

8/31/94



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

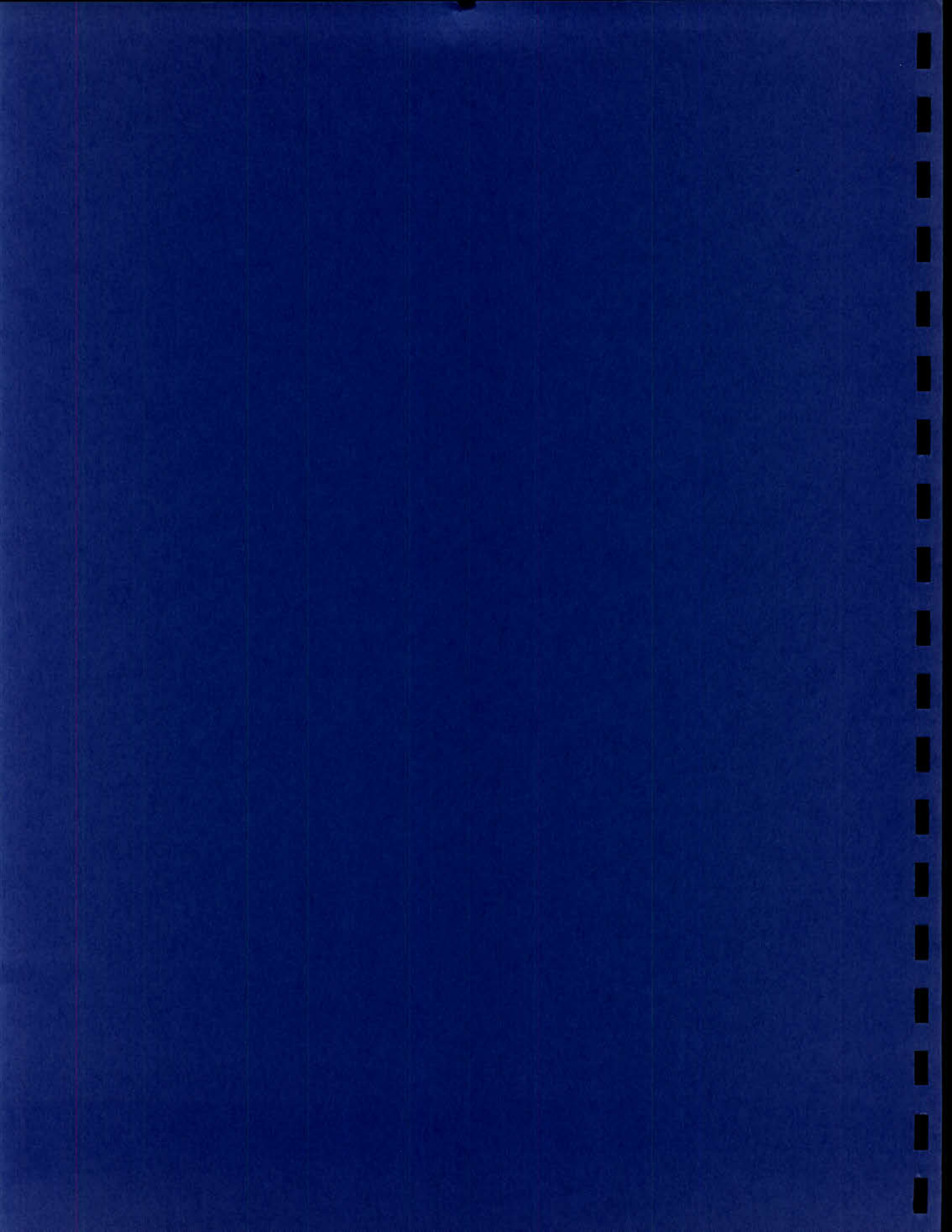
1992 - 1993

1993 - 1994

Royal Oak School District

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SCHOOL DISTRICT OF THE CITY OF ROYAL OAK, MICHIGAN



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ARTICLE I

Section 1. All legislative powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

Section 2. The House of Representatives shall be composed of Members chosen every second Year by the People of the several States, and the Electors in each State shall have the Qualifications requisite for Electors of the most numerous Branch of the State Legislature.

Section 3. The Senate shall be composed of two Senators from each State, chosen by the Legislature thereof, for a Term of six Years; and they shall hold their Offices until their Successors be chosen.

