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1988 - 92

AGREEMENT

of

TERMS AND CONDITIONS OF EMPLOYMENT

Besgen Cauring Board of Education of the View of the

The Board of Education of the Vocational Schools in the County of Bergen

and

The Bergen County Vocational-Technical Schools Education Association, Inc.

7/1/88 - 6/30/92

Bergen County Board of Vocational Education

Bart Talamini, President

Paul Calocino, Vice President

Richard Norman

Angelo Di Nome

Dr. M. Ray Kelly

Connie Giacomarro, Board Secretary

Dr. John Grieco, Superintendent

Evan S. Gillingham, Deputy Superintendent

Anthony Miller, Assistant Superintendent

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ARTICLE I

RECOGNITION OF ASSOCIATION

- A. The Board of Education of the Vocational Schools in the County of Bergen, New Jergey, hereinafter referred to as the Board, hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all non-supervisory professional personnel including micro-computer teachers but excluding managers and educational brokers. Educational brokers, however, who acquire a certificate shall immediately be included in this bargaining unit.
- B. The Association is the Bergen County Vocational-Technical Schools Educational Association, Inc.
- C. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees, represented by the Association in the negotiating unit as above defined.
- D. Individuals employed twenty hours or more per week and covered by this Agreement shall receive all benefits, terms and conditions of employment.

ARTICLE II

RECOGNITION OF AGREEMENT AND CERTAIN PREROGATIVES OF THE BOARD

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate any 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.
- B. The Board retains jurisdiction and authority over matters of policy and operations. It retains the right subject only to the limitations imposed upon it by law of the State of New Jersey and by the language of this Agreement, in taking whatever setions may

be necessary to carry out the mission of the school district. Should such said state law change during the period of this Agreement, non-directory changes in such law shall not operate as a change in the terms of this Agreement which shall govern.

- C. The Board in accordance with existing state law and state administrative code may:
 - Hire, promote, transfer, assign and retain teachers in positions within the school district.
 - 2. Abolish any position or positions for reasons of economy or because of reduction in the number of pupils or a change in administrative or supervisory organization of the district or for other good cause. Should it become necessary to abolish a position, seniority shall be recognised and the "standards for determining seniority" shall be as provided in the New Jersey Administrative Code, Title 6:3-1.10, Supp. 3-31-73.
- D. No lockout of teachers shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, support, or suggest any strike, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, disruptive picketing, or any other similar actions, which would involve suspension of, or interference with the normal work of the Board.

In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such duties. Non-disruptive picketing in appropriate instances before or after school hours shall not be deemed a violation of this Agreement.

E. The parties agree to follow the procedures set forth in this Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted. If, after such procedures have been followed, a question remains unresolved, other avenues may be utilized in exercising rights in accordance with due process of law.

ARTICLE III TEACHER RIGHTS

- A. The Board hereby agrees that all teachers shall be afforded those rights granted by the New Jersey Employer-Employee Relations Act of 1968 and 1974, and amendments thereto.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- C. No teacher shall be prevented from wearing identification of membership in the Association or its affiliates, except that all teachers shall, in this regard, observe reasonable standards of decorum and good tasto.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association with those documents required by law to be made available for inspection and copying pursuant to the Right-to-Know Law, based upon a specific written request for an item by the Association and further that the cost of copying any such information shall be paid for by the Association according to a fee schedule to be established by the Board.
- B. The Association, upon advance request, shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. The cost for this use will be set by the Board according to a fee schedule. Any dispute concerning costs assessable to the Association under this paragraph shall be resolved by the Association first paying any reasonable amount stated by the Board and thereafter, if necessary, submitting such disputs for resolution by arbitration or any other procedure agreed to by the parties.

- C. The Association shall have, in each school building, adequate use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the central office of the school district for Association notices.
- D. The Association shall have the right to use the interschool mail facilities and school mail boxes provided, however, that school mail shall have priority. Also, this is limited to mail only and not packages.
- E. The President of the Association, or his officer-designee, will be granted a total of five (5) days or equivalent annually for official Association business. Additional time may be granted at the discretion of the Superintendent. Adequate prior notice on the request for leave form, except in case of emergency shall be submitted to the Superintendent's office. Emergency situations shall be determined by mutual consent of the Superintendent and Association President.
- F. The Board shall permit a faculty representative designated by the Association in each building to perform his/her functions before school begins, after school ends, or during lunch period, as Association representative in the enforcement of this Agreement, except that such functions shall not interfere with the normal operations of the school district, nor shall they interrupt instruction in any of the classrooms in the building.

These functions shall not conflict with any regular assigned duties and approval of the principal of the building must be obtained.

ARTICLE V GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A grievance shall be defined as the right of an employee or the Association to prosecute an appeal over the interpretation, application, or violation of policies, agreements or administrative decisions affecting them. However, the term "grievance" shall not apply to any matter which:

- (2) method of review is prescribed by law or State Board Rule having the force and effect of law, or
- (b) the Board of Education is without authority to act or
- (c) a complaint of a non-tenured teacher which orises by reason of his/her not being reempl—d. As used in this definition, the term "employee" shall mean also a group of employees having the same grisvence.

