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AGREEMENT
BETWEEN
THE LAWRENCE PUBLIC SCHOOLS
AND
THE LAWRENCE PUBLIC SCHOOLS' ASSOCIATION
OF
COUNSELORS AND PSYCHOLOGISTS
June 1, 2001 - June 30, 2005

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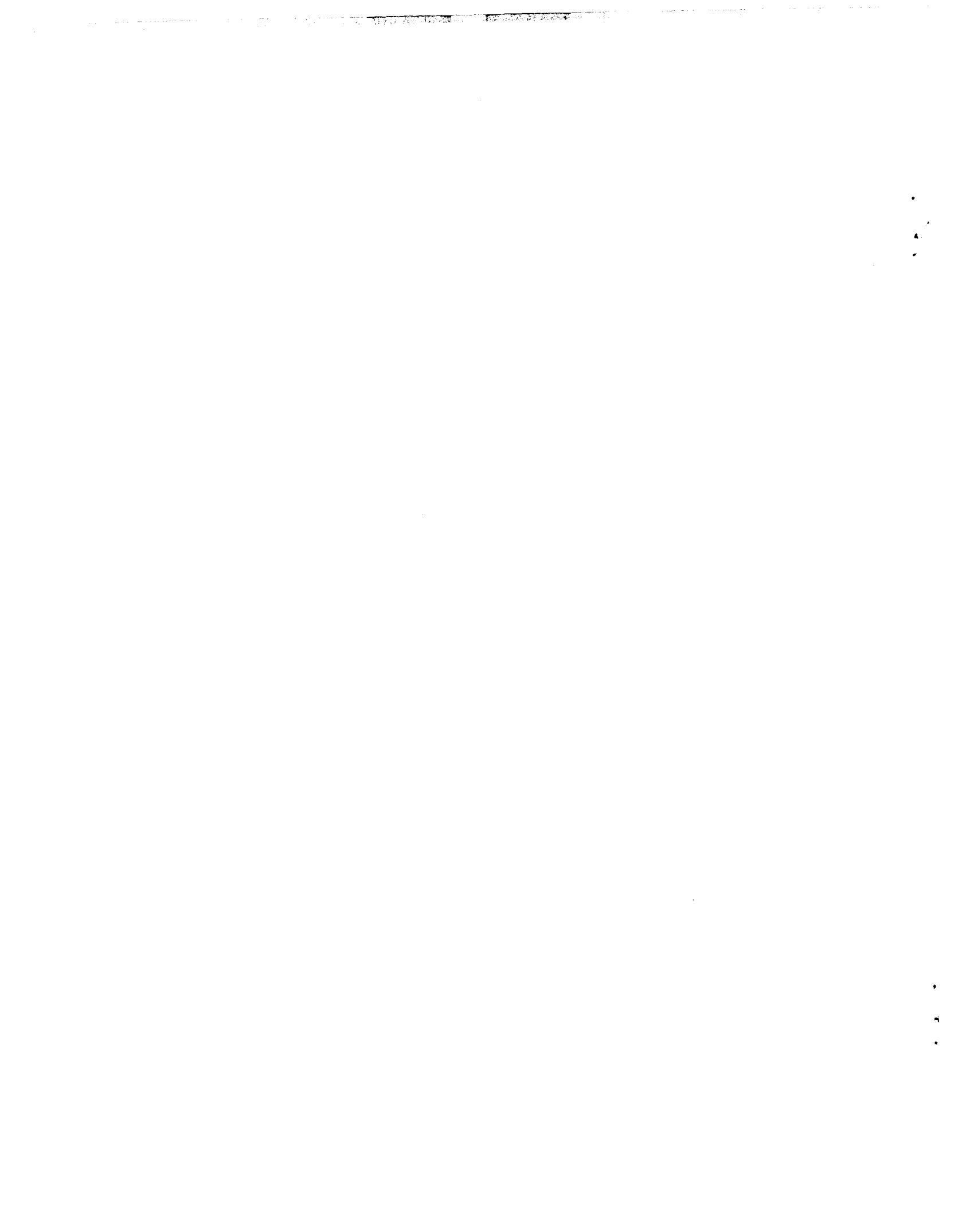


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ARTICLE I - RECOGNITION

- A. The Lawrence Public Schools hereby recognizes the Lawrence Public Schools' Association of Counselors and Psychologists as the exclusive representative of salaried guidance counselors and psychologists for the purpose of collective negotiations with respect to salaries, hours and other items and conditions of employment, and in the resolution of grievances arising thereunder. Such recognition is extended for the maximum period provided by law and shall exclude all other professional and Civil Service personnel employed by the District.
- B. The Association affirms that it does not assert the right to strike or engage in a concerted work stoppage against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II - NEGOTIATIONS PROCEDURES

- A. Initiating Negotiations
 - 1. Upon a request of either party to open negotiations for a successor Agreement, a mutually acceptable meeting date shall be set not more than fifteen (15) school days following such request. Such request shall be made not earlier than November 1, nor later than December 1, of the final year of this Agreement.
 - 2. All issues proposed for discussion shall be submitted in writing by the Association to the District's delegated representatives at the first meeting. The District shall submit in writing to the Association's representatives all additional issues upon which it wishes to negotiate not later than fifteen (15) school days following the first meeting.
- B. Procedures
 - 1. Meetings shall be held at mutually acceptable times and places, and shall be held at a time other than during the regular school day.
 - 2. Each party shall make available to the other reasonable requests for information within its possession which is not of a privileged nature and which is relevant to the subject under consideration.
 - 3. The parties agree that during the period of negotiation and prior to reaching an Agreement or declaration of impasse, the proceedings of negotiations shall be held confidential and no release of information shall be issued without the prior approval of both parties.

