

Revised: April 20, 2005
Revised: December 10, 2000
Revised: October 1, 1998
Revised: April 17, 1996
Approved: June 12, 1996

MASA Policy:

CONSULTATION AND LEGAL ASSISTANCE

MASA GOAL

The MASA Board of Director understands that from time to time members need assistance with personal or professional job related issues. MASA's primary goal is to support the administrator whether the need is simply for advice or to assure due process by legal counsel in job related action or proceedings.

CONTRACT REVIEW

For contract reviews, members will utilize a three-step plan which includes:

- A) Member self-analysis of their own contract as compared to the model contract and annotations to the model contract (both are posted on the MASA web site – www.mnasa.org).
- B) Executive Director's review of contract articles which are unclear.
- C) Review by legal counsel of any remaining issues and/or concerns, as authorized by the Executive Director.

The maximum allowance to be paid by MASA for contract reviews will be \$300 annually for a member. Additional legal advice will be the responsibility of the individual member.

ACCESSING CONSULTATION ON LEGAL ASSISTANCE SERVICE

First call the MASA office and talk to the Executive Director. Depending on the situation, one of the following actions will be taken:

- The problem may be addressed simply through information provided by the Executive Director.
- If not resolved on the telephone, a meeting may be arranged with the Executive Director to talk about the issue in more depth. (See Consultation.)
- The member may be referred to another member, organization or agency for assistance.
- The member may be referred to the Association attorney for legal assistance.

CONSULTATION

A meeting may be arranged with the Executive Director to discuss a particular situation in more depth. This will also be an opportunity to review any documentation such as the member's contract, board minutes, correspondence, etc. The meeting should conclude by agreeing on a course of action to respond to the situation.

The Executive Director will provide a clear communication with individual members and legal counsel regarding MASA's process for obtaining legal assistance and subsequent financial support for such assistance.

CRITERIA FOR LEGAL ASSISTANCE

1. You must be an active or service member of MASA at the time of the incident leading to the legal action as well as at the time of the request.
2. Legal assistance will be available without regard to race, creed, color, sex, marital status, age or disability.
3. Management decisions whose defense is properly the legal responsibility of the school district will not be covered by MASA.

FINANCIAL SUPPORT FOR LEGAL ASSISTANCE

The ultimate financial responsibility for legal services as belongs to the individual member. Clearly inform a member in need of legal service about the level of support to be expected from MASA, the MASA insurance policy, and AASA. This support is contingent upon continued membership in MASA/AASA through the end of the legal and reimbursement process. Non supported legal expenses are the responsibility of the member.

MASA, and the member, will share responsibility for seeking reimbursement from AASA and from the MASA insurance provider. MASA will set up a separate individual account in regard to legal services for each member who is utilizing such services. All services provided to a member annually, will be included within an individual member's legal service account.

When a member is approved to receive legal assistance, the following steps will be initiated:

1. MASA will pay the first \$700 of legal costs. Thereafter, the member is responsible for paying the costs of legal assistance until the case is settled.
2. When the case is settled, MASA will assist the member in applying for eligible funds available from:
 - a. The Liability Insurance carrier for the American Association of School Administrators (AASA) – pays \$1,000 for each continuous year of service up to a maximum of \$10,000. A break in service requires a restart at year one (1) when an individual rejoins AASA. A specific form must be filed with AASA for reimbursement. MASA will assist with this task.
 - b. School District Reimbursement – Members may be eligible for reimbursement of legal costs under local school district policies.

3. Only after the member receives reimbursement from the sources listed above may the member request consideration of additional reimbursement from MASA. MASA will pay \$500 for each year of continuous service with the Association up to a maximum of \$5,000. “Continuous” is defined as ongoing “active” or “service” membership, or, if while on leave from a district, the person maintains a “Persons on Leave” membership. See the schedule below:

Continuous Years of MASA Membership:

First through Second Year of Membership	\$1,000
Third Year of Membership	\$1,500
Fourth Year of Membership	\$2,000
Fifth Year of Membership	\$2,500
Sixth Year of Membership	\$3,000
Seventh Year of Membership	\$3,500
Eighth Year of Membership	\$4,000
Ninth Year of Membership	\$4,500
Tenth Year and over	\$5,000

3. New contracts and retirement/long term leave agreements.

Members may access MASA designated legal counsel for the purpose of negotiating new contracts and retirement/long term leave agreements. MASA will provide up to \$300 for legal consulting annually for this service. Additional consultation and legal services will then become the personal responsibility of the individual member.

4. Post-Retirement Support.

Occasionally questions arise concerning previous employment, or TRA questions surface after a member retires. Support after retirement will be limited to a maximum of \$250 of verbal advice or written documentation. Any additional cost will be borne by the retiree.