

# **AGREEMENT**

## **Lebanon Township Paraprofessionals Association and Lebanon Township Board of Education**

*July 1, 2011 through June 30, 2013*

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## **ARTICLE 1 – COMPLETE AGREEMENT**

- 1:1 This Agreement shall constitute the full and complete agreement between both parties and may be added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- 1:2 This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.
- 1:3 The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this Agreement unless by voluntary mutual consent

## **ARTICLE 2 – RECOGNITION**

- 2:1 The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the employees of the Board employed in the following title(s):

All full-time and part-time Paraprofessional positions (including Classroom, Special Education, Library, Lunchroom and Playground). A full-time employee is one who is regularly employed for 20 hours or more per week.

Excluded from such representation are employees of the Board employed in the following capacities:

1. Superintendent, Building Principals, Board Secretary/  
Business Administrator
2. Assistant Principals, Director of Special Services
3. Secretarial and Clerical Workers
4. Cafeteria Workers
5. Teachers
6. Custodians
7. Substitutes
8. All other employees not specifically included in the unit.

- 2:2 In recognizing the Association, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement subject to the laws of the State of New Jersey and applicable regulations thereunder, (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain all employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against all employees; (c) to relieve all employees from duty because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to it; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. In addition, it is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- 2:3 Pursuant to Chapter 303, Public Laws of 1968, the parties hereby agree that every employee shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protections, or to refrain from doing so. The parties undertake and agree that they shall not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, and other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any employee with respect to terms and conditions of employment by reason of his membership or non-membership in the Association and its affiliates, his participation or non-participation in any lawful activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- 2:4 No punitive action will be taken against any Paraprofessional without a hearing and without that person receiving prior disclosure of the identity of the complainant(s) and all evidence acquired during the investigation.
- 2:5 The Association shall have the right to use school buildings at all reasonable hours for meetings, provided that same are not held during the school day and do not interfere with the conduct of school, school connected activities or other building meetings already scheduled. The Principal of the school in question shall receive a request for a meeting from the Association at least one day in advance of the meeting.

### **ARTICLE 3 – HEALTH INSURANCE BENEFITS**

- 3:1 **Health Benefits** – The Board will provide all eligible employees with health coverage with a provider equivalent to the Blue Cross/Blue Shield plan in effect during the 2001-2004 school year.
- 3.1.1 The Board will pay 100% of the premium for any employee or family member eligible for health insurance.
- 3.1.2 A \$15 co-pay per doctor visit will remain in effect for the duration of the contract.
- 3:2 **Dental Benefits** – will remain the same, including a \$25 annual deductible for those with individual coverage and a \$75 annual deductible for those with family coverage. Maximum benefits accruing to any individual during the plan year shall be \$1,500, with a maximum benefit for orthodontic treatment of \$800 per individual.
- 3:3 **Vision Plan** – Benefits will be equivalent to the Vision Service Plan in effect on June 30, 2004.
- 3:4 **Prescription Plan** – Prescription drug coverage will be continued as in 2002-03, with the exception of deductibles. Beginning August 1, 2004, the following deductibles are applicable: \$15 brand name; \$8 generic; single co-pay mail order.
- 3:5 **Waiver of Insurance** – Employees who provide proof of alternate coverage may waive any or all of the coverage to which they are entitled (medical, dental, vision and/or prescription), and receive 10% of the premium the Board would have paid, if not for the waiver. The following applies should an employee decide to a waiver of insurance:
- 3:5.1 An employee may elect to forego all or a portion of his/her health benefits coverage, for a full school year and receive a cash payment of 10% of the premium savings to the Board of Education. Two equal payments will be made to the employee, on December 30 and on June 30, of each school year.
- 3:5.2 Payment shall be made pursuant to an IRS 125 Plan, which shall be established by the Board.
- 3:5.3 The change in coverage may be made from dependent inclusive coverage or employee only coverage, or to full elimination of coverage for that year.
- 3:5.4 The employee must have health benefits from a spouse or other source. Proof of this coverage must be presented to the Business Administrator each time the employee seeks to renew his/her opt-out.
- 3:5.5 Opt-out is required on a yearly basis. If the employee does not file to opt-out, he/she will automatically be enrolled in the current health

- plan at the full benefit level in which he/she was previously enrolled and/or to which he/she is entitled.
- 3:5.6 Any employee who has waived all or some of his/her health benefit coverage for a specific year, may restore the above-stated coverage by applying during the school year. The reinstatement date will be July 1 immediately following the application. It will NOT be necessary for any employee or his/her family members to complete a Statement of Health, or to have any proof of insurability to restore coverage.
- 3:5.7 An employee who has waived all or a portion of his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis without completing a Statement of Health, or having any proof of insurability for the employee or his/her family in the event of a hardship of life altering event, which includes, but not limited to, the following examples: termination of employment, legal separation, group contract/policy terminated, disability of spouse which eliminates benefits, divorce, death of a spouse, or military discharge.
- 3:5.8 If the employee opts to return to the health benefits coverage during the school year, the opt-out payment will be prorated accordingly.
- 3:5.9 Any tax liability for the opt-out monies received shall be the responsibility of the employee.

