

AGREEMENT

between the

OAKLAND ADMINISTRATORS ASSOCIATION

and the

OAKLAND BOARD OF EDUCATION

COUNTY OF BERGEN, STATE OF NEW JERSEY

July 1, 2023 to June 30, 2026

ARTICLE I

TERM OF CONTRACT

The term of this contract is from July 1, 2023 to June 30, 2026. The employees subject to this contract are employed on a twelve month basis, each year beginning on July 1 and ending on June 30.

ARTICLE II

UNIT MEMBERSHIP

In accordance with Chapter 123, Public Laws of 1974, the Board of Education, Oakland, New Jersey, recognizes the Oakland Administrators Association (hereinafter referred to as “the Association”) as the exclusive and sole representative for the collective negotiation concerning terms and conditions of employment for all principals, vice principals, and the Director of Special Services, whether employed or to be employed by the Oakland Board of Education (hereinafter referred to as “the Board”).

ARTICLE III

NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the unit personnel. Negotiations shall begin no later than the date stipulated by applicable law and no earlier than thirty (30) calendar days prior to that date of the calendar year preceding the calendar year in which this Agreement expires, unless the Board and the Association both agree to waive the time requirements.

MAINTAINING CURRENT BENEFITS

Except as this Agreement shall otherwise provide, all benefits to Administrators previously in effect shall be maintained.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2023 and shall continue in effect until June 30, 2026 subject to the Association’s right to negotiate over a successor agreement, as provided herein.

ARTICLE IV

ASSOCIATION EMPLOYEE RIGHTS

RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly deprive or coerce any employee in the enjoyment of any right conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association; collective negotiations with the Board; or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter that could effect the status of his/her employment, he/she shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and may have (a) representative(s) of the Association and/or attorney present to advise him/her and represent him/her during such meeting or interview. Any suspension shall be in accordance with provisions of N.J.S.A. 18A:25-6 and shall be with pay in compliance with N.J.S.A. 18A:6-8.3 until formal determination by the appropriate authority.

The Association shall have the right to be present to protect its interests if such interests are in question.

ARTICLE V

ASSOCIATION ACTIVITIES

RELEASED TIME FOR MEETINGS

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay and/or benefits.

USE OF SCHOOL BUILDINGS

Representatives of the Association shall be permitted to transact official Association business on school property at the conclusion of their contractual work day.

USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school facilities and equipment, including copier machines, computers, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use and in accordance with all applicable policies and regulations. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use. Such equipment use and operation shall only be by Association members.

EXCLUSIVE RIGHTS

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Association employees, as defined in the unit, and to no other organization.

ARTICLE VI

EVALUATION

- A. The Board of Education subscribes to the principle that an employee has the right to full knowledge regarding the judgment of his/her superiors respecting the effectiveness of his/her performance and that, further, he/she is entitled to receive such recommendations that will assist him/her in increasing the effectiveness of his/her performance.
- B. The Superintendent shall provide written evaluations as prescribed by the Board.
- C. Each employee shall sign all copies of written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6A:32-4.4 and 4.5. At such time the employee is entitled to have his/her objection to said evaluation heard and appended to the evaluation report.

Whenever there is an unsatisfactory evaluation of an Administrator, said Administrator shall have the opportunity to appear before the Board to make known his/her objection to said evaluation, at which time the Superintendent of Schools shall be present.

In the case where an Administrator receives an unsatisfactory evaluation from another Administrator below the position of Superintendent, the Administrator receiving the unsatisfactory evaluation shall have the opportunity to appear before the Superintendent and to make known his/her objection to said evaluation, at which time the original evaluator shall be present.

ARTICLE VII

SICK LEAVE

Members of the Association shall be entitled to thirteen (13) sick leave days per year, which are cumulative; provided, however, that the number of sick leave days per year which shall be available to administrators who are employed after July 1 shall be prorated according to the number of days remaining in the school year.

