



PROFESSIONAL AGREEMENT

BETWEEN THE

ROYAL OAK BOARD OF EDUCATION

AND THE

**ROYAL OAK SCHOOL PSYCHOLOGISTS
ASSOCIATION**

2013-14

2014-15

2015-16

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

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PROFESSIONAL AGREEMENT BETWEEN THE
ROYAL OAK BOARD OF EDUCATION
AND THE
ROYAL OAK SCHOOL PSYCHOLOGISTS ASSOCIATION

This Agreement is made and entered into this 23rd day of May, 2013, by and between the BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF ROYAL OAK, Oakland County, Michigan (hereafter called the "Board" and the ROYAL OAK SCHOOL PSYCHOLOGISTS ASSOCIATION (hereafter called the "Association").

PREAMBLE

"The school psychologist believes in the dignity and worth of the individual human being. He is committed to increasing man's understanding of himself and others. While pursuing this endeavor, he protects the welfare of any person who may seek his service or of any subject that may be the object of his study. He does not use his professional position or relationships, nor does he knowingly permit his own services to be used by others, for purposes inconsistent with these values. While demanding for himself freedom of inquiry and communication, he accepts the responsibility this freedom confers: for competence where he claims it for objectivity in the report of his findings, and for consideration of the best interest of the educational environment, his colleagues and of society."

Edited from the American Psychologist
January 1963

WITNESSETH

WHEREAS, the Board and the Association following deliberate negotiations have reached certain understandings with respect to salaries, hours, terms, and conditions of employment, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

Section A. The Board recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to salaries, hours, terms, and conditions of employment for all psychologists, examiners, school diagnosticians, and/or school psychologists, excluding all others.

Section B. The term “psychologist” when used hereinafter in the Agreement shall refer to all employees in this negotiating unit.

Section C. The Board shall not negotiate with any other organization on behalf of the psychologists for the duration of this Agreement.

ARTICLE II

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

Except as modified by the specific terms of this Agreement, the Board shall retain all rights and power to manage the Royal Oak School District, and to direct its employees. The Association recognizes these Board rights as conferred by the laws and the Constitution of the State of Michigan and inherent in the Board's responsibility to manage the public school system, including, but not expressly limited to, the right:

(a) to the executive management and administrative control of the school system and its properties and facilities, and the school activities of its employees during the employee working hours;

(b) to hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;

(c) to establish levels and courses of instruction after consultation with the appropriate members of the teaching staff, to establish special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board;

(d) to provide and approve the selection of textbooks, teaching materials, and aids necessary for an adequate instructional program;

(e) to determine the duties, responsibilities and assignments of psychologists subject to the express provisions of this Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules and discretion in connection therewith shall be limited only by specific and express terms of this Agreement.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF PSYCHOLOGISTS

General Provisions:

- (a) Psychologists shall not be reprimanded by a supervisor publicly, that is, in the presence of parents, students, or any school employees.
- (b) Should an administrator or supervisor consider it necessary to reprimand a psychologist for any reason, the psychologist must be given prior notice of such intention and the opportunity that any Association representative be present.
- (c) Under normal conditions the psychologist maintains the right to determine the appropriate psychological procedures to be used in the evaluation of any student referred to the psychologist. Should a disagreement occur, the matter will be discussed with the Executive Director, Administrative Services and Director of Special Education.
- (d) The psychologist agrees to adhere to all ethical standards endorsed by the American Psychological Association and The National Association of School Psychologists.
- (e) The psychologist accepts the responsibility for providing the referral agent with a written report of his/her diagnostic conclusions when a psychological evaluation is requested by the Student Study Team.
- (f) Prior to contracting out work the Board agrees that members of the ROSPA, if available, will be offered the first opportunity for additional work. The rate of compensation will be determined by mutual agreement of the administration and the individual involved.

ARTICLE IV

WORKING CONDITIONS

Section A. Minimal daily working hours shall be defined as eight hours as approved by the Executive Director, Administrative Services and Director of Special Education. Because of the nature of psychologists' work, including after-school conferences with parents, attendance at Board of Education meetings, and attendance at Board of Education Committee meetings are required and considered an integral part of their normal duties.

Section B. Psychologists may attend conferences and workshops designed to provide enrichment and enhance their skills in providing psychological services in the school district on the following basis:

1. Psychologists may attend state conferences in accordance with the conference attendance policy for the district as administered by the Psychologist Conference Attendance Committee. Requests for conference attendance should be submitted to the Committee through the Director of Special Education.
2. Requests for attendance at conferences or workshops beyond the school district policy should be submitted to the Executive Director, Administrative Services.

