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AGREEMENT

between the

PISCATAWAY TOWNSHIP BUSDRIVERS' ASSOCIATION

and the

PISCATAWAY TOWNSHIP BOARD OF EDUCATION

(Employer)

X JULY 1, 1983 - JUNE 30, 1986

TABLE OF CONTENTS

ARTICLE I	Page
Recognition	1
ARTICLE II	
Negotiation Procedure	1
ARTICLE III	
Grievance Procedure	1-2
ARTICLE IV	
Employee Liaison	3
ARTICLE V	
Employee Rights	3-5
ARTICLE VI	
Association Rights	5
ARTICLE VII	
Rights, Authority, Responsibilities of the Board	6
ARTICLE VIII	
Temporary Leaves	6-8
ARTICLE IX	
Compensation	8-9
ARTICLE X	
Assignments	9-11
ARTICLE XI	
Miscellaneous Provisions	11
ARTICLE XII	
Insurance	12
ARTICLE XIII	
Duration of Agreement	13
SCHEDULE A	14
SCHEDULE B	15
SCHEDULE C	16
SCHEDULE D	17

ARTICLE I

RECOGNITION

In accordance with provisions of NJSA 34:13A-1 et seq., the Piscataway Township Board of Education hereby recognizes the Piscataway Township Busdrivers' Association, NJEA as the exclusive negotiating agent for all regularly assigned busdrivers, van drivers, and bus attendants except those currently appointed as full time employees.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The Association and the Board agree to negotiate over a successor agreement in a good faith effort to reach agreement concerning terms and conditions of employment. During the term of this agreement, neither party will be required to negotiate with respect to any matter, whether or not covered by this agreement unless by mutual consent in writing.
- B. Despite reference herein to Board or Association as such, each reserves the right to act hereunder by duly authorized committee or individual whether or not a member. However, each party shall provide on request satisfactory evidence of authority to act.
- C. Any agreements so negotiated shall be reduced to writing and, ratified by both parties, shall be signed by the Board and the Association and shall apply to all personnel in the unit described in Article I.
- D. This agreement incorporates the entire understanding of the parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance shall mean an appeal by an employee or the Association based upon the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.
2. Notwithstanding anything in this ARTICLE to the contrary, the right to appeal administrative decisions and policies not arising out of the agreement, shall terminate at the Board of Education level.
3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve a claim.

8. PROCEDURE

1. An individual who claims to be aggrieved shall present the grievance informally to the Supervisor of Student Traffic and Safety within fifteen (15) school days. At any level of the grievance procedure individuals shall have the right to representation of their choice. The Supervisor shall respond within eight (8) school days of this meeting.
2. If the Association is not satisfied with the Level A response, it may within twenty (20) school days of the occurrence present the grievance in writing to the Assistant Superintendent for Business and Auxiliary Services. Said Supervisor shall respond within eight (8) school days.
3. If the Association is not satisfied with the Level B response, it may within eight (8) school days present the grievance in writing to the Superintendent. The Superintendent shall respond within eight (8) school days.
4. If the Association is not satisfied with the Level C response, it may within eight (8) school days present the grievance in writing to the Board of Education. If the grievance appeal is received by the Board Secretary at least ten (10) school days prior to a regularly scheduled Board Agenda Meeting, the Board shall render a decision in writing not later than five (5) school days following the next regularly scheduled Board Meeting.  
  
If the grievance appeal is received less than ten (10) school days prior to the Agenda Meeting or if a Grievance Meeting or Hearing cannot be concluded prior to the Board Agenda Meeting, the response of the Board of Education shall be delayed until five (5) school days following the second subsequent regularly scheduled Board Meeting.
5. If the Association is not satisfied with the Board response, it may within eight (8) school days proceed to Arbitration. The arbitration services of the Public Employment Relations Commission shall be utilized pursuant to its rules and regulations.
6. Grievances arising out of route selection, field trip selection, hiring, assignment, and transfers shall proceed only to advisory arbitration. In all other matters the arbitrator shall have the authority to issue a binding award.
7. The Board and the Association shall equally share the cost of the arbitrator.
8. "School day" shall be defined as a day on which Piscataway Township Schools are in session. During the summer recess a "school day" shall be defined as a normal work day.

