

AGREEMENT BETWEEN
THE MORRIS PLAINS EDUCATION ASSOCIATION
AND
THE MORRIS PLAINS BOARD OF EDUCATION
FOR THE
2005/2006
2006/2007
2007/2008
SCHOOL YEARS

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PREAMBLE

This Agreement is entered into this day of , 2006 by and between the Board of Education of the Borough of Morris Plains (hereinafter referred to as "Board"), and the Morris Plains Education Association (hereinafter referred to as "Association").

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning grievances and terms and conditions of employment for all certified and non certified personnel listed below whether the persons holding such positions are under contract or on leave, who are regularly employed or upon employment by the Board including:

1. Teachers (part-time and full-time)
2. Librarian
3. Nurse
4. Supplemental Teachers (part-time)

* The Morris Plains Board of Education, at the time of this contract, does not employ part-time supplemental teachers. Should this occur at a later date, Article V, Salaries--Part-time, Supplemental teachers (hereafter "Supplemental teachers") as found in Addendum 1 would apply.

5. Permanent substitutes
6. Psychologist
7. Custodians (part -time and full-time)
8. Secretaries (part-time and full-time)

Excluding all managerial executives, confidential employees (including the administrative assistant to the superintendent, secretary to the Business administrator and the assistant to the board secretary), craft employees, casual employees, and all other employees not included by the above agreement with the Morris Plains Board of Education

B. 1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to certificated employees represented by the Association in the negotiating unit, as above listed in job titles 1 through 6. The term "employee" shall refer to all employees represented in the negotiating unit.

2. The initials MPEA shall mean the Morris Plains Education Association.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither Party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

ARTICLE II

DURATION OF AGREEMENT

- A. This Agreement shall be in effect from July 1, 2005 through June 30, 2008.
- B. This Agreement shall not be modified in whole or in part by the Parties except by an instrument in writing duly executed by both Parties.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Association agree to enter into collective negotiations regarding a Successor Agreement and regarding salaries and compensation for the school year 2008-2009 in accordance with N.J.S.A. 34:13A-1 et seq. in a good faith effort to reach agreement on terms and conditions of employment.
- B. Neither Party in any negotiations shall have any control over the selection of the negotiating representatives of the other Party. The Parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

Furthermore, both the Morris Plains Board of Education and the membership of the Morris Plains Education Association reserve the final authority to ratify or reject any tentative agreement reached by their respective negotiating teams.

- C. The Board of Education and the Morris Plains Education Association mutually agree to split the cost of secretarial personnel for the purpose of mutual note taking. The cost will be paid by the Board of Education. The Association will pay 50% of this cost to the Board as reimbursement.
- D. The Board and the Association agree to have their representatives meet in a room provided by the Board at the Borough School for the purpose of collective negotiations regarding a Successor Agreement for the school year 2008-2009 in accordance with the laws of the State of New Jersey.

ARTICLE IV

SALARIES

- A. The salaries of all employees (additionally, see Article V - Supplemental Teachers) covered by this Agreement are set forth in Schedules "A-1", "A-2" and "A-3", "A-4", "A-5"; subject, however, to this reservation to the Board of the right to grant or withhold increases in salary based on the recommendation of supervisory personnel, performance, and evaluation by the Board in accordance with law.
- B. Salaries for coaching personnel are set forth in Schedule "B"; salaries for extra-curricular activities are set forth in Schedule "C". Salaries for coordinators are set forth in Schedule "D". Salaries for co-curricular coordinators are set forth in Schedule "E".

C. 1. Employees who are employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments with the exception of part-time supplemental teachers who shall be paid as provided in Article V. Furthermore, employees who are employed on a twelve-month basis shall be paid in twenty-four (24) equal semi monthly installments. Employees who are employed on a ten (10) month basis may elect to be paid in twenty-four (24) equal semi-monthly installments, provided the employee notifies the Board in writing of such election by July 1 of the school year in which the payments are to begin. The 24 semi-monthly payments will start in September of the referred-to school year in which notice is given, and the election to receive such payments will be irrevocable. A teacher who is newly hired by the district will be allowed to make such election on or before August 1 of the school year in which he or she commences service.

a. Effective as of July 1, 2000 for 12 month employees and September 1, 2000 for ten-month employees, the Board shall make available, at the employee's option, direct deposit to the personal account designated by the employee. Twelve-month employees shall have the month of July, and ten-month employees the month of September, in which to notify the Administration of the direct deposit election on the forms supplied by the business office. An employee may change the designated financial institution up to two times per year.

2. Employees may, upon request, individually elect to have any percentage of their monthly salary deducted and placed in an individual personal account with Tri-Co Federal Credit Union. Employees shall indicate their preference of payment at the time of contract signing which shall be no later than June 1 prior to the school year or, for new employees, at the time of signing the employment contract.

3. The Association shall provide the Superintendent by December 1 of each year with a list of all certificated staff who anticipate advancing to the next higher salary guide column on Schedules A-1, A-2, and A-3 on September 1, or February 1, of the following school year. Only those certificated staff who are on that list shall be eligible for advancement to a higher training level on Schedule A-1, A-2, and A-3, except for certificated staff hired after December 1 of each year.

Any certificated staff hired after December 1 shall be asked to identify graduate school plans at the time he or she is employed. Proof of eligibility shall be official transcript or submission of a letter indicating successful completion of course work if transcript proof is not readily available.

4. Advancement by certificated staff to the next higher level will be made on September 1, and February 1, of each school year, provided proof of eligibility as defined in Paragraph 3 has been submitted along with a completed "Request for Movement on Guide" form to the Superintendent of Schools no later than August 15 for those certificated staff making advancement on September 1, and January 15, for those certificated staff making the advancement on February 1.

5. Certificated staff will participate without additional compensation in the following activities as requested by the School Administration to promote an efficient school program: education presentation to the Board of Education, in-service workshops, back-to-school night, supervision at school sponsored programs. Participation in other programs or events shall be voluntary.

6. Certificated staff who wish to organize a new club must submit a program proposal no later than December 1 and prior to beginning club activities to the School Principal for authorization and allocation of budget funds. Proposals are to include club objectives, statement of activities, meeting dates and times, and a proposed evaluation procedure. A minimum enrollment of ten (10) students will be required.

Authorized club activity proposals will be considered volunteer demonstration projects in the first year, without compensation. In the second year, compensation will be two hundred and fifty dollars (\$250) payable if such club is authorized for the second and subsequent year(s) by the Principal, whose decision is final.

ARTICLE V

SALARIES - PART-TIME SUPPLEMENTAL TEACHERS

(hereinafter "Supplemental Teachers")

See Addendum 1 for the terms and conditions of employment for supplemental teachers.

ARTICLE VI

COMPENSATION FOR CLASS AND TEACHER IN CHARGE COVERAGE

A. Certificated staff assigned by the Administration to a class period substitution shall be paid \$25.00 per full class period for the 2005-08 school years.

B. Certificated staff assigned by the Administration to Teacher in Charge Coverage shall be paid \$50 per coverage lasting a half-day or less and \$100 per coverage greater than the one half day limit. Length of day is defined in Article XV. A.

ARTICLE VII

HOSPITALIZATION - MEDICAL INSURANCE

A. The Board agrees to provide and pay for individual hospital and medical coverage for each employee assigned regularly to work on a full-time basis who desires such insurance. The Board agrees, in addition, to pay the additional premium for the provision of full-family hospital and medical insurance coverage to eligible employees who elect same and who were hired to commence service prior to July 1, 2005. Employees hired to commence employment on or after July 1, 2005 shall be enrolled in the POS plan, and the Board's premium expense will be limited to 100% of the POS plan for the employee and his or her eligible dependents. Upon acquisition of tenure, or in the case of a custodial/maintenance employee after completion by such employee of three (3) years of continuous employment in the District, the employee who is assigned to work regularly on a full-time basis may elect to transfer to the traditional plan and the Board agrees to provide and pay for such coverage in the event of such election. The Board maintains the right to change carriers or to self-insure, either by itself or as a member of a joint insurance fund, as long as the level of benefits remains equal to or better than the benefits provided to the MPEA as of December 31, 1996. Any changes to this level of benefits shall be negotiated with the MPEA regardless of the carrier.

B. New enrollments shall be effective on the eligible date for membership as established by the plan selected by the Board and MPEA.