The only grievance which may be arbitrated are those alleging that there has been a violation of this Agreement. All other grievances, which are not subject to arbitration, shall terminate at Board level.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve this claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

The filing of any grievance shall be restricted to forty-five (45) calendar days from the alleged occurrence. In the event that the forty-fifth (45th) day falls on a weekend or holiday, the forty-fifth (45th) day will be deemed to be the next school day. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time kimits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

A teacher with a grievance shall first discuss it with his/her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation to the Superintendent, he/she may file the grievance in writing with the Board of Education.

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he/she may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it shall submit the grievance to arbitration.

- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the 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 or 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.
- (c) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provision of Section C.6 (b) of this Article.
- (e) All costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of a hearing room, if any, shall be paid as follows:

In the event that the Association does not support a grievance neither the Association nor the Board shall be obligated to pay any costs in arbitration. If the Association supports a grievance all of the costs of arbitration referred to above shall be borne equally by the Board and the Association. The Association shall notify the Board in writing as to whether or not it supports a grievance at the initiation of Level Two of this grievance procedure.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option by representative(s)

selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisels of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels Two and Three of the grievance procedure, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6(c) of this Article.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants unless by mutual agreement of the parties.

4. Forms

Forms for filing grievances, serving notices, taking

appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE VI SALARY GUIDE REGULATIONS

- A. The salaries for all teachers covered by this Agreement shall be as set forth on Schedule A (1989-90), Schedule B (1990-91), and Schedule C (1991-92).
- B. The salaries for Extra-Curricular Activities shall be set forth in the Extra Duty-Pay Schedule D. (Advisors) Schedule E. (Athletics).
- C. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- D. Teachers may individually elect to have a portion of their monthly salary deducted from their pay. These funds, including interest accrued, less administrative costs, if any, shall be paid to the teacher or his/her estate, in accordance with the options available at a bank to be selected by the Board.
- E. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paycsecks on the last previous working day.
- F. Teachers shall receive their final checks (including those for extra-curricular activities) on the last working day in June, providing that the Principal or Administrative Supervisor verifies all assignments have been completed.
- G. The salary guide shall provide for five salary classi-

fications with five separate columns defined as follows:

In determining eligibility for each of the following salary classifications, approved in-service credits may not exceed ½ of the column heading requirements. NOTE: Shop teachers who earn a degree are limited to five in-service credits per column.

- Column I: Academic teachers having a Bachelor's Degree or shop teachers having substandard certification, or alternate route candidate. If a teacher becomes eligible for regular certification on or before Setpember 1, the teacher will be reclassified to reflect their degree status, (Four year training level).
- Column II: Academic teachers having a Bachelor's
 Degree plus 15 approved graduate or
 in-service credits or shop teachers having earned 36 approved college or inservice credits above regular certification.
- Column III: Academic teachers having a Bachelor's

 Degree plus 30 approved graduate or
 in-service credits or shop teachers having a Bachelor's Degree or 128 approved college or in-service credits and
 holding a regular teaching certificate.
- Column IV: Academic teachers having a Master's

 Degree plus 15 approved graduate or
 in-service credits or shop teachers having a Bachelor's Degree plus 15 approved graduate or in-service credits or
 143 approved college or in-service credits
 and regular certification.
- Column V: Academic teachers having a Master's
 Degree plus 30 approved graduate or
 in-service credits or shop teachers having a Bachelor's Degree plus 30 approved graduate or in-service credits or
 158 approved college or in-service credits
 and regular certification.
- H. Each year teachers will be issued contracts based upon their college degree, approved college credits and/or approved in-service credits carned as of the

date of the issuance of the degree, certification, college credits or in-service credits.

Staff members shall submit to, the Superintendent a request for approval in advance of any undergraduate, graduate, or in-service course work. No person employed prior to 7/01/84 shall suffer any reduction in salary guide placement as a result of this provision. Credit for in-service course work for salary guide advancement purposes shall be granted for courses taken subsequent to 7/01/85 with the exception of computer programming courses taken in the district during summer 83 or 84. It shall be the respon-sibility of each teacher to submit to the Superintendent on or before March 1 of each year, a request for salary reclassification for the subsequent year, together with an official transcript for all credits taken to date and copies of certificates which will verify satisfactory completion of any inservice courses where salary guide credit has been granted. Any teacher who earns degree, college credits or inservice credits subsequent to that time which may advance him/her to the next higher column on the salary guide shall submit a written request to the Superintendent with official documentation as heretofore described no later than September 1.

1. Contract Salary Adjustment

- (1) Whenever a teacher during the term of this Agreement holds an emergency certificate, or provisional certificate, for the subject area which he/she is teaching is scheduled to teach fulltime morning and afternoon classes with no scheduled planning period, he/she shell receive a contract salary adjustment of \$72.50 per month not to exceed \$725.00 annually.
- (2) Whenever a teacher during the term of this Agreement holds a permanent or regular certificate for the subject area which he/she is teaching is scheduled to teach full-time morning and afternoon classes with no scheduled planning period, he/she shall receive a contract salary adjustment of \$235.00 per month not to exceed \$2,350,00 annually.

In the event that a teacher who presently receives a "contract salary adjustment," in lieu of a planning period, is transferred to a position/assignment which provides a scheduled planning period there shall be no

reduction in salary. If a shop teacher is appointed to an educational services position, he/she shall continue to receive a contract salary adjustment at the same rate as all other fully certified shop teaching. However, the teacher will now be classified as an "academic" teucher and must meet academic salary guide requirements to be eligible for salary guide column advancement.