4. The parties may utilize consultants to appear at negotiations sessions, such appearances, however, to be limited to the subject and/or area under discussion at that time.
5. When a total Agreement is reached by the negotiating team, such Agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board of Education for ratification.

ARTICLE III - PROFESSIONAL DUES DEDUCTION

- A. The District agrees to deduct from the salaries of unit employees covered by this Agreement dues for the Association as said employees individually and voluntarily authorize in writing on a form provided by the District.
- B. The Association shall certify to the District in writing the current rates of any dues to be deducted. The District shall be given thirty (30) days written notice prior to the effective date of any change in the rate of membership dues.
- C. Deductions referred to in Section "A" above shall be made in the following manner:
 1. The total annual membership dues for the Association as certified shall be deducted in equal dollar installments for the school year, beginning not later than forty-five (45) days following October 1.
 2. No later than October 1, the Association shall provide the District with a list and the original signed dues authorization cards of those employees who have voluntarily authorized the District to deduct dues.
 3. The District shall transmit all dues collected to the Association on a monthly basis.
- D. The District agrees to deduct an agency fee from the salaries of nonmember unit employees for the Association and its affiliates, and to transmit such monies to the Association.
- E. Deductions referred to in Section "D" above shall be made in the following manner:
 1. No later than October 1, the Association shall forward to the District a list of nonmember unit employees for whom an agency fee is to be deducted.
 2. An agency fee in the amount of the total membership dues, as certified, shall be deducted in equal dollar installments for the school year not later than forty five (45) days following October 1.

3. The District shall transmit all agency fees collected to the Association on a monthly basis.
- F. The Association, on its own behalf and on behalf of each employee authorizing dues deductions, hereby releases the District, its officers, agents and employees from any and all liability and responsibility for the use or application of dues, after such dues have been deducted and remitted.
- G. The Association agrees to save and hold-harmless the District from all loss, expense, damages, costs and attorney fees that may accrue as a result of this Article by reason of any claim(s) or suit(s) brought against the District by an employee in this unit of representation aggrieved by the implementation of the agency fee provision. The Association will participate in all legal actions or proceedings brought which relate to the agency fee provisions to the fullest extent possible.

ARTICLE IV - SALARY

A. Salary Schedule

1. Effective July 1, 2001 the 2000/01 Salary Schedule shall be increased by three and one quarter percent (3.25%). The 2001-02 salary schedule is attached in Appendix A. Step movement for increment eligible members shall be retroactive to July 1, 2001. All increment eligible members shall advance one (1) step as of such date. For the duration of this contract, step increases shall occur on July 1 of each year.
2. Effective July 1, 2002 the 2001-2001 salary schedule shall be increased by three and one-half percent (3.5%). The 2002-03 salary schedule is attached in Appendix A.
3. Effective July 1, 2003, the 2002-03 salary schedule shall be increased by three and one-half percent (3.50%). The 2003-04 salary schedule is attached in Appendix A.
4. Effective July 1, 2004, the 2003-04 salary schedule shall be increased by three and three quarters percent (3.75%). The 2004-05 salary schedule is attached in Appendix A.
5. Salary steps 26 through 30 shall be increased by the sum of Five Hundred (\$500.00) Dollars on July 1, 2001 and by a like sum on July 1, 2002. These adjustments are reflected in the 2001-02 and 2002-03 salary schedules.
6. A unit member who is assigned to the extra compensation position of District School Psychologist will receive an annual stipend of \$3,783.00 effective July 1, 2001, which stipend shall increase by the percentage amount specified in subparagraphs 2, 3 and 4 above for each subsequent year of this contract.

7. A unit member who is assigned to the extra compensation positions of Middle School Guidance Coordinator or High School Guidance Coordinator will receive an annual stipend of \$3,783.00 effective July 1, 2001, which stipend shall increase by the percentage increase specified in subparagraphs 2, 3 and 4 above for each subsequent year of this contract.
8. Unit members who are assigned to substitute for an absent home-based guidance teacher shall be compensated at the same per period compensation as paid to members of the Lawrence Teachers Association.

B. General Procedure

1. Effective July 1, 1994, the salary schedule columns will be M, M+15, M+30, M+45, M+60, M+75, Doctorate. Unit members as of July 1, 1976 whose current placement is on a salary lane which previously existed (Ex. M+10) will continue to qualify for any scheduled increases they are entitled to under this Agreement.
2. Unit members who are certified and whose professional preparation includes the Baccalaureate Degree and/or the Master's Degree are eligible for lateral movement on the salary schedule, subject to additional requirements and conditions as indicated (ARTICLE IV-D).
3. Unit members who are certified and whose professional preparation includes an Ed.D. or Ph.D from a recognized educational institution are eligible for the Doctor's Degree classification. The term "recognized educational institution," means any college or university recognized by the National Commission on Accrediting.
4. Effective July 1, 1976, any new unit members whose employment begins prior to February 1 of any school year will be advanced one step on the appropriate schedule as of September 1 of the following school year; unit members whose employment begins between February 1 and the close of the school year will be advanced one step on the appropriate schedule as of September 1 following completion of a full year's service.
5. All increments are automatic; however, the Board of Education may, upon recommendation of the Superintendent of Schools, withhold for cause one or more further increments from the unit member. Any unit member hired for the 1969-70 school year or thereafter will not be able to go beyond the eleventh step without earning the Master's Degree.
6. Longevity increments at the 18th, 22nd and 26th salary steps will be paid to unit members who achieve these steps in any column through credited years of service.

