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**AGREEMENT  
BETWEEN  
THE  
SUPERINTENDENT  
OF THE  
NEWARK CENTRAL SCHOOL DISTRICT  
AND THE  
NEWARK ADMINISTRATORS ASSOCIATION**

July 1, 2002 Through June 30, 2006

**RECEIVED**

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **AGREEMENT**

This Agreement is effective as of the 1st day of July, 2002, by and between the Superintendent of Schools of the Newark Central School District of the Village of Newark, New York, hereinafter referred to as "Superintendent" or "District", and the Newark Administrators Association, hereinafter called the "Association."

### **ARTICLE I - RECOGNITION**

#### **Section 1:**

The Superintendent recognizes the Association as the exclusive bargaining representative, pursuant to the Public Employee's Fair Employment Act, for all Principals and Assistant Principals. Such recognition shall extend for the longest period permitted by the Taylor Law. The term "administrator" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.

#### **Section 2:**

Payroll Deduction of Dues -- The Superintendent agrees to deduct from each administrator's salary, dues for the Newark Administrators Association, as said administrator individually and voluntarily authorizes the Superintendent to deduct, and to transmit the monies promptly to the Treasurer of the Newark Administrators Association. A sample of the text of the dues deduction form is set forth in Appendix A.

#### **Section 3:**

The Association will certify to the Superintendent or his designee in writing the current rate of the membership dues of the Association named in Section 2 above. The Association will give the Superintendent thirty (30) days' written notice prior to the effective date of any such changes.

#### **Section 4:**

The Superintendent will not be required to honor for payroll deduction any Authorizations that are delivered to him later than ten (10) days prior to the distribution of the payroll from which the deductions are to be made.

#### **Section 5:**

The District agrees to deduct from the paychecks of participating credit unit members monies payable to the "Wayne County Teachers' Association Credit Union" or "Community Bank, N.A."

Section 6:

The District agrees to transmit the net payroll from any administrator wishing to deposit his or her entire paycheck in the WCTA Federal Credit Union or Community Bank, N.A. This option will be available to administrators up to the third week in September to begin with the second paycheck of the year, or the first week of January to begin with the second paycheck in January. This procedure will continue indefinitely until the District is notified in writing by the Federal Credit Union or Community Bank, N.A. for discontinuance of this transmittal.

Section 7:

Nothing contained herein shall be construed to deny or restrict to any administrator rights under the Code, Rules and Regulations of the State of New York. The rights granted the administrators hereunder shall be deemed to be in addition to those provided under the law.

**ARTICLE II - ASSOCIATION, BOARD, AND ADMINISTRATIVE RIGHTS**

Section 1:

It is agreed that the Superintendent will not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by the Public Employees' Fair Employment Act and that he will not discriminate against any administrator by reason of his membership in the Association or collective professional negotiations with the Superintendent or his institution of any grievance, complaint or proceeding under this Agreement.

Section 2:

The Association agrees that it will not directly or indirectly coerce or intimidate any administrator to join the Association. It is further recognized that administrators shall have the right to join or not to join the Association or any other organization for their professional improvement and advancement, and that membership in any organization shall not be a prerequisite for employment or continuation of employment of any employee covered by this Agreement.

Section 3:

The Association and its members shall have the privilege of using building facilities and equipment to the extent that such use does not interfere with the educational program and results in no cost to the District. Prior arrangement shall be made with the Superintendent. Supplies used in connection with equipment will be furnished or paid for by the Association.

Section 4:

There is exclusively reserved to the Superintendent and the School District, through its Board of Education, all the responsibilities, powers, rights, and authority vested in them by the laws and constitution of the State of New York and the United States or which have heretofore been properly exercised by them. Retained and reserved is the right, among others, to establish and enforce rules and personnel policies relating to the duties and responsibilities of administrators and their working conditions, which are not inconsistent with the provisions of this Agreement, or violative of law. It is further recognized that the Board and Superintendent in meeting such responsibility and exercising their rights and powers, act through the administrative staff.

