow, however, that in fulfilling the duties imposed on it by educational statute that all controversies resulting from the exercise of such statutory authority arise under a law relating to schools or education. The issues presented in this case are not controlled by school law.³ Rather, the claim of the appellant and resolution of the issues raised by Laidlaw, calls for application of a body of law interpreting and applying competitive bidding principles. The claim is premised on the competitive bidding requirements imposed by the South Kingstown town charter in sections 4214 and 4820. As noted by

² In La Pierre, supra the School Committee had refused to reinstate the petitioner as a teacher of mathematics after an absence of twenty years. Mr. La Pierre asserted that he was entitled to reinstatement to his teaching position under R.I.G.L. 30-21-1 which afforded job protection rights to military veterans.

³ See also our general discussion to the appellate jurisdiction of the Commissioner in Hoag v. Providence School Board, June 27, 1988 decision of the Commissioner and Madden v. Warwick School Committee, April 23, 1984 decision of the Commissioner of Education.

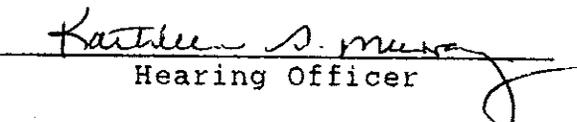
the Regents in La Pierre, supra to deal with such non-educational matters brings no special insight to the subject and adds a distracting burden to the Commissioner's office. (Regents decision in La Pierre at page 2). Thus, while we don't reject the proposition of the appellant⁴ that local School Committees be required to follow fair and competitive bidding procedures, we do reject the notion that the Commissioner of Elementary and Secondary Education, rather than a court of competent jurisdiction, is responsible to adjudicate claims of improper or unfair bidding procedures.

⁴Set forth at page 22 of the Laidlaw Transit, Inc. brief.

Merits of the Case

We decline to reach the merits of this case, since it is our judgment that the matter does not present even a close jurisdictional question. In the event a higher authority disagrees with our analysis of jurisdiction, we have included in this decision findings of fact on which the Board of Regents, or some other appropriate forum, can apply the controlling case law.

The appeal is denied and dismissed for lack of jurisdiction.


Hearing Officer


Commissioner of Elementary
and Secondary Education