#### **ARTICLE 4 – HOLIDAYS**

Paraprofessionals will have the same holidays as the Lebanon Township School District teaching staff.

- 4:3 All full-time and part-time paraprofessionals that are assigned to participate in overnight school trips shall receive the same stipend for such assignments as teachers.
- 4:7 Any full-time or part-time paraprofessional who serves as a substitute teacher shall receive, for all time spent as a substitute teacher, his/her regular paraprofessional rate of pay, or the substitute teacher rate, whichever is higher.

## **ARTICLE 5 – ON THE JOB ACCIDENTS AND INJURIES**

Any employees injured on the job will report such injury to his/her supervisor and to the school nurse if she is available. A report of the injury will be submitted to the Superintendent.

## **ARTICLE 6 – UNUSED SICK DAY RETIRMENT BENEFIT**

Full-time Paraprofessionals who retire after a minimum of ten (10) years in the district will be awarded \$30.00 per day for each unused sick day up to a maximum of 100 days.

## **ARTICLE 7 – LEAVES OF ABSENCE**

7:1 **Pregnancy Leave** – (Full-time Only) – shall be granted without pay according to the district’s maternity leave policy.

7:2 **Death in Family Leave** – Leave shall be granted upon the approval of the Superintendent. All full and part time Paraprofessionals shall be entitled to a maximum of five (5) consecutive days of absence with pay immediately following a death in the immediate family. Immediate family is defined as spouse, parents, children, stepchildren, siblings, grandchildren, grandparents and parents-in-law. When a death occurs in the immediate family as defined above, the Paraprofessionals may convert up to a maximum of three (3) Personal days to additional bereavement leave.

7:3 **Personal Leave** – Full-time and part-time Paraprofessionals shall be awarded up to 3 days (no reason) annually with the approval of the Principal or Superintendent. If not used, personal days will be converted into unused sick days at the end of the school year. A personal Business Day may also be granted for the reasons listed below with the specific approval of the Superintendent. If not used, the personal business day will be converted into an unused sick day at the end of the school year.

- |                  |                              |
|------------------|------------------------------|
| a) Doctor        | e) Court Appearance          |
| b) Lawyer        | f) Banking                   |
| c) House Closing | g) Conference – Re: Children |
| d) Graduation    |                              |

7:3.1 Personal Days may not be taken on the day immediately before or after a holiday without specific permission of the Superintendent.

7:3.2 Except in emergency situations, request for Personal Days must be received with a minimum of one full day’s notice.

7:3.3 Part-time employees will receive personal leave on a pro-rata basis.

7:3.4 Please refer to the Board of Education Policy #4251.7 – Personal Leave – Non-Instructional Staff.

7:4 **Sick Leave** – may be applied in the event of absence from duty due to illness or personal injury or because of exclusion from work as a result of a contagious disease, etc. Each 10-month employee is granted ten (10) sick days per year by the Board, which will accumulate if not used.

## **ARTICLE 8 – POLICIES RELATED TO EMPLOYMENT**

8:1 **Assorted Conditions Related to Employment** – The following conditions are part of Board Policy regarding the employment of non-certified personnel:

1. #4125: Employment of Support Staff Members
2. #4124: Employment Contract
3. #4160: Physical Examinations
4. #4130: Assignment and Transfer
5. #4220: Employee Evaluation
6. #4360: Support Staff Tenure
7. #4440: Travel Expenses
8. #8660: Transportation by Private Vehicles
9. #4124: Employment Contract
10. #4413: Overtime Compensation
11. #8442: Reporting Accidents
12. #4438: Jury Duty
13. #4432: Sick leave
14. #4211: Attendance

8:2 **Working Hours** – The normal workweek for full-time Paraprofessionals is 33.75 hours. Part-time Paraprofessionals’ normal workweek is 18.75 hours. The normal work year is ten (10) months. Each full-time employee shall be allowed one-half hour for lunch each day.

The superintendent or designee can authorize paraprofessionals to report on the first non-student day of the school year for up to 6.75 hours, with compensation at their hourly rate.

