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**Professional Agreement**  
**Between The**  
*Marathon Administrators Association*  
**And The**  
*Chief School Officer*  
**Of The**  
**Marathon Central School District**

**July 1, 2008 – June 30, 2012**

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## ***PREAMBLE***

In accordance with the provisions of the Public Employees' Fair Employment Act of the State of New York (Civil Service Law, Article 14) the Superintendent of the Marathon Central School District (herein after called the "District") and its administrative employees represented by the Marathon Administrators Association (herein after called the "Association") enter into this agreement. Intentions of this agreement, and the parties who are signatories to it, include perpetuating a harmonious relationship in which (1) collaboration is the rule for settling issues, (2) professional growth and renewal is supported as a means of resolving the educational challenges of the District, and (3) superb relations form the foundation for organizational success.

To maintain a positive, pro-active working relationship and ensure continued dialogue the parties will meet on a regular basis.

## ***Article I*** *Recognition*

The Marathon Central School District recognizes the Marathon Administrators Association as the exclusive bargaining agent with respect to terms and conditions of employment for all principals and assistant principals. Also included are coordinators (i.e., curriculum, special education) and other employees whose position and duties (1) are of an administrative nature and (2) which singly or in combination with other administrative positions total at least seventy-five percent (75%) of an individual's duties. Any persons recognized by this agreement are hereinafter referred to as "Administrators."

## ***Article II*** *Requirement by Taylor Law*

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 therefore, shall not become effective until the appropriate legislative body has given approval.

**Article III**  
*Savings Clause*

If any of the agreement is or at any time shall be judged contrary to law, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this agreement will continue in effect.

**Article IV**  
*Professional Organization*

The District will provide dues deduction for fees to such professional labor organizations as each Administrator shall designate and authorize.

The Association will be afforded up to four (4) days per year to conduct Association business, including, but not limited to, lobbying and resolution of labor disputes.

**Article V**  
*Grievance Procedure*

The following grievance procedure shall be available to all unit members for the purpose of resolving concerns that arise out of the interpretation and application of this collective bargaining agreement. It is the intent of this procedure to provide an orderly settlement of alleged grievances in an equitable manner at the lowest level.

**A. Definitions**

- A *grievance* is a claim by any unit member that there has been a violation, a misinterpretation, or misapplication of any specific provision of the agreement.
- The *grievant* shall mean any member of the unit or group of unit members alleging a grievance.
- A *business day* is defined as a day when the business office is open.

The Association and its members will have the right of representation at all levels of the grievance process.

**B. Procedure**

The aggrieved party will first attempt to resolve the grievance in a conversation with the Superintendent. If there is no resolution after two (2) attempts the aggrieved individual(s) shall initiate the formal procedures described below.

The grievant or his/her representative will orally present the grievance to the Superintendent.

If satisfaction is not received, within five (5) business days the unit member will submit his/her grievance in writing to the Superintendent of Schools. Within five (5) business days, the Superintendent will render a decision in writing. This timeline can be adjusted via mutual, written agreement.

If the grievance is not settled to the satisfaction of the grievant, he/she may appeal the Superintendent's decision. The grievance shall be submitted in writing to the Board of Education. The Board of Education will schedule an opportunity for the unit member(s) and his/her representation to orally present the grievance to the entire Board and seek a resolution. The Board of Education will then render a decision to the unit member(s) in writing no more than twenty (20) business days after this meeting. The decision of the Board of Education will be final and binding.

## *Article VI* *Professional Development*

The Board of Education recognizes the importance of supporting comprehensive professional development for its Administrators.

The Board of Education accepts that Administrators have access to the professional development fund as a means of funding professional development opportunities.

Commencing September 1, 2004 graduate coursework beyond the necessary requirements for permanent certification as a NYS School District Administrator (SDA) will be credited for salary purposes at a rate of \$33.00 per credit hour. Additionally, if the District requests that a unit member be enrolled in a course the District will pay all tuition and related costs applicable to this course(s). The Administrator will be credited the appropriate salary adjustment upon completion of the course. The Superintendent must approve the graduate level course work prior to enrollment. Course work should be related to the Administrator's position. Approval by the Superintendent will not be unreasonably withheld.

At the discretion of the Superintendent, the District will pay the Administrators' membership in professional assistance organizations such as ASCD, NYSASBO, NAESSP, and state or national curriculum groups. Where possible and where cost effective, organizational memberships will be secured.

Except for extenuating circumstances, the District will plan so that Administrators can attend a major (state, national) conference at least once every three years.

**Article VII**  
*Professional Evaluations*

Evaluations of unit members will be used as instruments of growth and improvement. Evaluations will be performed by the Superintendent of Schools on a yearly basis. Unit members are entitled to Association representation during any step in this process if it is determined that the evaluation may lead to disciplinary action directed toward the respective Administrator.