Section C.

1. Psychologists shall follow a 195-day school year. Psychologists will not be on-duty during school recesses within the school year, but will be on duty whenever teachers and/or students are in session. The additional work days, beyond those when teachers and students are in session, will be arranged annually for the next school year in a mutually agreed upon schedule with the Director of Special Education no later than June 10.

2. Effective with the 1987-88 school year, in accordance with the provisions of MCLA 388.1701 (3) and (4) of the State School Aid Act, as amended by PA 239 of 1984, and/or subsequent amendments, scheduled days of student instruction which are not held because of conditions not within the control of the Board of Education, including inclement weather, may be rescheduled at the discretion of the Board. Psychologists will receive their regular pay for days which are cancelled but shall work on any rescheduled days rescheduled by the Board of Education up to a maximum of one hundred ninety-five (195) with no additional compensation.

It is understood that the total annual salary is based upon one hundred ninety-five (195) days of work during the entire school year regardless of whether the days actually worked are the same as originally listed on the calendar or are adjusted due to necessary rescheduling as provided above.

Section D. During the first four years of employment with the District, a psychologist may be required to complete up to five (5) days of staff development outside the school day with the recommendation of the Executive Director, Administrative Services.

ARTICLE V

PAID AND UNPAID LEAVES OF ABSENCE

Section A. Absence With Pay

1. Psychologists may be absent with pay because of the following reasons:
 - a. personal illness or injury;
 - b. death in the immediate family;
 - c. other reasons approved by Superintendent or designee
2. Absence with pay for personal illness or injury, generally known as sick leave, is defined as a time of employee absence because of personal illness or injury during the time the employee is granted income protection by the Board of Education.
3. Upon employment and after starting work, a psychologist is granted thirty-six (36) work weeks' income protection in any school year for personal illness or injury by the Board of Education.
4. Psychologists may be absent and qualify for one-half (1/2) pay for a sabbatical leave approved by the Board of Education. (See Section D below.)

Section B. Absence Without Pay

1. Psychologists may be absent without pay because of, but not limited to, the following reasons:
 - a. study;
 - b. travel;
 - c. alleviation of personal or family hardship;
 - d. military service;
 - e. exchange program.

2. Absence without pay by a psychologist shall occur only upon approval by the Superintendent of Schools or the Board of Education.
3. Periods of absence without pay shall not be approved for periods of more than one (1) year.

Section C. Severance Pay

1. Psychologists with ten (10) or more years of service in the school district shall be granted upon voluntary termination of their employment pay amounting to twelve and one-half (12.5) weeks' wage.
2. Psychologists who work less than full time will be eligible after ten years of service on a prorata basis. i.e. a .5 employee will receive severance pay equivalent to .5 of twelve and one-half (12.5) weeks' wage.
3. Any psychologists whose employment with the district is terminated by discharge will not qualify for severance pay.
4. Severance pay shall be granted only once.
5. After July 1, 1989, any newly hired psychologist will not be eligible for severance pay.

Section D. Sabbatical Leave

1. Pursuant to Section 380-1235 of the School Code, a maximum of one (1) psychologist may be granted sabbatical leave for professional improvement for a period not to exceed two (2) semesters at any one time, provided that the psychologist has been employed by the Board for at least seven (7) consecutive years. All sabbatical leaves shall be in accordance with the sabbatical leave policy of the district. Compensation for a psychologist on a sabbatical leave will be granted on the basis of one-half (1/2) of the psychologist's base salary and full medical and life insurance coverage as is in effect at the time of the leave.
2. At the expiration of a sabbatical leave of absence, return placement shall be made to the position open which the qualifications of a psychologist fulfill.

ARTICLE VI

PROFESSIONAL QUALIFICATIONS OF SCHOOL PSYCHOLOGISTS

Psychologists shall be certified for employment as determined by the State of Michigan.

ARTICLE VII

EVALUATION OF PERSONNEL

The evaluation of school psychologists is a continuous process of primary concern to both the Association and the Board.

Section A. Observations of psychologists and their work shall be of sufficient time and frequency to enable the department chairperson and the Board to assess competence and performance. All monitoring of such performance shall be conducted openly. Use of electronic devices must be authorized by the evaluatee.

Section B. Written, formal evaluations shall be made once a year by the supervisor. The probationary period shall last at least four years. The probationary period may be shortened on the basis of years of prior experience as a school psychologist by the Board of Education.

Section C. The evaluation shall indicate those areas where improvements are needed, if such exist, and suggestions for improvements shall be listed. Either the psychologist or the evaluator may ask for consultants or other resource personnel to provide assistance, if needed, to help with improvement.