8:3 **Evaluations** – All full-time and part-time Paraprofessionals will be evaluated a minimum of once per year by their immediate supervisor using the appropriate form. The evaluation is to be given by March 1<sup>st</sup> with a date to be set for re-evaluation if there is an unsatisfactory evaluation given.

8:4 **Equal Opportunity** – The Lebanon Township School District is an Affirmative Action, Equal Opportunity Employer. All persons regardless of race, religion, color, creed, sex, national origin or handicap shall have equal access to all categories of employment in the public education system of the Lebanon Township School District.



- 8:5 **Posting** – All paraprofessional vacancies will be posted in both schools on or before the date the District places an outside advertisement, and shall remain posted until filled
- 8:7 **Employment Notice** - On or before the last day of school, the Board shall notify each paraprofessional of his/her employment status for the following year, to the extent known by the Board at that time: definite reappointment, definite non-reappointment, uncertain.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9:1 It is the policy of the Board to develop and practice reasonable and effective means of resolving differences which may arise among employees to reduce potential areas of grievances and to establish and maintain recognized two-way channels of communication between supervisory personnel and non-instructional employees. The time limit provided for in this procedure may be extended by mutual written agreement of the parties. Any decision not appealed within the limits from one level to the next level in the grievance policy shall be considered settled on the basis of the last decision and not subject to further appeal.
- 9:2 **Level One**
- 9:2.1 Within ten school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing to the Building Principal. This statement shall be a clear concise statement of the grievance, and the policy or law for which there is an alleged violation, the circumstances on which the grievance is based, the person(s) involved, the decision rendered at any prior private conference and the remedy sought. The grievant may include a request for a personal conference.
- 9:2.2 Within ten school days of receiving the grievance, the Building Principal shall communicate his/her decision to the employee in writing.
- 9:3 **Level Two**
- 9:3.1 In the event the employee is not satisfied with the decision in Level One, he/she may appeal the decision in writing to the Superintendent within ten school days after receiving it, or the date it was due.
- 9:3.2 This written statement shall include a copy of the original grievance, the decision rendered, the name of the appellant's conferee, if any, and a clear concise statement of the reasons for the appeal of the decision.

- 9:3.3 The Superintendent shall communicate his/her decision to the grievant within ten days.
- 9:3.4 Either party in the appeal may request a personal conference within the above time limits. If the decision has not been rendered within the time limits, the grievant may appeal to the next level.

9:4 **Level Three**

- 9:4.1 Within ten school days after receiving the decision of the Superintendent (or the date it was due), the grievant may appeal the decision of the Superintendent in writing to the Board.
- 9:4.2 The Board shall schedule the matter for a hearing at an executive session to be held within twenty school days following receipt of the appeal. The grievant is entitled to be present at the hearing.
- 9:4.3 Within ten school days of the hearing, the Board will submit its decision in writing together with supporting reasons to the grievant. A copy shall be furnished to the administrators involved. The decision of the Board is final.

9:5 **Miscellaneous Provisions**

- 9:5.1 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 9:5.2 In the grievance procedure, when it becomes necessary for individuals to be heard during school hours, they may request personal leave.
- 9:5.3 In the event a grievance is filed late in the school year, both parties shall endeavor to expedite procedures to the maximum extent possible so that the grievance procedure may be exhausted as soon after the school term as practicable.
- 9:5.4 Throughout the grievance procedure, a grievant may choose to be represented by the LTPA. The LTPA may submit a grievance on its own.

**ARTICLE 10 - PAYROLL DEDUCTIONS**

10:1 Paraprofessionals may select any or all of the following allowable deductions. The Business Administrator/Board Secretary and/or staff will answer questions. The following are allowable deductions:

1. US Savings Bonds
2. Tax Sheltered Annuity Plan
3. Credit Union

- 10:2 Paydays in the district are on the 15<sup>th</sup> and 30<sup>th</sup> of each month. When a payday falls on or during vacation period or weekend, staff will be paid on the last workday immediately preceding the 15<sup>th</sup> or the 30<sup>th</sup>.

## **ARTICLE 11 - POLICY REGARDING SEXUAL HARASSMENT**

- 11:1 Title VII of the 1964 Federal Civil Rights Act has been interpreted by the courts to prohibit sexual harassment in the work place.
- 11:2 Sexual harassment sometimes creates a complex situation, which may include favoritism and can sometimes influence true compliance with the law in other states.
- 11:3 Sexual harassment is defined as deliberate or unsolicited verbal comments, gestures or physical contact of a sexual nature.
- 11:4 Sexual harassment may cause grievous psychological and/or monetary harm to employees of the Lebanon Township School District, and furthermore, may subject the Lebanon Township School District to civil liability.
- 11:5 Therefore, it shall be the policy of the Lebanon Township School District that no employee shall be subject to sexual harassment in any form, and furthermore, the Superintendent shall set forth guidelines for training programs, education and establish procedures for reporting complaints of sexual harassment and further set forth disciplinary procedures for anyone found guilty of sexual harassment.

