

**MASON CONSOLIDATED SCHOOLS  
ERIE, MICHIGAN 48133**

**MASON PRINCIPALS AND SUPERVISORS ASSOCIATION**

**PREAMBLE**

This Agreement entered **into this \_\_\_\_ day of \_\_\_\_\_, 2002**, by and between the Mason Consolidated School District, Erie, Michigan, hereinafter called the “District”, and the Mason Principals and Supervisors Association, hereinafter called the “MPSA”. Contract positions: Principal, Dean of Students, Director of Grants and Projects, Adult Education Consortium Director, Director of Transportation, Buildings & Grounds and the Director of Curriculum.

**SECTION I – RECOGNITION**

The District hereby recognizes the MPSA as the sole bargaining representative for all administrators excluding the Superintendent of Schools and the Business Manager.

The term “District” when used hereinafter in this Agreement shall refer to the elected representatives of the School District and/or its officially designated representatives as listed above by exclusion.

The term “Administrator” when used hereinafter in this Agreement, shall refer to those persons indicated above who are authorized and employed by the District in administrative capacities and whose responsibilities are, but not necessarily limited to, supervision of staff and building and district educational programs, recommending hiring, dismissing, and disciplining of employees and curriculum development as dictated by “District” policies, rules and regulations.

The term “Agreement” shall mean the Master Agreement itself together with all appendixes incorporated therein by reference.

**SECTION II – PROFESSIONAL COMPENSATION**

**Salaries**

The salaries of the administrators covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.

Initial placement on the salary schedule shall be determined by the Board of Education. Placement on the salary schedule may reflect experience, prior compensation and the needs of the Mason Consolidated School District.

### **In-service Service Activities**

The Board of Education recognizes the importance of State and National conferences, and school visitations and agrees to pay all reasonable expenses with Superintendent's prior approval, incurred while attending conferences and visitations, and to furnish upon request, advances commensurate with estimated expenses.

### **Mileage**

Use of personal automobile while conducting authorized school business shall be reimbursed at the current Board-approved per mile rate.

### **Probation**

Every employee covered by this Agreement shall serve two (2) years of probation as an Administrator in the school district. In addition, the employer shall have the right to place an employee on an additional term of probation for purposes of affording the administrator a reasonable and sufficient period to improve performance to the district's standards.

### **Tenure**

Administrators do not acquire tenure in their administrative position.

### **Contracts**

Administrative contracts of employment (excluding probationary administrators) are to be issued annually not less than 60 days prior to July 1. The length of the contract of employment shall be (1) year. One-year extensions may be approved annually by the board of education upon completion of a satisfactory evaluation. The Board of Education has the right not to renew any administrative contract of employment pursuant to the provisions of Section 1229a of 1976 PA 451, as amended.

## **SECTION III – WORKING CONDITIONS**

### **Management Team**

The Board agrees to support the team management concept which requires that all administrators be recognized as part of management. This necessitates that all team members be fully informed on matters of mutual concern; that information be shared prior to making the decisions that must be implemented by those involved at the various levels of administration.

Administrators shall be subject to assignment and transfer at the discretion of the superintendent of schools, subject only to the approval of the board of education. Individual contracts of employment shall be conformed to this provision.

If there are substantial changes in the duties of any existing administrative position, the MPSA shall be given the opportunity to discuss these changes with the Board. Should it be mutually agreed that the job responsibilities have been significantly increased, the salary of the modified position shall be negotiated.

#### **SECTION IV – PROTECTION OF ADMINISTRATORS**

The Board recognizes its responsibility to give all reasonable support and assistance to administrators with respect to maintenance of control and discipline in the schools.

Any case of assault upon an administrator performing in the line of duty shall be promptly reported to the Board or its designated representative. In the event that the MASSP/MAESP will not provide legal counsel, the Board will provide legal counsel. The legal counsel will advise the Administrator of his/her rights and obligations with respect to any such assault and will cooperate with the Administrator in connection with the handling of the incident by law enforcement and judicial authorities.

The board of education will support and defend any administrator against whom a civil complaint is brought so long as the conduct of the administrator which is the subject matter of the complaint, was within the scope and authority of the administrator's employment with the school district, and is not in conflict with the policy and position of the school district.