C. No insurance premium payments shall be made for any employee after the effective date of the employee's resignation.

D. The Board agrees to provide and pay for individual and family hospital and medical coverage for each employee who works at least twenty (20) hours per week.

E. Cash-out Option: An employee whose spouse has duplicate medical coverage, who agrees to forego his/her hospital and medical coverage for a school year, shall receive twenty (20) per cent of the actual cost of the premium at the level to which he or she is entitled, provided a Section 125 Plan is instituted for all of the membership. An employee waiving coverage must show proof of alternate coverage.

Such choice shall be in writing on or before May 1 of the school year prior to the school year in which the medical coverage is being waived. Payments shall be made one-half in December and one-half in June of each year.

In the event the employee's alternate coverage is terminated after the opt-out commences, the employee shall immediately be enrolled in the District's health coverage, if immediate enrollment is permitted by the insurance carrier. In this case Opt-out payments will be prorated. Should immediate enrollment not be permitted by the insurance carrier, the employee shall be reimbursed by the Board for any COBRA coverage expenditure made by him or by her until the next open enrollment period of the Board's health insurance carrier. The Board shall be entitled to off-set against its COBRA reimbursement obligation any 'opt-out' payments due to or received by the employee for the period for which COBRA reimbursement is made.

ARTICLE VIII

DENTAL PLAN

A. The Board agrees to pay the full premium for all full and part-time certificated staff, certificated part-time supplemental staff, and full and part-time non-certificated staff who are eligible for the dental plan. This plan shall include family coverage. The Board maintains the right to change carriers or to self-insure, either by itself or as a member of a joint insurance fund, as long as the benefits provided remain equal to or better than the benefits provided to the MPEA as of December 31, 1996. Any changes to this level of benefits shall be negotiated with the MPEA regardless of the carrier.

B. The Board agrees to provide and pay for individual and family dental coverage for each employee who works at least twenty (20) hours per week.

ARTICLE IX

PRESCRIPTION PLAN

A. The Board agrees to pay the full premium for all full and part-time certificated staff, certificated part-time supplemental staff and full and part-time non-certificated staff who are eligible for the prescription plan. This plan will include family coverage.

The Board maintains the right to change carriers or to self insure, either by itself or as a member of a joint insurance fund, as long as the benefits provided remain equal to or better than the benefits provided to the MPEA as December 31, 1996. Any changes to this level of benefits shall be negotiated with the MPEA regardless of the carrier.

B. The Board agrees to provide and pay for individual and family prescription plan coverage for each employee who works at least twenty (20) hours per week.

Effective as of July 1, 2005, the prescription plan shall be based on employee co-payment as follows:

Retail Pharmacy -34 Day Supply

\$20 Co-pay for Brand Name Drug Prescriptions at the Pharmacy;
\$15 Co-pay for Generic Drug Prescriptions at the Pharmacy.

Mail Order - 90 Day Supply

\$20 Co-pay for Brand Name Drug Prescriptions through Mail Order;
\$15 Co-pay for Generic Drug Prescriptions through Mail Order.

It shall be the employee's choice as to whether and when to use the mail-order option.

ARTICLE X

TEMPORARY DISABILITY BENEFITS PLAN

The Board agrees to pay certificated staff the balance of the premium for the temporary disability benefit, Plan II, as underwritten by UNUM and provided under the NJEA Umbrella Temporary Disability Benefit Plans with the individual teacher paying the maximum contribution allowable. It is understood that 100% of the bargaining unit must participate in order for this plan to be in effect and that it is the Association's responsibility to provide said participation. Failure on the part of the Association to obtain 100% participation from its members in each of the individual school years covered by this Agreement will render this Article null and void for the specific school year.

ARTICLE XI

SICK LEAVE

A. Absences for personal illness shall be allowed with full pay for a total of ten (10) school days in any school year and twelve (12) days for twelve-month employees in any contract year. The unused number of such days shall be accumulated without limit, and can be used for additional sick leave as needed in subsequent years.

B. Absences on sick leave shall be charged first to the ten (10) days allowance for ten (10) month employees and twelve (12) days allowance for twelve-month employees for the current year until it has been fully exhausted, and thereafter charged to the accumulated credit to the extent that such credit is available.

C. In addition to the above, the Board may allow, upon individual consideration and approval, additional absences with full pay for reasons of extended illness as per N.J.S.A. 18A:30-6 and 30-7.

D. Upon retirement, a certificated staff employee will be reimbursed, in the amount of thirty dollars (\$30.00) per day, for all unused personal illness days accumulated as per Paragraph (1) of this Article. Reimbursement shall be subject to the following restrictions:

1. The percents to be used in determining the reimbursement of unused sick days with a decrease in minimum amount of years for retirement are:

Less than 15 years employed in the Morris Plains School system at 0%;
15 years employed in the Morris Plains School system at 33 1/3 %;
20 years employed in the Morris Plains School system at 66 2/3%;
25 years employed in the Morris Plains School system at 100%.

2. The employee must notify the Board, in writing, of his or her intention to retire, no later than December 1 of the school year in which he or she intends to retire. Failure to meet this requirement may result in the delay of one year of the aforementioned said reimbursement.

3. The reimbursement payment shall be made, upon proper notification as per Section (2) above, during the month of July immediately following the school year in which the employee retires.

E. Non-certificated employees will receive benefits listed in D-1 on a fifty percent reimbursement rate.

F. In those instances in which an eligible employee dies before retiring for age and service or disability according to the provisions of the TPAF or PERS, whichever is applicable, the Board shall pay the employee's entitlement for unused sick leave to the employee's designated beneficiary.

ARTICLE XII

OTHER AUTHORIZED ABSENCES

A. Absences, due to the death of the employee's mother, father, mother-in-law, father-in-law, sister, brother, spouse or child or any other relative who is a member of the immediate family and which necessitate direct involvement in funeral arrangements or attendance at services, shall be allowed with full pay from the day of death to the day of the funeral, or end of mourning period, inclusive, but shall not exceed three school days.

B. Absences due to death of other members of the employee's family may be allowed with full pay for up to one day for the day of the funeral.

C. Absences to attend conferences, a meeting of an educational nature, or for school visitation may be allowed with full pay after prior written approval.

D. Personal Business

1. Absences of certificated staff for reasons of personal business that cannot be handled outside of normal work hours may be allowed for up to four (4) school days in any school year, one day with a reason given. Personal days may not be used in the first three days and the last three days of the scheduled school year nor may they be used one day before and one day after a scheduled school recess of more than one day. In an emergency, the Superintendent or his designee may authorize an emergency personal day. Payment for unused personal days for certificated staff are as follows:

\$165 if 0 personal days out of four are used.
\$110 if 1 personal day out of four is used.
\$ 80 if 2 personal days out of four are used.
\$ 0 if 3 or 4 personal days out of four are used.

A maximum of three unused personal days may be converted to accumulated sick leave. Prior to calculation of bonus and sick leave conversion, if any portion of day is used it will count as one day for purposes of bonus and conversion to sick leave. Absences in excess of four (4) school days for reasons of personal business may be allowed with 1/200 of the certificated staff 's contractual salary deducted for each day of absence.

2. Non-certificated staff hired before January 1, 1997 shall be entitled to absences for reasons of personal business that cannot be handled outside of normal work hours may be allowed for up to four (4) school days with no reason given in any school year. Forty eight (48) hour prior notice must be given unless it is an emergency. All other non-certificated staff hired on or after January 1, 1997 shall be entitled to three absences for personal reasons. Personal days may not be used in the first three days and the last three days of the scheduled school year nor may they be used one day before and one day after a scheduled school recess of more than one day. In an emergency, the Superintendent or his designee may authorize an emergency personal day. Absences in excess of four (4) school days for reasons of personal business may be allowed with 1/200 of the employee contractual salary for ten-month employee and 1/240 of the employee contractual salary for twelve-month employee deducted for each day of absence.

E. Absences for reasons of illness of the employee's parent, husband, wife, or child may be allowed for up to three (3) school days in any school year. Unused days in this category will not accumulate from one school year to the next. Absences in excess of three (3) school days for reasons of family illness may be allowed with 1/200 of the employee's contractual salary deducted for each day of absence and 1/240 of the employee's contractual salary for twelve-month employee deducted for each day of absence.

F. Absences from school by reason of a subpoena shall be allowed with pay, provided that the subpoena is filed with the Superintendent's office.