## ARTICLE IV

### EMPLOYEE LIAISON

Authorized Association representatives shall meet with the Supervisor of Student Traffic and Safety from time to time to discuss the operation of the Student Transportation Department in order to improve the efficiency of the department.

## ARTICLE V

### EMPLOYEE RIGHTS

- A. The Board hereby recognizes the rights of its employees as conferred by NJSA 34:13A-1 et. seq. and other applicable statutes. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by NJSA 34:13A-1 et. seq.
- B. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in that employee's office, position or employment or the salary or increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of the employee's own choosing present to advise and represent the employee during such meeting or interview.
- C. Negotiations and grievance meetings will normally occur outside work hours. If such meetings are held during work hours, employees in attendance shall suffer no loss in pay. The Association will inform the Board of the names of those Association representatives who will participate in such meetings during work hours at least 48 hours in advance of the meeting.
- D. No employee shall be disciplined, reprimanded, reduced in rank, or compensation without just cause. Any such action asserted by the Board shall not be made public and shall be subject to the grievance procedure herein set forth.
- E. No material unfavorable to an employee's conduct, service, character or personality originated by an employee, parent, student or Board member shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that such material was reviewed by the employee by affixing the employee's signature to the copy to be filed with the express understanding that such a signature in no way indicates agreement with the contents of said document. Refusal to sign such material shall be deemed insubordination and shall be subject to disciplinary action by the Board or its designee. The employee shall also have the right to submit a written answer to such material which will be attached to the file copy.

F. At least once each year drivers and attendants shall have the right to indicate those documents and/or materials in their files which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and at the nonarbitrable discretion of the Superintendent or designee they shall be either destroyed or retained.

G. Termination of Employment

1. Employees shall submit written notice at least two (2) weeks prior to the effective date of any resignation.
2. The Board of Education shall provide written notice of termination of employment at least two (2) weeks prior to the effective date.
3. An employee notified of termination shall be entitled to an appearance before the Board of Education to request a reconsideration of the Board action.

H. Lay-off and Recall

1. Whenever the Board acts, by reason of a reduction-in-force, to terminate the employment of any employees covered herein, the following procedures shall be followed:
  - a. The Board shall provide a written notice of lay-off at least two (2) weeks prior to the effective date.
  - b. Employees shall be selected for lay-off in inverse order of seniority within the following categories:
    - (1) Bus Drivers
    - (2) Van Drivers
    - (3) Bus Attendants
    - (4) Other positions differentiated from those above by reason of duties performed and skills required.
2. When vacancy occurs, a laid-off employee shall be entitled to recall thereto in order of seniority on the appropriate list or on another list as in the above if the individual possesses the qualifications for employment and the latter recall list is exhausted.
3. Notice of recall to work shall be sent to the employee's last known address. Within seven (7) days of the receipt of such notice, the employee shall notify the Board of acceptance or rejection of this recall.
4. Any employee who indicates an acceptance of the recall shall arrange to report for work within twenty-one (21) days after receipt of the notice of recall or within such period of time as may be set forth in a written extension of time granted by the Board or designee. Any employee who fails to report to work as described herein shall forfeit all seniority and all rights to recall.

5. Miscellaneous

- a. Employment in the Piscataway School District prior to the adoption of these rules shall be counted in determining seniority.
- b. Seniority shall be terminated upon resignation or dismissal for cause.
- c. New unit positions shall be placed in a category as agreed by the parties.
- d. Seniority rights shall commence in each category after a probationary period of one evaluation cycle not to exceed eighteen (18) months and shall be retroactive to day one of employment.

ARTICLE VI

ASSOCIATION RIGHTS

A. Information

The Board agrees to furnish to the Association in response to reasonable request from time to time all available public information concerning the financial resources of the district, including: annual financial reports and audits, agendas and minutes of all Board meetings, school census data, individual and family group employee health insurance premiums and names and addresses of all unit employees.