The evaluation will be based upon a set of criteria included in an evaluation instrument jointly developed by the representatives of the Association and the Superintendent of Schools. This instrument will be used for all administrative personnel.

If the Superintendent of Schools perceives a concern regarding the performance of any unit member, as long as this concern does not involve the violation of any law, the Superintendent of Schools will address his/her concern with the unit member as soon as it arises or as soon thereafter as is practical. Under these circumstances, a reasonable period of investigation not to exceed three (3) business days will be allowed.

In the event that an Administrator's performance summary is below acceptable levels or a specific concern warrants remediation, an improvement plan will be jointly developed by the Administrator and the Superintendent. The responsibility for defining the specific concern lies with the Superintendent. Once mutual agreement is reached the Administrator will begin implementation of the improvement plan within specified guidelines.

**Article VIII**  
*Protection of Professional Reputation*

Complaints by staff members, by parents, by students, by community organizations or by any other interested parties, with the exception to violations of law, which are directed towards an Administrator will be brought to the Administrator's attention by the Superintendent of Schools as soon as practicable, and if an answer is called for, the Administrator shall have the opportunity to reply.

No material derogatory to an Administrator will be placed in his/her personnel file without the Administrator first having the right to review such material. The Administrator shall acknowledge that he/she has had the opportunity to review such material and will affix his/her signature to a copy to be filed with express understanding that such a signature in no way indicates agreement with the contents of the material. The Administrator will also be entitled to have his/her written response to the material affixed to the copy. This response will carry the signature of the Superintendent of Schools indicating he/she is aware of its contents.

An Administrator will have the right, upon request to the Superintendent of Schools, to review the contents of his/her personnel file, and to make copies of any documents in it. This will be done in the presence of a designee of the Superintendent of Schools.

## *Article IX* *Leaves*

### **A. Personal Leave**

Each Administrator will be entitled to six (6) days of personal leave per year without loss of pay. At the discretion of the Superintendent of Schools, additional days may be taken from accumulated sick leave and used as personal leave. Personal leave shall be used to attend to personal business that can not be conducted outside of normal business hours. At the end of each year, all unused personal days will be added to accumulated sick leave.

### **B. Sick Leave**

Each Administrator will be entitled to twelve (12) days of sick leave per year without loss of pay. Unused sick days will be accumulated from year to year without limit.

### **C. Hardship Leave**

At the discretion of the Board of Education, individuals may be granted extension to leaves due to hardship. To be considered, individuals must appeal in writing to the Superintendent of Schools. Generally, the length of service and the degree of former use of leave allowances will be considered as factors.

### **D. Family and Medical Leave**

Administrators are eligible for unpaid leave of up to six (6) full months for reasons of family and medical leave as defined by the Family and Medical Leave Act. Requests for leave shall be made in writing at least thirty (30) days prior to the anticipated start of the leave whenever possible, or at the latest practical time if circumstances beyond the employee's control so require. Health insurance benefits shall not be affected by this leave.

### **E. Vacation Leave**

All administrative staff will be afforded twenty (20) days vacation each school year (July 1 – June 30).

Upon the completion of twelve, fourteen, sixteen, eighteen, and twenty years of uninterrupted service, one additional vacation day (one working day) will be granted for each of these increments for a total of one week (5 working days). Given the impact that these additional days will have on the District, the use of these days must be approved by the Superintendent.

An Administrator wishing to take vacation in excess of three consecutive weeks (15 work days) must have prior approval of the Superintendent of Schools. A request in writing must be



delivered to the Superintendent sixty (60) days prior to the first anticipated date of this vacation request.

Up to ten (10) unused vacation days will be "rolled over" to a subsequent school year. Only a maximum of ten (10) days may be held in this manner.

**F. Holiday Leave**

Administrators shall be entitled to the same holidays as approved for all 12 month employees.

**G. Snow Days**

It is understood that emergency closing days due to snow are designated as work days for Administrators. Administrators should report for work as soon as possible

**Article X**  
*Compensation*

**A. Salary**

For 2008 - 2009, each returning Administrator's salary shall be increased by four and one-quarter percent (4.25%).

For 2009-2010, each returning Administrator's salary shall be increased by four and one-quarter percent (4.25%).

For 2010 - 2011, each returning Administrator's salary shall be increased by four and one-quarter percent (4.25%).

For 2011 - 2012, each returning Administrator's salary shall be increased by four and one-quarter percent (4.25%).

**B. Longevity Incentives**

Administrators who serve beyond identified benchmark years will have the following award(s) added to their salary:

After 3 years	\$500
After 7 years	\$500
After 11 years	\$500
After 15 years	\$500
After 20 years	\$500
After 25 years	\$500
After 30 years	\$1,000

### **C. Graduate / In-Service Coursework**

Remuneration for graduate / in-service coursework for salary purposes shall be computed as found in Article VI (Professional Development) of this agreement.