G. The absences and compensation referred to in Paragraphs C, D and E of this Article shall be allowed only by the Board or its duly authorized agent upon request prior to such absence, provided that absences referred to in Paragraph C always require written request prior to such absence..

H. Authorized absences as enumerated in this Article herein shall be prorated for supplemental teachers who do not work the full academic year.

I. Disability Leave

1. An employee who anticipates disability shall submit in writing to the Superintendent of schools the expected commencement of the disability.

2. The Board reserves the right to regulate the commencement and termination dates of disability leaves, including pregnancy related leaves, in order to preserve the effective educational continuity in the district.

a. When this occurs, an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the provisions of the insurance carrier.

b. Time spent on unpaid leave shall not be counted for accrual of any benefits.

J. Child Care Leaves

1. Employee's eligibility for such leave shall be restricted to employee's eligibility for such leave under the Family Leave Act, N.J.S.A. 34:11B-1 et seq., and/or the Federal Medical Leave Act. Employee must have been actively employed by the district for the full year prior to the requested leave. Any employee opting for statutory leave shall not be eligible for contractual leave.

2. The eligible employee shall promptly provide to the Superintendent documentation from the physician indicating the anticipated delivery date or from the adoption agency or court indicating the anticipated adoption date.

3. No later than ninety (90) days prior to the anticipated adoption or birth, the eligible employee may request, pursuant to the Family Leave Act, N.J.S.A. 34:11B-1 et seq., an unpaid child care leave not in excess of twelve (12) weeks during which the Board will pay for the employee's group health benefits, within one (1) year of the date of the actual birth or adoption.

4. The eligible employee may request instead and the Board shall grant an unpaid child care leave up to a maximum of twenty four (24) months, which shall include the twelve (12) week period during which the Board will pay for the employee's group health benefits. After the 12-week period, the employee may continue coverage at his or her own expense, in accordance with the rules of the carrier. Such leave will end on the last day of school in June.

a. If the unpaid child care leave commences before an anticipated delivery date, disability leave may not be utilized by a pregnant qualified employee during the term of the maternity leave.

b. A pregnant employee utilizing this paragraph may specify that the unpaid child care leave will commence upon termination of the pregnancy-related disability.

c. A teacher on unpaid child-care leave will notify the Board in writing no later than the 31st day of May preceding the scheduled end of the leave that she intends to return to active employment at the start of the school year immediately following the end of her leave. Unless extenuating circumstances are shown, the teacher's failure to give such notice shall be deemed to be her resignation from her employment with the Board.

5. No later than ninety (90) days prior to the anticipated delivery, a pregnant qualified employee may choose to request:

a. A disability leave which, unless otherwise approved, shall entitle the employee to utilize available sick leave days for the four (4) weeks following the actual delivery; and/or

b. An unpaid child care leave not in excess of twelve (12) weeks, during which the Board will pay for the employee's group health benefits within one (1) year of the actual delivery.

6. As with other extended leaves, the Board reserves the right to regulate the commencement and termination dates of child care leaves in order to preserve the effective functioning of and educational continuity in the district.

a. When this occurs, an employee who is placed on an involuntary leave shall be entitled to all sick leave and group health benefits during the period of actual disability, according to

the negotiated agreement and the rules of the insurance carrier. However, time spent on unpaid leave shall not be counted for the accrual of any benefits.

K. Leaves of absence or extension of same, may be granted without pay or other benefits by the Board for good reason after application in writing.

L. No teacher on leave shall be denied the opportunity to substitute in the Morris Plains School District in the area of certification and competence.

M. A leave of absence without pay for one or two school years shall be granted to a tenured teacher for the purposes of filling an elected position in the State or National education associations.

ARTICLE XIII

PARENT/TEACHER CONFERENCES

A. For each three (3) day schedule of parent/teacher conferences, generally held in November, the following provisions shall apply:

1. All grades and classes in which teachers are involved in parent conferences shall be dismissed at approximately 1:00 p.m. This time may be adjusted to accommodate bus schedules.

2. Certificated Staff shall be available for two (2) non consecutive evenings and one afternoon during the conference period for parent meetings.

3. On conference evenings, teacher shall be available from 5:00 p.m. to 9:00 p.m.

4. Telephone conferences may be scheduled in place of in-school conferences when mutually agreed to by both parents and the teacher.

5. Evening conferences will not be scheduled prior to a non-school day or on the same day of two successive weeks.

6. Up to two twenty-minute segments may be set aside for breaks.

B. In addition to conferences scheduled in accordance with Section A above, there shall be one (1) evening parent conference scheduled in the Spring. The conference shall run from 6:00 p.m. to 9:00 p.m. On the day of conference scheduled in accordance with the provision of this Paragraph (B) the teacher day shall otherwise be a school day of normal duration.

ARTICLE XIV

TEACHER WORK YEAR

A. The in-school work year for teachers employed on a ten-month basis shall not exceed 186 days. This shall include 182 instructional days, one day prior to the opening of school, one day following the last day of school and two days for in-service programs, which will comply with state standards for continuing education hours of professional development. New personnel may be required to attend one additional day for orientation. The in-service courses referred to in this section are different from those described in Section XVI. B., and are not covered by the provisions of that Section.

CUSTODIAL WORK YEAR

A. The work year for custodians shall be twelve months from July 1 to June 30.

B. The school holidays shall be:

Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas, New Year's Eve Day and New Year's Day.

When Christmas Day or New Year's Day occur on Tuesday, Wednesday, Thursday or Friday, the holiday and eve day are granted. When Christmas Day or New Year's Day occur on Saturday, Sunday or a Monday only one holiday is granted. When schools are closed on Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Rosh Hashanah, Yom Kippur and/or Columbus Day, custodians shall observe the holiday. For purposes of this Article, schools are deemed to be closed only on those holidays when teachers are not required to report to work.

C. Vacation

1. All custodians who have been employed for one year (July 1 to June 30) hired prior to Jan. 1, 1997 shall have the following vacation schedule:

Years of service	Days
1 to 3 years	10 days
4 to 6 years	15 days
7+ years	20 days

2. All custodians who have been employed for one year (July 1 to June 30) hired on or after Jan. 1, 1997 shall have the following vacation schedule:

Years of service	Days
1 to 5 years	10 days
6 to 12 years	15 days
13+ years	20 days

3. Custodians who have been employed for less than one full year shall have their vacation pro-rated on the basis of the percentage of the year they were employed .

4. Vacation shall be taken under the following conditions:

a. Vacation requests shall be submitted to the Superintendent or his designee for coordination and approval with two weeks prior written notice.

b. No more than two personnel may schedule vacations at the same time without the approval of the Superintendent.

c. Vacation cannot be scheduled prior to or immediately following a school holiday unless approved by the Superintendent.

d. Vacation days cannot be scheduled prior to or immediately following a school recess unless approved by the Superintendent.

D. On one regular in-service day for teachers, the district shall provide a minimum of a half-day, in-service program for custodians.

SECRETARY WORK YEAR

A. The work year for secretaries shall be twelve months from July 1 to June 30.

B. School holidays

1. School holidays shall be:

Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas, New Year's Eve Day and New Year's Day.

When Christmas Day or New Year's Day occur on Tuesday, Wednesday, Thursday or Friday, the holiday and eve day are granted. When Christmas Day or New Year's Day occur on Saturday, Sunday or a Monday only one holiday is granted. When schools are closed on Martin Luther King's Birthday, Good Friday, Memorial Day, Yom Kippur and/or Columbus Day, secretaries shall observe the holiday. For purposes of this Article, schools are deemed to be closed only on those holidays when teachers are not required to report to work.

2. Secretaries shall receive all school holidays and days during any annual winter or spring recess when schools are closed.

C. Vacation

1. All secretaries who have been employed for one full year (July 1 to June 30) hired prior to Jan. 1, 1997 shall have the following vacation schedule:

<u>Years of service</u>	<u>Days</u>
1+ year	20 days

2. All secretaries who have been employed for one full year (July 1 to June 30) hired on or after Jan. 1, 1997 shall have the following vacation schedule:

<u>Years of service</u>	<u>Days</u>
1 to 5 years	10 days
6 to 12 years	15 days
13+ years	20 days

3. A secretary who in the year of hire is employed for less than the full year shall have his or her vacation pro-rated for that year on the basis of the percentage of the year for which he or she is employed.