Any serious complaints by a person other than the Superintendent directed toward an Administrator shall be promptly called to the Administrator's attention and the person's name making the complaint shall be made in writing and shall be signed by the complainant. Unless the complaint is signed by the complainant, it cannot be used in the evaluation of the Administrator, or placed in his/her personnel folder, or be brought before the Board for formal action. The parties recognize that anonymous complaints can form the basis for an investigation of an administrator's conduct.

#### **SECTION V – EVALUATION**

The Superintendent of Schools is to evaluate all personnel covered by this Agreement according to Board policy. As a minimum, the evaluation shall consider the employee's performance in the assigned position, educational leadership skills, attendance at and participation in various educational and school related activities, educational teamwork, integration of curriculum, innovation in educational programs and policies, attendance, and other factors deemed significant by the administration.

Each year, after a conference with the Superintendent of Schools, a formal evaluation report shall be placed in the employee's file. A copy of the evaluation report shall be given to the employee. The employee shall be required to sign the evaluation document solely for the purpose of confirming that the administrator in fact received the document.

No employee covered by this Agreement shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantages without just cause during the term of the individual contract of employment.

## **SECTION VI – VACANCIES AND PROMOTIONS**

The MPSA shall be given written notice of all administrative vacancies in the District, including duties, responsibilities, and qualifications necessary to the position. Qualified employees within the bargaining unit, as well as outsiders are encouraged to apply. A minimum of ten (10) days shall be allowed for applications to be received from MPSA applicants. Consideration of all facets – preparation, experience, competency in previous positions, and other relevant factors, will be given to all applicants. The final decision on employment rests with the Board. Temporary action appointment to the vacancy may be made by the Board until a final selection is made.

## **SECTION VII – SENIORITY**

Administrative seniority in the Mason Consolidated School District is based on total experience in the district in an administrative capacity. If an Administrator is ever returned to a teaching position he/she will be entitled to be placed in the first position for which they are certified and qualified and for which they have sufficient seniority within the teacher's bargaining unit.

## **SECTION VIII – GRIEVANCE PROCEDURE**

### **A. Definition**

A grievance is a complaint by either a member of the bargaining unit or by the MPSA on its own behalf, alleging violation, misapplication, or misinterpretation of any provision of this Agreement.

#### **Step One:**

Any administrator with a grievance or the MPSA acting on its own behalf may file a grievance directly with the Superintendent within ten (10) school days of the occurrence of the grievance. Within ten (10) school days of receipt of the written grievance, the Superintendent shall investigate the grievance, meet with the administrator of the MPSA, but shall communicate his decision, in writing, to the MPSA.

#### **Step Two:**

If the decision at step one is unsatisfactory to the MPSA, they may appeal the decision, in writing, within ten (10) days to the Board of Education. Within ten (10) days after receiving the grievance a hearing will be held for appealing the decision of the Superintendent. Within five (5) days of the hearing, the Board Committee will render its decision in writing to the MPSA.

#### **Step Three:**

If the MPSA is not satisfied with the decision of the Board of Education's Grievance Committee, or if the Superintendent fails to abide by that decision, the MPSA may submit the grievance to an impartial and mutually agreed upon mediator. The mediator's decision will not be binding.

**B. Counsel:** During all phases of the Grievance procedure, the administrator or MPSA is entitled to legal counsel without expense to the Board.

**C. Reprisals:** No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

**D. Time Limits:** Time limits in all steps of the grievance procedure shall be strictly adhered to and may be extended by written agreement only. If the Board representative fails to communicate a decision within the time limits, the MPSA may take the matter to the next step.

## **SECTION VIII – MISCELLANEOUS PROVISIONS**

Individual employee contracts shall be subject to the terms of this Agreement and the provisions therein shall be incorporated into and be considered part of the established practices of the Board.

The Agreement shall be reproduced and one copy presented to each employee who is covered by the Agreement.

Sabbatical leave for professional improvement may be permitted on the basis of the law as stated in General School Laws. Any Board, after an Administrator has been employed for seven or more consecutive years, may grant said Administrator a sabbatical leave for professional improvement for a period not to exceed two semesters at any one time provided that the Administrator holds State required certification. During said sabbatical leave the Administrator shall be considered to be in the employ of the said Board, shall have a contract, and may or may not be paid compensation as provided in the rules and regulations of said Board, provided, however, that said Board shall not be held liable for death or injuries sustained by any Administrator while on sabbatical leave. Request for sabbatical leave shall be made directly to the Superintendent of Schools.