## **ARTICLE 12 – SENIORITY**

- 12:1 A Paraprofessional shall have no seniority rights until he/she has been employed (without a break in service) for three (3) consecutive school years. Following such period of employment, seniority will be computed beginning with the employee's first day of employment. The first school year of service will count toward earning seniority provided the employee commenced employment prior to February 1.
- 12:2 Once seniority is earned, seniority shall be defined as a Paraprofessional's total length of service as a Paraprofessional. Seniority shall accumulate until there is a break in service.
- 12:3 A break in continuous service occurs when a Paraprofessional resigns, is discharged, is non-renewed at the end of a school year, retires or is laid off.
- 12:4 The Board shall maintain a current seniority list and shall furnish copies of the seniority list to the LTPA President each year on September 30.

### **ARTICLE 13 – PROBATION**

- 13:1 It is agreed that the first sixty (60) working days of employment of any new Paraprofessional shall be a trial period.
- 13:2 The Board/Administration may extend the probationary period, with the reasons for the extension given in writing to the employee, for an additional thirty (30) working days, where the Board/Administration believes the probationary period was insufficient.
- 13:3 Termination of employment during the probationary period shall not be considered a disciplinary action.

### **ARTICLE 14 – LAYOFF**

- 14:1 If a position is eliminated at any time (during a school year or at the end of a school year) for budgetary reasons or because the position is no longer needed, and if the person in such position has earned seniority, that person (the “affected person”) will have priority consideration (as defined below) for a position in the following school year. Where possible, four weeks prior to the layoff, the Board will meet with the LTPA to discuss implementation of the layoff procedures.
- 14:2 Priority consideration shall have the following elements:
  - 14:2.1 The right to fill a vacancy (including a newly created position) provided the affected person has all the qualifications (including knowledge, skills and abilities) needed to properly perform the duties of the position.
  - 14:2.2 The right to fill the position of a person with less seniority or no seniority, provided the affected person is better qualified than the person holding the position, in terms of all the qualifications (including knowledge, skills and abilities) needed to properly perform the duties of the position.
  - 14:2.3 The determination (under paragraphs 1 and 2) of each person’s qualifications (including knowledge, skills and abilities) to properly perform the duties of any position shall be in the sole and exclusive discretion of the Board/Administration, and shall not be subject to challenge in arbitration, the courts or any other forum outside the District.
  - 14:2.4 An affected person who does not attain a position under paragraph 1 or paragraph 2, will remain on a recall list for a period of five (5) calendar years following the lay off. Each school year that the affected person remains on the recall list, the affected person will be considered, prior to the beginning of the school year, for

reemployment under paragraphs 1 and 2; and will be considered for reemployment under paragraph 1 whenever a vacancy occurs. After five (5) years, the person's name will be removed from the list. An affected person rehired from the recall list will retain all seniority earned.

14:2.5 In recalling Paraprofessionals, the Board agrees to notify Paraprofessionals by certified mail and regular mail to the Paraprofessional's last recorded address. It shall be the Paraprofessional's responsibility to notify the Board by certified mail of any address change.

14:3 In the event a position is eliminated mid-year for any reason (budgetary or non-budgetary), the Board agrees to provide the affected person a four (4) week advance notice or payment in lieu of such notice, solely at the discretion of the Board. For paraprofessionals who have at least 10 years service in the district, the Board agrees to provide the affected person a six (6) week advance notice or payment in lieu of such notice, solely at the discretion of the Board.

## **ARTICLE 15 – TUITION REIMBURSEMENT**

15:1 Effective July 1, 2004, reimbursement shall be made by the Board to full-time Paraprofessionals only, who are pursuing an Associate's or Bachelor's degree, and who are employed during the semester in which the course is taken. Reimbursement shall be under the conditions and provisions set forth in this Article.

15:2 Reimbursement shall be for up to three (3) credits per year (effective July 1, 2004), and for up to six (6) credits per year (effective July 1, 2005), at the Raritan Valley Community College rate. Only tuition costs will be reimbursed.

15:3 Reimbursement for each course at private colleges will be made at a rate not to exceed the Raritan Valley Community College rate.

15:4 Reimbursement will be paid only for courses which are part of an approved matriculated degree program, and are beneficial to the District. Courses may not take place during working hours.