- J. Initial salary guide placement shall be determined by the Superintendent based upon degree and/or certification status together with the criteria as set forth in paragraphs "K through M."
- K. Salary step credit may be allowed for approved and appropriate full-time teaching elsewhere on the basis of year-for-year credit on the salary guide exclusive of private school employment.
- L. Up to four (4) years of salary guide credt, and longevity credit, for military service shall be granted in accordance with the provisions of applicable law.
- M. Year for year salary step credit may be allowed for approved and appropriate full-time occupational experience to teachers certified to teach vocational-technical shop subjects.
- N. Non-tenured teachers shall be notified in writing no later than April 30 of their status for the following school year.
- O. Teachers who work beyond the in-school teacher work year in a teaching capacity which is an extension of the regular school year teaching assignment shall be compensated on a pro-rate basis of their regular ten (10) month annual salary rate effective July 1.

Teacher, however, who work on special projects or grants, i.e., P.I.C. programs, or programs funded under the Carl Perkins Act shall be compensated in accord with the following:

13

Classes with 10 or less Special Needs students or 12 or less regular students:

Classes with greater than 10 Special Needs students or 13 or more regular students:

'28-89	\$24.50
189-90	\$25.00
'90-91	\$25.50
°01.92	\$26.00

per diem rate - based on 10-month teacher salary Educational Services staff shall be compensated at 33.00 per hour above the minimal wage scale as set forth above.

- P. The Board agrees to deduct from the salaries of its teachers dues for the Bergen County Vocational-Technical Schools Educational Association, Inc., the Bergen County Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with applicable laws and regulations. Said monies together with records of any collections shall be transmitted to the treasurer of the Bergen County Vocational-Technical Schools Educational Association by the 15th of each month following the monthly pay period in which the deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- Q. All teachers whose anniversary date of employment occurs on or before January 31 of any year shall be entitled to a full increment. All teachers whose anniversary date of employment occurs February 1 or thereafter of any year shall not be entitled to an increment. The same rule shall apply as it relates to the payment of longevity.

ARTICLE VII TEACHER WORK YEAR AND WORK DAY

A. Teacher Work Year

1. Length

The in-school work year for all teachers employed on a ten (10) month basis (other than new teachers who may be required to attend one (1) additional day for orientation) shall not exceed one hundred and eighty-three (183) days.

2. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Emergency Closings

Teacher attendance will not be required when school has been cancelled for students for any emergency. In the event of an emergency school closing, teachers will be required to make up the day(s), but in no event shall the number of teacher attendance days exceed one hundred and eighty-three (183), or one hundred eighty-four (184) for new teachers.

B. Teacher Work Day

1. Length of Day

The acher work day (including teaching time, duty time, preparation time and lunch time) shall not exceed:

Juvenile Detention Center/
Conklin Home 7 hrs. and 5 min.

2. Atypical Schedules

Teachers may be assigned atypical working hours in accord with all other conditions set forth in this Article.

Such assignment shall also be subject to the following conditions.

- Atypical assignments shall be the exception not the rule and shall be designed with the intent to save teaching positions.
- b. Atypical assignments shall be limited to Monday through Friday. Any seven hour period between 8:00 A.M. and 10:00 P.M. may be assigned; i.e., Monday - Wednesday - Friday 8:00 A.M. - 3:00 P.M., Tuesday - Thursday 3:00 P.M. - 10:00 P.M.
- c. The Board shall have the exclusive right to pass on the qualifications and expertise of teaching in determining which teacher shall be assigned to a position which deviates from the normal work schedule.
- d. No teacher may be assigned split schedules without the consent of the teacher.

3. Lunch

All teachers shall be provided with a duty free lunch per day.

4. Preparation Periods

All teachers except full-time shop teachers shall be provided with one (1) preparation period per day. Effective September 1989 teachers in the High School, English, history and science departments, who have three or more different teaching assignments will be granted two preparation periods and one duty period.

5. Faculty Meetings

All faculty or department meetings must be approved by the Principals.

Teachers may be required to remain beyond the regular work day without additional compensation for the purpose of attending one faculty or other professional meeting-conference per week. Such meetings or conferences shall begin as soon as possible after the student dismissal time, preferably within ten (10) minutes. Teachers may attend additional meetings on a voluntary basis.

The Principal shall use good judgment with respect to the length of such meetings and conferences.

ARTICLE VIII

ASSIGNMENTS

A. A teacher's full time teaching assignment is his/her regular schedule with the many non-classroom obligations normally associated with such an assignment. This may include sponsorship of one major extra-curricular activity and/or special duties as assigned by the Principal. Should compensation be provided for any such assignment in the extra duty-extra pay schedule approved by the Board, a teacher will be paid accordingly. The Board of Education reserves the right to make any changes to the master schedule so long as the aggregate number of minutes for student teacher contact is not increased and the length of periods are the same at all full-time schools in the district.

B. All teachers except shop teachers a normal weekly schedule includes: (periods to be a maximum of 42 minutes)

twenty-five (25 periods of classroom instruction (or equivalent as determined by the Superintendent of Schools);

ten (10) periods of assigned duty (or equivalent as determined by the Superintendent of Schools); five (5) preparation periods.

C. For shop instructors, a teaching load is scheduled as a full forty (40) periods per week unless changed by the Superintendent of Schools.

