

# MEMORANDUM OF UNDERSTANDING

**BETWEEN THE  
LYME CENTRAL SCHOOL DISTRICT  
AND THE  
LYME CENTRAL SCHOOL RELATED PERSONNEL ASSOCIATION**

April 12, 2024

**WHEREAS**, the Association and the District are Parties to a collective bargaining agreement dated July 1, 2022, to June 30, 2024 (“CBA”);

**WHEREAS**, the Association and the District also have agreed upon a successor collective bargaining agreement dated July 1, 2024, to June 30, 2028, with the final contract currently being drafted;

**WHEREAS**, the District has agreed in some limited circumstances to provide and pay for some training for current and/or potentially new employees to obtain their CDL with school bus endorsements to be able to drive a school bus to address the bus driver shortage in the District; and

**WHEREAS**, the Parties wish to memorialize their agreements.

**NOW THEREFORE**, the Parties agree to the following:

1. The District agrees to pay directly to a third-party to provide the required CDL training with school bus endorsement to enable two (2) current unit members to obtain their CDL license and be eligible to drive a school bus for the District. The training will be provided by the Alexandria Central School District or Jefferson-Lewis BOCES, or some other provider chosen by the District.

2. The employees who attend this training shall be paid their current hourly rate as currently appointed by the District for their time spent in such training and such training shall constitute work time for the District. Upon completion of the training, the employees agree to accept an appointment from the District as substitute bus drivers wherein they will be paid as substitute bus drivers for all hours they are asked to perform school bus driving duties. The employees shall be eligible for a regular bus driver appointment should they decide or choose to give up their current job in favor of becoming a full-time bus driver.

3. The two employees subject to the above provisions of this MOU are Jose Sosa and Tabitha Viera.

4. Additionally, the Parties agree that effective April 12, 2024 through June 30, 2025, the District may hire individuals who do not possess a CDL with school bus driver endorsements for purposes of training such individuals to drive a school bus subject to the following conditions:

- a. The District will appoint such new employees under the title of School Bus Monitor;
- b. The District will pay for training and CDL licensure with Alexandria Central School District or Jefferson-Lewis BOCES, or with some other provider chosen by the District.
- c. Aside from the hourly rate of School Bus Monitor during any period of training, the District will offer the same benefits to such new employee as the bus driver group
- d. The prospective employee will work 3 hours per day on-site at the bus garage with the schedule to be determined by the employer to accommodate training requirements to be paid at the current School Bus Monitor rate;
- e. Once the individual passes all of the necessary requirements and is qualified to be a school bus driver, the district will reimburse to the individual for any mileage to and from the designated training facility only when related to CDL training

f. Any employee so trained by the District agrees to a three (3) year commitment to work for the District, with the understanding that should the employee leave the District for any reason, the employee will repay the District for the District's training costs related to the CDL and school bus driver certifications. Such repayment will be prorated by the number of full months remaining in the employee's 3 year commitment to the District.

5. The Parties agree that this MOU shall be considered a one-time variance, and this MOU does not set any past practice or enforceable precedence with regards to the Parties CBA or any interpretation of the CBA language.

6. This MOU may not be introduced in evidence in any proceeding or negotiations between the Parties for any reason, and shall not be evidence of practice between the Parties that varies from the current contract language.

7. Upon the Parties signatures below, this MOU shall not be enforceable or in effect until it is approved by an affirmative vote of the Board of Education by resolution in public session.

8. This MOU and its terms may be extended by the Parties in writing on the same basis as the approval of this MOU.

**For the District:**

\_\_\_\_\_  
Patricia Gibbons, Superintendent

\_\_\_\_\_  
Date

**For the Association:**

\_\_\_\_\_  
Jose Sosa, President

\_\_\_\_\_  
Date