Section 5:

*IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.*

**ARTICLE III - MISCELLANEOUS PROVISIONS**

A. This Agreement shall constitute the full and complete understanding between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

B. If any provision of this Agreement or any application of the Agreement to any administrator or group of administrators shall be found 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 and effect.

C. Copies of this Agreement shall be printed at the expense of the Board and given to all administrators now employed and hereafter employed by the Board as soon as possible after its execution, or employment if that occurs later.

**ARTICLE IV - GRIEVANCE PROCEDURE**

Section 1 -- Declaration of Policy:

- A. A "grievance" is any claim of violation of the terms of this Agreement.
- B. An "administrator" is any professional employee covered by this Agreement.

C. An "aggrieved" party or "grievant" is an administrator, or a group of administrators, who file a grievance or on whose behalf it is prosecuted by the Association's Grievance Committee.

Section 2 -- Procedures:

-- STAGE 1 --

The grievant will discuss the matter with his/her immediate superior in an effort to resolve the matter informally. Thereafter, the aggrieved party shall present his/her grievance signed and in writing, identifying the aggrieved party, the concerned provision(s) of the Agreement, the time when and place where the alleged events or conditions constituting the grievance exists or occurred, and, if known, the identify of the person responsible for causing such events or condition and a general statement of grievance and redress sought by the aggrieved party. The written grievance must be submitted to the Superintendent within twenty-five (25) school days of the date when the aggrieved party knew, or should have known, of the alleged violation. Within five (5) school days of his receipt of the grievance, the superintendent shall meet with the aggrieved party to discuss the grievance. Within five (5) school days following such meeting, the superintendent shall deliver his written determination to the grievant.

-- STAGE 2 --

The grievant may, with the written approval of the Association's Grievance Committee, and, within five (5) school days after his receipt of the Superintendent's written decision, file his written notice of appeal with the President of the Board of Education and the Superintendent. The Board of Education shall hold a hearing within ten (10) school days thereafter and shall deliver its written decision within five (5) school days of the hearing.

-- STAGE 3 --

In the event that the Board elects not to review the grievance at Stage 2 or if the Association or the Grievant is not satisfied with Board determination at Stage 2, the Association or the Board may elect arbitration. Such request shall be made in writing and be made within five (5) school days of the answer received in Stage 2. Within five (5) school days of the request for arbitration, the parties shall meet to agree upon an arbitrator. If no arbitrator is mutually acceptable, a request shall be made to the Public Employment Relations Board for a list of arbitrators from which an arbitrator shall be designated in accordance with their rules of appointment.

The arbitrator chosen shall hold a hearing and determine the matter in accordance with the rules of the Public Employment Relations Board, and his award shall be final and binding on both parties.

The cost of such arbitration shall be borne equally by the Board and the Association.



**-- BASIC PRINCIPLES --**

A. If a decision at one stage is not appealed to next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

B. At any step of the grievance procedure, upon mutual agreement of the parties, the grievance may be passed to the next step by the grievant within five (5) school days.

C. Failure at this stage of the grievance procedure to communicate a decision to the aggrieved party, his representative and Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

D. Grievance proceedings shall be scheduled at times mutually agreeable to all parties.

E. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

**ARTICLE V - HEALTH INSURANCE**

**Section 1:**

A. If an administrator and that administrator's spouse are eligible for District coverage and do not have any eligible dependents, the administrator and the spouse will each be provided with either individual or two-person coverage, whichever is available. If both the administrator and the administrator's spouse are employed by the District, one of the two may elect in writing family plan coverage if they have an eligible dependent, and otherwise they shall each be provided with single coverage.

B. If an administrator's spouse received family health insurance coverage from the spouse's employer, the administrator shall not be eligible for family coverage, but may still elect in writing to continue single coverage. Should the administrator's spouse become ineligible for health coverage, the administrator may subscribe to the District's plan as provided above. In this event, the administrator's family will become eligible for benefits as soon following written request to the District Office and completion of all necessary application procedures, as the rules of the Plan permit.