Section 4. The Times, Places and Manner of holding the Elections of Senators and Representatives, shall be prescribed in each State by the Legislature thereof; but the Congress may, by Law, alter or change in any or all these Particulars.

Section 5. The Congress shall assemble at least once in every Year, and such Meeting shall begin on the first Monday in December, but they may, by Law, alter the Day of the Commencement of these regular Sessions, provided that such Alteration be made before the beginning of the Session to which it shall apply.

Section 6. The Congress shall assemble at least once in every Year, and such Meeting shall begin on the first Monday in December, but they may, by Law, alter the Day of the Commencement of these regular Sessions, provided that such Alteration be made before the beginning of the Session to which it shall apply.

Section 7. All bills for raising Revenue shall originate in the House of Representatives; but the Senate may propose or concur with Amendments as on other Bills.

Section 8. The Congress shall have Power to lay and collect Taxes, Duties, Imposts and Excises, to regulate Commerce with foreign Nations, among the several States, and with the Indian Tribes; to borrow Money on the Credit of the United States, to emit and put in Circulation Paper Money, to regulate the Value of Money, the Weight and Measure, to define and punish Offences against the Law of Nations, to define and punish Piracies and High Seas Offences, and Offences against the Law of War; to grant Letters of Marque and Reprisal, to grant Patents and Copyrights, to promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries; to constitute Courts below the Supreme Court, to establish Post Offices and Post Roads, to promote and protect the Commerce of the United States, to regulate the Commerce with foreign Nations, to regulate the Commerce among the several States, to regulate the Commerce with the Indian Tribes, to exercise exclusive Legislation over all Districts under the Authority of the United States, to exercise exclusive Legislation over all Places purchased by the Consent of the State in which they are located, to exercise Legislation over all Territory belonging to the United States, to exercise Legislation over all Cases respecting Ambassadors, other public Ministers and Consuls, to exercise Legislation over all Cases of Impeachment, to declare War, to grant Letters of Marque and Reprisal, to raise and support Armies, but no Appropriation of Money for that Purpose shall be for a longer Term than two Years; to raise and support a Navy, to make and fix the Rule and Discipline of the Army, to make and fix the Rule and Discipline of the Navy, to make and fix the Rule and Discipline of the Militia, to provide for calling forth the Militia to execute the Laws of the Union, to suppress Insurrections and to repel Invasions, to provide for organizing, arming and disciplining the Militia, and for governing such Part of them as may be employed in the Service of the United States, to provide for calling forth the Militia to execute the Laws of the Union, to suppress Insurrections and to repel Invasions, to provide for organizing, arming and disciplining the Militia, and for governing such Part of them as may be employed in the Service of the United States, to provide for calling forth the Militia to execute the Laws of the Union, to suppress Insurrections and to repel Invasions, to provide for organizing, arming and disciplining the Militia, and for governing such Part of them as may be employed in the Service of the United States.

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

This Agreement is made and entered into this 25th day of June, 1992, 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 1. 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 psychological examiners, school diagnosticians, and/or school psychologists, excluding all others.

Section 2. The term "psychologist" when used hereinafter in the Agreement shall refer to all employees in this negotiating unit.

Section 3. 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 regulations in furtherance thereof, and the use of judgment 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 of Pupil Personnel Services and 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 Pupil Personnel Committee.

(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 1. Minimal daily working hours shall be defined as eight hour as approved by the Executive Director of Pupil Personnel Services and Special Education. Because of the nature of psychologists' work, including after-school conferences with parents, periodic presence at evening meetings and conferences, etc., they can best serve the needs of the schools which would permit them on occasion (e.g., when evening conferences are scheduled) to leave the office at an earlier hour.

Section 2. 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:

(a) Psychologists may attend state conferences in accordance with the conference attendance policy for the district as administered by the Conference Attendance Committee. Requests for conference attendance should be submitted to the Committee through the Executive Director of Pupil Personnel Services and Special Education.

(b) Requests for attendance at conferences or workshops beyond the school district policy should be submitted to the Executive Director of Pupil Personnel Services and Special Education.

(c) Whenever a member of the psychologists group has a conference application pending before the Conference Attendance Committee, a representative of the psychologists may attend the Committee's meeting where such application or applications are being considered.

Section 3.