D. DUTIES

All references to duty assignments in this paragraph shall be effective on September 1989, or earlier if appropriate administrative arrangements can be made, and for the balance of this contract period.

- The Principals will refrain from assigning teacher to:
 - a. routine clerical tasks;
 - b. cafeteria duty for more than one marking period unless on a voluntary basis or unless there
 are insufficient teachers available during lunch
 periods for assignment. The Principal will
 rotate teacher schedules annually to the extent
 possible, so that the same teachers are not
 assigned cafeteria duty year after year.
- 2. The Principals may assign teachers one of the two duty periods daily to provide:
 - a) student remediation;
 - b) curriculum work.

Remediation assignments shall be restricted to two students per period. Faperwork associated with such a duty shall be limited.

Duty assignments may also include District recruitment or placement work when undertaken by mutual agreement.

In the event that a teacher is not assigned one of the above duties he/she will be assigned a traditional duty assignment.

E. Prior to the end of school, teachers will be permitted to see their teaching assignments as scheduled for the next year, and if there are any changes over the summer teachers will be notified as soon as possible.

- F. The Board will pay teachers assigned to approved extra duty positions as set forth in the Extra Duty-Extra Pay schedules as established and adopted annually by the Board.
- G. The Board may establish other extra duty positions to which teachers may be assigned with the understanding that such teachers will be allowed a set number of work period(s) per day so as to relieve them of normal teaching assignments.
- H. Any teacher interested in applying for any of the above mentioned positions should make his/her interest known to the Assistant Superintendent in writing.
- Any position which becomes vacant in the course of the year or which will be vacant the following year shall be posted for a reasonable amount of time with suggested qualifications. This includes summer positions, evening school and special assignments.
- J. Nothing contained herein shall be construed to waive the prerogatives of administrators and/or the Board in the establishment or elimination of extra duty positions or appointments.
- K. The Board shall have exclusive right to pass upon qualifications of teachers for extra duty.
- L. In the event no teacher applies for a special duty position it shall be the responsibility of the Principal or Supervisor in charge to make such assignment(s) annually on a fair and equitable basis.
- M. Compensation for extra duty-extra pay assignments shall be in Schedules "D" and "E" as attached.
- N. The parties reserve the right to further negotiations regarding all provisions of this Article subsequent to June 30, 1990 for the balance of the contract period. The parties agree to review "ouside security duty assignments" with the goal of eliminating such positions in instances where there is no need for student supervision. Outdoor supervision of students shall be considered an appropriate duty assignment.

ARTICLE IX SICK LEAVE

- A. All regularly employed ten (10) month personnel shall be entitled to ten (10) days sick leave per year with full pay. All regularly employed twelve (12) month personnel shall be entitled to twelve (12) days sick leave per year with full pay.
- B. All unused days shall be accumulative.
- C. If the personal illness exceeds the al.. int of accumulated sick leave the Board, by special action, may grant additional sick leave.
- D. A doctor's certificate may be required for absences caused by personal illness for more than three (3) consecutive days.
- E. Teachers who leave school early due to illness will not be charged with sick days on the first two occasions. Thereafter, however, a teacher will be charged a full sick day regardless of the time they leave school.
- F. Teacher Attendance Incentive:

Option I:

Teachers with seventy (70) or more accumulated sick days excluding sick days transferred from another school district or the State Department of Education shall be eligible to sell back a maximum of ten (10) sick days in accord with the following school of the control of the

Demogrape:			
	Eligibility	Value per	Maximum
	Requirement*	Day	Payment
1990-91	1 Day absent	\$150.	\$1,500
	2 Days absent	\$140.	\$1,400
	3 Days absent	\$130.	\$1,300
1991-92	2 Days absent	\$150.	\$1.500
	3 Days absent	\$140.	\$1,400
	4 Days absent	\$130.	\$1,300

Option II:

Teachers with less than seventy (70) accumulated sick days, (sick days transferred from another district do not apply) shall be eligible to sell back a a maximum of five (5) days in accord with the following:

	Eligibility Requirement*	Value per Day	Maximum Payment
1990-91	1 Day absent	\$100.	\$ 500
•	2 Days absent	\$ 90.	\$ 450
	3 Days absent	\$ 80.	\$ 400
1991-92	2 Days absent	\$100.	\$ 500
•	3 Days absent	\$ 90.	\$ 450
	4 Dave absent	\$ 80.	\$ 400

*Inclusive of personal and sick days.

Payment under Option I or II shall be made on or about July 15.

Option III:

Teachers who resign, are nonrenewed or are riffed may cash in their sick days at \$70.00 a day to a maximum of \$1,400.

G. Upon retirement, teachers shall be paid for their unused accumulated sick leave days based on the following formula:

'88-89 1/2 accumulated sick days x \$55.00 maximum payment \$5,500.

accumulated sick days x \$100.00 maximum payment:

'89-90 \$7,000 '90-91 \$8,000

'91**.**92 **\$9,000**

ARTICLE X

EMERGENCY LEAVE WITH PAY (Exclusive of Sick Leave)

The Superintendent of Schools may great to any regularly employed teacher emergency leave each year for the following reasons:

20

A. Death in the immediate family - four (4) days.

Immediate family shall be defined as:

Husband or wife
Children
Mother or father
Brothers or sisters
Mother-in-law or father-in-law

Other relatives, if living in the same domicile at time of death

- B. Death of a relative not a member of the immediate family one (1) day.
- C. Personal business or religious reasons two (2) days. Leave of absence for personal business that necessitates teacher absence during school hours for the following reasons will require no further explanation.