B. The Association shall have the exclusive use of a bulletin board.

C. Meeting Facilities

Subject to Board of Education policy and the approval of the building principal, the Association may use appropriate rooms for meetings, in the school building after school hours. Rooms may be used for evening meetings after prior approval by the building principal and the Business Office.

D. Mail Facilities

The Association shall have the right to use the inter-school mail facilities, with good judgment, except where it interferes with the orderly transmission of inter-school mail. The Association shall not utilize inter-school mail deliveries for the distribution of material relating to candidates seeking public office.

## ARTICLE VII

### RIGHTS, AUTHORITY, RESPONSIBILITIES OF THE BOARD

Subject to rights and privileges granted to Association herein, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey including the right:

- A. To the executive management and administrative control of the school and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.
- B. To hire all employees, determine their qualifications, conditions for continued employment, dismissal, demotion, promotion, transfer or to take what disciplinary action as may be required.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are inconformance with the Constitution and Statutes of the State of New Jersey and the Constitution and laws of the United States.

## ARTICLE VIII

### TEMPORARY LEAVES

#### A. Sick Leave

1. Employees who have completed the probationary period shall be entitled to ten (10) sick leave days per year which accumulate according to NJSA 18A:30-3 and which will be prorated if they are employed for less than the contract year.
2. The Superintendent of Schools may require for all leaves of absence for personal illness or disability a statement covering the cause of the illness and the dates of the absence to be signed by the employee and certified by the Supervisor of Student Traffic & Safety.
3. As provided in NJSA 18A:30-4, the Board of Education retains the authority for the Board and/or Superintendent to require a physician's certificate for any length of absence due to illness or disability.
4. Upon request, employees shall be given a written account of accumulated sick leave days once each year.



5. Absence because of disability due to pregnancy or childbirth shall be treated as in "1" above.
6. Payment for each day of sick leave shall be at the driver's scheduled daily rate and shall include both base rate runs and scheduled extra or activity runs.
7. Effective July 1, 1983, each driver and attendant shall, upon retirement, receive ten dollars (\$10.00) per day for one-half of all unused sick leave days accumulated since the end of the 1969-70 school year.

B. Leaves of Absence Without Pay

1. Leaves of absence without pay for certified medical disability shall be granted for a period of time up to one calendar year from the date of disability.
2. Other leaves of absence without pay may be granted to unit members by the Board of Education upon the recommendation of the Superintendent or designee.

C. Bereavement Leave

Each employee shall be allowed up to three (3) work days absence without loss of pay in case of death in the immediate family. "Immediate Family" is interpreted to include father, mother, spouse, brother, sister, son, daughter, step-children, mother-in-law, father-in-law, grandparents, or any other relative making his or her home with the family of the employee. Upon request and with good and sufficient reason, the Superintendent or designee may grant up to two (2) additional days. One (1) working day shall be allowed without loss of pay for the funeral held on a working day of a relative who is not a member of the immediate family.

D. Court Appearance

Employees shall be allowed time without loss of pay to attend any legal proceeding connected with their employment in the school district when compelled by subpoena to attend. This provision shall not apply whenever the legal action has been initiated by the employee against the Board of Education.

E. Personal Leave

- (1). All employees shall be entitled to one (1) personal day. Each employee shall provide a 48 hour notification except in the case of an emergency when the reason for such emergency shall be provided. No more than five (5) unit members shall utilize personal leave on any given day.
- (2). Effective July 1, 1983, all unused personal days shall be converted to sick leave.

F. Jury Duty

In the event that an employee is called to Jury Duty, The board agrees to compensate said employee for all work days missed at his/her daily scheduled rate.

ARTICLE IX

COMPENSATION

A. Annual Salary - Busdrivers

The annual salary shall be determined by multiplying the annual base salary for the appropriate experience level times the number of hours determined for each route package. This annual salary shall be paid in twenty (20) equal amounts on the 15th and 30th of each month, September through June, or the last working day of that pay period if holidays or weekends interfere.

- B. Attendants whose work schedule permits the calculation of annual compensation will be paid as in A above. All other attendants shall be paid at an hourly rate for all hours actually worked.

C. Snow Days and Holidays

The annual salary shall be inclusive of officially called "snow days" and stipulated holidays. No deductions will be made for absence on these days.