(a) Psychologists shall follow a forty-two (42) week school calendar, beginning a week prior to the beginning date of the classroom teachers, and ending a week following the final workday of the teachers. Psychologists will not be on duty during school recesses within the school year. However, each year the psychologists shall submit to the Executive Director of Pupil Personnel Services and Special Education prior to the end of the school year a tentative summer calendar which will schedule each psychologist for up to five workdays during the summer. For each workday scheduled during the summer, each psychologist shall receive a compensatory day during his/her normal 42-week school year. This schedule is to provide coverage by psychologists each week during the time psychologists have normally been on vacation during the summer months.

(b) Calendars showing the work year for school psychologists for 1989-90, 1990-91, and 1991-92 are attached as Appendix C, Appendix D, and Appendix E.

(c) 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 up to a maximum of one hundred ninety-five (195) with no additional compensation.

The Board shall not be required to cancel a pupils-not-in-session day or that portion of any day which is scheduled to be a partial pupils-not-in-session day. However, the Board may do so at its discretion. The Board shall not be required to reschedule such days which are cancelled, but may do so at its discretion after consultation with the Association.

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 4. Psychologists shall be provided a telephone line and a telephone in their office.

ARTICLE V

PAID AND UNPAID LEAVES OF ABSENCE

Section 1. Absence with pay.

(a) Psychologists may be absent with pay because of the following reasons:

- (1) personal illness or injury;
- (2) death in the immediate family;
- (3) other reasons approved by Superintendent's office.

(b) 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.

(c) 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.

(d) Psychologists may be absent and qualify for one half (1/2) pay for a sabbatical leave approved by the Board of Education. (See Section 4 below.)

Section 2. Absence without pay.

(a) Psychologists may be absent without pay because of, but not limited to, the following reasons:

- (1) study;
- (2) travel;
- (3) alleviation of personal or family hardship;
- (4) military service;
- (5) exchange program.

(b) Absence without pay by a psychologist shall occur only upon approval by the Superintendent of Schools or the Board of Education.

(c) Periods of absence without pay shall not be approved for periods of more than one (1) year.

Section 3. Severance pay.

- (a) 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.
- (b) Psychologist(s) 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.
- (c) Any psychologist whose employment with the district is terminated by discharge will not qualify for severance pay.
- (d) Severance pay shall be granted only once.
- (e) After July 1, 1989, any newly hired psychologist will not be eligible for severance pay.

Section 4. Sabbatical leave.

- (a) Pursuant to Section 340.572 of the School Code of 1955, a maximum of one (1) psychologist may be granted a 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 Blue Cross/Blue Shield and life insurance coverage.
- (b) 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 approved 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 1. Observations of psychologists and their work shall be of sufficient time and frequency to enable the tenure coach 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 2. Any evaluation done by the tenure coach shall be with the mutual consent of the coach and the probationary psychologist.

Section 3. Written, formal evaluations shall be made at least twice a year during the probationary period by the supervisor and as often as the supervisor deems necessary or the psychologist requests thereafter.

Section 4. The evaluation shall indicate those areas where improvement is needed, if such exist, and suggestions for improvements shall be listed. Either the psychologist, the supervisor, or the tenure coach may ask for consultants or other resource personnel to provide assistance, if needed to help with improvement.

Section 5. Each formal evaluation by either the tenure coach or 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. 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 6. Matters regarding the procedures of evaluation may be grieved at the time of any alleged action. Decisions with respect to tenure and the termination of employment of a probationary psychologist may not be subject to the grievance procedure.

Section 7. In all evaluations of psychologists the evaluator shall be the Executive Director of Pupil Personnel Services and Special Education, the Supervisor of Special Education, the building principal of any school served by the psychologist, any central staff administrator, and the tenure coach who must be an experienced psychologist who is a member of the Association.

ARTICLE VIII

PERSONNEL FILES

Section 1. 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 2. Privileged information, such as confidential credentials and personal references obtained at the time of employment, is specifically exempted from review.

Section 3. Any complaints by parents or any person directed toward the psychologist shall be promptly called to the psychologist's attention. Psychologists are entitled to know the identity or source of all such complaints.

Section 4. All items placed in a psychologist's personnel file shall be shared with the psychologist. Material of a critical nature shall be shared and signed with its contents. 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 1. 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 2. 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 of Pupil Personnel Services and Special Education. 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 3. 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 4. Steps of grievance procedure.

A grievance must be filed within ten (10) days of the occurrence of which the grievant complains or ten (10) days of the date when the grievant or Association had reasonable opportunity to be aware of said occurrence. Any grievant may initiate the formal grievance procedure by delivering a copy of a grievance form to the principal or supervisor.