Religious
Health problem of a child or spouse
Legal business
Death of a friend

Other leaves for personal reasons may be granted by the Superintendent for good cause. A personal business day cannot be taken during the five (5) days prior to the closing of school in June; nor immediately before or after any school holiday, vacation or weekend. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent of Schools may be granted.

ARTICLE XI PERSONAL LEAVE

- A. The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a maximum of one (1) year leave of absence, without pay, for personal reasons, to any tenure employee.
- B. The Superintendent of Schools shall take the following factors into consideration:
 - Length of time employee has served in the Bergen County Vocational-Technical School System.
 - 2. Benefits which would result for the school system.
 - 3. Expectations of the employee to return to the Bergen County Vocational-Technical School Sys-
- C. Teachers shall indicate in writing no later than March 1 whether or not they intend to return to active duty the following year.

ARTICLE XII OTHER LEAVES

A. Quarantine

- No deduction in pay or sick leave time shall be made for employees absent by reason of quarantine caused by a member of his/her family or household, if supported by a certificate from a Health Department.
- The regular sick leave policy deductions shall be applied where quarantine is due to the illness of the employee.

B. Absence for Jury Duty

- Any employee of the Bergen County Vocational-Technical School System absent because of jury duty shall be compensated at full salary less compensation received for such service.
- Teachers are exempt by the New Jersey State Statute from service on any panel of grand or petit juries while their schools are in esssion.

C. Absence for Court Subpoena

No deduction shall be made in salary for any employee who is absent by reason of a court subpoens.

ARTICLE XIII INSURANCE PROTECTION

A. The Board shall provide and pay the cost of health benefits Insurance as listed below or its equivalent, for each regularly employed full-time teacher (20 hours per week or more) subject to all of the rules and regulations of the appropriate program:

New Jersey State Health Benefits Program as administered by the New Jersey Division of Pension, and specifically underwritten by the Hospital Service Plan of New Jersey, Medical-Surgical Plan of New Jersey, and the Prudential Insurance Company of America.

The coverage for each teacher shall include the employee and eligible family members,

- B. The Board shall provide and pay the cost of dental health care Insurance for each regularly employed full-time teacher (20 hours per week or more) subject to all of the rules and regulations of the programs, and such coverage for each teacher shall include the employee and eligible family members. 100% benefit Preventive and Diagnostic. 100% remaining basic benefits crowns, in-lays and gold restoration 100% 80/20% prosthodontie; 50/50% orthodontie \$2,000.
- C. The Board shall provide and pay the cost of prescription drug Insurance for each regularly employed full-time teacher (20 hours per week or more) subject to all of the rules and regulations of the program, and such coverage for each teacher shall include the employee and eligible family members with a \$1.00 per prescription deductible.

D. Vision Care Insurance

The Board shall provide and pay the cost of Vision Care Insurance for each regularly employed full-time teacher (20 hours per week or more) subject to all of the rules and regulations of the program, and such coverage for each teacher shall include the employee and eligible family members. The Plan will cover an examination at \$60.00 and lenses and frames every twelve months at the following rate:

Lenses and Frames	Maximum Allowable Expense
Single Vision	\$100.00
Bifocal	\$115.00
Trifocal	
Lenticular	\$160.00

E. Disability

The Board shall provide and pay the cost of Disability for each regularly employed full-time teacher (20 hours per week or more) subject to all of the rules and regulations of the program, 60% of monthly Base (\$3,500 maximum) 90 days elimination period or accumulated sick days which ever is greater. 3% cost of living adjustment shall not be provided by the insurance carrier. However, the Board shall provide the 3% cost of living adjustment subject to the following conditions:

I. Eligibility

An insured will be eligible for cost of living adjustments if he:

- A.) is receiving benefits on July 1st; and
- B.) has been disabled for one complete calendar year

The insured will be eligible for additional cost of living adjustments on each subsequent July 1st if he is continuously receiving benefits under this policy. Adjustments may be made as long as the insured is receiving benefits.

II. Adjustment Amount

The insured's net monthly benefit will be increased by 3%. Each adjustment will be added to the insured's net monthly benefit and will be paid monthly.

III. Maximum Monthly Benefit

Cost of living adjustment increases are not subject to the maximum monthly benefit.

- F. Insurance as provided in Paragraphs A,B,C,D and E above shall commence at the first enrollment period following the teacher's appointment in accordance with the rules and regulations of the program. Each teacher shall be solely responsible for completing all prescribed enrollment application forms, and/or changes in enrollment status in accordance with the rules and regulations of the program.
- G. The Board shall consult with the Association with respect to the selection of insurance carriers. If the Association has any objection to the carrier selected by the Board, it shall notify the Board in writing of said objection.

ARTICLE XIV

TUITION REIMBURSEMENT

A. Full-time teachers shall be granted \$500.00 tuition reimbursement annually for course work approved by the Superintendent.

Effective July 1, 1988, all course work towards any undergraduate or graduate education degree or

courses taken towards additional certification shall be approved for both tuition and salary guide advancement. Teachers who hold a degree, however, must take graduate level courses. An exception may be granted to a shop teacher who wishes to take an undergraduate course that will significantly enhance their knowledge and/or skills in their current instructional assignments. In such a case, it is the shop teacher's responsibility to submit his/her request for approval together with a recommendation from the Principal to the Superintendent.