Section D. Each formal evaluation by the administrator shall include a conference with the psychologist. It may also include a self-evaluation by the psychologist. Following each evaluation, a written report shall be made by the individual conducting the evaluation. The psychologist being evaluated shall sign all such reports, but with the understanding that this does not constitute agreement with the contents of the report. A copy of each evaluation report shall be given to the psychologist, Special Education Administrator, supervisor, and building principal. All written, formal evaluations are to be placed in the psychologist's personnel file.

The psychologist may submit any additional comments to the written evaluation in the event that he/she does not agree with the contents of the evaluation. A psychologist may confer with the Superintendent or the Superintendent's designee regarding his/her evaluation upon request.

Section E. Matters regarding the procedures of evaluation may be grieved at the time of any alleged action.

Section F. In all evaluations of psychologists the evaluator shall be the Executive Director, Administrative Services and/or the Director of Special Education, or the building principal of any school served by the psychologist, or any central staff administrator, with input from the department chairperson who must be an experienced psychologist and who is a member of the Association.

ARTICLE VIII

PERSONNEL FILES

Section A. Each psychologist shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the psychologist's request, accompany the psychologist on this review. The review must be made in the presence of the administrator responsible for the safekeeping of these files.

Section B. Any complaints by parents or any person directed toward the psychologist shall be promptly called to the psychologist's attention by a Special Education administrator or the building principal. Psychologists are entitled to know the identity or source of all such complaints.

Section C. A copy of all items placed in a psychologist's personnel file shall be given to the psychologist. The psychologist shall have the right to answer any material contained in the files and such answer shall be attached to the file copy.

ARTICLE IX

PROFESSIONAL GRIEVANCE PROCEDURES

Section A. The term “grievance” shall mean a claim of alleged violation, misinterpretation, or misapplication of this Agreement including policies of the Board which are in conflict with the terms of this Agreement.

Section B. General Provisions

If a psychologist believes there is a basis for a grievance, the psychologist shall first discuss the alleged grievance with the immediate supervisor, that is, the Executive Director, Administrative Services. The psychologist may be accompanied by an Association representative. If a grievance still exists after discussion with the supervisor, the psychologist may invoke the grievance procedure.

Section C. The time limits indicated at each level of the procedure as set forth below shall be considered as a maximum. However, said time limits may be extended by mutual consent of the Board and Association, and stated in writing.

Section D. Steps of Grievance Procedure

A grievance must be filed within ten (10) school days of the occurrence of which the grievant complains or ten (10) school days of the date when the grievant or Association had reasonable opportunity to be aware of said occurrence. The Association shall initiate the formal grievance procedure by delivering a copy of a grievance form to the Executive Director, Administrative Services.

1. Step One. Within five (5) school days of receipt of the written grievance, the Executive Director, Administrative Services shall meet with the grievant in an effort to resolve the grievance. The principal or supervisor shall indicate the disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the grievant and/or Association representative and to the chairman of the Association Grievance Committee.
2. Step Two. If the grievance is not resolved at Step One, the grievance may be transmitted to the Superintendent or designee by filing a written notice thereof with the Superintendent’s office within seven (7) school days of receipt of the principal’s written disposition. The Superintendent or designee shall meet with the association within five (5) school

days of the receipt of the grievance at this step in an effort to resolve it. The Superintendent or designee shall indicate the disposition thereof in writing within seven (7) school days of such meeting, and shall furnish a written copy of the disposition to the Association.

3. Step Three. If the grievance is not resolved at Step Two, the grievance, at the option of the Association, may be submitted for arbitration. The Association shall give the Superintendent or designee written notice of the intention to arbitrate within five (5) school days of receipt of the written disposition of the Superintendent or designee. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. The cost of the arbitration shall be shared equally between the Association and the Board. The award of the arbitrator shall be advisory upon the Association and the Board.

Section E. Disposition in Event of Default

1. Failure of the Association to proceed with any grievance within the time limits set forth in the above section shall result in dismissal of the grievance and shall be deemed an acceptance of the decision previously rendered at the most advanced step of the procedure before the said failure to observe stated time limits.
2. Failure of the Superintendent or designee to render a decision within the time limits set forth in the above section shall automatically move the grievance to the next step in the procedure.

ARTICLE X

REDUCTIONS IN PERSONNEL AND RECALL

Section A. In the event that the Board acts to curtail staff, thereby causing layoffs, the Board shall discuss such layoffs with the Association thirty (30) days before the effective layoff date in order to inform the Association as to the effect of these layoffs on the psychological staff.