C. A copy of the current Non-Monroe County Municipal School District Plan which governs the benefits provided under this Section will be available for review upon reasonable notice at the District office.

D. Beginning in July 1, 1994, subject to national health insurance regulation:

The District shall provide administrators regularly working at least thirty (30) hours each week with health care coverage equivalent to that provided under the Non-Monroe County Municipal School District Plan, including \$6 deductible prescription drug coverage. The District shall pay 90% of the premium cost established by that Plan for appropriate coverage (e.g., family, single or other), for each eligible administrator;

The District will pay 83% of the premiums for health care coverage equivalent to that provided under the Non-Monroe County Municipal School District Plan for all new qualifying employees who begin employment after July 1, 2002 or later;

The prescription drug co-pay shall remain \$6.00;

Eligible administrators shall enroll in the least costly of: a two-person plan, two single plans (if available), or a family plan;

If a sufficient number of enrolled unit members so elect to result in a net cost reduction to the District (after accounting for all costs to the District including the buy-out payments), those unit members otherwise eligible for health insurance coverage by the District who withdraw and waive such coverage will receive the following payment:

Eligible for family or two-person coverage	-- \$630.00 annually
Eligible for single coverage	-- \$630.00 annually

Payment is conditional upon proof of coverage through another source, and the annual amount shall be paid in two equal installments at the end of 6 months and 12 months without District coverage. However, employees with relatives or dependents who are also employed by the District may not receive such payment while covered by the District by virtue of their relative's or dependent's employment by the District, and only one of the employees is eligible for this payment in lieu of the District's health care coverage of them both.

## Section 2:

A. Upon retirement during the term of this Agreement, the District will contribute toward the cost of continuing the health coverage in effect at the time of retirement for administrators who retire (i.e., resign from employment with the District and qualify for retirement benefits) at the normal retirement age while in the District's service under the New York State retirement plan with at least twenty years of full-time continuous service with the District, at the contribution level for employees in effect at the time of retirement, with the understanding that the District is required to contribute only toward the cost of the "wrap up" coverage (over and above that provided by Medicare) for such retirees after age sixty-five. Continuous service is broken only by termination or resignation, and not broken when an employee takes an approved leave.

B. This provision will not apply to any employee who is eligible for health insurance coverage through another source after retiring, such as through a spouse's employer or through his or her own continued employment after retiring from the District. In such circumstances, the retiree must first use the health insurance of a spouse if he or she continues to be employed.

C. If the spouse is no longer eligible for health insurance coverage from such other source, the administrator may return to the District health plan coverage (family, two-person, single) for which the administrator was eligible, and under the conditions that existed, at the time of retirement. There is no time limit in which this return must take place.

A surviving spouse of an administrator who is covered by the District's health plan at the time that the administrator becomes deceased may continue coverage at his or her own cost.

#### **ARTICLE VI - RETIREMENT INCENTIVE PLAN**

A. The District will offer any administrator who qualifies an incentive to retire by paying said administrator \$100.00 per unused sick day accumulated by the administrator to a maximum of 200 days and all unused vacation time to a maximum of 30 days paid at each retiring member's per diem rate.

B. In order to qualify for the retirement incentive, administrators must: (1) have at least fifteen (15) years' continuous administrative experience in the Newark District; (2) be in full-time active service and fifty-five (55) years of age and retire prior to the first day of July immediately following their fifty-fifth (55th) birthday; and (3) give written notice of retirement to the District at least one (1) year prior to retirement.

C. The Retirement Incentive payment will be paid to the retiring administrator in no less than three (3) and no more than seven (7) equal payments. The annual payments are to begin the first pay period in July following the retirement of the administrator and continue each July until the payments are complete. The number of payments made to the administrator within this three (3) to seven (7) year limit is at the option of the administrator and is to be designated at the time of retirement. It is agreed that administrators accepting this retirement incentive are in fact retired and are eligible for no benefits other than those which may be otherwise available to all retired.