- B. Tuition payment van be made only upon:
 - 1) Satisfactory completion of an approved course.
 - Presentation of an official transcript or other evidence of satisfactory completion of a program.
 - 3) Official receipt for tuition payment.
- C. All claims for reimbursement (tuition) must be submitted no later than ninety (90) days following the completion of the program for which tuition was naid.

ARTICLE XV

MAJOR PHYSICAL EXAMINATION

The Board, upon recommendation of the Superintendent of Schools, will during the term of this Agreement reimburse a teacher for one-half $(\frac{1}{2})$ of the cost of a complete annual physical examination providing such reimbursement does not exceed \$100. Payment will be made only upon presentation of an acceptable receipt submitted no later than ninety (90) days following the examination.

ARTICLE XVI TEACHER EVALUATIONS

The Board and the Association agree to comply with all state statutes and regulations governing the evaluation of tenured and non tenured teachers.

ARTICLE XVII CLASS SIZE STATEMENT

The Board recognizes that class size has an impact both on the learning experiences of children and upon the conditions of work of teachers. It shall endeavor, insofar as possible, to maintain class sizes which maximize the educational experience.

ARTICLE XVIII REPRESENTATION FEE

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year (i.e. 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 that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to August 15th, the Association will notify the Business Administrator in writing of the amount of the regular unified 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 equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any teacher who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher during the remainder of the membership year in question. The deductions will begin thirty (30) days after the teacher begins his/her employment in a bargaining unit position.

D. Termination of Employment

If a teacher who is required to pay a representation fee terminates his/her 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 teacher during the membership year in question and promptly forward same to the Association.

E. 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.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Seven hundred (700) copies of this Agreement shall be printed at the joint expense of the Board and the Association within thirty (30) days after this Agreement is signed by all parties. The said printed version shall be in pocket size. The Agreement shall be presented to all teachers now employed, or hereafter employed by the Board.

- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, either party shall do so by telegram or letter registered, hand carried, or otherwise personally served as follows:
 - If by the Association, to the Board through its Secretary at 200 Hackensack Avenue, Hackensack, NJ 07601
 - (2) If by the Board, to the President of the Association:

Eleanor Daut 125 Main Street Lincoln Park, NJ 07035

ARTICLE XX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1992 subject to the Association's right to negotiate over a successor Agreement as provided on page two. This Agreement shall not be extended unless mutual agreement to extend same is reached. In the absence of mutual agreement to extend, it is expressly understood that this Agreement shall expire on the date indicated.

IN WITNESS WHEREOF

The parties have hereunto caused this Agreement to be duly executed by their respective presidents, attested by their respective secretaries, all on the day and year first above written.

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF BERGEN

Bart Talamini, President Connie J. Giacommaro, Secretary

Dated July 1, 1988

BERGEN COUNTY VOCATIONAL -TECHNICAL SCHOOLS EDUCATIONAL ASSOCIATION, INC.

Eleanor Daut, President Gudren Gautschy, Secretary

Dated July 1, 1988

SCHEDULE A BERGEN COUNTY VOCATIONAL-TECHNICAL SCHOOLS TEACHERS' SALARY GUIDE - 1989-90

(A)	I AB	IX BA+15*	III BA+30= or MA	IV MA+15#	. V MA+30•
(S)	Sub-st. Cert.	Sid. Cert. +36*	BA or 128 ers*	BA+15* or 145 ers*	BA+50* or 158 ers*
1.	\$26,236	\$27,662	\$29,039	\$30,167	\$31,343
2.	27,423	28,349	30,225	31.347	32,523
3.	28,61^	30,036	31,411	32,52	33,703
4.	29,797	31,223	32,597	33,707	34,883
5.	30,984	32,410	33,783	34,887	36,063
6.	32,171	33,597	34,969	36,067	37,243
7,	33,358	34,779	36,155	37,247	38,423
8.	34,545	35,971	37,341	38,427	39,603
9.	35,732	37,158	38,527	39,607	40,783
10.	36,919	38,345	39,713	40,787	41,963
11.	38,106	39,532	40,899	41,967	43,143
12,	39,293	40,719	42,085	43,147	44,323
13.	40,480	41,906	43,271	44,327	45,503
14.	41,667	43,093	44,457	45,507	46,683
15.	42,849	44,280	45,643	46,687	47,863
16.	44,035	45,467	46,829	47,867	49,033
17.	45,236	47,210	48,016	49,033	50,223
18. 19.	ŕ	,	49,196	50,105	51,403 52,147

- * See Article VI for clarification of credit requirements.
- (A) Academic or Classroom Teachers
- (S) Shop Teachers

Details concerning the administration of the selary guide are contained in the written Agreement of Terms and Conditions of Employment.

Annual increases in salary shall not be automatic, but are subject to the recommendation of the Principal and approval of the Superintendent of Schools. Subject to this provision, all teachers shall be placed on their appropriate step of the guide.

Longevity adjustments shall be as follows:

After ten (10) years of service with the Bergen County Vocational-Technical Schools - \$300 per annum.