7. Unit members assigned to cover an instructional class for a teacher shall be compensated at the overtime rate applicable to teachers providing similar services.

C. Approval of Courses for Salary Credit

Unit members may receive salary credit for completed graduate and in-service study, provided such study meets the approval of the Superintendent of Schools.

1. Consideration will be given to the following areas of study:

- a) Graduate courses required for permanent certification in the unit member's area of assignment or subject field as part of a planned program of directed study approved by the building principal.
- b) Graduate courses in the unit member's area or assignment of subject field as part of a planned higher degree program approved by the building principal.
- c) Graduate courses in the unit member's area of assignment or subject field which have been approved by the building principal.
- d) Other courses or in-service study designed to improve the individual's value to the District which have been approved by the building principal.
- e) Effective July 1, 1981, graduate courses in administration/supervision as part of a planned certificated program approved by the building principal or immediate supervisor.

2. In any instance where a unit member cannot accept the judgment of the building principal, he/she may request that the decision be reviewed by the Superintendent's office.

3. Courses taken for residence, attendance or audit credit only will not be approved. All approved graduate courses or in-service study will be given full credit toward salary if taken in point of time after the awarding of the highest degree claimed by the unit member.

4. To be eligible for salary credit, unit members must secure written approval in advance from the building principal and Superintendent on forms provided by the District. (ARTICLE IV, C-6, 7).

5. The following regulations apply to courses approved by the Superintendent and the principal for transfer to a higher salary classification:

- a) Graduate courses given by a recognized institution of higher learning will receive the credits or semester hours awarded by the university upon the successful completion of each course. There is no limit to the number of courses that may be credited for transfer to a higher salary classification. (See 5-e for exception.)
- b) Graduate level courses given through State and Federal grants such as N.D.E.A. institutes, N.S.F. grants and State scholarship courses at New York universities will receive credit as assigned in semester hour equivalencies by the institution offering the program upon the successful completion of each course. There is no limit to the number of such courses that may be credited for transfer to a higher salary classification.
- c) In-service courses offered or required by the District will be given the credit assigned by the Superintendent upon successful completion of each course. There is no limit to the number of such courses that may be credited for transfer to a higher salary classification.
- d) In-service courses, not District sponsored, related to unit member's grade level and subject matter responsibilities will receive the credit assigned by the Superintendent as he/she approves each such course in advance, upon the successful completion of that course. Effective July 1, 1976, a maximum of six (6) credit hours of in-service study will be approved for every fifteen (15) credit hours of study.
- e) University or other courses involving travel away from the university will be given credit as assigned by the university or as assigned by the Superintendent when he/she approves non-university courses, upon successful completion of each course. A maximum of six (6) points or credit which is so earned may be applied toward higher salary classification.
- f) Courses offered by individual agencies, organizations and/or institutions without university credit and with content not directly related to the unit member's grade level and subject matter responsibilities will be given the credit assigned by the Superintendent when he/she approves each such course upon the successful completion of each course. A maximum of ten (10) points of credit which is so earned may be applied toward higher salary classification.

6. The following procedures will be used for granting in-service course approval for salary credit:

a) Request for District Approval:

In-service courses given by the District and/or required by the District will carry that salary credit which is approved by the Superintendent at the outset of each course. In-service courses offered in or out of the school district by any organization or school district shall be presented on the form, "Inservice Course Approval Request Form" to the Assistant Superintendent for Curriculum and Instruction. Requests may be initiated by any professional staff member. All requests are subject to the approval of the Superintendent of Schools. The District will determine the amount of credit to be awarded for each course and the specific individual or group of professional staff members who may be eligible to receive salary credit for the course. The credit allowance for district-sponsored or approved in-service courses will generally be on the basis of two credits for fifteen two-hour sessions.

Credit for salary purposes shall be held in abeyance until the equivalent of fifteen two-hour sessions are accumulated; two points of in-service credit will then be granted.

b) Unit Member Application:

When a course has been approved by the District, the individual unit member who desires to take the course for salary credit is required to complete a "Course Approval Form" which is available in the Principal's Office of all District schools. Completed forms are to be submitted to the building principal for review. To be eligible for salary credit, approval for each course must be obtained from both the principal and the Superintendent in advance and prior to course registration. (See ARTICLE IV - C-1, a-e.)

7. The following procedures will be used for granting graduate course approval for salary credit:

a) Unit Member Applications:

Individual unit members who desire to take a graduate course for salary credit are required to complete a "Course Approval Form" which is available in the Principal's Office of all District schools. Completed forms are to be submitted to the building principal for review. To be eligible for salary credit, approval for each course must be obtained from the principal and Superintendent in advance and prior to course registration. (See ARTICLE IV - C-1, a-e.)