(a) Step One. Within five (5) days of receipt of the written grievance, the principal or supervisor 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) 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.

(b) Step Two. If the grievance is not resolved at Step One, the grievance may be transmitted to the Superintendent by filing a written notice thereof with the Superintendent's office within seven (7) days of receipt of the principal's written disposition. The Superintendent or designee shall meet with the Association within five (5) days of the receipt of the grievance at this step in an effort to resolve it. The Superintendent shall indicate the

disposition thereof in writing within seven (7) days of such meeting, and shall furnish a written copy of the disposition to the Association.

(c) Step Three. If the grievance is not resolved at Step Two, the grievance may be submitted to the Board within five (5) days of the receipt of the written disposition at Step Two by delivering the written grievance form, together with copies of all materials previously filed, to the Board of Education offices, for the attention of the Secretary of the Board of Education. The Board shall appoint an ad hoc committee to consider the grievance. The ad hoc committee shall hold a hearing, review such grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within twenty (20) days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be furnished to the Association. In the event that more than one (1) grievance is presented before the Board for disposition, the period for making disposition of such additional grievance shall be extended five (5) additional days for each additional grievance.

(d) Step Four. If the grievance is not resolved at Step Three, the grievance, at the option of the Association, may be submitted for arbitration. The Association shall give the Secretary of the Board written notice of the intention to arbitrate within five (5) days of receipt of the written disposition of the Board. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. The award of the arbitrator shall be advisory upon the Association and the Board.

Section 5. Disposition in event of default.

(a) 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.

(b) Failure of the Board or its representatives 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 1. 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 2. Staff reduction shall be executed in the following manner:

(a) Psychologists serving their probationary period shall be laid off first, unless there is no tenure psychologist available to fill the position.

(b) In the event that tenure psychologists must be laid off, a psychologist(s) with the least length of service in the school district shall be laid off first. If the psychologist to be laid off first in this case happens to be the only member of the psychologist staff fully licensed as a psychologist, the next psychologist down on the seniority ladder shall be laid off first.

(c) 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 3. 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 4. 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 5. A laid off probationary psychologist must notify the Superintendent's office of his/her desire to return to employment by June 30 of the school year to continue on layoff status. If there is no way to recall the psychologist within one year, the obligation of the Board to reemploy the psychologist is terminated. A laid off tenure psychologist must notify the Superintendent's office 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's office by June 30 or the psychologist's

acceptance of a tenure contract elsewhere at any time shall terminate the Board's obligation for further employment of said psychologist.

Section 6. 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 1. Contract salaries.

(a) The contractual salaries of psychologists included in this Agreement are set forth in Appendix A, which is attached to and made a part of this Agreement.

(b) The contract amount paid to psychologists shall be in consideration for a two hundred ten (210) day professional commitment. Said commitment shall include one hundred ninety-five (195) days of service as set forth in the calendar plus fifteen (15) undesignated days for vacation and holidays. 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.

(c) 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.

(d) Procedures and methods for the handling of deductions, corrections, pay options, and disbursements of checks shall be the responsibility of the Board, except in those situations where the psychologist rightfully selects a specified procedure such as method of payment to the Royal Oak Schools Credit Union.

(e) All computation of experience credit on the salary schedule is determined as of September or at the date of initial employment.

Section 2. Supplementary salaries.

The supplementary salaries for psychologists included in this Agreement are set forth in Appendix A, attached to and made a part of this Agreement.

Section 3. Department Head.

One psychologist will be designed by Administration as the Department Head. An additional five (5) percent of the psychologist's contract salary amount will be added to salary of the person designated as Department Head.

Section 4. Procedure for promotion on salary schedule.

Psychologists who earn additional 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 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 credits effective as of the first day of the second semester of the school year.

Section 5. Deductions from payroll.

The Board shall make payroll deductions upon written authorization from psychologists for approved annuity programs, Royal Oak Schools Credit Union, United Foundation donations, Association dues or representation fee, or any other plans or programs jointly approved by the Association and the Board.

Section 6. Mileage allowance.

Psychologists shall receive sixty dollars (\$60.00) per month guaranteed car expense, plus the prevailing Board rate per mile for each mile over two hundred fifty (250) for travel between locations in the discharge of their responsibilities.

ARTICLE XII

INSURANCE COVERAGE FOR SCHOOL PSYCHOLOGISTS

Section 1. Hospitalization insurance.