SCHEDULE B
BERGEN COUNTY
VOCATIONAL-TECHNICAL SCHOOLS
TEACHERS' SALARY GUIDE - 1990-91

(A)	I BA	II BA+15*	11I BA+30* or MA	IV Ma+15•	V MA+30*
(5)	Sub-st. Cort.	Std. Cort. +36*	BA or 128 cra*	BA- -15* or 142 ers*	BA+30* or 158 ers*
I.	\$26,236	\$27,662	\$29,039	\$30,167	\$31,343
2.	29.224	30,922	32,360	33,622	34,938
3.	30,448	32,173	33,574	34,820	36,118
4.	31,672	33,424	34,788	36,018	37,298
5.	32,896	34,675	36,002	37,216	38,478
6.	34,120	35,926	37,216	38,414	39,658
7.	35,344	37,177	38,430	39,612	40,838
8.	36,568	38,428	39,644	40,810	42,018
9.	37,792	39,679	40,858	41,008	43,198
10.	39,016	40,930	42,072	43,206	44,378
11.	40,240	42,181	43,286	44,404	45,558
12.	41,464	43,432	44,500	45,602	46,738
13.	42,688	44,683	45,714	46,800	47,918
14.	43,912	45,934	46,928	47,998	49,098
15.	45,136	47,185	48,142	49,196	50,278
16.	46,360	48,436	49,356	50,394	51,458
17.	47,584	49,687	50,570	51,592	52,638
18.	48,808	50,938	51,784	52,790	53,818
19. 20.		,	52,998	53,988	54,998 56,178

- * See Article VI for clarification of credit requirements.
- (A) · Academic or Classroom Teachers
- (S) Shop Teachers

Details concerning the administration of the salary guide are contained in the written Agreement of Terms and Conditions of Employment.

Annual increases in salary shall not be automatic, but are subject to the recommendation of the Principal and approval of the Superintendent of Schools, Subject to this provision, all teachers shall be placed on their appropriate step of the guide.

Longevity adjustments shall be as follows:

After ten (10) years of service with the Bergen County Vocational-Technical Schools - \$300 per annum.

SCHEDULE C BERGEN COUNTY VOCATIONAL-TECHNICAL SCHOOLS TEACHERS' SALARY GUIDE - 1991-92

(A)	Į Ra	## ###################################	III BA+30* of MA	IV MA+15*	¥ MA+30*
(8)	Sub-et. Carl.	Std. Cert. +36*	BA or 120 cm*	BA+15* of 143 ers*	BA+300 or 152 ors*
1.	\$26,236	\$27,662	\$29,039	\$30,167	\$31,343
2.	29,224	30,022	32,360	33,622	34,938
3.	32,535	34,341	6,009	37.183	38.644
4.	33.783	35,619	37,243	38,411	39,854
5.	35,031	36,897	38,477	39,639	41,064
6.	36,279	38,175	39,711	40,867	42,274
7.	37,527	39,453	40,945	42,095	43,484
8.	38,775	40,731	42,179	43,323	44,694
9.	40,023	42,009	43,413	44,551	45,904
10.	41,271	43,287	44,647	45,779	47,114
11.	42,519	44.565	45.881	47,007	48,324
12.	43.767	45.843	47,115	48,235	49,534
13.	45,015	47,121	48,349	49,463	50,744
14.	46,263	48,399	49,583	50,691	51,954
15.	47,511	49,677	50,817	51,919	53.164
16.	48,759	50,955	52,051	53,147	54,374
17.	50,007	52 .233	53,285	54,375	55 .584
18.	51,255	53,511	54,509	55,603	56,794
19.	52,503	54,789	55,753	56,831	58,004
20, 21.	- •	•	56,987	58,059	59,214 60,424

- * See Article VI for clarification of credit requirements.
- (A) Academic or Classroom Teachers
- (S) Shop Teachers

Details concerning the administration of the salary guide are contained in the written Agreement of Terms and Conditions of Employment.

Annual increases in salary shall not be automatic, but are subject to the recommendation of the Principal and approval of the Superintendent of Schools. Subject to this provision, all teachers shall be placed on their appropriate step of the guide.

Longevity adjustments shall be as follows:
After tan (10) years of service with the Bergan County
Vocational-Technical Schools - \$300 per annum.

SCHEDULE "D" BERGEN COUNTY VOCATIONAL-TECHNICAL SCHOOLS EXTRA DUTY/EXTRA PAY GUIDE

For a trial period of one year, 1989-90 extra-duty assignments other than staletics shall be performed before or after school to the extent feasible or practical. The principal, however, may sutherize meetings or student activities associated with an extra-duty assignment during the teacher's regular duty period if such meetings or activities cannot be reasonably conducted before or after school.

TITLE	1686-90	1990-91	1991
Oliver All Confe	\$ 756.	\$ B16.	•
Cases Advance Advance Ork Crede	630.	\$ 080°	**
Charles Advisor 10th Crade	\$ 756.	\$ 816.	•
Assistant Adrian 10th Crails	\$ 630.	*	•
Class Advisor 11th Crade	\$ 756.	\$ 816.	*
Assistant Advisor 13th Grade	*	\$ 680.	4
Class Advisor 19th Grade	•	\$ 816.	•
Anthon Advisor 19th Crede	•	\$ 680.	*
Class Advisor Satellite (11 & 12) & Special Needs (12)	\$ 800.	\$ 864.	₩ ₩
Control Adv (All orhonia)	•	\$ 951.	₩.0
Confident Country (And Deserved)	*	.086	6 1
VIO A Adries	**	\$ 980.	0,1 ₹
A TO A DESCRIPTION	*	* 439.	4
A.F.S. Advisor		•	