D. Transfer to a Higher Salary Classification

1. Candidates for transfer to a higher salary classification are responsible for filing application on a "Request for Salary Change Form" which is available in the Principal's office of all District schools.
2. Candidates for transfer to a higher salary classification are responsible for furnishing the Central Office with proof of satisfactory completion of approved courses or degrees. Only official college or university transcripts will be accepted by the Central Office as proof of completion.
3. Salary adjustments will be made effective on September 1 or February 1 for course work completed prior to such dates, provided the Personnel Office has all transcripts and other pertinent information on file by November 15 or April 1, respectively.

E. Individual Unit Member Records

The Personnel Office will maintain all unit member records relating to study and salary classifications. Requests for approval will be submitted to the Personnel Office, as will proof of work completed.

- F. Any member who has no absences due to illness or personal obligations for an entire school year shall be paid a bonus of \$600.00 at the end of the school year. Any member who has only one such absence shall be paid a bonus of \$450.00; and any member who has only two such absences shall be paid a bonus of \$400.00.

ARTICLE V - SALARY PAYMENT PERIODS

Unit members will receive twenty (20) salary checks each year from September through June. Normally, salary checks will be issued on a semi-monthly basis in accordance with schedule issued by the Business Office. Staff members will be informed by an annual schedule of pay days to be prepared and issued in September.

ARTICLE VI - BENEFITS

A. Tax-Sheltered Annuity Program

1. Full-time members of the professional staff will be able to join a tax-sheltered annuity program in the District. The Board will authorize annuities for staff members in accordance with provisions of Section 403 (B) of the Internal Revenue Code of 1954 as amended. Applications from staff members for agreement with the School District for reductions in contract salary will be submitted to, and approved by, the Assistant Superintendent for Business. Such agreement will specify the

reductions in contract salary desired by the individual staff member, the amount of such reduction to be remitted to the company specified by the employee for the purpose of purchasing a non-forfeitable annuity or annuity account qualifying for the purpose of Section 403(B). Any company wishing to participate in the program must be licensed in the State of New York, sign a hold-harmless agreement provided by the Board of Education, have a minimum of five applications from members of the unit (approved by the company and accepted by the employee), and agree to provide a master monthly billing to the School District.

2. The Association shall have the responsibility of informing unit members of all information about and requirements for participation in this tax-sheltered annuity program.
3. Any individual joining any annuity plan must commit her/himself to membership in that plan for no less than one calendar year. An employee who elects to discontinue contributions to a Tax-Sheltered Annuity Program will not be permitted to enter (reenter) a plan until January 1 of any year. The District will only accept changes in carrier or contribution rate effective for September 1 or January 1 of each year.
4. The District shall permit exercise of both "catchup" or "year of separation from service" elections, as defined by Internal Revenue Service regulations, for employees who can substantiate their eligibility.
5. All applications and the completion of required forms must be submitted to the Payroll Department not later than thirty (30) days prior to the effective commencement of the annuity plan.
6. A full range of IRS section 125 benefits shall be made available on a voluntary basis effective January 1, 1993.
7. When technically feasible, a direct deposit payroll option shall be made available to all unit members on a voluntary basis.

B. Career Increment

1. Present Unit Members who submit a letter for the purpose of retirement not later than May 1 of the year of retirement shall be paid at the rate of \$200.00 per day for each day of sick leave accumulation up to a maximum of two hundred ten (210) days.
2. Unit Members employed after July 1, 1999 who submit a letter for the purpose of retirement not later than May 1 of the year of retirement shall be paid \$105.00 per day for each day of sick leave up to a maximum of one hundred fifty (150) days.

3. All payments for sick-leave accumulation under this subparagraph B shall require, as a condition of such benefit, that the unit member has both fifteen (15) years of service in the District and twenty (20) years of service in the New York State Retirement System.

C. Dental Insurance

1. The current group dental program, or its equivalent, will be made available to full-time unit members, subject to regulations and conditions as established by the plan. The orthodontic limit shall be \$1,500.00.
2. The District will pay 85% of the cost for the individual plan and 85% of the cost for the family plan.

D. Life Insurance

The current group life insurance program, or its equivalent, in an amount twice that granted to the LTA will be made available to full-time unit members on an individual basis subject to regulations and conditions established by the insurance carrier. The District will pay 100% of the cost for the plan.

E. Health Insurance

1. The current group health insurance program or its equivalent, will be made available to unit members, subject to regulations and conditions established by the insurance carrier.
2. The District will pay 85% of the premium cost for the statewide individual plan and 85% of the premium cost for the statewide family plan.
3. Members of the unit who withdraw from the District's health insurance plan during the life of this Agreement (and until a successor agreement is negotiated) because of alternate comparable coverage shall receive \$2,000.00 if they were covered by the family plan and \$800.00 if they were receiving individual coverage, provided they remain uncovered under such plan for the period of January 1 through December 31, beginning January 1, 2002. For the calendar year 2001, employees who have withdrawn from the District's health insurance plan shall be paid pursuant to the terms of the expired 1998-2001 contract.

Such payments shall be made at the end of the twelve (12) month calendar year. Nothing herein shall preclude a member from re-entering the plan within the twelve (12) month period; provided, however, that in the case of a member who re-enters within the twelve (12) month period re-entry shall be subject to insurance carrier rules and Internal Revenue Code Section 125 governing cafeteria plans. In such a case, no payment shall be made.

4. Members who have withdrawn from the health insurance plan and receive the payment may apply for re-entry effective January 1 of any year by notifying the Personnel Office no later than July 15 of the previous year and by filing re-entry papers no later than September 1 so the waiting period will be completed by January 1, provided that such member may only re-enter the plan if he or she is no longer covered by the alternate comparable coverage. Re-entry shall be subject to insurance carrier rules and Internal Revenue Code Section 125 governing cafeteria plans.