4. Vacation shall be taken under the following conditions:

a. Vacation requests shall be submitted to the Superintendent or his designee for coordination and approval with two weeks prior written notice.

b. No more than two personnel may schedule vacations at the same time without the approval of the Superintendent.

c. Vacation cannot be scheduled prior to or immediately following a school holiday unless approved by the Superintendent.

d. Vacation days cannot be scheduled prior to or immediately following a school recess unless approved by the Superintendent.

e. Up to fifteen days shall be scheduled during July and/or August. Five additional days may be scheduled during the school year. Vacation days may not be scheduled immediately prior to or after a scheduled school recess nor to be used on both a Friday or Monday of a given weekend. No more than two vacation days shall be scheduled consecutively.

D. On one regular in-service day for teachers, the district shall provide a minimum of a half-day, in service program for secretaries.

ARTICLE XV

TEACHER WORK DAY

A.. It is hereby acknowledged that the teacher work day is as follows in the individual schools:

SCHOOL

TEACHER WORK DAY

Mountain Way School

6 hours and 40 minutes

Borough School

6 hours and 45 minutes

The above includes five minutes of non-student contact time added to the end of the teacher workday, beginning September 1, 2003. A teacher shall be permitted to leave when his or her students are dismissed on days when he or she has assigned after-school responsibilities to students (such as coaching), or, if he or she is an appointed or elected NEA, NJEA or MCCEA officer or board member, in order to attend meetings of such organizations which require performance of his or her duties as such officer or board member.

Teachers in each building will have the same work-day start and end times, except that the Instrumental Music Teacher will start a period's length plus five minutes earlier on the up to three days provided each week for early instrumental music instruction.

B. The regular Borough school schedule shall consist of a nine forty minute period day, eight of which shall be instructional. There shall be a three minute passing time between periods. The student day shall begin with an eight minute home room.

C. Non teaching periods.

1. Each teacher is entitled to a duty free lunch period of duration equal to the students standard lunch period.

2. Each teacher shall be entitled to a daily preparation period or periods as follows:

a. As in past practice, in grades 6-8 every effort shall be made to provide full time certified staff with ten (10) preparation periods per week.

b. In grades below sixth, at Borough School, whenever instruction is provided by a special subject teacher, with the exception of the designated Enrichment Teacher, or the Technology Coordinator (acting in that capacity and not as a Computer Class Teacher), the regular teacher shall not be required to participate in the classroom instruction, and shall use the time as a preparation period.

c. Every effort shall be made to increase the preparation time for the Special Education teachers to ten (10) periods per week.

3. At all grade levels, preparation time shall be used for professional responsibilities.

4. Teachers assigned to lunch or playground duty shall be compensated at the prorated hourly rate of \$40 per hour. The Board shall first seek to fill such assignments on a voluntary basis. In the absence of sufficient volunteers to fill any vacant position, the Board may either choose not to fill the position or may assign a teacher on a rotating basis, starting with the inverse order of seniority. A teacher shall not be eligible for an involuntary assignment to lunch or playground duty on any day where the assignment would deprive the teacher of his/her sole preparation period or result in a duty-free lunch period of less than twenty (20) minutes.

CUSTODIAL WORK DAY

A. The work day shall be 8 hours including a 1/2 hour paid lunch or dinner break scheduled by the district supervisor. The break must be taken on the school premises.

B. Hourly Rates and Overtime Payments

1. All overtime assignments and duties must be assigned and approved by the Business Administrator or his designee prior to an employee's assuming such extra hours. Administration retains the right to assign overtime work. The Administration shall establish and maintain an overtime rotation roster for custodial unit employees, in the order of seniority. Subject to the employee's availability, and provided the employee is qualified to work the particular assignment, the Administration will assign available overtime work according to the roster, such that the first overtime assignment will go to the employee at the top of the list. That employee's name will then move to the bottom of the list, and the second employee on the list will move to the top of the roster and receive the next overtime assignment for which the employee is available and qualified. In the event the

Administration is unable to contact the employee, or the employee is otherwise not available for the assignment or declines the assignment, he shall move to the bottom of the list as though he had worked the assignment. In the event an employee is not qualified for the assignment, he shall remain in the top position on the list until he has received an assignment for which he is qualified. In the event of an emergency, the Administration retains the right to immediately assign overtime work to any employee without regard to the overtime rotation list. All custodians shall be deemed qualified to do work that is regularly assigned to a custodian.

2. Support staff members shall receive overtime at the rate of one and one-half times their regular hourly rate for all hours worked in excess of forty(40) hours per week. "Hours worked" shall be defined to mean all time in which the employee is actually working and shall not include any contractual time off, including personal days, holidays, vacations, etc.

3. When a custodian is recalled to work, said employee shall receive a minimum of two (2) hours pay at the overtime rate, so long as said recall is not contiguous within the employee's regular work day.

4. Any custodian called in to work on a scheduled holiday shall be paid at the rate of time-and-a-half for work on that day and shall not be required to meet the 40-hour requirement in B.2 above.

SECRETARY WORK DAY

A. The work day shall be 7 1/2 hours including an 1/2 hour unpaid lunch when school is in session. When school is closed for the summer the workday is shortened by thirty (30) minutes.

B. Hourly Rates and Overtime Payments

1. All overtime assignments and duties must be assigned and approved by the Superintendent or his designee prior to an employee's assuming such extra hours. Administration retains the right to assign overtime work.

2. Support staff members shall receive overtime at the rate of one and one-half times their regular hourly rate for all hours worked in excess of forty(40) hours per week. "Hours worked" shall be defined to mean all time in which the employee is actually working and shall not include any contractual time off, including personal days, holidays, vacations, etc.

3. When a secretary is recalled to work, said employee shall receive a minimum of two (2) hours pay at the overtime rate, so long as said recall is not contiguous within the employee's regular work day. Administration may require secretaries to work up to five schedule school days on an as needed basis.

ARTICLE XVI

PROFESSIONAL ADVANCEMENT

A. COURSE REIMBURSEMENT

In order to encourage excellence and professional competence the Board shall reimburse any certificated teacher and non-certificated secretary for courses which have been approved by the Superintendent of Schools, subject to the following conditions:

1. A maximum of 9 credits during each contract year (July 1 - June 30) will be approved for reimbursement for each eligible teacher. A maximum of six credits during each contract year (July 1 to June 30) will be approved for reimbursement for each secretary.

2. A grade of "B" or better must be earned by the employee in any course to be considered for reimbursement.

3. Courses required for State certification will not be eligible for reimbursement nor courses required for employment of secretaries.

4. Summer courses shall be reimbursable only if the employee returns to work in the Morris Plains School District in the school year following such college attendance.

5. All other courses are reimbursable if the applicant is a employee at the time of completion of the course.

6. For certificated staff, reimbursement for the tuition charged is based on the state school average. The state schools to be used in figuring the average are: Montclair State, Kean, Trenton State, William Paterson, Rutgers and Jersey City State. For non-certificated staff (secretaries) there shall be full tuition reimbursement.

7. The employee shall attempt to make application for course approval prior to the inception of the course, and must have notified the Superintendent of the intent to seek reimbursement immediately upon registration for the course.

8. This provision shall be effective for new employees on the date their employment begins and for all other employees it shall be effective retroactively to July 1, 1987.

9. All MA+ courses for movement on the salary guide must be graduate level credits, with a "grandfather" clause for earned undergraduate credits, as of June 30, 1993.

10. Undergraduate credits earned above the Master level after June, 1993, will be eligible for reimbursement but not for salary guide movement.

B. ADDITIONAL COURSES AND OTHER TRAINING OPPORTUNITIES

The Board may, upon recommendation of the Superintendent of Schools, offer courses and other training opportunities in addition to the in-service

training specified in Article XIV A. Such opportunities will be subject to the following conditions:

1. No more than two courses/training opportunities will be offered in any one school year.
2. All courses will be held after school hours.
3. A sufficient number of employees must apply before final determination is made regarding whether a course will be scheduled.
4. Credit will be offered to teachers upon satisfactory completion of each course to be applied to the salary guide contained in Article IV of this agreement. College extension credits will not apply.
5. The number of credits shall be recommended by the Superintendent of Schools and approved by the Board in accordance with the following:
 - a. Up to and including fifteen class hours - One equivalent credit;
 - b. Sixteen to thirty class hours - Two equivalent credits.
6. Enrollment by any teacher in courses/training opportunities offered pursuant to this Section is voluntary and does not constitute a limitation of Paragraph A.1. of this Article.

