STATE OF NEW YORK

7415

2023-2024 Regular Sessions

IN SENATE

May 24, 2023

Introduced by Sen. MAYER -- read twice and ordered printed, and when printed to be committed 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 Assembly, do enact as follows:

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

23. To contract with any person, corporation or other school district for the conveyance of pupils residing within the district, when authorized to do so under subdivision nineteen of section two thousand twenty-one **of this chapter**, by vote of the inhabitants of the district entitled to vote, or to contract for the operation, maintenance and garaging of motor vehicles owned by the district, in accordance with such rules and regulations as such trustees may establish, consistent with the regulations of the commissioner [~~of education~~]. Upon authorization by a school district meeting, every such contract of transportation may be made for a period not exceeding five years, notwithstanding any provision of any other law inconsistent herewith. **Regarding any district wholly within the counties of Westchester, Putnam, Nassau and Suffolk and with respect to any contract entered into under this subdivision, such district shall abide by the terms contained in any collectively bargained agreement applicable to bus drivers and driver's assistants entered into by the contracting entity governing disciplinary actions against bus drivers and drivers' assistants employed by such contracting entity prior to the district imposing or implementing an adverse disciplinary action against such driver or driver's assistant, unless the superintendent of the district certifies that the act or omission of such driver or driver's assistant, if true, constituted 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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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 driver's 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 driver's assistant. Any driver or driver's 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.

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

27. To contract with any person, corporation or other school district for the conveyance of pupils residing within the district, when authorized to do so under subdivision nineteen of section two thousand twenty-one of this chapter, by vote of the inhabitants of the district entitled to vote, or to contract for the operation, maintenance and garaging of motor vehicles owned by the district, in accordance with such rules and regulations as such board of education may establish, consistent with the regulations of the commissioner. Upon authorization by a school district meeting, every such contract of transportation may be made for a period not exceeding five years, notwithstanding any provision of any other law inconsistent herewith. Regarding any district wholly within the counties of Westchester, Putnam, Nassau and Suffolk and with respect to any contract entered into under this subdivision, such district shall abide by the terms contained in any collectively bargained agreement applicable to bus drivers and driver's assistants entered into by the contracting entity governing disciplinary actions against bus drivers and driver's assistants employed by such contracting entity prior to the district imposing or implementing an adverse disciplinary action against such driver or driver's assistant, unless the superintendent of the district certifies that the act or omission of such driver or driver's 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 driver's 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 driver's assistant. Any driver or driver's 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.

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

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

period of not exceeding five years, notwithstanding any provision of any charter or other provision of law inconsistent herewith, provided, that any city school district wholly within the counties of Westchester, Putnam, Nassau and Suffolk, if transportation is provided by such district, pursuant to other provisions of this chapter such district shall abide by the terms contained in any collectively bargained agreement applicable to bus drivers and driver's assistants entered into by the contracting entity governing disciplinary actions against bus drivers and driver's assistants employed by such contracting entity prior to the district imposing or implementing an adverse disciplinary action against such driver or driver's assistant, unless the superintendent of the district certifies that the act or omission of such driver or driver's 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 driver's 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 driver's assistant. Any driver or driver's 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. Provided further, that the cost of such transportation:

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

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

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

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

that the act or omission of such driver or driver's 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 driver's 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 driver's assistant. Any driver or driver's 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.