D. Field Trips and Extra Runs

Field trips and other nonroute package trips shall be paid on an hourly basis in addition to the annual salary remuneration. Field trips that require in excess of two (2) consecutive hours of driving time shall include planning for a twenty (2) minute rest period. Any extra run which is not connected to any other runs either directly or through layover and which is under one (1) hour shall be paid as one (1) at the driver's or attendant's hourly rate.

E. Probationary Rate

Anyone starting work after the first day of the month shall be paid at an hourly rate for that month. The first full working month shall be paid at a proration of the calculated annual salary.

F. Layover Rate

Layover, up to a maximum of two (2) hours per day, shall be paid at the rate of one half of the regular rate calculation.

### G. Route Cancellation

When a driver is notified at a regular daily run or extra run is cancelled, the driver shall be eligible for a full rate of pay upon reporting to the office and fulfilling a substitute assignment.

### H. Overtime

Effective July 1, 1981 all employees shall receive time and one half for all work performed on Sundays or State designated holidays when school is closed. Additionally overtime shall also be received for all work in excess of 40 hours per week.

## ARTICLE X

### ASSIGNMENTS

#### A. Seniority List

1. Separate seniority lists shall be prepared for van drivers and busdrivers based upon first date of actual driving after obtaining a license. The list shall be updated annually.
2. If a driver changes from one category of vehicle to another, he or she shall start at the bottom of the seniority list in the new category. Any change back to the original position will cause the driver to assume the beginning seniority position of that respective group. All other areas of seniority will continue.
3. (a) Summer work shall be offered on a rotating basis to volunteers according to seniority.  
  
(b) Summer band camp shall be treated as a separate exclusive assignment from all other summer work. Drivers who have applied for, are eligible for, and have performed at least one day of summer work will be offered summer band camp assignments in seniority starting with the most senior.

#### B. Regular Route Package Assignments

As early as possible, probably August, all prepared route packages will be made available to drivers. Incomplete packages (van routes) will be posted with final route assignments to be included when available. Drivers, in seniority order, will choose packages during a one (1) week period. If a driver cannot be available during this week, he/she shall represent his choice in writing prior to start of this week. Approximately ten (10) drivers will be scheduled in seniority order each day to complete their choice.

In the development of regular route package assignments, the Supervisor of Student Traffic & Safety will make every reasonable effort to guarantee route packages of a four (4) hour minimum. No driver shall pick more work than is equal to 70 hours, or thereabouts, during the summer pick. Representatives of the Association shall be allowed to be present throughout the summer pick.

G. Vehicle Assignment

Whenever possible, drivers will be assigned the same vehicles as the year prior.

D. Change in Route Package

If the driver leaves the system, the Supervisor of Student Traffic & Safety shall assign a replacement for said drivers regular AM and PM runs and shall post for seniority pick all other runs. Any driver having difficulty on regular runs who has followed proper procedure to settle the problems and continues to have difficulty, has option to change when runs become available during the year. The Supervisor of Student Traffic & Safety shall have the right to cancel or alter any route assignment as the situation demands.

E. Regular Run Extra Curricular Assignments

1. Any trip scheduled on a regular weekly basis will be called Extra Curricular Regular Run and be posted for seniority choice using the procedure indicated earlier.

Examples of these runs are:

Swimming  
High School 3:30 and 5:30 Activity and Athletic Runs  
Bowling  
Orchestra ( and Band)

2. Any change in individual schedules will be assigned by the Supervisor of Student Traffic & Safety with seniority being considered. This choice shall be for a full year or season as applicable. If all avenues of choice have been exhausted and a vacancy remains, the Supervisor of Student Traffic & Safety shall retain the right to assign personnel as required.
3. Whenever possible, drivers shall not exceed 35 hours for daily runs, including fueling and cleaning for any five (5) day week. Final determination shall be the right of the Supervisor of Student Traffic & Safety.
4. Whenever an Extra Curricular Regular Run becomes available as a result of a driver's termination, the run shall be offered to drivers with time available on the basis of rotating seniority.