RETIREMENT

1. Reimbursement at the time of retirement for unused sick leave for Administrators shall be as follows:
 - a. Administrators who are eligible for TPAF actual certified age-service retirement as of June 30, 2014 shall be compensated for unused sick leave days at his/her per diem rate, to a maximum of Fifteen Thousand Dollars (\$15,000) per retiree, or the amount allowable by law, not to exceed thirty thousand dollars (\$30,000), whichever is greater and within the limits imposed by law.
 - b. For all other Administrators, compensation for unused sick leave days shall be payable only to those who are eligible for TPAF actual certified age-service retirement or disability at his/her per diem rate, to a maximum of Fifteen Thousand Dollars (\$15,000) per retiree, or the amount allowable by law, whichever is less and within the limits imposed by law.
 - c. For Administrators hired on or before June 30, 2014, the per-diem rate is established by dividing the Administrator's salary for the particular year in question by 240. For Administrators hired on or after July 1, 2014, the per-diem rate is established by dividing the Administrator's salary for the particular year in question by 260.
 - d. Any payment made under this provision shall be deposited to the Administrator's 403(b) plan thereby deferring federal income taxes until such amounts are withdrawn by the employee from his or her 403(b) account. An Administrator may not elect any other option for the payment of his or her accumulated sick leave. Payment under this provision shall not exceed the annual includable compensation under Section 403(b) and shall be subject to any applicable State tax at the source of payment.
 - e. To the extent permitted by law, Administrators eligible for TPAF actual certified age service retirement or disability may elect to negotiate their own retirement package in lieu of the benefits set forth in this article. Under no circumstances, however, may an Administrator receive payment and/or elect any other option for the payment of his or her accumulated sick leave except as provided for in paragraph d of this section.

- f. A Tax Sheltered Annuity Plan is available to all employees who file a written request to participate in such a plan in accordance with provisions of N.J.S.A. 18A:66-127, 128. The Association holds the Board harmless from any claims resulting from the failure of the Tax Sheltered Annuity Plan to properly transfer or invest these funds and/or any claims relating to the payment of any State or federal taxes due and owing on such funds.

PERSONAL DAYS

Administrators shall be entitled to up to two (2) personal days per year. A personal day shall not be utilized before or after a holiday or recess period except in cases of emergency with reasons provided to the Superintendent. Any unused personal days may be accumulated to an Administrator's accumulated sick leave in the district, or may be redeemed by the Administrator at the end of the school year at the Administrator's current per diem rate, not to exceed six hundred dollars (\$600), for each personal day redeemed. This redemption provision shall only be available to Administrators hired before June 30, 2017 in this unit and shall sunset and be eliminated in its entirety for all Administrators on June 30, 2021. This means that beginning July 1, 2021, an Administrator's unused personal days may only be accumulated to an Administrator's accumulated sick leave in the District and may not be redeemed for any cash value.

ARTICLE VIII

VACATIONS

A. VACATION DAYS

The Administrator shall work a twelve-month year. During this twelve-month period, the Administrator is entitled to twenty-three (23) days vacation subject to the limitations set forth below. In addition, the Administrator will receive the same holidays and recess days indicated in the academic calendar, except that the Administrator shall be entitled to only two (2) days off during the winter (February) break, plus July 4 and Labor Day. If the winter (February) break is more than two (2) days, nothing contained herein shall prevent an Administrator from utilizing his/her vacation for the remainder of the break, subject to approval by the Superintendent with advance notice.

Accrual of vacation leave shall be subject to the provisions of N.J.S.A. 18A:30-9, insofar as any administrator who does not take vacation leave accrued in a given year shall be granted up to five (5) days accrued leave only during the next succeeding year.

B. SUMMER VACATION PERIOD

The Superintendent will establish an annual summer vacation period of thirty-one (31) calendar days. The Board authorizes and directs the Superintendent to make reasonable individual vacation adjustments as requested by the Administrator. Specifically excluded from the summer vacation period are the last two (2) weeks prior to the first (1st) day of school for students.