(a) The Board shall provide full family hospitalization coverage for all eligible psychologists hired by July 1, 1984, based on family status. Hospitalization coverage shall be insurance coverage equivalent to the insurance in effect in October, 1984, which shall include the option of other health insurance carriers providing the same level of coverage. Psychologists hired after July 1, 1984, shall be provided hospitalization coverage equivalent to the Blue Cross/Blue Shield 4.0 plan.

(b) 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 s/he 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 Assistant Superintendent 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 medical/hospital coverage the following amounts will be applied toward a tax-sheltered annuity for said psychologist, on a pro-rata basis according to the percentage of position hired, subject to an agreement being executed between the psychologist, the district, and a Board-approved carrier.

Teachers	1 through 35	-	\$100.00 each
and Psychologists	36 through 45	-	\$500.00 each
	46 through 55	-	\$650.00 each
	56 through 65	-	\$800.00 each
	66 and beyond	-	\$950.00 each

In addition, the following provisions shall apply:

- (1) Participants must indicate acceptance of option by August 31 annually.

- (2) Distribution of funds to TSA will be semi-annually on the following dates:
 - (a) Second pay in October
 - (b) First pay in second semester
- (3) Participants hired after the beginning of the school year, or terminating/resigning before the end of the school year shall be prorated for this option according to number of days worked.
- (4) Part-time participants shall count as 1.0 in determining the dollar amount in the option.
- (5) Early termination/resignation or late hires will not affect the number counted in determining the dollar amount.
- (6) Should the total cost to the District of health insurance premiums combined with the cost of the option to health (TSA) increase from the previous year, adjustments to the maximum salary caps will be made as outlined in the ROEA Master Agreement.

Section 2. 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 to age seventy (70) after an elapse of one hundred eighty (180) calendar days from the initial date of sickness or disability with a maximum monthly benefit of twenty-five hundred dollars (\$2500) not to exceed 70% of salary.

Section 3. 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 4. Life insurance.

The Board shall provide forty-five thousand dollars (\$45,000) in term life insurance and Accidental Death and Dismemberment Insurance of forty-five thousand dollars (\$45,000) to all eligible psychologists.

Section 5. Dental insurance.

The Board shall provide all eligible psychologists with the current dental insurance coverage (100/85/60/50).

Section 6. Vision plan.

Beginning on September 1, 1983, the Board shall provide psychologists with Vision II with the following minimum benefits:

1. Complete visual analysis 100% of reasonable and customary charge
2. Lens, each:
 - Regular 100% of reasonable and customary charge
 - Bifocal 100% of reasonable and customary charge
 - Trifocal 100% of reasonable and customary charge
 - *Contact \$40.00
3. Frames 100% of reasonable and customary charge

*Benefits for contact lenses will be payable at 100% of the reasonable and customary charge if visual acuity is not correctable to 20/70 in the better eye with conventional lenses, but can be corrected to 20/70 or better by the use of contact lenses.

For each policy year, benefits are limited to one complete visual analysis, two lenses and one set of frames per insured person.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

Section 1. School psychologists who do not hold a teaching certificate are not entitled to benefits of the Michigan State Tenure Act. So far as this Agreement is concerned, these people are to serve the same probationary period and accrue all the benefits of tenure which are provided by Royal Oak Schools. This includes all means for orderly dismissal provided by the Tenure Act, except they may not appeal to the Michigan Tenure Commission. Psychologists who meet the ordinary requirements for tenure will be considered tenure personnel although they may not achieve "de jure" tenure.

No employee covered by this Agreement shall have tenure in any position as "other than a classroom position" within the meaning of Article III of the Michigan Teacher Tenure Act. Any such tenure previously acquired is hereby waived on behalf of employees.

ARTICLE XIV
DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of September, 1992, and shall continue in effect until midnight of the 31st day of August, 1994. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the
25th day of June, 1992.