F. Benefit Program/Premium Changes (Dental, Life, Health Insurance)

If during the life of the Agreement, there is a change in the level of benefits and/or percentage of premium rate payments for the L.T.A. unit, then such change(s) shall also apply to the LPSACP unit.

ARTICLE VII - WORK DAY AND WORK YEAR

A. Work Day

The work day for psychologists and guidance counselors shall be the equivalent of 8:00 a.m. to 3:30 p.m., including one period for lunch, subject to performing all their duties and obligations, including those which are required by the District in order to meet responsibilities to the administration, other staff members, parents and children.

B. Work Year

1. The work year for unit members shall be the same as the teacher work year, plus the additional work days covering the time period from the last teacher work day in June through June 30.
2. The District shall have the right to require unit members to work up to a maximum of five (5) additional days between July 1 and the first reporting day in September, for which they will be paid 1/200th of their base annual salary for each day worked. Such assignments will be made based upon the recommendations of the building principal and the Supervisor of Pupil Personnel Services, subject to the approval of the Superintendent of Schools. While the decision of the Superintendent of Schools

will be final, due regard will be given to the preferences of individual unit members. Unit members will be notified of their summer work schedule no later than April 1.

3. Notwithstanding the foregoing, and in addition thereto, unit members shall work four (4) additional hours per year for CSE meetings before and/or after school hours as determined by the Superintendent.
4. Each year during the life of this Agreement, the Association may select one (1) representative to serve on the District Calendar Committee for the purpose of recommending a school calendar.

C. Staff Meetings

Every effort shall be made to give unit members reasonable notice of staff meetings. No more than one of the meetings held per month may extend until 5:00 P.M.

ARTICLE VIII - ABSENCE WITHOUT LOSS OF PAY

As of July 1, 1968, each full-time unit member shall be credited during each year of active service to the District with fifteen (15) days absence with full salary for the purposes set forth below. Unit members new to the District will receive 1 ½ days per month during the first year of service. The fifteen (15) days per year may be accumulated, if not used, up to a maximum of 210 days. During the time unit members are on leave of absence, child care leaves, or other such leaves, there shall be no accumulation or entitlement to such days. All days of absence not covered in this Agreement will result in a salary deduction at the rate of 1/200th of the unit member's annual salary for each day of unexcused absence.

A. Personal Illness

1. Personal illness - up to the maximum number of accumulated days as needed.
2. When an employee is absent due to illness for more than ten (10) consecutive days, or if there is a recurring illness, then the District may require a statement, affidavit or certificate in respect to such illness and/or an examination by an independent physician.

B. Illness or Death in Family

1. Serious illness in the immediate family where personal care by the employee is required or death in the immediate family - up to fifteen (15) days in any single school year. Immediate family shall be defined as spouse, children, sibling, parents or parents-in-law.

2. When an employee is absent due to serious illness in the immediate family for more than ten (10) consecutive days, or if there is a recurring illness, then the District may require a statement, affidavit or certificate with respect to such illness.

C. Personal Obligations

1. Days of absence of a personal nature to meet obligations which cannot be met at times other than during a school day - up to three (3) days per school year.
2. Days of a "personal nature" are for personal business and for personal obligations such as:
 - a) Legal matters including house closings, income tax hearings, court appearances, probating wills, and the like.
 - b) Ceremonies such as family weddings, graduations and religious exercises.
 - c) Moving.
 - d) Emergency family accidents, doctor or hospital visits.
 - e) Funerals of relatives other than immediate family.
 - f) Religious holidays - An employee must notify the immediate supervisor in writing no later than September 15 of all the religious holidays he/she plans to observe during the school year.

DAYS OF PERSONAL NATURE MAY NOT BE USED FOR PURPOSES OF INVOLVEMENT IN COMMUNITY AFFAIRS, FOR SOCIAL CAUSES OR THE LIKE.

3. For any personal leave, a request must be filed with the immediate supervisor at least three (3) working days in advance on a form provided by the District. This notice may be waived at the discretion of the Superintendent in the event of an emergency.
4. In filing the District request form for personal leave, the unit member is required to state reasons.
5. When personal leave is requested for a day or days immediately preceding or following school holidays or vacations involving fewer than four calendar days, approval will be granted if the purpose of the personal leave is consistent with the reasons set forth under ARTICLE VIII - C-2 above.

6. When personal leave is requested for a day or days during the three-day period preceding or following school holidays or vacations involving four or more calendar days or the summer vacation, principals or the immediate supervisor may not approve any request for personal leave. All such requests shall be reviewed by the unit member's immediate supervisor and the Superintendent, with approval granted only at the discretion of the Superintendent of Schools.

D. Jury Duty

1. Unit members required to serve jury duty shall be paid full salary without deduction from accumulated sick leave during the period of such service.

E. Additional Protection

1. In case of a tenured unit member using all accumulated days of leave and still being out with long-term illness or disability, the unit member shall be entitled to receive the difference between his/her pay and the rate paid by the District for substitute unit members up to a cumulative total of ninety (90) days during the life of this Agreement. To be eligible for this protection, the unit member will be required to submit evidence of long-term illness or disability from his/her physician.
2. In the event a physical assault on a unit member results in lost time, said employee shall be paid in full, and such paid absences shall not be deducted from accumulated sick leave up to a period of one calendar year. This provision shall only be applicable in those cases where the employee was carrying out his/her assigned duties and such assault was not the result of employee negligence.

