

# STATE OF NEW YORK

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7998--A

2019-2020 Regular Sessions

## IN ASSEMBLY

May 30, 2019

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Introduced by M. of A. BENEDETTO -- read once and referred to the Committee on Education -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the education law, in relation to contracts regarding bus drivers and bus drivers' assistants

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 23 of section 1604 of the education law, as  
2 amended by chapter 269 of the laws of 1974, is amended to read as  
3 follows:

4 23. To contract with any person, corporation or other school district  
5 for the conveyance of pupils residing within the district, when author-  
6 ized to do so under subdivision nineteen of section two thousand twen-  
7 ty-one of this chapter, by vote of the inhabitants of the district enti-  
8 tled to vote, or to contract for the operation, maintenance and garaging  
9 of motor vehicles owned by the district, in accordance with such rules  
10 and regulations as such trustees may establish, consistent with the  
11 regulations of the commissioner [~~of education~~]. Upon authorization by a  
12 school district meeting, every such contract of transportation may be  
13 made for a period not exceeding five years, notwithstanding any  
14 provision of any other law inconsistent herewith. Regarding any  
15 district wholly within the counties of Westchester, Putnam, Nassau and  
16 Suffolk and with respect to any contract entered into under this subdi-  
17 vision, such district shall abide by the terms contained in any collec-  
18 tively bargained agreement applicable to bus drivers and drivers'  
19 assistants entered into by the contracting entity governing disciplinary  
20 actions against bus drivers and drivers' assistants employed by such  
21 contracting entity prior to the district imposing or implementing an  
22 adverse disciplinary action against such driver or drivers' assistant,  
23 unless the superintendent of the district certifies that the act or  
24 omission of such driver or driver's assistant, if true, constituted

EXPLANATION--Matter in italics (underscored) is new; matter in brackets  
[-] is old law to be omitted.

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1 egregious misconduct that created a clear and present danger to the  
2 safety and welfare of any child in his or her care. When such a certif-  
3 ication is made by a superintendent, and notwithstanding procedures set  
4 forth in any contract regarding grievances against a bus driver or driv-  
5 er's assistant, an expedited fact-finding process shall be completed  
6 within five business days from the day of the alleged wrongdoing by such  
7 bus driver or driver's assistant. Any driver or driver's assistant who  
8 shall incur a diminution in wages after the commencement of an expedited  
9 process authorized by this subdivision, shall, if the superintendent  
10 determination is improper or if he or she is exonerated of commission of  
11 the underlying wrongdoing, be entitled to punitive damages in an amount  
12 to be determined by such finder of fact.

13 § 2. Subdivision 27 of section 1709 of the education law, as amended  
14 by chapter 737 of the laws of 1992, is amended to read as follows:

15 27. To contract with any person, corporation or other school district  
16 for the conveyance of pupils residing within the district, when author-  
17 ized to do so under subdivision nineteen of section two thousand twen-  
18 ty-one of this chapter, by vote of the inhabitants of the district enti-  
19 tled to vote, or to contract for the operation, maintenance and garaging  
20 of motor vehicles owned by the district, in accordance with such rules  
21 and regulations as such board of education may establish, consistent  
22 with the regulations of the commissioner. Upon authorization by a school  
23 district meeting, every such contract of transportation may be made for  
24 a period not exceeding five years, notwithstanding any provision of any  
25 other law inconsistent herewith. Regarding any district wholly within  
26 the counties of Westchester, Putnam, Nassau and Suffolk and with respect  
27 to any contract entered into under this subdivision, such district shall  
28 abide by the terms contained in any collectively bargained agreement  
29 applicable to bus drivers and drivers' assistants entered into by the  
30 contracting entity governing disciplinary actions against bus drivers  
31 and drivers' assistants employed by such contracting entity prior to the  
32 district imposing or implementing an adverse disciplinary action against  
33 such driver or drivers' assistant, unless the superintendent of the  
34 district certifies that the act or omission of such driver or driver's  
35 assistant, if true, constituted egregious misconduct that created a  
36 clear and present danger to the safety and welfare of any child in his  
37 or her care. When such a certification is made by a superintendent, and  
38 notwithstanding procedures set forth in any contract regarding griev-  
39 ances against a bus driver or driver's assistant, an expedited fact-  
40 finding process shall be completed within five business days from the  
41 day of the alleged wrongdoing by such bus driver or driver's assistant.  
42 Any driver or driver's assistant who shall incur a diminution in wages  
43 after the commencement of an expedited process authorized by this subdi-  
44 vision, shall, if the superintendent determination is improper or if he  
45 or she is exonerated of commission of the underlying wrongdoing, be  
46 entitled to punitive damages in an amount to be determined by such  
47 finder of fact.