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

By Gloria E. Kramer
President, Board of Education

By Lathleen J. Brooks
Secretary, Board of Education

By William J. [Signature]
Assistant Superintendent

Date 11-12-92

ROYAL OAK SCHOOL PSYCHOLOGISTS
ASSOCIATION

By [Signature]

By Edith [Signature]

Date 11-10-92

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

SCHOOL PSYCHOLOGIST SALARY SCHEDULE

1992 - 1993

<u>Category:</u>	<u>#1</u>	<u>#2</u>	<u>#3</u>	<u>#4</u>	<u>#5</u>
	<u>MA/MS</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u> or <u>2nd MA</u>	<u>Ph.D.</u> in <u>Psychology</u>
<u>Steps - Annual:</u>					
<u>Base</u>	\$38,570	\$39,695	\$40,557	\$41,680	\$42,960
<u>1</u>	42,024	43,179	44,057	45,213	46,683
<u>2</u>	45,485	46,668	47,561	48,742	50,403
<u>3</u>	48,944	50,155	51,064	52,270	54,125
<u>4</u> <u>3 3/4</u>	52,406	53,639	54,572	55,802	57,843
<u>5</u>	54,548	57,128	58,075	59,336	61,567
<u>6</u>	59,321	60,608	61,574	62,870	65,283

Each full day of summer employment beyond the regular contractual employment year will be compensated at the rate of 1/195 of the contract amount. Each partial day will be prorated on the same basis.

All hours beyond the M.A./M.S. degree are computed on the basis of semester hours.

1992-93 and 1993-94

Percentage increase will be the same as that used to determine ROEA salaries as computed by any reduction due to increased health insurance costs.

8.26.92

APPENDIX B

1993-94

Percentage increase will be the same as that used to determine ROEA salaries as computed by any reduction due to increased health insurance costs.

APPENDIX C

SCHOOL DISTRICT OF THE CITY OF ROYAL OAK

1992-93 CALENDAR

	M	T	W	T	F		M	T	W	T	F
Aug. 1992			26	27	28						
	31										
Sept.		1	2	3	-	Feb.	1	2	3	4	5
	-	8	9	10	11		8	9	10	11	12
	14	15	16	17	18		-	-	-	-	-
	21	22	23	24	25		22	23	24	25	26
	28	29	30								
Oct.				1	2	March	1	2	3	4	5
	5	6	7	8	9		8	9	10	11	12
	12	13	14	15	16		15	16	17	18	19
	19	20	21	22	23		22	23	24	25	26
	26	27	28	29	30		29	30	31		
Nov.	2	3	4	5	6	April				1	2
	9	10	11	12	13		5	6	7	8	-
	16	17	18	19	20		-	-	-	-	-
	23	24	25	-	-		19	20	21	22	23
	30						26	27	28	29	30
Dec.		1	2	3	4	May	3	4	5	6	7
	7	8	9	10	11		10	11	12	13	14
	14	15	16	17	18		17	18	19	20	21
	21	22	23	-	-		24	25	26	27	28
	-	-	-	-	-		-				
Jan. 1993					-	June		1	2	3	4
	4	5	6	7	8		7	8	9	10	11
	11	12	13	14	15		14	15	16	17	18
	18	19	20	21	22		21	22	23	24	25
	25	26	27	28	29						

- School in recess
 Total work days - 195

APPENDIX D
 SCHOOL DISTRICT OF THE CITY OF ROYAL OAK
1993-94 CALENDAR

	M	T	W	T	F		M	T	W	T	F
Aug. 1993			25	26	27						
	30	31									
Sept.			1	2	-	Feb.		1	2	3	4
	-	7	8	9	10		7	8	9	10	11
	13	14	15	16	17		-	-	-	-	-
	20	21	22	23	24		21	22	23	24	25
	27	28	29	30			28				
Oct.					1	March		1	2	3	4
	4	5	6	7	8		7	8	9	10	11
	11	12	13	14	15		14	15	16	17	18
	18	19	20	21	22		21	22	23	24	25
	25	26	27	29	29		28	29	30	31	
Nov.	1	2	3	4	5	April					-
	8	9	10	11	12		-	-	-	-	-
	15	16	17	18	19		11	12	13	14	15
	22	23	24	-	-		18	19	20	21	22
	29	30					25	26	27	28	29
Dec.			1	2	3	May	2	3	4	5	6
	6	7	8	9	10		9	10	11	12	13
	13	14	15	16	17		16	17	18	19	20
	20	21	22	-	-		23	24	25	26	27
	-	-	-	-	-		-	31			
Jan. 1994	3	4	5	6	7	June			1	2	3
	10	11	12	13	14		6	7	8	9	10
	17	18	19	20	21		13	14	15	16	17
	24	25	26	27	28		20	21	22	23	24
	31										

- School in recess

Total work days - 195

APPENDIX B

COMMISSIONERS OF THE CITY OF BOSTON

1921-22

Year	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
1921	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	