

STATE OF NEW YORK

6840

2023-2024 Regular Sessions

IN ASSEMBLY

May 8, 2023

Introduced by M. of A. BENEDETTO -- read once and referred to the
Committee on Education

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 Assem-
bly, 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 driver's
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 driver's 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
25 egregious misconduct that created a clear and present danger to the

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

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

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

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

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

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

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

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

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

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

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

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

14 § 5. This act shall take effect immediately.