D. The Board may, in unusual circumstances and at its sole discretion, choose to waive any or all of these criteria.

E. In the event, for whatever reason, the District wishes to encourage an administrator who is eligible to retire to postpone retirement, the District may do so by extending the retirement incentive deadline, paying additional salary, or other such incentives to encourage the administrator to remain in service to the District. The selection of the Administrator(s) and the incentives offered are entirely at the discretion of the Board with the

recommendation of the Superintendent.

## **ARTICLE VII - LEAVES**

### **Section 1:**

All administrators shall be granted fourteen (14) days per year sick leave with full pay, such allowances to be cumulative to 230 days.

### **Section 2:**

Of the fourteen (14) days granted, up to three (3) of these may be used for each instance of illness (including the birth of the employee's child) or death in the immediate family, and up to an additional two (2) days may be granted in the sole discretion of the Superintendent. In case of illness in the immediate family, the immediate family shall be defined as spouse, children, parents, parents of spouse, brother or sister, a person for whom an administrator serves as a court-appointed guardian or conservator, and relatives living in the household. In the case of death in the immediate family, the immediate family shall be expended to include grandparents, aunts, uncles, brothers-in-law and sisters-in-law. Up to four (4) of these fourteen (14) days may be used for personal days as described in this Article under Section 4.

### **Section 3:**

A. Health, Child-Rearing and Family Leave - An administrator confronted with circumstances related to health, child-rearing and family conditions may file a written request for leave. Such application should be made as far in advance of the leave requested as feasible, and shall include the Administrator's estimated or intended date for commencement of such leave and the intended date for return to work. The return date is ordinarily to be at the beginning of a semester. The application for leave must be approved by action of the Board of Education, upon recommendation of the Superintendent.

B. Leave for Travel or Study - Any administrator in the school system who has been given tenure and who requests a leave of absence for study and/or travel may be granted a leave of absence, providing a replacement satisfactory to the Superintendent and to the Board can be secured on or before May 15 of the school year preceding the school year in which the leave of absence is to be taken. The administrator shall advise the Superintendent of his/her intent to request such leave by April 15.

### **Section 4 -- Personal Leave:**

A. All full-time administrators shall be eligible for up to four (4) days of personal leave per year with pay to be subtracted from sick leave.

B. All personal leave must have the written approval of the Superintendent or his designee.

- C. Substituting four (4) one-half days for two (2) full days is permitted.
- D. The number of administrators absent for a personal day at one time shall be limited

to:

High School - 1  
Middle School - 1  
Elementary School - 2

E. Request for such leave will be submitted by completing the personal day request form supplied by the Superintendent or his designee.

F. The Superintendent may grant a personal day at his discretion.

Section 5:

Administrators shall be notified of their accumulated unused sick leave days at the beginning of each school year.

Section 6:

A. Upon request of any administrator who has served the school district for at least seven (7) years, sabbatical leave not to exceed one (1) year for the specific purpose of completing the residence requirements at a recognized college or university for an advanced degree may be granted, with one-half of the salary to which said administrator would be entitled during the ensuing year, provided said administrator executes the written form provided by the District obligating the employee to return to his position in the District for at least three (3) years following said sabbatical years, or otherwise to be liable (based upon the proportion of the three years completed following return to the District) for the net cost to the District of salary, and benefits if any, paid by the District in connection with the sabbatical leave. The number of sabbatical leaves shall be limited to one in any school year. Board of Education approval is required.

B. In the discretion of the Superintendent, and with Board of Education approval, administrators may be granted one-half (1/2) year's sabbatical leave at full pay.

**ARTICLE VIII - PERSONNEL FILES**

Section 1:

A. The official administrator personnel file will be maintained in the District Office. Administrators may have the right, upon request, to review the contents of the file. Such review will be under conditions established by the Superintendent.