Section B. Staff reduction shall be executed in the following manner:

1. Psychologists shall be laid off in the order of least to greatest seniority.
2. Length of service shall be determined by subtracting the first date of hire from the current date. Time not counted toward length of service shall include personal leaves and time between resignation and rehire.

Section C. The recall of psychologists from a layoff shall be in reverse order from layoff providing they can meet the qualifications of the available position.

Section D. Notice of recall shall be sent to the psychologist at his/her address as shown on the personnel records. If an employee fails to report for work within five (5) work days from date of mailing of notice of recall, he/she shall be considered as having resigned.

Section E. A laid off probationary psychologist must notify the Superintendent or designee of his/her desire to return to employment by June 30 of the school year to continue on layoff status. If the psychologist is not recalled within one year, the obligation of the Board to reemploy the psychologist is terminated. A laid off non probationary psychologist must notify the Superintendent or designee of his/her desire to return to employment by June 30 of each school year to continue on layoff status for the ensuing year. Failure to notify the Superintendent or designee by June 30 or the psychologist's acceptance of a contract elsewhere at any time shall terminate the board's obligation for further employment of said psychologist.

Section F. Psychologists who collect unemployment benefits for time that they are not normally scheduled to work will have deducted from their subsequent wages an amount equal to their unemployment benefits received for such time if they are recalled to work on or before September 15 of the next school year.

ARTICLE XI

REGULAR AND SUPPLEMENTARY SALARIES OF PSYCHOLOGIST: DEDUCTIONS

Section A. Contract Salaries

1. All wages contained in the contract shall be neither increased nor decreased in the 2013-14, 2014-15 and the 2015-16 school years.

Appendix A contains the Salary Schedule for School Psychologists hired before July 1, 2010. Appendix B contains the Salary Schedule for School Psychologists hired after July 1, 2010.

2. The contract amount paid to psychologists shall be in consideration for a one hundred ninety-five (195) day professional commitment. Salary deductions for absences not compensated during the course of the year shall be on the basis of one one-hundred-ninety-fifth (1/195) of the annual salary for each day lost.
3. Computation of total salaries which are due to psychologists who begin work after the contractual year or terminate employment before the end of said year shall be based on the ratio of the number of workdays to the one hundred ninety-five (195) scheduled days.
4. Procedures and methods for the handling of deductions, corrections, pay options, and disbursements of checks shall be the shared responsibility of the Board and employee.
5. Movement across categories on the salary schedule is determined as of September 1 or at the date of initial employment.
6. Credit for previous experience as a school psychologist shall be given on the salary schedule. Credit for other experience as a psychologist may be given to new hires.

Section B. Department Head

One psychologist will be designated by Administration as the Department Head. An additional four (4) percent of the psychologist's contract salary amount will be added to the salary of the person designated as Department Head.

Effective July 1, 2010, any newly hired psychologist will not be eligible for the additional four (4) percent Department Head supplemental salary.

Section C. Procedure for Promotion on Salary Schedule

Psychologists who earn approved additional graduate credits entitling them to advancement on the salary schedule and present an official transcript to the personnel office prior to October 15 of any school year shall receive the benefits of such additional graduate credits effective as of the first day of the contract year. Psychologists who have earned such credits and who present an official transcript thereof after October 15, but prior to March 31 of any school year shall receive the benefit of such additional graduate credits effective as of the first day of the second semester of the school year.

Section D. Deductions from Payroll

The Board shall make payroll deductions upon written authorization from psychologists for approved programs offered by the District.

Section F. Mileage Allowance

Psychologists shall receive one hundred dollars (\$100.00) per month (for ten months (10) per year or a total of one thousand dollars (\$1,000) per year) guaranteed car expense, plus the prevailing Board rate per mile for each mile over three hundred (300) for travel between locations in the discharge of their responsibilities. For psychologists working less than full time, this amount shall be prorated.

Section G. Longevity Pay

During the 2013-14, 2014-15, and 2015-16 school years, and after seven (7) years or more of effective service as a School Psychologist in the School District of the City of Royal Oak, a one-time per year (for three years only) longevity payment will be made to each eligible member during the first pay period in December according to the following:

2013-14	\$800
2014-15	\$900
2015-16	\$1000

ARTICLE XII

INSURANCE COVERAGE FOR SCHOOL PSYCHOLOGISTS

Section A. Hospitalization Insurance

2013-16

1. The Board shall provide health insurance coverage, based upon family status, to all eligible psychologists.
2. The Board shall not be required to provide hospital/medical insurance coverage to a psychologist who is under another hospital/medical insurance plan or policy. The psychologist must certify to the Personnel Office that he/she is not knowingly covered under another hospital/medical insurance plan or policy which is at least comparable to that provided by the Board Psychologists who cannot withdraw from coverage under the other policy may request the Executive Director of Administrative Services to permit coverage under the Board's hospital/medical plan.