15:5 All courses taken for reimbursement must first be approved on the proper form by the Superintendent and must meet the following application deadlines:

- |    |                          |                       |
|----|--------------------------|-----------------------|
| a) | Summer School Courses:   | June 30th             |
| b) | Fall Semester Courses:   | September 30th        |
| c) | Spring Semester Courses: | February 15th         |
| d) | Interim Courses:         | Prior to Registration |

- Courses must be approved before enrolling for coursework.
- 15:6 Reimbursement is limited to courses for which a final grade of **C B** or higher has been earned, as determined by an official transcript.
  - 15:7 All courses are to be taken through an accredited college or university as recognized by the New Jersey State Department of Education.
  - 15:8 Applicants for graduate tuition reimbursement must have served a minimum of one (1) full year in the Lebanon Township School District to be eligible.
  - 15:9 To receive payment, Paraprofessionals must complete a voucher and present it to the Board Secretary. They must also enclose a receipt for tuition and report card indicating the grade received in the course.
  - 15:10 Courses are charged to the fiscal year in which they are presented for payment.

**ARTICLE 16 – DURATION OF AGREEMENT**

- 16:1 This Agreement shall be in effect as of the last date written below and shall continue in effect through ***June 30, 2013***.
- 16:2 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, on the day and year written below.

**LEBANON TOWNSHIP PARAPROFESSIONALS ASSOCIATION**

By \_\_\_\_\_ By \_\_\_\_\_  
 (President) (Secretary)

Date \_\_\_\_\_

**LEBANON TOWNSHIP BOARD OF EDUCATION**

By \_\_\_\_\_ By \_\_\_\_\_  
 (President) (Secretary)

Date \_\_\_\_\_

**Full-time Paraprofessionals**  
**Ten Month - Student Day Calendar**  
**Salary Guide**

Step	2010-2011	2011-2012	2012-2013
1	\$23,320.00	\$23,876.71	\$24,444.55
2	\$23,720.00	\$24,276.71	\$24,844.55
3	\$24,120.00	\$24,676.71	\$25,244.55
4	\$24,520.00	\$25,076.71	\$25,644.55
5	\$25,090.00	\$25,646.71	\$26,214.55
6	\$25,845.00	\$26,401.71	\$26,969.55
7	\$26,625.00	\$27,181.71	\$27,749.55
8	\$27,430.00	\$27,986.71	\$28,554.55
9	\$28,260.00	\$28,816.71	\$29,384.55
10	\$29,115.00	\$29,671.71	\$30,239.55
11	\$29,995.00	\$30,551.71	\$31,119.55
12	\$30,900.00	\$31,456.71	\$32,024.55
13	\$31,830.00	\$32,386.71	\$32,954.55
14	\$32,785.00	\$33,341.71	\$33,909.55

**Employees move laterally only from year to year, with no increase in step.**

**Note:** Full-time instructional aides who possess a college degree at the beginning of the school year shall receive an annual addition to their salary of: \$600 for a four-year college degree; or \$350 for a two-year college degree, 60 college credits, an Associates degree or a County Substitute Certificate.

**Part-time Paraprofessionals**  
**Ten Month - Student Day Calendar**  
**Salary Guide**

Step	2010-2011	2011-2012	2012-2013
1	\$11.41	\$11.67	\$11.93
2	\$11.61	\$11.87	\$12.13
3	\$11.81	\$12.07	\$12.33
4	\$12.01	\$12.27	\$12.53
5	\$12.27	\$12.53	\$12.79
6	\$12.52	\$12.78	\$13.04
7	\$12.77	\$13.03	\$13.29
8	\$13.02	\$13.28	\$13.54
9	\$13.27	\$13.53	\$13.79
10	\$13.52	\$13.78	\$14.04
11	\$13.77	\$14.03	\$14.29
12	\$14.02	\$14.28	\$14.54
13	\$14.27	\$14.53	\$14.79
14	\$14.52	\$14.78	\$15.04
15	\$14.77	\$15.03	\$15.29
16	\$15.02	\$15.28	\$15.54
17	\$15.27	\$15.53	\$15.79
18	\$15.52	\$15.78	\$16.04

**Employees move laterally only from year to year, with no increase in step.**

**Note:** Part-time instruction aides who possess a college degree at the beginning of the school year shall receive an annual stipend of: \$300 for a four-year college degree; or \$175 for a two-year college degree, 60 college credits, an Associates degree or a County Substitute Certificate.

Effective 7/1/03, the Cafeteria/Playground Paraprofessional will be paid on the Part-time Paraprofessional Guide.