B. An administrator shall be entitled to have a personally selected representative accompany him or her during such review.

C. An administrator shall be provided a copy of any written material placed in his or her personnel file which is critical of his or her work performance.

Section 2:

Upon receipt of a written request, the administrator may obtain a reproduction of any material, excluding references or information obtained in the process of evaluation of the administrator for initial employment, at reasonable cost.

**ARTICLE IX - VACATION**

A. Each administrator in the unit will be allotted twenty-one (21) days per school year for vacation purposes. Vacation days shall be taken at such times as are mutually agreed upon between the Superintendent or his designee and the administrator.

B. No more than seventeen (17) unused vacation days may be carried over to the following school year, unless a greater number is requested by an administrator in writing no later than June 1 and approved in writing by the Superintendent. It is understood and agreed that on leaving employment with the District, an administrator may be reimbursed for unused vacation time not to exceed thirty (30) days and not to exceed more than twelve (12) days which carried over in any one year. Reimbursement for unused vacation time will be at the rate applicable in the year in which the unused time was allocated. To enable accounting of days used for the purposes of determining which of the accrued, unused days carried over in any one year, days used will be deducted from an individual's accruals in the reverse order of their allocation (i.e., most recent allocations are deducted first).

**ARTICLE X - HOLIDAYS**

A. The holiday schedule for the employees in the unit covered by this Agreement shall be as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	One-half day before Christmas Day
Christmas Day	One-half day before New Years' Day

**ARTICLE XI - WORK YEAR**

All administrators in the unit shall be twelve-month employees and work a schedule consisting of twelve months, less 21 days of vacation and school holidays.

## **ARTICLE XII - BENEFITS POOL**

### **Salary Supplement**

The District shall provide a three thousand five hundred dollars (\$3,500) salary supplement in addition to each administrator's annual base salary in recognition of the positions' 12 month commitment and performance.

Administrators are responsible to pay all tuition, medical or insurance costs in excess of the benefits expressly provided herein, and all professional dues.

The parties previously adopted a provision for what is commonly called a "cafeteria plan." Individual administrators may apportion their salary and salary supplement to the extent lawful and mutually agreed upon by the parties, between after-tax and pre-tax uses allowed in such a plan.

## **ARTICLE XIII - SALARY**

Each administrator who is a member of the unit will have an option to elect between performance pay and a flat increase, according to the following conditions:

### **Section 1: Equal, Flat Amount**

A. Effective July 1, 1996, the salary tables and group performance component of compensation provided by the predecessor agreement is eliminated.

B. Salary increases for each administrator's base salary will be an equal, flat amount of \$2,000.00 for each full-time administrator.

### **Section 2: Optional, Voluntary Compensation System:**

A. On a completely voluntary basis, as an alternative to the above compensation increases, administrators voluntarily may elect the following option in which pay increases would be based upon performance on objectives set jointly by a committee of unit administrators and central office administrators (Superintendent and Assistant Superintendents).

B. The amount to be distributed will be a minimum of \$3,300.00 multiplied by the number of administrators electing this option. In the event that both parties fail to agree to change the guaranteed minimum spend for the school years stated above, the then guaranteed minimum spend will remain the same for those school years for the first year of this contract. The District will have discretion to increase the amount (such as to adjust for cost-of-living, or for a skewed distribution of individuals electing this option, or other reasons).

C. The allocation of the resulting pool will be determined by individual performance, but no individual's allotment will be less than zero or more than \$6,000.00.

D. The maximum and minimum Administrator base salaries are set forth on the table attached to this Agreement for all administrators whether or not electing performance pay (with the exception that there is no minimum base salary for Assistant Principal positions). For the term of this Agreement only, the maximum salary will be suspended and each Administrator's base salary will rise in the amount of increases otherwise negotiated and awarded through either the non-performance or performance pay system.