	TITLE	1989.90	16-0661	26-1662
Vearbook Advisor (H.S.) (2) St. Sep. Nda.) \$1,559. \$1,565. \$1,960. \$1,540. \$1,559. \$1,559. \$1,560. \$1,540. \$1,540. \$1,559. \$1,560. \$1,540. \$1,559. \$1,560. \$1,540. \$1,559. \$1,560. \$1,540.				
Vearbook Advisor (Sat. & Sp. Nda.) \$1,259. \$1,360. \$1,450.	Advisors (H.S.) (2)	\$1,635.	11,765.	\$1.916.
Awarde Ansembly Coord. (HS)		\$1.250	20.00	61 476
Sundant Newspaper (H.S.) Sp. Nat.) \$ 52.8 \$ 50.8 <th>A COLUMN TO THE TOTAL OF THE PARTY OF</th> <td></td> <td></td> <td></td>	A COLUMN TO THE TOTAL OF THE PARTY OF			
Student Newspaper (H.S.) \$ 528 \$ 570 \$ 5 6	Assistant 1 carbook Advisor (34f. & 3p. 14ds.)	. 1881.	★ 951.	\$1,027.
Student Newspaper Advisor (Sp. Nda.) \$ 264. \$ 285. \$ 154. \$ 261. \$ 154. \$ 154. \$ 154. \$ 155.	(H.S)	\$ 528,	\$ 570.	\$ 614.
Awards Advisor (H.S.) \$811, \$811, \$91, \$10, \$10, \$10, \$10, \$10, \$10, \$10, \$1	Student Newspaper Advisor (Sp. Nds.)	\$ 264.	\$ 285.	\$ 307.
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**Munical Activities Director	Lead Teacher Automotive (H.S.) (5 classes)	\$3,780.	\$4,082	\$4.410
Seationary Engineering Club \$264, \$264, \$285, \$1,390, \$1,500	•Musical Activities Director	\$ 3,5°).	\$3,500.	\$3,500.
Treasurer, School Activities Act. \$135. \$1,436. \$15. \$1,436. \$15. \$1436. \$15. \$1436. \$15. \$1436. \$15. \$1436. \$15. \$1436. \$15. \$15. \$15. \$15. \$15. \$15. \$15. \$15		\$ 264.	\$ 285.	\$ 307.
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\$ 20. Open Or \$ 450. \$ 475. \$ 5 \$ 450. \$ 475. \$ 5 \$ 50. \$ 50. \$ 50.	School Resource Committee per forty-two minutes	\$ 10.	•• 10	*
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pproval of project by administration. \$ 450. \$ 475. \$ 5 anisfactory completion of project. \$ 450. \$ 450. \$ 475. \$ 5 Workshop - (attendance non-school day) \$ 50. \$ 50. \$ 50. \$ Development - (daily non-school day rate) \$ 75. \$ 80. \$	Currierium - Suomer Workshop:			
anisfactory completion of project	a mon approval of project by administration.	\$ 450.	\$ 475.	200.
Workshop - (attendance non-school day) \$ 50. \$ 50. \$ Development - (daily non-school day rate) \$ 75. \$ 80. \$	b. upon satisfactory completion of project.	\$ 450.	\$ 475.	200
\$ 75. \$ 80. \$	Workshop - (attendance non-school day)			\$ 5
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W401C108 11/08/38 Revised 5/05/89

SCHEDULE E · (ATHLETICS)

BERGEN COUNTY VOCATIONAL-TECHNICAL SCHOOLS

ATHLETIC COACHES' SALARY GUIDE

TITLE	1989-90	1990-91	1991-92
Athletic Director (per annum) (3 classes)	\$4,913	\$5,306	\$5,730
Football Head Coach	\$3,779	\$4,081	\$4,408
Football Assistant Coach	\$2,645	\$2,857	\$3,085
Soccer Head Coach	\$3,527	\$3,809	\$4,114
Soccer Assistant Coach	\$2,520	\$2,721	\$2,939
Cross Country Coach	\$2,520	\$2,721	\$2,939
Baskethall Head Coach	\$3,779	\$4,081	\$4,408
Basketball Assistant Coach	\$2,645	\$2,857	\$3,085
Wrestling Head Coach	\$3,779	\$4,081	\$4,408
Wrestling Asistant Coach	\$2,645	\$2,875	\$3,085
Bowling Coach	\$1,890	\$2,041	\$2,205
Baseball Head Coach	\$3,527	\$3,809	\$4,114
Baseball Asistant Coach	\$2,520	\$2,721	\$2,939
Varsity Softball Coach	\$3,527	\$3,809	\$4,114
Softball Assistant Coach	\$2,520	\$2,721	\$2,939
Track Head Coach	\$3,527	\$3,809	\$4,114
Track Assistant Coach	\$2,520	\$2,721	\$2,939
Track, Indoor	\$1,134	\$1,225	\$1,323
Volleyball Head Couch	\$3,527	\$3,809	\$4,114
Volleyball Assistant Coach	\$2,520	\$2,721	\$2,939
Cheerleader Fall Advisor	\$1,134	\$1,225	\$1,523
Cheerlander Winter Advisor	\$1,386	\$1,496	\$1,616

Bergen County Vocational-Technical Schools Educational Association

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