C. PROFESSIONAL DEVELOPMENT GRANT

1. To encourage superior performance of the professional staff, the Board shall make available a grant providing support for innovative and creative contributions to the education program of the Morris Plains Public Schools. Approved grants shall be as follows:

\$1,000.00 grant for the purpose of an independent study project to be approved in advance by the Board of Education, not to exceed five grants.

2. Approval of the grants shall be based upon:
 - a. comprehensive project proposal
 - b. needs of the District
 - c. The availability of budgetary funds, however once the budget has been approved by the public and the formal awarding of the grant has been completed, it shall not be rescinded except for the provisions of Subsection 8 of this Article.
3. Applications for such grants shall be made before November 1 prior to the year for which such grant will be awarded. Such application shall be made upon a form furnished by the Board.

4. Applicants shall agree to abide by all conditions determined by the Board to govern such grants.

5. As a condition to being awarded a grant, teacher shall enter into a contract to continue in the service of the Morris Plains Public Schools for a period of at least two (2) years after the school year in which the grant is completed. Failing to continue in service, the teacher (not the Association) shall repay to the Board the entire amount of the grant.

6. Not more than two teachers shall receive grants for the same year. In awarding such grants due consideration shall be given to the reasonable and equitable distribution of the applicants among the different schools. Approved applicants shall be notified by April 15. If, after being awarded a grant, the teacher withdraws the request for such grant, and if there is an additional qualified candidate who has been granted "waiting list" status, the candidate shall be awarded that grant. Once awarded, a grant shall not be rescinded unilaterally except in the event of a budget defeat or in accordance with the provisions of Subsection 7.

It is recognized by the Board and the Association that the date upon which the initially approved teacher withdraws the request may have an impact on how successfully the Board of Education can award the grant to another teacher.

7. If more than two teachers of the system shall apply for the grants, selection shall be made on the basis of benefits to the school system. At all times the needs of the school system as a whole shall be paramount.

8. Such grants may be rescinded by the Board at its discretion at any time during the year for which it is granted when in the judgment of the Board the conditions under which it was granted are not being met.

D. STAFF IMPROVEMENT

1. Any member of the teaching staff who has not taken a college graduate level course within the previous four years of any school year covered by this Agreement, shall be eligible for an encouragement grant of \$150.00 (per three credit course) on the successful completion of 6 credits of a college level course (undergraduate or graduate), private tutorial course or district level course. The course work for the encouragement grant shall be completed within a two (2) year period. Upon completion of the 6 credits within a two (2) year period, a teaching staff member may apply for one (1) additional encouragement grant.

2. Teachers may be reimbursed for the costs of workshops/seminars outside of the regular school hours. Said approval of these workshops/seminars will not be considered for advancement on the salary guide.

These requests are to be related to the staff member's job function and will be granted only with prior written approval of the Superintendent of Schools whose decision is final.

ARTICLE XVII

TEACHER/BOARD RELATIONS

A. It is hereby agreed between the Parties that teachers are engaged in professional employment, that teachers expect to and do perform a service and that therefore:

1. Classroom duties during school hours do not constitute all their professional duties or responsibilities.

2. In order to communicate with the Administration on areas of concern to the employee, an Employee Administration Liaison Committee and Instructional Council shall be created.

Association appointed representatives to the committees shall meet with the Superintendent and/or designees during the school year outside of class hours (with the exception of the Instructional Council) to review, discuss and advise on matters which shall include, but not necessarily be limited to the following: employee evaluation, curriculum, textbooks, school calendar, assignments and duties of teachers, and administrative procedures. The first meeting shall be in the Fall.

These Committees shall, in no way, be construed to be a grievance committee or to have any jurisdiction in the processing of employee grievances.

3. A reasonable effort will be made by the Administration to eliminate non-professional, non-teaching duties for a teacher, it being recognized, however, that during emergencies any duties which are necessary for the good of the educational program will have to be carried out by the teacher.

ARTICLE XVIII

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information - The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the District, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated teachers, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Exclusive Rights - The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representatives of the bargaining unit members, and to no other organization.

ARTICLE XIX

GRIEVANCE PROCEDURE

A. The Board and the Association recognize that misunderstandings and disagreements may arise with respect to interpretation and application of rules, regulations and policies of the Morris Plains Public Schools, duties and responsibilities of employees and the provisions of the Morris Plains Board of Education/Morris Plains Education Association Agreement and, therefore, the Board and the Association agree and hereby adopt the following grievance procedure.

B. Definitions:

1. The term "grievance" means a complaint by any employees, as defined in Article I, Paragraph I, that there has been an inequitable, improper or unjust application, interpretation or violation of the written Agreement, policies, Administrative decisions, statutes or regulations which affect terms and conditions of employment.

a. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a non-tenured teacher.

2. In matters where the Board is without authority to act.

3. In matters involving the sole and unlimited discretion of the Board.

b. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

c. The term "Party" means the aggrieved employee, immediate superior, the school Principal or any staff member below the Superintendent who may be affected by the determination of the Administration or Board, in connection with the procedure herein established.

C. If any employee subject to this Agreement shall be aggrieved by such misunderstanding or disagreement, he/she shall be deemed to have a grievance which shall be resolved as herein set forth.

D. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any Party in interest, any member of the Morris Plains Education Association by any other participant in the grievance procedure by reason for such participation.

E. Any employee may discuss any matter informally with any appropriate member of the School Administration. An aggrieved employee may present a written grievance and process it through the various steps of the grievance procedure by the individual or at that individual's option, through an educational representative selected by that individual. Where an aggrieved employee is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure.

F. In the event that a grievance is not resolved informally as suggested by Section E, the following procedure will pertain:

Step 1 - The aggrieved employee may present the grievance within twenty (20) days of the aggrieved incident in writing to the employee's immediate Supervisor who shall render a decision in writing to the employee within five (5) school days after the receipt of the grievance.

Step 2 - In the event that the grievance is not resolved at Step 1, the aggrieved employee may, within five (5) school days after receipt of such written decision, submit to the Superintendent of Schools a written request for review of the grievance. The Superintendent shall meet with the aggrieved employee and the employee's representative, if any, and a representative of the Association, if any, within five (5) school days after receipt of such written request. The Superintendent shall at such meeting seek to secure all information pertinent to the grievance and shall render a decision in writing to the employee no later than ten (10) school days after such meeting.

Step 3 - In the event that the grievance is not resolved at Step 2, the aggrieved employee may, within five (5) school days after receipt of such written decision, submit to the President of the Board a written request for review of the decision of Step 2. The Board shall within thirty (30) school days after receipt of such written request, hold a hearing and issue a written decision although at the option of the Board such hearing may be held by a Committee of Board members. The hearing shall be attended only by the aggrieved employee, the employee's representative, if any, representatives of the Association, if any, members of the Administration of the School System who were involved at the previous steps of the grievance proceeding, the Board Secretary and the Board Counsel and such persons as may be called by the aggrieved employee or by the Board and the School Administration to present information pertinent to the grievances. Either the aggrieved employee or the Board may cause a neutral party to take a stenographic record of said meeting with copies to both Parties at the expense of the Party requesting it.

Step 4 - (a) If the aggrieved person is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within thirty (30) school days after the grievance was delivered to the President of the Board, the employee may, within fifteen (15) school days after a decision by the Board or thirty (30) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the Agreement between the Board and the Association. The arbitrator shall have no authority to rule on grievances which concern the interpretation, application, or alleged violations of Board policies and Administrative decisions, or of statutes and regulations setting terms and conditions of employment.

(c) Within ten (10) school days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

If the Parties are unable to agree upon an arbitrator to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either Party. The Parties shall then be bound by the rules and procedures of the American Arbitration Association.

(d) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the Board and the Association. The decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the Parties.

(e) The cost of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne entirely by the Party which loses the arbitration case.

G. Time Limits - Because it is important that grievances be processed promptly, the time periods provided for in the various steps of the grievance procedure shall be considered as a maximum unless extended by mutual agreement. The Board and the Association shall make every effort to expedite the resolution of any grievance pending at or near the end of a school year where the failure to resolve such grievance prior to the end of the school year may adversely affect the aggrieved employee.