F. Assignment of Field Trips

1. All drivers who work AM and PM five (5) days a week with less than 70 hours picked work shall be eligible for field trip assignment.

2. A list of these drivers, arranged by number of hours of picked work, from low to high shall be maintained by the office. This list shall be reestablished each November 1st including work picked through October 25th. Ties shall be arranged by seniority.
3. As field trips are scheduled, they shall be numbered consecutively and shall be distributed to the drivers on the list so that the lowest numbered trip shall be assigned to the first available driver until all drivers on the list have been offered an assignment at which time the list shall be repeated and drivers assigned consecutively throughout the year.
4. If a driver refuses a trip for any reason, or if a driver has not accepted or rejected a trip within three (3) days of its posting on their board, said driver shall be marked down as refusing said trip (along with the reason) and the trip shall be offered to the next eligible driver. A driver refusing a trip shall not be offered another trip until her/his name comes up on the next rotation.
5. If a driver is unreasonably or irresponsibly denied a field trip, the driver shall be paid as though the trip had been worked. The burden of proof of such denial shall rest with the driver and/or the Association.
6. Upon request, the Transportation Office shall furnish all information needed to determine the proper distribution of field trips.
7. The Supervisor of Student Traffic and Safety shall be responsible for maintaining and judging the equitable management of the assignment. Any driver who is limited or excluded in field trip assignment will be given, upon request, a statement of reasons for such limitation or exclusion.
8. The parties agree to review the equity of the field trip assignment procedure in June, 1982 and negotiate over modifications of any aspects of the procedure which may be inequitable.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

- A. Subject to limitations of law and confidentiality of student records, the Board will inform each driver as to any special care or attention which may be required in the transporting of students who, in the judgment of the Board's designee, may display unusual physical or emotional characteristics.
- B. Ray Post Memorial Welfare Fund

The Board agrees to contribute to the Piscataway Township Education Association on January 1, 1984 an amount equal to \$20 for each driver or attendant employed twenty (20) hours per week or more January 1, 1985 an amount equal to \$20 for each driver or attendant employed twenty (20) hours per week or more and January 1, 1986 an amount equal to \$22 for each driver or attendant employed twenty (20) hours per week or more The Association

shall establish the Ray Post Memorial Welfare Fund with the Association solely responsible for the administration of the fund and the implementation of the welfare program. The Association shall indemnify and hold the Board of Education fully harmless and free of any liability or responsibility, including all costs and expenses arising out of the creation, implementation and/or administration of the Ray Post Memorial Welfare Fund except as stated herein. If any section of this provision is determined to be contrary to law, the aforementioned Board contribution shall, at the discretion of the Association, be either credited to each unit member or applied to a mutually agreeable temporary disability insurance plan.

## ARTICLE VII

### INSURANCE

- A. Employees whose full route package is 25 hours, or more, determined upon the first full work week in December, shall be entitled to opt for a 50/50 co-pay health benefits plan for either employee only or full family coverage or any available rate structure between the two effective the following January 1st. The plan shall be equivalent to the hospital, surgical, major medical plan in existence in the district as of the preceeding July 1st. The Agreement shall provide that route packages will designed in accordance with the transportation needs of the district, and will not be designed specifically to preclude unit members from health benefits. Further, the Board shall pay the full cost of the health benefit plan for employees whose full route package is 35 hours or more.
- B. Effective July 1, 1984, the Board shall provide a premium of ninety-seven dollars and fifty cents (\$97.50) for pharmaceutical insurance for each driver and attendant employed twenty (20) hours or more.
- C. Effective July 1, 1984, the major medical deductible shall be one hundred dollars (\$100.00).

ARTICLE XIII

DURATION OF AGREEMENT

1. The Provisions of this Agreement shall be effective as of July 1, 1983 and shall remain in effect until June 30, 1986.
2. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries on this 19th day of March, 1983.

