

**AGREEMENT**  
between  
**MASON CONSOLIDATED SCHOOLS**  
**ERIE, MICHIGAN 48133**  
and  
**MASON PRINCIPALS AND SUPERVISORS ASSOCIATION**

**PREAMBLE**

This Agreement entered into this 20<sup>th</sup> day of July, 2015 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 covered under the MPSA group: Principal, Assistant Principal and/or Dean of Students, and Director of Transportation & Buildings and Grounds.

**SECTION I – RECOGNITION**

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

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.

### **Professional Development Activities**

The Board of Education recognizes the importance of State and National conferences, and school visitations and agrees to pay all reasonable expenses with the 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 one (1) year during the first two (2) years of probation and two (2) years after the probation period. 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 1229 of the Revised School Code, as amended.

### **Termination of Employment**

The Board shall be entitled to terminate a member's employment at any time when it determines the member has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the member materially breaches a Board policy or this contract.

## **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, subject to confidentiality requirements, and 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 or law.

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 placed in his/her personnel folder or be brought before the Board for formal action unless there is other evidence to substantiate the complaint. The parties recognize that anonymous complaints can form the basis for an investigation of an administrator's conduct.

#### **SECTION V – VACANCIES**

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.

## **SECTION VI – SENIORITY**

Seniority in the MPSA is based on the date of hire as an administrator in the school district. If administrators are hired on the same day, the total time with the school district will determine seniority.

## **SECTION VII – GRIEVANCE PROCEDURE**

**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.

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

### **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, or his/her designee, shall investigate the grievance, and meet with the administrator of the MPSA, and shall communicate any decision, in writing, to the MPSA representative(s).

### **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 by the Board of Education. Within five (5) days of the hearing, the Board will render its decision in writing to the administrator and the MPSA.

### **Step Three**

If the MPSA is not satisfied with the decision of the Board of Education, 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.

## **SECTION VIII – MISCELLANEOUS PROVISIONS**

### **Individual Employee Contracts**

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

### **Reproducing Agreement**

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

### **Sabbatical Leave**

Sabbatical leave for professional improvement may be permitted on the basis of the law as stated in General School Laws. The 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 Board, shall have a contract, and may or may not be paid compensation as provided in the rules and regulations of the Board, provided, however, that the 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 Business Office.

## **SECTION IX – FRINGE BENEFITS**

### **Disability Insurance**

Long Term Disability coverage will be afforded the employees covered by this Agreement through MESSA (or a comparable carrier). 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 one of the three following options:

1. MESSA (or a comparable carrier) Choices II insurance coverage up to and including full family and sponsored dependents, up to age 26, for all

employees covered by this Agreement. Employees shall be subject to the Saver Rx prescription program, \$20 office visit co-pay, \$25 urgent care co-pay, \$50 emergency room co-pay, and \$500/\$1000 deductible, or

2. MESSA (or a comparable carrier) ABC Plan 1 insurance coverage up to and including full family and sponsored dependents, up to age 26, for all employees covered by this Agreement. Employees shall be subject to the ABC Rx prescription program, or
3. A cash in lieu payment of \$400 per month. Pak B will be provided at no cost for those employees taking cash in lieu.

### **Dental Insurance**

The District shall provide Delta Dental (100/90/90/90) as part of the MESSA (or a comparable carrier) Pak A & B.

### **Vision Insurance**

The District shall provide VSP-III Plus as part of the MESSA (or a comparable carrier) Pak A & B.

### **Change of Benefits**

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.

### **Business/Personal Days**

Business and or personal days are allowed at the rate of three (3) per year. Any unused business/personal days at June 30<sup>th</sup> will be transferred to accumulated sick leave.

The administrator has the obligation to report business days by utilizing the District's prescribed method of recording business days prior to taking a business day and must have prior approval by the superintendent.

If an administrator resigns or is otherwise terminated prior to the end of the fiscal year, personal days posted for that fiscal year shall be prorated based on the number of days worked. Personal days shall not be credited to an administrator while on an unpaid leave.

### **Sick Days**

Sick leave days will be allowed at the rate of fifteen (15) days per year for 260 day employees, maximum accumulated sick leave of 260 days. All 240 day employees

are allowed thirteen (13) sick leave days per year, maximum accumulated sick leave of 240 days.

The administrator has the obligation to report days absent by utilizing the District's prescribed method of recording sick days by the end of each day absent. The administrator is to also inform the Superintendent of absences.

If an administrator resigns or is otherwise terminated prior to the end of the fiscal year, sick days posted for that fiscal year shall be prorated based on the number of days worked. Sick days shall not be credited to an administrator while on an unpaid leave.

**Payment for Sick Leave**

Administrators leaving employment and or retiring from the Mason Consolidated Schools after at least ten (10) years of administrative service will be paid ten dollars (\$10.00) per day for each unused accumulated sick leave day in excess of sixty-five (65) days with a cap of three hundred twenty five (325) days. Payment shall not be made for more than two hundred sixty (260) days. The District will also pay the accumulated sick day's bank amount to the estate of any deceased MPSA member.