This provision, suspending the implementation of maximum salaries, will sunset, and the stated maximum base salaries will recommence, upon the termination of this Agreement (and any contrary result under the so-called "Triborough Amendment" is hereby waived), with the exception that Administrators' base salaries that have exceeded the stated maximum base salaries during the term of this Agreement will continue and their maximum base amount will be their then-existing base salary.

E. The performance objectives ("rubrics") to be developed will be based upon administrators' professional performance on all expectations of the position. The year-end evaluation and performance pay will be determined by the Superintendent and the two Assistant Superintendents, and unit members may submit self-evaluation reports and there shall be mid-year reviews and improvement plans (as applicable). The District and the union shall form a team to establish the performance objectives to be used starting with the 2002-03 school year. The team will complete such objectives no later than June 30, 2002.

F. To equalize the Assistant Principal salaries with the current labor market, in addition to the amount of increase otherwise negotiated and awarded through the performance pay system, the District will adjust the following Administrator's salaries according to the table below for Administrators employed by the District at the start of the 2002-03 school year.

Administrator	Date of Increase	Amount of Increase
Tom Hall	7/1/02	\$4,500
	7/1/03	\$1,000
	7/1/04	\$1,000
	7/1/05	-0-
Bob Speciale	7/1/02	\$3,500
	7/1/03	\$1,000
	7/1/04	\$1,000
	7/1/05	-0-

G. To reduce any possibility of a misperception that some administrator could benefit by refusing to share materials, skills or ideas, it is agreed that one of the criteria for awarding performance pay will include the extent to which the administrators volunteering for the system share materials, skills, and creative ideas with their colleagues.



H. The "C" levels of the ranges for performance pay (matrices attached) are set at the opt out amounts of \$2,000.

I. A draft outline of the performance pay system and rubric are required prior to the commencement of the Agreement and will be attached.

Section 3: In addition to the amounts above, in any year of the contract, any unit member may informally present information in support of an equity adjustment to the Superintendent (without challenge on the basis that such discussion constitutes individual negotiations); this provision is not a right to reopen negotiations and imposes no obligation upon the Superintendent to negotiate during the term of the agreement and he shall have discretion on whether to adjust a salary for equity purposes.

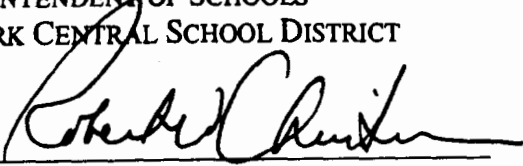
The District may also award administrators with an individual performance bonus which would not be added to their salary base. This award can be granted at any time at the sole discretion of the District.

#### ARTICLE XIV - DURATION OF AGREEMENT

This contract shall be in effect for the period from July 1, 2002 through June 30, 2006. Negotiations for a subsequent contract shall commence no later than January 15, 2006. Upon request by either party for a meeting to open negotiations, a mutually acceptable date shall be set not more than fifteen (15) days following such a request.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 31 day  
of July, 2002.

SUPERINTENDENT OF SCHOOLS  
NEWARK CENTRAL SCHOOL DISTRICT



Signature

ROBERT W CHRISTMANN

Name (printed)

PRESIDENT OF NEWARK  
ADMINISTRATORS ASSOCIATION



Signature

Michael P. Canale

Name (printed)

Appendix A

**DUES AUTHORIZATION FORM**

Name: \_\_\_\_\_ Position: \_\_\_\_\_

School: \_\_\_\_\_

Address: \_\_\_\_\_

Pursuant to Chapter 392, Laws of 1967, I hereby designate the Newark Administrators Association as my representative for the purpose of collective negotiations.

I also request and authorize the Newark School Board to deduct from my earnings and transmit to the Newark Administrators Association on a bi-weekly basis (September - May) all membership dues, to be deducted in equal installments from September through May. I understand that the Board will discontinue such deductions for any school year only if I notify the Board in writing.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Board and all of the District's officers from any liability thereof.

Administrators Organization: Newark Administrators Association

Dated: \_\_\_\_\_

Administrator's Signature: \_\_\_\_\_