48 § 3. Subdivision 12 of section 2503 of the education law, as amended  
49 by chapter 171 of the laws of 1996, is amended to read as follows:

50 12. Shall provide by contract or otherwise for the transportation of  
51 children to and from any school or institution of learning whenever in  
52 its judgment such transportation is required because of the remoteness  
53 of the school to the pupil or for the promotion of the best interests of  
54 such children; and, in the case of an enlarged city school district,  
55 shall provide such transportation to children residing outside the city  
56 limits and may, in its discretion, provide transportation for children

1 residing within the city limits. Any such contract may be made for a  
2 period of not exceeding five years, notwithstanding any provision of any  
3 charter or other provision of law inconsistent herewith, provided, that  
4 any city school district wholly within the counties of Westchester,  
5 Putnam, Nassau and Suffolk, if transportation is provided by such  
6 district, pursuant to other provisions of this chapter such district  
7 shall abide by the terms contained in any collectively bargained agree-  
8 ment applicable to bus drivers and drivers' assistants entered into by  
9 the contracting entity governing disciplinary actions against bus driv-  
10 ers and drivers' assistants employed by such contracting entity prior to  
11 the district imposing or implementing an adverse disciplinary action  
12 against such driver or drivers' assistant, unless the superintendent of  
13 the district certifies that the act or omission of such driver or driv-  
14 er's assistant, if true, constituted egregious misconduct that created a  
15 clear and present danger to the safety and welfare of any child in his  
16 or her care. When such a certification is made by a superintendent, and  
17 notwithstanding procedures set forth in any contract regarding griev-  
18 ances against a bus driver or driver's assistant, an expedited fact-  
19 finding process shall be completed within five business days from the  
20 day of the alleged wrongdoing by such bus driver or driver's assistant.  
21 Any driver or driver's assistant who shall incur a diminution in wages  
22 after the commencement of an expedited process authorized by this subdi-  
23 vision, shall, if the superintendent determination is improper or if he  
24 or she is exonerated of commission of the underlying wrongdoing, be  
25 entitled to punitive damages in an amount to be determined by such  
26 finder of fact. Provided further, that the cost of such transportation:

27 a. to and from schools within the school district for distances  
28 greater than two or three miles, as applicable, and to and from schools  
29 outside the district within the mileage limitations prescribed in para-  
30 graph a of subdivision one of section thirty-six hundred thirty-five of  
31 this chapter shall always be an ordinary contingent expense, and

32 b. for distances less than two or three miles, as applicable, or for  
33 greater than fifteen miles to and from schools outside the district  
34 shall be an ordinary contingent expense if: (i) such transportation was  
35 provided during the preceding school year and the qualified voters have  
36 not passed a special proposition constricting the mileage limitations  
37 for the current school year from those in effect in the prior year, or  
38 (ii) the qualified voters have passed a special proposition expanding  
39 the mileage limitations in effect in the prior year.

40 § 4. Subdivision 19 of section 2554 of the education law, as renum-  
41 bered by chapter 762 of the laws of 1950, is amended to read as follows:

42 19. To provide by contract for the transportation of children to and  
43 from any school or institution of learning whenever in its judgment such  
44 transportation is required because of the remoteness of the school to  
45 the pupil or for the promotion of the best interests of such children.  
46 Any such contract may be made for a period not exceeding five years,  
47 notwithstanding any provision of any charter or other provision of law  
48 inconsistent herewith, provided, that any city school district wholly  
49 within the counties of Westchester, Putnam, Nassau and Suffolk, if  
50 transportation is provided by such district, pursuant to other  
51 provisions of this chapter such district shall abide by the terms  
52 contained in any collectively bargained agreement applicable to bus  
53 drivers and drivers' assistants entered into by the contracting entity  
54 governing disciplinary actions against bus drivers and drivers' assist-  
55 ants employed by such contracting entity prior to the district imposing  
56 or implementing an adverse disciplinary action against such driver or

drivers' assistant, unless the superintendent of the district certifies that the act or omission of such driver or drivers' assistant, if true, constituted egregious misconduct that created a clear and present danger to the safety and welfare of any child in his or her care. When such a certification is made by a superintendent, and notwithstanding procedures set forth in any contract regarding grievances against a bus driver or drivers' assistant, an expedited fact-finding process shall be completed within five business days from the day of the alleged wrongdoing by such bus driver or drivers' assistant. Any driver or drivers' assistant who shall incur a diminution in wages after the commencement of an expedited process authorized by this subdivision, shall, if the superintendent determination is improper or if he or she is exonerated of commission of the underlying wrongdoing, be entitled to punitive damages in an amount to be determined by such finder of fact.

§ 5. This act shall take effect immediately.