**Funeral Leave**

Leave of absence will be for a maximum of five (5) work days, three (3) as bereavement and two (2) charged against an administrators' sick leave or business/personal day allowance and shall be granted for the death of husband, wife, father, mother, son, daughter, sister, brother, grandparents, grandchildren, stepparents, stepbrother, stepsister, stepchildren, parents-in-law or any member of the family who is a permanent resident of the administrator's household.

MPSA members may be granted one (1) day to attend funerals for a non-immediate family person at the discretion of the Superintendent or designee, again chargeable against the administrators' sick leave or business/personal day allowance. Weekends will not be included in the five (5) bereavement days. MPSA members may make a request to the Superintendent for additional days needed for travel purposes or personal business. The additional days will be deducted from the Administrators' sick leave or business/personal day allowance. The Superintendent, in his or her discretion, may grant up to five (5) additional days.

**Holidays**

The following will be paid holidays for MPSA members covered by this Agreement:

- |                         |                        |
|-------------------------|------------------------|
| Labor Day               |                        |
| Thanksgiving Day        | Day after Thanksgiving |
| Christmas Eve           | Christmas Day          |
| Day after Christmas Day | New Year's Eve Day     |

New Year's Day  
Martin Luther King Day  
Memorial Day

President's Day  
Good Friday  
Fourth of July

If the holiday falls on a Sunday, the employees shall receive the following Monday off. If the holiday falls on a Saturday, the employees shall receive the preceding Friday off.

Any holiday MPSA members are required to work would be taken off at a later date with approval from the Superintendent.

### **Vacation Time**

MPSA members will be required to use all of their earned vacation time during the fiscal year through June 30, with no carryover.

Time when vacation days are used will be mutually agreed upon and must be approved by the Superintendent in advance.

The administrator has the obligation to report vacation days by utilizing the District's prescribed method of recording vacation days prior to taking a vacation day.

If an administrator resigns or is otherwise terminated prior to the end of the fiscal year, vacation time posted for that fiscal year shall be prorated based on the number of days worked. Vacation time shall not be credited to an administrator while on an unpaid leave.

Vacation time posted on July 1st for use during the current fiscal year:

0-9 years of District experience – 22 days  
10-14 years of District experience – 25 days  
15+ years of District experience – 30 days

### **Inclement Weather**

MPSA members may use vacation days or business/personal days on inclement weather days, if they choose not to report for the day.

If MPSA members are directed by the Superintendent to report to work for any reason during a non-work day, that day will be credited as an additional non-work day to use during the summer.

### **Annuity**

The Board of Education shall provide a \$1,000.00 tax free annuity for each MPSA member covered by this agreement. Payment shall be spread out evenly over the twelve (12) month period.



**SECTION X – DURATION OF AGREEMENT**

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated below.

This Agreement shall be effective as of the 1<sup>st</sup> day of July, 2014, and shall continue in effect for two (2) year(s), ending on until and including the 30<sup>th</sup> day of June, 2016. To the extent that the terms of this Agreement require the:

**MASON PRINCIPALS AND SUPERVISORS ASSOCIATION**

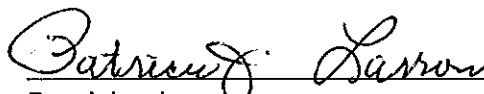
  
\_\_\_\_\_  
MPESA Representative

7-20-15  
Date

  
\_\_\_\_\_  
MPESA Representative

7-20-15  
Date

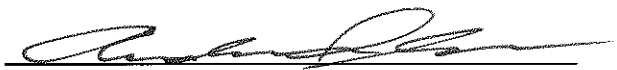
**MASON CONSOLIDATED SCHOOLS BOARD OF EDUCATION**

  
\_\_\_\_\_  
President

7-20-15  
Date

  
\_\_\_\_\_  
Secretary

7-20-15  
Date

  
\_\_\_\_\_  
Superintendent

7-20-15  
Date

**APPENDIX A  
SALARY SCHEDULE**

		<u>2015-2016</u>
Sr. High Principal [260 days]	1	\$78,224
	2	\$81,229
	3	\$84,358
	4	\$87,096
	5	\$89,823
	6	\$93,306
MS Principal Elem Principal [260 days]	1	\$75,190
	2	\$78,081
	3	\$80,072
	4	\$82,801
	5	\$85,528
	6	\$88,836
Asth. Principal And/or Dean of Students [240 days]	1	\$70,094
	2	\$72,767
	3	\$74,917
	4	\$77,066
	5	\$79,280
	6	\$81,561
Director of Transportation/ Building & Grounds [260 day]	1	\$57,212
	2	\$59,102
	3	\$60,966
	4	\$62,829
	5	\$65,691
	6	\$66,484

Bargaining Unit members working 240 days will take their 20 unpaid days when school is not in session and as mutually agreed upon by the Superintendent and the employee.