C. VACATION DAY REIMBURSEMENT

For any Administrator employed as of July 1, 2015, up to two (2) unused vacation days may be redeemed at the end of the school year at the daily per diem rate for that Administrator. (The per-diem rate is established by dividing the Administrator's salary for the particular year in question by 240).

ARTICLE IX

DUES PAYMENT

The Board of Education will make payment on behalf of each Administrator for actual dues to the New Jersey Principals and Supervisors Association for each calendar year of this Agreement.

ARTICLE X

Administrators' participation in field trips that extend beyond the formal school day and include an overnight shall be voluntary. Effective July 1, 2023, each participating Administrator shall receive a stipend of five hundred dollars (\$500) per night for each occasion of overnight participation.

ARTICLE XI

SALARY SCHEDULES

Salaries for all Administrators are set forth in Schedule A for each year of the Agreement.

ARTICLE XII

SALARY SCHEDULE FOR ADMINISTRATORS

After the date of this Agreement, the initial salary of an Administrator shall be determined by the Superintendent, in accordance with specific guidelines from the Board with respect to salary range as set forth below, and the Administrator at the time of employment or promotion.

2023-2024 Administrators' Salary Range

	Minimum	Maximum
Principals and Director of Special Services	\$100,000	\$209,215
Assistant Principal	\$ 85,000	\$157,888

2024-2025 Administrators' Salary Range

	Minimum	Maximum
Principals and Director of Special Services	\$100,000	\$214,686
Assistant Principal	\$ 85,000	\$163,359

2025-2026 Administrators' Salary Range

	Minimum	Maximum
Principals and Director of Special Services	\$100,000	\$220,685
Assistant Principal	\$ 85,000	\$169,358

ARTICLE XIII

HEALTH BENEFITS

1. Health Care Insurance: In addition to the salaries set forth in Schedule A, the Board covenants and agrees to cover all full-time Administrators only and their dependents only in a plan with the School Employees Health Benefits Program, or in another plan providing equal coverage, said plan to include hospitalization, medical-surgical coverage, Rider J and Major Medical coverage. The Administrators' contributions toward premium cost of health insurance shall be 1.5% of the individual Administrator's annual base salary, or any higher amount which may be required by N.J.S.A. 18A:16-17, or any amendment thereto, and shall be deducted from the Administrator's salary and paid, in equal installments, in accordance with the payroll schedule for all other professional staff. Effective July 1, 2021, the maximum amount that an Administrator shall be required to contribute toward the annual cost of their medical, prescription and dental benefits is 26% unless the Administrator opts to waive coverage as indicated in 4(c) below. Effective July 1, 2008, the prescription co-pay flow-through will be removed from the medical plan.

2. Dental Plan: In addition to the salaries set forth in Schedule A, the Board covenants and agrees to cover all full-time Administrators only and their dependents only with full family dental coverage for U.C.R. plan, as set forth in Schedule C. In consideration for the overall savings to be achieved by enrolling in a private health care plan effective January 1, 2023, the Board has determined not to include in the cost of coverage the premium or periodic charges for dental benefits without prejudice to the Board's ability to include dental premiums in the cost of coverage at some time in the future with adequate notice to the Association.

3. Prescription Drug Plan: The prescription drug plan will be with National Prescription Administrators (BENERX), which has a \$15.00/\$20.00 co-pay for retail and a

\$20.00/\$25.00 co-pay for mail order for full-time employees only and their dependents only, or other plan providing equal coverage.

4. Section 125 Plan: The Board of Education will offer the following Section 125 Plans:

a. A premium conversion plan will be made available through payroll deduction for all Administrators for the amount of their contribution toward medical program premiums. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

b. A flexible spending account plan will be made available through payroll deduction for any annually contracted Administrator who wishes to direct an annual amount as determined by the Board paid over a monthly basis toward uninsured medical/dental expenses and/or an amount not to exceed that permitted by Section 125 laws for elder/dependent care expenses. Effective July 1, 2008, the maximum annual amount shall be two thousand dollars (\$2,000), providing this amount is within the Internal Revenue Service regulations. If an Administrator separates from his or her employment prior to contributing the full amount paid under this provision of the Agreement, he or she shall have the balance owed deducted from his or her final paycheck. The Board will develop a form for an annual selection for any interested employee. The annual selection made by an Administrator cannot be modified during the year. The Administrator will be responsible for filing for reimbursement for eligible expenses through a third party Administrator up to the annual amount specified by the employee. Any funds left over at the end of each year (June 30) will be returned to the Board. The Board shall have the right to select the third party Administrator and will be responsible for the cost of the same. All contributions made through this program are done on a pre-tax basis for federal purposes in accordance with Section 125 laws.