### **Jury Duty**

The Board of Education will pay the regular salary for jury duty. Any check received by the Administrator for such duty will be sent to the Mason Board of Education.

### **Funeral Leave**

Leave of absence not chargeable against Administrators' sick leave or business day allowance shall be granted for a maximum of five (5) days per school year for the death of husband, wife, father, mother, son, daughter, sister, brother, father or mother-in-law, grandparents or grandchildren.

### **Business Days**

Business days are allowed at the rate of three (3) per year. These are non-accumulative.

### **Inclement Weather**

Each Administrator will be allowed two (2) days per year in cases of inclement weather when school has been cancelled. Superintendent's office is to be notified.

### **Payment for Sick Leave**

Administrators leaving the employment of the Board after at least ten (10) years' service in the Mason Consolidated Schools shall be paid ten dollars (\$10.00) per day for each unused accumulated sick leave day in excess of sixty-five (65) days. Payment shall be made for more than one hundred fifteen (115) days.

### **Annuity**

The Board of Education shall provide a \$1,000 tax-free annuity for each Administrator covered by this Agreement. Payment will be made at the rate of \$500 in December and \$500 in June of each year.

**SECTION IX – DURATION OF AGREEMENT**

This Agreement shall be effective as of 1<sup>st</sup> day of July, 2002, and shall continue in effect for five (5) consecutive years end on the 30<sup>th</sup> day of June, 2007\_\_\_\_\_

MASON PRINCIPALS AND SUPERVISORS ASSOCIATION

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Secretary Date

MASON CONSOLIDATED SCHOOLS BOARD OF EDUCATION

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Secretary Board

**APPENDIX A**

**SALARY SCHEDULE**

	<b>Step</b>	<b>2002-03</b>	<b>2003-04</b>	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>
<b>Sr. High Prin Cons. Dir. [48 weeks]</b>	1	\$67588	\$69615	\$71356	\$73139	\$74968
	2	\$70296	\$72405	\$74215	\$76071	\$77973
	3	\$73118	\$75311	\$77194	\$79124	\$81102
	4	\$75587	\$77854	\$79801	\$81796	\$83840
	5	\$78045	\$80387	\$82396	\$84456	\$86567
	6	\$81185	\$83620	\$85711	\$87853	\$90050
<b>Jr. High Prin Elem Prin (20+ staff) [48 weeks]</b>	1	\$64853	\$66799	\$68468	\$70180	\$71935
	2	\$67459	\$69483	\$71220	\$73000	\$74825
	3	\$69254	\$71332	\$73115	\$74943	\$76816
	4	\$71714	\$73865	\$75712	\$77605	\$79545
	5	\$74172	\$76398	\$78307	\$80265	\$82272
	6	\$77155	\$79470	\$81457	\$83493	\$85580
<b>Elem Prin (less than 20 staff) [44 weeks]</b>	1	\$60258	\$62066	\$63617	\$65208	\$66838
	2	\$62668	\$64548	\$66162	\$67816	\$69511
	3	\$64606	\$66544	\$68208	\$69913	\$71661
	4	\$66544	\$68540	\$70254	\$72010	\$73810
	5	\$68540	\$70596	\$72361	\$74170	\$76024
	6	\$70596	\$72714	\$74532	\$76395	\$78305
<b>Curr. Dir. [48 weeks]</b>	1	\$79825	\$82220	\$84275	\$86382	\$88542
<b>Dean of Students [42 weeks]</b>	1	\$56940	\$58648	\$60114	\$61617	\$63157
	2	\$59218	\$60995	\$62520	\$64083	\$65685
	3	\$61587	\$63435	\$65021	\$66646	\$68313
	4	\$64050	\$65972	\$67621	\$69312	\$71045
<b>Director of Trans, Bldg &amp; Grd [48 weeks]</b>	1	\$48644	\$50103	\$51356	\$52640	\$53956
	2	\$50348	\$51859	\$53155	\$54484	\$55846
	3	\$52028	\$53589	\$54929	\$56302	\$57710
	4	\$53708	\$55320	\$56703	\$58120	\$59573
	5	\$55387	\$57049	\$58475	\$59937	\$61435
	6	\$57003	\$58713	\$60181	\$61686	\$63228