H. Group Grievance - Any grievance which is common among a group or class of aggrieved employees may be presented in writing by a representative selected by them, to the next level of authority at Step 2 without first having been processed through the previous steps of the grievance procedure. Such group grievances shall be processed at Step 2 and thereafter in accordance with the procedures set forth above.

I. Meetings and hearing held pursuant to the foregoing grievance procedure shall not be conducted in public.

ARTICLE XX

MISCELLANEOUS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications shall continue in full force and effect.

B. Any individual contract between the Board and the individual employee, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement and to the appropriate laws, shall be subject to the provisions of Title 18A of the New Jersey Statutes, and the rules and regulations of the State Department of Education, and any other appropriate governmental authority. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the School System shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

D. Copies of this Agreement shall be prepared at the joint expense of the Board and the Association within thirty (30) days after the Agreement has been signed and presented to all persons subject to this Agreement presently employed or hereafter employed.

E. Whenever any notice is required to be given by either of the Parties of this Agreement to the other, pursuant to any of the provisions of this Agreement, either Party shall do so by telegram or certified mail to the following addresses: If by the Association, to the Secretary of the Board at the Morris Plains Borough School, 500 Speedwell Avenue, Morris Plains, New Jersey 07950. If by the Board, to the President of the Association, at the President's assigned school.

F. Nothing contained herein shall be construed to prevent the normal exchange of ideas, suggestions, and attitudes to foster the providing of quality education for the youth of the Morris Plains School District.

G. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. This provision shall apply to terms and conditions of employment mentioned elsewhere in this Agreement.

H. Whenever any employee is required to appear before the Board or any appointed committee of the Board concerning any matter which could adversely affect the continuation of that employee in the office, position or employment or the salary or any 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 representative of the Association present for advice. Any suspension of an employee shall be with pay until charges are filed by the Board.

I. All teachers shall be given written notice of their tentative assignments for each school year regarding class, subject, building, and room assignments no later than the preceding June 1, or the date of hiring whichever is later. The teachers affected by such change shall be notified promptly and in writing. Other employees shall be given written notice of the tentative assignments for each school year regarding building and work shift, if applicable. These notices shall be received no later than the preceding June 1, or the date of hiring. Such assignments are subject to individual changes.

J. Teachers are required to remain after the regular student dismissal time, without additional compensation, for the purpose of attending general faculty meetings, articulation meetings and special education meetings not involving review concerning specific classified students. Such meetings shall be as determined and scheduled by the Building Administration, but shall be limited to one per week and four per month. Every effort shall be made to limit meetings to one hour in length. Participation in other meetings, including but not limited to SRC, shall be on a voluntary basis.

K. Teachers are required to be available for the purpose of holding parent conferences at a time mutually agreed to by the parent and teacher.

L. The Board or its designee shall make a reasonable effort to advise its certificated teachers of vacancies and newly created positions for which certification is one of the requirements, and shall furthermore fairly consider applications by any of its certificated teachers for such vacancies and positions.

M. Teachers employed for curriculum study and revision or in any similar professional capacity during the period will be paid at the rate of thirty-two (32) dollars per hour commencing in the summer of the 1996/97 school year.

N. In the event that a non-tenured teacher is not retained, the teacher shall have the right to fully review and discuss the matter the Superintendent, and shall be entitled to have representative(s) of the Association present.

O. In the event any non-tenured certificated member of the Association is not to be re-employed in the following year(s), the Board will notify the appropriate personnel as required by law.

P. Any tenured teacher of the Association who is not to be re-employed, that is, not to return in any capacity to the Morris Plains Public School System due a reduction-in-force shall:

1. Be given no more than four school days off, at full pay, for the sole purpose of seeking employment elsewhere.

2. Receive 30 days termination pay within 15 days after the end of the contract year in which notice of non-re-employment was given.

3. Be offered the opportunity to have hospitalization and medical coverage, as provided in Article VII of this Agreement, converted to an individual plan and the Board will pay 50% of such coverage for one (1) year from the date of termination. Such coverage shall not exceed that which was in existence during the contract year in which notice of non-re-employment was given and shall be discontinued when a member is eligible to be covered by another employer's plan.

4. Be given full credit for all sick leave that had been accumulated prior to termination if he or she is re-employed by the Morris Plains Board of Education within one year of termination.

5. If re-employed by the Morris Plains Board of Education within one year of termination be placed on the salary guide in the same column and step at which he or she would have been if he or she had not been terminated.

6. Be given preference for substituting, remedial and home instruction within the District for one (1) year.

7. Be offered the opportunity to have the non-contributory life insurance plan converted to an individual plan and of the same amount that existed at the time of termination and the Board will pay the full premium for one year.

Q. Probationary Period

1. As of January 1, 1997, newly hired custodians and secretaries and those hired after a break in continuous service will be regarded as probationary employees for the first ninety (90) days worked.

2. The services of new employees may be terminated upon one week's notification by either the employer or the employee. Any employee terminated for any reason during the probationary period shall not have recourse to the grievance procedure. The Board shall have no responsibility for the re-employment of a newly hired probationary employee if he is terminated during the probationary period.

3. Probationary employees will not be eligible for paid vacation days, sick days, or temporary leave days during the 90-day probationary period. Upon successful completion of probationary period, entitlement shall be calculated from the first day of employment.

R. The Board will pay up to four (4) teachers who serve on the Local Professional Development Committee the sum of Five Hundred Dollars (\$500) each for each year of such service, pro-rated for any portion thereof.

ARTICLE XXI

REPRESENTATION FEE

A. PURPOSE OF FEE

1. If an employee does not become a member of the Association during any membership year, from September 1, to the following August 31, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

1. **Notification:** Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non members will be determined by the Association in accordance with the law.

2. **Legal Maximum:** In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fees should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of change.

C. DEDUCTION AND TRANSMISSION OF FEE

1. **Notification:** Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. **Payroll Deduction Schedule:** The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) 10 days after receipt of the aforesaid list by the Board; or (b) 30 days after the employee begins employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non bargaining unit position or was on layoff, in which case the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment: If an employee who is required to pay a representation fee terminates employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes: the Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

D. INDEMNIFICATION OF THE BOARD

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this article.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be signed by their respective Presidents and attested by its Secretaries, all on the day and year first above written.

MORRIS PLAINS BOARD OF EDUCATION

ALICE COLLOPY, PRESIDENT

MICHAEL BARRELLA, SECRETARY

DATED

MORRIS PLAINS EDUCATION ASSOCIATION

PRESIDENT

SECRETARY

DATED

SCHEDULE A-1
TEACHING STAFF SALARY GUIDE, 2005-2006

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45	MA+60
1	41,921	42,283	43,568	44,791	46,334	47,389	48,725
2	42,221	42,583	43,868	45,091	46,634	47,689	49,125
3	42,521	42,883	44,168	45,391	46,934	47,989	49,525
4	43,096	43,301	44,943	46,236	47,784	48,830	50,040
5	44,036	44,266	45,718	47,217	48,970	50,130	51,525
6	45,001	45,416	46,718	48,210	50,209	51,530	53,075
7	45,916	46,566	47,718	49,303	51,555	53,030	54,990
8	46,556	47,716	48,718	50,530	52,901	54,630	56,900
9	47,736	48,866	49,918	51,977	54,247	56,330	58,851
10	48,986	50,016	51,118	53,497	55,593	58,166	60,811
11	50,236	51,166	52,818	55,197	57,460	60,066	62,771
12	51,486	52,766	55,258	57,498	59,442	62,476	64,731
13	53,261	54,986	57,758	59,998	61,911	65,822	67,112
14	55,101	57,306	60,258	63,339	64,487	67,787	69,637
15	56,941	59,626	62,758	65,524	67,063	69,753	72,162
16	58,818	61,946	65,436	67,709	69,639	72,103	74,687
17	60,813	64,266	67,715	70,044	72,297	74,782	77,212
18	62,808	66,586	70,215	72,379	74,957	77,642	79,737
19	64,803	68,775	72,615	74,714	77,617	80,102	82,300
20	66,876	71,073	74,849	77,377	79,977	82,283	84,698
21	69,962	73,934	77,803	80,392	83,042	85,399	87,842
22	72,766	76,795	80,757	83,407	86,107	88,515	90,986
23	75,570	79,656	83,711	86,422	89,172	91,631	94,130
24	78,374	82,517	86,665	89,437	92,237	94,747	97,274
25	81,180	85,378	89,618	92,454	95,300	97,862	100,417