c. A benefit waiver plan will be made available to any eligible Administrator who desires to waive his or her medical and/or dental benefits on an annual basis in exchange for an annual cash incentive. Any employee who opts to waive his/her medical benefit must provide proof of coverage in order to be eligible for the cash incentive. The Board will develop a form for all eligible Administrators to complete on an annual basis to select their insurance coverage or to waive their right to coverage. The cash incentive to be provided to any eligible Administrator waiving his or her insurance shall be two thousand seven hundred fifty dollars (\$2,750), or the maximum amount permitted by law, whichever is less for medical benefits, nine hundred dollars (\$900) for prescription benefits and three hundred fifty dollars (\$350) for dental benefits, which shall be prorated for any Administrator who is employed for less than a full year. The annual cash incentive will be paid in two (2) installments in December and June. The annual tax incentive is fully taxable and subject to all required withholding taxes. An Administrator will be permitted to re-enroll in the respective group insurance plans every July 1 or immediately if the Administrator provides proof of a life status change. If an Administrator re-enrolls during the year because of a life status change the cash incentive will be prorated.

5. Part-time Administrators shall be allowed to purchase the health benefits listed above at the group rates provided the purchase of the same is permitted by the insurer. If the insurer does not permit such a benefit, subsequently rescinds approval of such benefit, or if the Board changes insurance carriers and such benefit is not permitted, this benefit shall cease and the Board shall have no duty to negotiate over its cessation.

ARTICLE XIV

Unless otherwise stated herein, all other benefits provided by the Board to the Oakland Education Association and its members in accord with negotiated agreements and Board policies shall be provided to the Oakland Administrators Association and Association members.

ARTICLE XV

GRIEVANCE PROCEDURE

The Grievance Procedure as it applies to Administrators shall be that as set forth in Schedule B, which is annexed hereto and made a part hereof.

ARTICLE XVI

FULLY BARGAINED CLAUSE

This Agreement incorporated the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the terms of this Agreement, neither party shall 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 executed this Agreement.

ARTICLE XVII

TUITION REIMBURSEMENT AND PROFESSIONAL DEVELOPMENT REIMBURSEMENT AND/OR PAYMENT

The Board shall reimburse full-time tenured Administrators for tuition and all full time Administrators for professional development costs. The Board will make payment on behalf of each Administrator for approved conference registration fees. The maximum payable to each eligible Administrator under this Article is Three Thousand Dollars (\$3,000) per year. The Superintendent and Board must approve courses and/or professional development in advance. The provisions of this section shall only be implemented to the extent permitted by N.J.S.A. 18A:6-8.5 or any other statutory provision or administrative regulations. Expenditures associated with conferences such as reasonable travel, registration, materials accommodations, and food shall be reimbursed in accordance with Board policies, N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 0-13-OMB, and any subsequent circular letters which may be issued by the State Office of Management and Budget. In-person attendance at professional development conferences is only permissible for conferences offered in the State of New Jersey. Administrators may attend conferences offered outside the State of New Jersey only if they may participate in the conference remotely.

All coursework taken must meet the minimum of "B" or better. In a pass-fail course, a "pass" will be considered the equivalent of a "B" for purposes of tuition reimbursement.

The reimbursement and/or payment shall not be used for the purpose of calculating any future salary increase.

ARTICLE XVIII

NONWAIVER

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

ARTICLE XIX

SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision shall be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation or regulation, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event any provision is declared invalid as aforesaid, the parties agree to negotiate a new provision to replace said invalid provision.