Psychologists who are discovered to have provided false certification shall immediately be removed from the Board's hospital/medical coverage program and shall not be eligible for the option to health provisions for the remainder of the school year.

If a psychologist does not elect hospital/medical coverage, the psychologist shall receive a cash payment through the District's Section 125 Cafeteria Plan. This amount shall be eighteen hundred dollars (\$1,800) for each year of this agreement. For psychologists working less than full time, this amount shall be pro-rated according to the percentage of position hired.

In addition, the following provisions shall apply:

- a. Participants must indicate acceptance of option by August 31 annually.
- b. Distribution of the cash option will be semi-annually on the following dates:
 - (1) Second pay in October
 - (2) First pay in second semester

- d. Psychologists hired after the beginning of the school year, or terminating/resigning before the end of the school year shall be pro-rated for this option according to number of days worked.
- e. Each employee, upon his/her date of employment and annually thereafter, is eligible to participate in the School District's Cafeteria Plan, Healthcare Reimbursement Plan and Dependent Care Reimbursement Plan. An employee's participation and eligibility for benefits shall be subject to and governed by the terms and provisions of the Plans.

Section B. Disability Insurance

The Board shall provide long-term disability insurance coverage for all annual salary psychologists who work half time or more. Long-term disability insurance coverage shall mean income protection, in conformance with the terms of the policy, for all eligible psychologists in cases of sickness or disability after an elapse of two hundred seventy (270) calendar days from the initial date of sickness or disability with a maximum monthly benefit of five thousand dollars (\$5000) not to exceed 70% of salary.

Section C. Liability Insurance

The Board shall provide public liability insurance coverage in the amount of five hundred thousand dollars (\$500,000) for all eligible psychologists.

Section D. Life Insurance

The Board shall provide sixty thousand dollars (\$60,000) in term life insurance and Accidental Death and Dismemberment Insurance of sixty thousand dollars (\$60,000) to all eligible psychologists.

Section E. Dental Insurance

The Board shall provide all eligible psychologists with dental coverage.

Section F. Vision Plan

The Board shall pay the insurance premium to provide each psychologist with coverage.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section A. No employee covered by this Agreement shall have tenure in any position except as a classroom teacher, if applicable. Any tenure previously acquired is hereby waived on behalf of all employees covered by this agreement.

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of the fourteenth (14th) day of June, 2013, and shall continue in effect until midnight of the thirtieth (30th) day of June 2016.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the ____ day of 2013.

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY
OF ROYAL OAK

ROYAL OAK SCHOOLS
PSYCHOLOGISTS ASSOCIATION

By _____
President, Board of Education

By _____
President, ROSPA

By _____
Secretary, Board of Education

By _____
Co-President, ROSPA

By _____
Executive Director, Administrative Services

Date _____

Date _____

Appendix A

School Psychologist Salary Schedule 2013-2016

Psychologists hired before June 30, 2010
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Category	#1	#2	#3	#4	#5
	MA/MS	MA+15	MA+30	MA+45 or 2 nd MA	Ph.D. in Psychology
Steps - Annual					
Base	\$ 51,679	\$ 53,186	\$ 54,340	\$ 55,844	\$ 57,561
1	56,307	57,855	59,031	60,578	62,547
2	60,944	62,530	63,726	65,309	67,531
3	65,578	67,201	68,419	70,036	72,521
4	70,217	71,868	73,119	74,768	77,504
5	73,087	76,544	77,815	79,500	82,492
6	81,073	82,831	84,150	86,763	90,093

Appendix B

School Psychologist Salary Schedule 2013-16

Psychologists hired after July 1, 2010
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Category	#1	#2	#3	#4	#5
	MA/MS	MA+15	MA+30	MA+45 or 2 nd MA	Ph.D. in Psychology
Steps - Annual					
Base	\$ 51,679	\$ 53,186	\$ 54,340	\$ 55,844	\$ 57,561
1	56,307	57,855	59,031	60,578	62,547
2	60,944	62,530	63,726	65,309	67,531
3	65,578	67,201	68,419	70,036	72,521
4	70,217	71,868	73,119	74,768	77,504
5	73,087	76,544	77,815	79,500	82,492
6	79,483	81,207	82,500	84,236	87,469