## **Article XI**

### *Benefits*

#### **A. Insurances**

1. Beginning with the 2005-06 school year, and in subsequent years of this agreement, the Administrator shall pay fifteen percent (15%) of the total premium of individual or of family health coverage and the District will pay eighty-five percent (85%) of that same premium.

The District will provide a prescription drug plan that includes a two-dollar (\$2.00) co-pay for generic drugs and a six-dollar (\$6.00) co-pay for non-generic drugs.

2. **All administrative employees hired after June 1, 2008** will fall under the following health insurance contribution/coverage guidelines.

a) Employee contribution to health insurance premiums will be at the rate of 20% of the policy premium.

b) Health Insurance Prescription co-pay plan will be a three-tier plan at the rate of 10/20/35 dollars.

Current employees as of June 1, 2008 who move to full-time administrative positions will do so with their current benefits package intact..

3. **Dental.** The District agrees to provide dental programs whose schedule of benefits is at least equivalent to the Blue Shield Dental Health Basic Schedule A and Supplemental Basic Schedule A. Participating Administrators shall pay twelve dollars (\$12.00) of the total premium if individual coverage is elected or one hundred twenty dollars (\$120.00) of the premium if family coverage is elected.

4. **Flexible Spending Account.** The District will allow unit members to participate in a flexible spending account to the maximum extent permissible by law.

5. **Health Insurance Opt-out.** The district will pay a \$ 1200.00 cash buy out to any administrative employee who does not take advantage of the district health insurance and can demonstrate health coverage from another source. To qualify, non-participation must be for the entire year from September 1 to August 30. Payment is made at the end of the coverage period.

6. **Domestic Partnership – Health Insurance.** The district agrees to offer a Domestic Partnership Option to members of this collective bargaining unit as soon as such an option is offered through the health insurance consortium at OCM BOCES.

**B. Separation**

Any unit member who leaves the service of the District before retirement and who has accrued a minimum of ten (10) years of consecutive service will be eligible for a severance package. This package will total the sum payment for all unused sick days at a rate described under section C. Retirement of this article.

**C. Retirement**

Administrators planning to retire at the end of the fiscal year will notify the Superintendent's office in writing no later than three (3) months prior to the effective date.

A unit member who retires with ten (10) years or more of consecutive service to the District based upon the definitions of the New York State Teachers Retirement System will retire with his/her health insurance benefits in effect on the last day of service.

For administrators who are not current employees as of June 1, 2008, at the time that the retired employee and their spouse have both reached the age of Medicare eligibility, the retired administrator's primary insurance will shift to Medicare. The Marathon Central School District will then purchase a GAP- supplemental policy at no cost to the retiree that will maintain the retired administrator's level of coverage at the level of health insurance coverage in effect at the time of his/her retirement.

\*Any subsequent change in coverage/carrier must be negotiated with the Marathon Administrator's Association.

Retirement Incentive Grant- The previous retirement incentive grant will be dissolved based upon the following formula. For current administrators only, \$5000 of the retirement incentive, divided by the number of years of remaining eligibility, added to base salary for a maximum of four years. Specifically,

- DR - \$5000/5 years of eligibility = \$1000/yr. over the next four years
- TM- \$5000/3 years of eligibility = \$1667/yr. over the next three years
- SW - \$5000/5 years of eligibility = \$1000/yr. over the next four years
- CAD - \$5000/15 years of eligibility= \$ 333/yr. over the next four years

In addition to and separate from the Retirement Incentive Grant stipulations, the District will pay for each unused sick day as provided in the schedule below.

Accumulated Sick Days	Payment Per Day
1-100	\$35.00
101-200	\$45.00
201-240	\$50.00

While accrual of sick days is without limit for Administrators, payment for unused sick days is limited to two hundred forty (240) days.

**Article XII**

*Modification of Agreement*

It is understood that this agreement may be modified or amended only through mutual consent in writing through a signed amendment to this agreement.

**Article XIII**

*Negotiations Procedures*

No later than the final week of April of the year of expiration of this contract the parties will enter into negotiations leading to a re-negotiated contract. This timetable may be delayed or accelerated by mutual agreement of both parties. At the first scheduled meeting the Marathon Administrators Association will present its proposals in writing.

**Article XIV**

*Duration of Agreement*

The provisions of this agreement shall be effective July 1, 2008 and remain in effect and in force until June 30, 2012

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of May, 2008.

For the Association:

For the District:

\_\_\_\_\_  
David R. Rosetti, President, MAA  
Marathon Administrators Association

\_\_\_\_\_  
Timothy J. Turecek, Superintendent  
Marathon Central School

\_\_\_\_\_  
Thayer A. Miller, Vice-Pres, MAA  
Marathon Administrators Association

\_\_\_\_\_  
Dr. Michael Griep, President  
Board of Education