ARTICLE IX - PHYSICAL EXAMINATIONS

A. Requirements

For the protection of the individual employee, the Association, the students and the community in the operation of these regulations and in accordance with the recommendations of the State Department of Education:

1. Each employee shall receive a complete physical examination, including a tuberculin test, and submit the results of such examination to the Superintendent of Schools on a form provided by the District at the following times:
 - a) Prior to the first day of service.
 - b) 120 days prior to the tenure eligibility date.

2. An employee may be required to receive a Tine test, or equivalent, every two years and submit the results to the Superintendent of Schools.
3. In the event that an employee does not desire to have the physical examination referred to in A-1 above performed by his/her family physician, the examination will be performed by a school physician at District expense.
4. In accordance with State Education Law, and notwithstanding the above, the Superintendent may require an examination of an employee by a school physician or an independent physician. An employee may have his/her personal physician present during any required examination by the School District physician.
5. A written appeal may be made to the Superintendent of Schools for some exceptions to the above regulations.

ARTICLE X - LEAVES OF ABSENCE

A. Temporary Leaves of Absence

Any tenured employee may make a written request for a leave of absence without pay for a period of time not to exceed one year. Such leaves may be granted when there are special personal situations which fully involve the employee, but are not permanent in nature, or where special conditions or opportunities require specific time arrangements by the employee. All applications are subject to the approval of the Superintendent and the Board of Education.

All requests for a leave of absence shall be submitted not later than ninety (90) days prior to the commencement date of such leave. In the event of an emergency situation, this prior notice requirement may be waived by the Superintendent. The commencement and expiration date of any approved leave shall be fixed by the Board of Education.

Any individual on leave will be responsible for the full payment of premiums or other obligations for fringe benefits to which he/she is entitled. The employee is not entitled to retirement credit nor eligibility for coverage under the District's insurance benefit programs except for health insurance, which may be continued by the employee paying the full premium. The provisions of the "Absence Without Loss of Pay" do not apply to any employee while on leave of absence without pay. Not later than ninety (90) days prior to the expiration date of a leave of absence, the employee shall submit a letter to the Superintendent's office indicating his/her intention to return or announcing his/her resignation as an employee.

B. Child Care Leave

As an alternative to use of sick leave, upon written request submitted at least ninety (90) days before such leave would commence, unit members will be granted a leave of absence, without pay, not to exceed two (2) years' duration, for the care of a newly born infant or adopted child. The time on leave shall not apply to any longevity career increment calculation, nor shall the unit member be entitled to retirement credit during the time on leave.

Such leave shall be without pay or other employee benefits, except that unit members may, at their own cost and expense, continue as enrolled members of the District's health insurance plan. Such leave shall terminate at the beginning of the school year, provided, however, that if a unit member desires to return from a child care leave before such leave is scheduled to terminate, the unit member may make such request in writing to the Superintendent of Schools, provided such request is submitted no later than March 1 of the school year when such leave was scheduled to terminate. All requests for early return are subject to approval by the Board of Education, upon the recommendation of the Superintendent of Schools.

ARTICLE XI - PERSONNEL FILES

Except for confidential pre-employment materials, no material which is derogatory to an employee's conduct, service, character or personality will be placed in his/her official personnel file unless the employee receives a copy of such material. The employee will acknowledge receipt of such material within twenty-four hours by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Within ten school days, the employee shall also have the right to submit a written answer to such material, and his/her answer shall be sent to the Central office and attached to the file copy. An employee may receive or make a copy of any item in his/her personnel file, exclusive of confidential pre-employment material. An employee may examine his/her personnel file, exclusive of confidential pre-employment material, upon reasonable advanced notice to the Director of Personnel.

ARTICLE XII - GRIEVANCE PROCEDURES

A. Purpose:

It is the declared objective of both parties to encourage the prompt and informal resolution of differences as they arise, and before recourse to the formal procedures described herein.

B. Definitions:

1. Grievance - shall mean any dispute between the parties concerning the interpretation or application of terms and conditions as set forth in this agreement.

2. Grievant - shall mean any employee represented by the unit, the Association itself, or the Superintendent of Schools, any of whom shall be deemed as an aggrieved party.
3. Immediate Supervisor - shall mean the administrative or supervisory staff member to whom the aggrieved employee is immediately responsible.
4. Association Representative - shall mean a member of the LPSACP Grievance Committee.

C. Submission of Grievance:

1. A grievance submitted by an employee shall not be processed beyond Stage III without the written approval of LPSACP.
2. The Superintendent of Schools shall present grievances to the President of the Association.
3. By joint written agreement of the parties, any or all of the steps in the procedures, prior to arbitration, may be omitted.
4. A grievance shall be deemed waived unless it is submitted formally within ten (10) working days after an aggrieved party knew, or should have known, of the events or conditions on which it is based.
5. All grievances submitted in writing which are not received by June 30 shall be postponed until the following school semester.
6. An aggrieved party may be represented at any or all stages of the formal grievance procedure by representatives selected by the grievant or the Association, not to exceed a total of two (2).

D. Procedures:

Stage I (Informal) Immediate Supervisor

A grievance shall be submitted to the immediate supervisor. The parties shall attempt to resolve the grievance informally at this level within ten (10) school days.