SCHEDULE A-2
TEACHING STAFF SALARY GUIDE, 2006-2007

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45	MA+60
1	43,318	43,703	44,976	46,315	47,881	48,857	50,212
2	43,618	44,003	45,276	46,615	48,181	49,157	50,512
3	43,918	44,499	45,576	46,915	48,481	49,457	50,812
4	44,333	44,995	46,281	47,688	49,215	50,616	51,652
5	45,288	45,583	47,071	48,611	50,330	51,990	53,352
6	46,243	46,818	48,181	49,626	51,726	53,511	55,152
7	47,198	48,053	49,467	51,067	53,269	55,032	57,102
8	48,153	49,288	50,764	52,508	54,828	56,632	59,102
9	49,158	50,523	52,062	53,949	56,402	58,332	61,342
10	50,176	51,758	53,360	55,484	57,976	60,132	63,582
11	51,194	52,993	54,658	57,019	59,550	62,032	65,822
12	52,781	54,331	56,658	59,222	61,170	64,282	68,062
13	54,368	56,025	58,702	61,527	63,200	66,532	70,302
14	56,168	58,225	60,912	63,882	65,480	68,532	72,542
15	57,968	60,425	63,412	66,347	67,943	71,232	74,782
16	59,968	62,725	65,912	68,812	70,406	73,732	77,022
17	61,968	65,175	68,412	71,277	73,089	76,232	79,262
18	63,968	67,625	70,912	73,742	75,772	78,732	81,502
19	65,968	70,075	73,412	76,207	78,455	81,232	83,742
20	67,968	72,525	75,912	78,672	81,138	83,797	86,086
21	70,086	75,377	78,934	81,709	84,251	86,891	89,267
22	73,068	78,229	81,956	84,746	87,364	89,985	92,448
23	76,068	81,081	84,978	87,783	90,477	93,079	95,629
24	79,323	83,933	88,000	90,820	93,590	96,173	98,810
25	82,583	86,954	91,191	93,857	96,703	99,268	101,992

SCHEDULE A-3
TEACHING STAFF SALARY GUIDE, 2007-2008

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30	MA+45	MA+60
1	44,790	45,192	46,560	47,894	49,485	50,611	52,116
2	45,090	45,492	46,860	48,194	49,785	50,911	52,416
3	45,390	45,792	47,160	48,494	50,085	51,211	52,716
4	45,740	46,501	47,660	49,344	50,919	52,161	53,537
5	46,723	46,878	48,580	50,194	51,875	53,251	54,928
6	47,706	47,973	49,643	51,154	53,296	54,751	56,738
7	48,716	49,268	50,935	52,519	54,724	56,251	58,578
8	49,802	50,568	52,317	53,919	56,238	57,851	60,578
9	50,888	51,868	53,811	55,535	57,787	59,551	62,578
10	51,974	53,168	55,351	57,221	59,341	61,351	64,816
11	53,060	54,533	56,551	58,943	61,051	63,251	67,116
12	54,562	55,986	57,751	60,665	62,951	65,251	69,416
13	56,099	57,439	59,937	62,732	64,851	67,351	71,716
14	57,689	59,130	62,337	64,886	66,751	69,751	74,016
15	59,308	61,207	64,737	67,401	69,047	72,536	76,316
16	60,927	63,429	67,137	69,916	71,410	74,936	78,616
17	62,947	65,879	69,537	72,431	74,046	77,336	80,916
18	64,972	68,329	72,037	74,946	76,682	79,736	83,216
19	67,002	70,829	74,537	77,461	79,390	82,236	85,516
20	69,032	73,329	77,037	80,091	82,115	84,736	87,916
21	71,062	76,328	80,143	83,152	85,341	87,951	90,721
22	73,260	79,327	83,249	86,213	88,567	91,166	93,932
23	76,482	82,326	86,355	89,274	91,793	94,381	97,143
24	79,804	85,325	89,461	92,335	95,019	97,596	100,354
25	84,126	88,524	92,765	95,398	98,244	100,809	103,565

TEACHER SALARY GUIDES STEP PROGRESSION

ON STEP	2004-05		2005-06	2006-07	2007-08
7.0	1	E	2	3	4
2.0	2	F	3	4	5
11.0	3	G	4	5	6
4.0	4	H	5	6	7
3.0	5	I	6	7	8
2.0	6	J			
2.0	7	K	7	8	9
2.0	8	L	8	9	10
1.0	9	M	9	10	11
2.0	10	N	10	11	12
	11	O	11	12	13
1.6	12	P			
1.0	13	Q	12	13	14
	14	R			
1.0	15	S	13	14	15
2.0	16	T	14	15	16
	17	U	15	16	17
2.4	18	V	16	17	18
1.0	19	W	17	18	19
4.0	20	X	18	19	20
1.0	21	Y	19	20	21
1.0	22	Z	20	21	22
	23	AA	21	22	23
	24	BB	22	23	24
	25	CC	23	24	25
	26	DD	24	25	
2.0	27	EE	25		
4.6	28	FF			
57.6					

SCHEDULE A-4

2005/2006 – 2007/2008 School Years

**MORRIS PLAINS SCHOOL DISTRICT
BOARD OF EDUCATION**

**Custodian Salary Guidelines
MPEA Members**

JOB CLASSIFICATION	HIRING CRITERIA	MIN	MID	MAX
Maintenance	5 + years in maintenance capacity. Competency in carpentry, plumbing, electrical, masonry, painting, and mechanics. H.S. graduate or technical school training.	34,500	45,500	56,500
Custodian	1 + years in a maintenance environment. H.S. or technical degree preferred. Proficient with materials, tools, techniques for assigned position.	25,000	36,000	47,000

New Job Classifications that are substantially different from those covered are to be established by the Superintendent of Schools.

SCHEDULE A-5

2005/2006 – 2007/2008 School Years

**MORRIS PLAINS SCHOOL DISTRICT
BOARD OF EDUCATION**

**Secretarial Salary Guidelines
MPEA Members**

JOB CLASSIFICATION	HIRING CRITERIA	MIN	MID	MAX
Principal's Office	2 - 5 years experience, some college or equivalent work experience. Computer literate: WP, spreadsheets, some independent decisions.	29,500	39,500	49,500
Child Study Team	2 + years experience, some college or equivalent experience in a statistical or educational environment. Medium to high-level computer literacy. Some independent decisions.	28,500	38,500	48,500
General / Clerical	1 - 2 years experience, H.S. degree or equivalent, computer literate.	25,000	30,500	36,000

New Job Classifications that are substantially different from those covered are to be established by the Superintendent of Schools.

Schedule A-6

HIRING LEVELS

MIN - MID: New employees' salaries should be in the MIN - MID level. For candidates who exceed the basic criteria and evidence high competency in previous positions, a starting salary can be offered at, or slightly below, the MID - level. A MIN salary would be offered to entry level candidates.

MID - MAX: MID - MAX spread is for existing employees as they move up the salary scale.

If, due to "Outstanding Credentials" a candidate is to be hired between the MID - MAX level, the salary shall not be more than 80 % of the MAX, that is, the range between MID - MAX.

**CLASSIFICATION
CHANGE:**

If an employee is moved up to a more responsible position, an increase of up to 5% may be granted.

Schedule B

Coaching Stipends

**Athletic Director:
(\$200 above Head Coach, Major Sport)**

School Years		
2005/2006	2006/2007	2007/2008
3,748	\$3,917	\$4,093

**Head Coach Major Sport
Years Experience
in Particular Sport**

	School Years		
	2005/2006	2006/2007	2007/2008
0	\$1,999	\$2,089	\$2,183
1	\$2,396	\$2,504	\$2,617
2	\$2,762	\$2,886	\$3,016
3	\$3,086	\$3,225	\$3,370
4	\$3,510	\$3,668	\$3,833

**Minor Sport or Assistant Coach
Years Experience
in Particular Sport**

	School Years		
	2005/2006	2006/2007	2007/2008
0	\$1,514	\$1,582	\$1,653
1	\$1,908	\$1,994	\$2,084
2	\$2,131	\$2,227	\$2,327
3	\$2,440	\$2,550	\$2,665
4	\$2,749	\$2,873	\$3,002

Schedule C

Extra Curricular Activities Advisor Stipends

Activity Stipend	School Years		
	2005/2006	2006/2007	2007/2008
Art Club	\$1,647	\$1,721	\$1,798
Beaver Dam	\$2,130	\$2,226	\$2,326
Dramatics	\$1,647	\$1,721	\$1,798
Eighth Grade Class Advisor	\$2,953	\$3,086	\$3,225
Instrumental Music Teacher	\$2,363	\$2,469	\$2,580
Media Crew	\$1,647	\$1,721	\$1,798
Photography Club	\$2,130	\$2,226	\$2,326
Safety Patrol	\$2,130	\$2,226	\$2,326
Student Council	\$2,823	\$2,950	\$3,083
Yearbook	\$2,130	\$2,226	\$2,326
Technology Club	\$261	\$273	\$285
Chess Club	\$261	\$273	\$285
Jazz Band	\$261	\$273	\$285

Schedule D

Coordinator and Middle School Team Leader Stipends

1. Bus Supervisor

One-half (1/2) hour per day @ hourly rate

	School Years		
	2005/2006	2006/2007	2007/2008
2. Middle School Team Leader	\$2,613	\$2,731	\$2,854

Team Leader will be selected by the Middle School team on an annual basis, subject to Administrative approval.