**All employees in this group will be allowed to be absent during Christmas Break, Spring Break, and Winter Break. 48 week Principals will also be off during the month of July. Curriculum Director and Director of Transportation, Buildings & Grounds will be off four (4) weeks during the fiscal year with the prior approval of the Superintendent. 44 week employees will be required to**



**work two (2) weeks after the end of the school year, and two (2) weeks before the beginning of the school year. 42 weeks employees will work one (1) week after the end of the school year and one (1) week before the beginning of the school year. Members will also not be required to report to work on legal holidays when school is closed.**

## **APPENDIX B – FRINGE BENEFITS**

### **Sick Leave**

Sick leave days will be allowed at the rate of fifteen (15) days per year for 48 week employees, maximum accumulated sick leave of 260 days. All 42 week employees are allowed thirteen (13) sick leave days per year.

### **Disability Insurance**

Long Term Disability coverage will be afforded the employees covered by this Agreement through MESSA. Coverage will be at 66-2/3% of monthly earnings up to a maximum of \$5000 per month, after a 90-day waiting period.

### **Group Term Life Insurance**

Group Term Life Insurance in the amount of \$100,000 will be given to employees covered by this Agreement.

### **Health Care Insurance**

The Board of Education shall provide MESSA Super Care I insurance coverage up to and including full family and sponsored dependents, up to age 25, for all employees covered by this Agreement. Employees shall be subject to a per prescription co-pay of \$5.00 for generic prescriptions and \$10.00 for named brands. In addition, the employees covered by this agreement shall pay a deductible of \$100.00 per individual and \$200.00 for full family coverage.

### **Dental Insurance**

The District shall provide Delta Dental as part of the MESSA Pak A & B.

### **Vision Insurance**

The District shall provide VSP-III Plus as part of the MESSA Pak A & B.

All insurance benefits provided by this agreement shall be subject to review and change of carrier pursuant to the School District bidding procedures during the life of this agreement. Benefits shall remain substantially equivalent. Any change(s) in benefits or carriers are subject to mutual agreement by the parties.

## APPENDIX C

### LETTER OF UNDERSTANDING

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the Board of Education for the Mason Consolidated School District, hereinafter referred to as “Employer”, and the Mason Principals and Supervisors Association, hereinafter referred to as “MPSA” as follows:

1. That members of the MPSA prior to July 1, 2002, have accumulated vacation time as specified in Exhibit A, attached hereto.

2. That the parties hereby agree that the specified accumulated vacation time shall be frozen as of that date and that henceforth no member of the bargaining unit shall earn or accumulate vacation time pursuant to the collective bargaining agreement currently in force.

3. That each member of the bargaining unit having accumulated vacation time under the terms of the previous collective bargaining agreements shall retain said vacation time to the extent permitted in the collective bargaining agreement which expired on the 30<sup>th</sup> day of June, 2002, and as specified in Exhibit A, a copy of which is attached hereto and made part hereof.

4. That said employees shall be permitted to use the accumulated vacation time in accordance with the following policy:

a) That an employee may use up to three (3) days of accumulated vacation time during any given school year as personal leave subject, however, to the specific prior approval of the Superintendent of Schools. This provision shall be construed to be supplemental to the personal leave provision contained in the collective bargaining agreement effective July 1, 2002.

b) At retirement, each bargaining unit member still possessing accumulated vacation time shall be paid therefor at the daily rate in effect on July 1, 2002.

5. This agreement represents the entire agreement of the parties relative to this issue and this agreement cannot be modified except by mutual agreement of the parties, reduced to writing and signed by the respective parties.

**BOARD OF EDUCATION  
MASON CONSOLIDATED SCHOOL DISTRICT**

**By:** \_\_\_\_\_  
**President**

**And:** \_\_\_\_\_  
**Secretary**

**MASON PRINCIPALS AND SUPERVISORS  
ASSOCIATION**

**By:** \_\_\_\_\_  
**President**

**And:** \_\_\_\_\_  
**Secretary**