Stage II (Formal) Immediate Supervisor

If the grievant is not satisfied with the response received at Stage I, or if no response is received within five (5) school days, the grievant may within five (5) school days thereafter reduce the grievance to writing and submit same to his/her immediate supervisor. Such writing shall include the provision of this Agreement involved, the time when and the place where the alleged events or conditions constituting the grievance arose and the proposed

remedy sought. The party to whom such written grievance is submitted shall respond in writing within five (5) school days of receipt of such grievance.

Stage III Superintendent of Schools

If the grievant is not satisfied with the response received at Stage II, or if no response is received within five (5) school days, the grievant may within five (5) school days thereafter submit a copy of the written grievance, together with any response received at Stage II, to the Superintendent of Schools. The Superintendent of Schools, or his designee, shall make a determination in regard to the grievance and transmit his written decision thereon to the grievant within ten (10) school days thereafter. In the course of deciding the grievance, the Superintendent of Schools, or his designee, may hold such meetings or conferences as he deems necessary.

Stage IV Arbitration

If not satisfied with the response received at Stage III, the Association may within fifteen (15) school days thereafter submit the grievance to arbitration in accordance with the rules of the American Arbitration Association. The arbitrator shall issue a written determination and award to the parties not later than thirty (30) days from the close of the hearing(s). The award of the arbitrator shall set forth the findings of fact and conclusion, and shall be binding upon the parties. The arbitrator shall have no power to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have the power to alter, add to or detract from the provisions of this Agreement.

The cost for the services of the arbitrator will be borne equally by the parties.

ARTICLE XIII - GENERAL GUARANTEES

- A. This Agreement shall apply equally to all employees included within this unit and shall pertain to and bind each employee without regard to whether or not they are members in good standing of the Association.
- B. None of the subjects of this Agreement, or any other subject not covered by this Agreement, shall be open for negotiations during the life of this Agreement or the duration of its specific clauses except by actual agreement of the District and Association. Except as expressly provided otherwise by the Agreement, the determination and administration of school policy, rules, regulations, and the operation of the schools are vested exclusively in the Board of Education.

- C. Should any provision of this Agreement be found in violation of a Federal, State or local law or ordinance by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- D. The District may establish rules and regulations to the extent that they are not violative of the terms of this Agreement.
- E. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2001 and shall remain in force until June 30, 2005.

BOARD OF EDUCATION OF THE LAWRENCE PUBLIC SCHOOLS

By: Frank Argento Date 10/24/01
Frank Argento, President

LAWRENCE PUBLIC SCHOOLS' ASSOCIATION OF COUNSELORS AND PSYCHOLOGISTS

By: Gale Grobstein Date 10/25/01
Gale Grobstein, President

2001/02 LPSACP Salary Schedule								
3.25% increase on 00/01 schedule								
STEP	MA	MA+10	MA+15	MA+30	MA+45	MA+60	MA+75	DOCT. DEGREE
1	52493		64507	56463	57307	58157	59558	61351
2	53343		55357	57375	58252	59101	60495	62354
3	55064		57075	59057	59946	60828	62222	63878
4	56244		58802	62490	63417	64372	65767	66162
5	60789		63260	65098	66073	67043	68444	70594
6	62735		65709	67453	68461	69474	70875	73301
7	64743		67128	69474	70524	71586	72982	75339
8	66910		69105	71625	72707	73781	75181	77471
9	69904		72263	73921	75038	76158	77552	80046
10	72476		74802	77046	78209	79372	80771	82129
11	75458		76745	79390	80591	81768	83160	85085
12	77922		79729	81442	82680	83908	85298	87387
13	81010		83686	85280	86562	87832	89225	90832
14	84454		86630	87987	89300	90606	92008	94107
15	87369		89687	91646	93015	94396	95795	97334
16	88831		91362	93908	95308	96722	98114	98678
17	88831		91362	93908	95308	96722	98114	98678
18	90550		92770	95040	96440	97884	99285	100209
19	91102		93321	95591	96982	98435	99838	100761
20	91808		94029	96297	97702	99140	100540	101467
21	91808		94029	96297	97702	99140	100540	101467
22	93277		95614	97926	99378	100860	102256	103123
23	93277	94827	95614	97926	99378	100860	102256	103123
24	94403	95953	96739	99054	100504	101985	103380	104247
25	94403	95953	96739	99054	100504	101985	103380	104247
26	96322	97809	98578	100799	102249	103737	105131	105943
27	96874	98359	99131	101350	102800	104288	105684	106493
28	96874	98359	99131	101350	102800	104288	105684	106493
29	96874	98359	99131	101350	102800	104288	105684	106493
30	96874	98359	99131	101350	102800	104288	105684	106493