PISCATAWAY TOWNSHIP BOARD  
OF EDUCATION

BY Shulan Meekins  
President

ATTEST Seul Cardy Jr.  
Secretary

PISCATAWAY TOWNSHIP BUSDRIVERS  
ASSOCIATION

BY Giovanna Musto  
President

ATTEST Catherine Scardino  
Secretary

SCHEDULE A

Rates of Pay

Effective July 1, 1983

1. Hourly rates - DRIVERS

- A - \$6.10
- B - \$6.50
- C - \$7.05
- D - \$7.43

2. Hourly rate - BUS ATTENDANT - \$4.80

3. Annual salary 188 (183 School Days and Five (5) Holidays)

Hours/Days	A	B	C	D
1	1147	1241	1335	1397
2	2294	2482	2650	2794
2.5	2668	3103	3313	3492
3	3440	3723	3975	4191
3.5	4015	4344	4638	4890
4	4588	4964	5300	5588
4.5	5162	5585	5963	6287
5	5735	6205	6625	6985
5.5	6309	6826	7288	7684
6	6882	7446	7950	8382
6.5	7456	8067	8613	9081
7	8029	8687	9275	9779
7.5	8603	9308	9938	10478



SCHEDULE B

Rates of Pay

Effective July 1, 1984

1. Hourly rates - DRIVERS

- A - \$6.53
- B - \$7.06
- C - \$7.54
- D - \$8.02

2. Hourly rate - BUS ATTENDANT - \$5.18

3. Annual salary 188 (183 School Days and Five (5) Holidays)

Hours/Days	A	B	C	D
1	1228	1327	1418	1508
2	2456	2654	2836	3016
2.5	3070	3318	3545	3770
3	3684	3981	4254	4524
3.5	4298	4645	4963	5278
4	4912	5308	5672	6032
4.5	5526	5972	6381	6786
5.	6140	6635	7090	7540
5.5	6754	7299	7799	8294
6	7368	7962	8508	9048
6.5	7982	8626	9217	9802
7	8596	9289	9926	10556
7.5	9210	9953	10635	11310

SCHEDULE C

Rates of Pay

Effective July 1, 1985

1. Hourly rates - DRIVERS

- A - \$7.00
- B - \$7.55
- C - \$8.07
- D - \$8.66

2. Hourly rate - BUS ATTENDANT - \$5.60

3. Annual salary 188 Projected (188 School Days and Five (5) Holidays)

Hours/Days	A	B	C	D
1	1316	1419	1517	1628
2	2632	2838	3034	3256
2.5	3290	3548	3793	4070
3	3948	4257	4551	4884
3.5	4606	4967	5310	5698
4	5264	5676	6068	6512
4.5	5922	6386	6827	7326
5	6580	7095	7585	8140
5.5	7238	7805	8344	8954
6	7896	8514	9102	9768
6.5	8554	9224	9861	10582
7	9212	9933	10619	11396
7.5	9870	10643	11378	12210

## SCHEDULE D

### INSERVICE STIPEND

Employeeess who participate in approved inservice training programs shall be eligible to receive an inservice stipend pursuant to the following provisions:

#### A. Participation in Inservice Programs

1. Employee participation must be wholly outside of normal working hours.
2. Participation must be approved in advance by the Superintendent or designee.
3. Inservice programs must be related to the occupation of the employee.
4. Inservice programs shall be approved and scheduled by the Superintendent or designee.

#### B. Inservice Credit

1. Inservice participants shall be awarded one (1) inservice credit for each fifteen (15) hours of instruction.
2. Inservice programs with a duration from one and one-half hours (.1 credit) up to 45 hours (3 credits) may be scheduled.
3. Inservice credit will be awarded only to those who attend all required sessions and participate in instructional activities, if any.

#### C. Inservice Instructors

1. Inservice instructors must be approved in advance by the Superintendent or designee.
2. Inservice instructors must prepare and conduct inservice programs after normal working hours.
3. Inservice instructors shall be awarded twice the inservice credit of inservice participants. One (1) inservice credit for each 7-1/2 hours of instructions).

#### D. Payment of Stipend

1. Bus/van drivers shall receive an hourly inservice stipend of 10 cents per hour for every 7 inservice credits up to a maximum of 63 credits.
2. The hourly inservice stipend shall be added to the employees hourly rate and included in all route package and daily rate calculations.
3. The inservice stipend of each employee shall be determined at the start of each work year.