Schedule E

Co-Curricular Stipends

	School Years		
	2005/2006	2006/2007	2007/2008
Chaperone:			
6th Grade Environmental Trip	\$440	\$460	\$481
8th Grade Washington Trip	\$440	\$460	\$481
Consortium Advisor (per activity)	\$147	\$154	\$161

Addendum 1. - SUPPLEMENTAL TEACHERS

A. PAID LUNCH PERIODS

1. Commencing with the 1990-91 school year supplemental teachers who work in excess of one-half of the regular teacher's average work day of 6 hours 40 minutes (400 minutes), shall be entitled to a paid lunch period equal to one-half of the regular teacher's lunch period in the particular school in which that particular supplemental teacher works.

Example: Borough School lunch period is 46 minutes. A supplemental teaches in excess of 200 minutes per day shall be entitled to a lunch period of 23 minutes, which time shall be added to the total minutes the teacher works per day and be used in calculating the teacher's annual salary.

B. PAID PREPARATION PERIODS

1. Supplemental teachers shall be entitled to paid preparation time which shall be prorated based upon the length of the supplemental teacher's work day when compared with a regular teacher's work day (400 minutes).

Example: A supplemental teacher's work day is 3 periods (129 minutes).
$$\frac{129 \text{ minutes}}{400 \text{ minutes}} = 32.25\% \times 43 \text{ minutes} = 13.9 \text{ minutes}$$

The supplemental teacher shall be entitled to preparation time of 13.9 minutes.

C. PLACEMENT ON SALARY GUIDE

1. The initial placement of a supplemental teacher on the teacher's salary guide shall be established by giving each supplemental teacher a credit of one year on the salary guide for every two years the teacher has been employed by the Board as supplemental teacher.

Example: A supplemental teacher who has been employed by the Board for ten (10) years would be entitled to an initial placement on the teacher's salary guide at Step 5.

Example: A supplemental teacher who has been employed by the Board for four and one-quarter (4 and 1/4) years would be entitled to an initial placement on the teacher's salary guide at Step 2.

D. SALARY CALCULATION

1. A supplemental teacher will be paid an annual salary based upon the teacher's placement on the regular salary guide and will be compensated from report-in-time for all scheduled instruction time whether or not canceled because of student or parental cancellation or other administrative cancellation. Further, in calculating the total time worked by supplemental teacher, all required assignments, including attendance at back to school nights or parental conferences shall be considered as compensable scheduled time.

2. The initial annual salary of a supplemental teacher shall be calculated as follows using the following assumption(s):

District-wide average teacher work day 6 hours 40 minutes (400 minutes)
Teacher work year shall be 183 days.

Example 2-a:

A supplemental teacher commences employment at the beginning of the school year and is assigned to provide supplemental instruction to children for three (3) periods per school day.

$$(43 \text{ minutes} \times 3 \text{ periods} = 129 \text{ minutes per day}) \qquad 129 \text{ minutes}$$

Supplemental teachers shall receive prorata preparation time based upon the length of their work day when compared with a regular full-time teacher's work day.

$$\begin{array}{l} 129 \text{ minutes} = 32.25\% \times 43 \text{ minutes} = 13.9 \text{ minutes} \qquad \underline{14 \text{ minutes}} \\ 400 \text{ minutes} \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad \qquad 143 \text{ minutes} \end{array}$$

$$\begin{array}{l} \text{Scheduled supplemental time} \qquad \underline{143 \text{ minutes}} = \\ \text{District-wide average teacher time} \qquad 400 \text{ minutes} \end{array}$$

$$35.75\% \times 25,927 \text{ (Level D, Column BA Schedule A-1)} = \$9,269$$

Annual Salary \$9,269 (Beginning in September)

Example 2-b:

A supplemental teacher commences employment at the beginning of the school year and is assigned to provide supplemental instruction to children for five (5) periods per school day.

$$(43 \text{ minutes} \times 5 \text{ periods} = 215 \text{ minutes per day}) \qquad 215 \text{ minutes}$$

Supplemental teachers shall receive prorata preparation time based upon the length of their work day when compared with a regular full-time teacher's work day.

$$\begin{array}{l} \underline{215 \text{ minutes}} = 53.75\% \times 43 \text{ minutes} = 23.1 \text{ minutes} \qquad 23 \text{ minutes} \\ 400 \text{ minutes} \end{array}$$

Supplemental teachers who work in excess of one-half (1/2) of the regular teacher's average work day (400 minutes), shall be entitled to a one-half (1/2) paid lunch period (46 minutes) in the particular school in which that particular supplemental teacher works.

$$\begin{array}{l} \text{Lunch period } 46 \text{ minutes divided by } 2 = 23 \text{ minutes} \qquad \underline{23 \text{ minutes}} \\ \qquad 261 \text{ minutes} \end{array}$$

$$\begin{array}{l} \text{Scheduled supplemental time} \qquad \underline{261 \text{ minutes}} = \qquad 66.0\% \\ \text{District-wide average teacher time} \qquad 400 \text{ minutes} \end{array}$$

$$66\% \times \$25,927 \text{ (Level D, Column BA Schedule A-1)} = \$17,112$$

Annual Salary \$17,112 (Beginning in September)

Example 2-c:

Same facts as Example "b" except the supplemental teacher begins employment on October 1 of the school year and ends work on May 30.

$$\frac{\text{Days supplemental teachers scheduled to work}}{\text{Teaching days in school year}} = \frac{147}{183} = 80.3\%$$

$$80.3\% \times \$17,112 \text{ (Annual Salary)} = \$13,741$$

Annual Salary of \$13,741

E. ADJUSTMENT OF SUPPLEMENTAL TEACHER'S SALARY

1. Supplemental teachers' salaries shall be adjusted for increases or decreases in assignments in December, April and if necessary, in June of each school year.

Example (see Example 2-b)

In December of the school year the supplemental teacher's instructional time is increased to 6 periods per school day. Therefore, in December the supplemental teacher's salary would be recalculated as follows:

Teaching time (43 minutes x 6 periods = 258 periods per day)	258 minutes
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Preparation time

$\frac{258 \text{ minutes}}{400 \text{ minutes}} = 64.5\% \times 43 \text{ minutes} = 27.73$	28 minutes
--	------------

Lunch

<u>23 minutes</u>
309 minutes

School supplemental time $\frac{309}{400} = 77.25\% \times 25,927 = \$20,029$

Annual Salary \$20,029 (or \$2,002.90 per month beginning in December)

Example: (See Example 2-c)

$$80.3\% \times 20,029 = 16,083 \text{ (or 1,608.30 per month beginning in December)}$$

F. PARENT/TEACHER CONFERENCE TIME

Part-time supplemental teachers will be compensated for actual parent/teacher conference time as follows:

Example:

<u>School conference time 60 minutes</u>	x	per diem part-time supplemental teacher compensation
Average teacher time @ week 400 minutes		

$$\frac{60 \text{ minutes} \times \$90.67 \text{ } (\$16,593 \text{ divided by } 183 \text{ days})}{400} = \$13.60$$

\$13.60 would be payment to part-time supplemental teacher for conference time.

G. CONTRACTUAL BENEFITS

Supplemental teachers shall be entitled to receive all contractual benefits that are received by regular teachers except those benefits as may be specifically provided for differently in Sections A, B, C, D, E, and F in this Article.