ARTICLE XX

MODIFICATIONS


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.

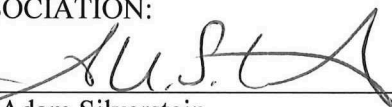
WITNESS:


Annette Wells
Business Administrator/Board Secretary
Dated:

BOARD OF EDUCATION
OF THE BOROUGH OF OAKLAND:
By: 
Peter Mazzilli
Board President
Dated: 6/27/23

WITNESS:


Gregg Desiderio
O.A.A. Vice President
Dated:

OAKLAND ADMINISTRATORS
ASSOCIATION:
By: 
Adam Silverstein
O.A.A. President
Dated: 6/22/23

SCHEDULE A

2023-2024 Administrators' Base Salaries

Sean Bowe	\$152,462
Greg Desiderio	\$195,047
Jackie Micari-Christiano	\$157,888
Adam Silverstein	\$209,215
Jennifer Zimmerle	\$164,644
Robyn Greenwald	\$146,462

2024-2025 Administrators' Base Salaries

Sean Bowe	\$157,933
Greg Desiderio	\$200,518
Jackie Micari-Christiano	\$163,359
Adam Silverstein	\$214,686
Jennifer Zimmerle	\$170,115
Robyn Greenwald	\$151,933

2025-2026 Administrators' Base Salaries

Sean Bowe	\$163,932
Greg Desiderio	\$206,517
Jackie Micari-Christiano	\$169,358
Adam Silverstein	\$220,685
Jennifer Zimmerle	\$176,114
Robyn Greenwald	\$157,932

SCHEDULE B

GRIEVANCE PROCEDURE

The term “grievance” means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of his/her employment.

The term ‘grievance’ and the procedure relative thereto shall not be deemed applicable in the following instances:

- a. the failure or refusal of the Board to renew the contract of a non-tenure employee;
- b. in matters where the Board is without the authority to act.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- a. in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education;
- b. in matters where the Board contends that it has the sole and unlimited discretion to act;
- c. in matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board’s action is available to employees under the provisions of State Law;
- d. in matters involving policies and administrative decisions.

The term “employee” shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent.

The term “representative” shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them.

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.

The term “party” means an aggrieved employee, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

Time limits may be extended in the event of vacation periods or other school closings.

Grievance Procedure

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first discuss his grievance orally with his immediate superior (department head, supervisor or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - (a) The nature of the grievance;
 - (b) The results of the previous discussions;
 - (c) The basis of his dissatisfaction with the determination;
 - (d) The specific remedy sought.
7. A copy of the writing called for in paragraph 6 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within five (5) school days from said hearing (unless a different period is mutually agreed upon) the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within five (5) school days of the failure of the superintendent to act to within five (5) school days of the determination by him, may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the appellant:
 - (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.
13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
14. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, as amended and supplemented.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

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 parties.
15. In the event a grievance should be filed by a principal or by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the superintendent and if dissatisfied with the determination may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within five (5) days of the issuance of said order, ruling or directive, or within five (5) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board a writing setting forth:
 - (a) The order, ruling or determination complained of;
 - (b) The basis of the complaint;
 - (c) A request for a hearing if a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of the grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.
18. All employees shall be entitled to resort to the full procedure hereinabove set forth.

SCHEDULE C

DENTAL PLAN

MAXIMUM AMOUNTS PAYABLE

Co-Payment Preventive and Diagnostic:	100%
Remaining Basic Benefits:	80/20%
Crowns, Inlays and Gold Restorations:	60/40%
Restorations:	60/40%
Prosthodontic Benefits:	60/40%
Orthodontic Benefits:	50/50%

The maximum amount payable for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is one thousand five hundred dollars (\$1,500).

Orthodontic Benefits are subject to a one thousand two hundred dollar (\$1,200) maximum per case which is separate from the one thousand dollar (\$1,000) maximum mentioned above applicable to Basic and Prosthodontic Benefits.