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2002/03 LPSACP Salary Schedule								
3.50% increase on 01/02 schedule								
								DOCT.
STEP	MA	MA+10	MA+15	MA+30	MA+45	MA+60	MA+75	DEGREE
1	54330		56415	58439	59313	60192	61643	63498
2	55210		57294	59383	60291	61170	62612	64536
3	56991		59073	61124	62044	62957	64400	66114
4	58213		60860	64677	65637	66625	68069	68478
5	62917		65474	67376	68386	69390	70840	73065
6	64931		68009	69814	70857	71906	73356	75867
7	67009		69477	71906	72992	74092	75536	77976
8	69252		71524	74132	75252	76363	77812	80182
9	72351		74792	76508	77664	78824	80266	82848
10	75013		77420	79743	80946	82150	83598	85004
11	78099		79431	82169	83412	84630	86071	88063
12	80649		82520	84292	85574	86843	88283	90446
13	83845		86615	88265	89592	90906	92348	94011
14	87410		89662	91067	92426	93777	95228	97401
15	90427		92826	94854	96271	97700	99148	100741
16	91940		94560	97195	98644	100107	101548	102132
17	91940		94560	97195	98644	100107	101548	102132
18	93719		96017	98366	99815	101310	102760	103716
19	94291		96587	98937	100387	101880	103332	104288
20	95021		97320	99667	101122	102610	104059	105018
21	95021		97320	99667	101122	102610	104059	105018
22	96542		98960	101353	102856	104390	105835	106732
23	96542	98146	98960	101353	102856	104390	105835	106732
24	97707	99311	100125	102521	104022	105554	106998	107896
25	97707	99311	100125	102521	104022	105554	106998	107896
26	100193	101732	102528	104827	106327	107867	109311	110151
27	100764	102302	103100	105398	106898	108438	109883	110721
28	100764	102302	103100	105398	106898	108438	109883	110721
29	100764	102302	103100	105398	106898	108438	109883	110721
30	100764	102302	103100	105398	106898	108438	109883	110721

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2003/04 LPSACP Salary Schedule								
3.50% increase on 02/03 schedule								
STEP	MA	MA+10	MA+15	MA+30	MA+45	MA+60	MA+75	DOCT. DEGREE
1	56232		58389	60485	61389	62299	63800	65721
2	57142		59300	61462	62401	63310	64804	66795
3	58986		61140	63263	64216	65160	66654	68428
4	60250		62990	66941	67934	68957	70451	70874
5	65119		67766	69735	70779	71818	73319	75622
6	67203		70389	72257	73337	74422	75923	78522
7	69354		71909	74422	75547	76685	78180	80705
8	71676		74027	76726	77886	79036	80536	82989
9	74883		77410	79186	80383	81582	83076	85747
10	77638		80130	82534	83779	85025	86524	87979
11	80832		82211	85045	86331	87592	89083	91145
12	83472		85408	87243	88569	89882	91373	93611
13	86780		89647	91354	92727	94088	95580	97302
14	90469		92800	94254	95660	97059	98561	100810
15	93592		96075	98173	99640	101119	102618	104267
16	95158		97869	100597	102096	103611	105102	105706
17	95158		97869	100597	102096	103611	105102	105706
18	96999		99378	101809	103309	104856	106357	107346
19	97591		99968	102399	103900	105446	106949	107938
20	98347		100726	103156	104661	106201	107701	108694
21	98347		100726	103156	104661	106201	107701	108694
22	99921		102424	104901	106456	108044	109539	110468
23	99921	101581	102424	104901	106456	108044	109539	110468
24	101127	102787	103629	106109	107662	109249	110743	111672
25	101127	102787	103629	106109	107662	109249	110743	111672
26	103700	105293	106117	108496	110049	111643	113137	114006
27	104291	105882	106709	109087	110640	112233	113729	114596
28	104291	105882	106709	109087	110640	112233	113729	114596
29	104291	105882	106709	109087	110640	112233	113729	114596
30	104291	105882	106709	109087	110640	112233	113729	114596

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2004/05 LPSACP Salary Schedule								
3.75% increase on 03/04 schedule								
STEP	MA	MA+10	MA+15	MA+30	MA+45	MA+60	MA+75	DOCT. DEGREE
1	58341		60579	62753	63691	64635	66193	68185
2	59285		61524	63766	64741	65685	67234	69300
3	61198		63433	65636	66624	67604	69153	70994
4	62509		65352	69451	70481	71543	73093	73532
5	67561		70307	72350	73433	74511	76068	78458
6	69723		73029	74967	76087	77213	78770	81466
7	71955		74606	77213	78380	79560	81112	83731
8	74364		76803	79604	80806	82000	83556	86101
9	77691		80313	82155	83397	84642	86191	88963
10	80550		83135	85629	86921	88214	89769	91278
11	83864		85294	88234	89569	90877	92424	94563
12	86602		88610	90514	91890	93253	94800	97122
13	90034		93008	94780	96205	97616	99164	100950
14	93862		96280	97788	99248	100699	102257	104590
15	97102		99678	101855	103376	104911	106466	108177
16	98726		101539	104369	105925	107496	109044	109670
17	98726		101539	104369	105925	107496	109044	109670
18	100637		103104	105627	107183	108788	110345	111372
19	101250		103717	106239	107797	109400	110960	111985
20	102035		104503	107024	108586	110184	111740	112770
21	102035		104503	107024	108586	110184	111740	112770
22	103668		106265	108835	110448	112095	113647	114610
23	103668	105390	106265	108835	110448	112095	113647	114610
24	104919	106642	107515	110088	111700	113346	114896	115860
25	104919	106642	107515	110088	111700	113346	114896	115860
26	107589	109241	110096	112565	114176	115829	117380	118282
27	108202	109853	110710	113177	114789	116442	117994	118893
28	108202	109853	110710	113177	114789	116442	117994	118893
29	108202	109853	110710	113177	114789	116442	117994	118893
30	108202	109853	110710	113177	114789	116442	117994	118893

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