

**CAIU
AGREEMENT**

Between

Capital Area Education Association

and

Capital Area Intermediate Unit

July 1, 2022 to June 30, 2025

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**COLLECTIVE BARGAINING AGREEMENT
FOR THE
CAPITAL AREA INTERMEDIATE UNIT
BOARD OF DIRECTORS
AND THE
CAPITAL AREA EDUCATION ASSOCIATION**

**ARTICLE I
RECOGNITION**

The Capital Area Education Association (CAEA), hereinafter called the "Association", is hereby recognized by the Capital Area Intermediate Unit (CAIU), hereinafter called the "Employer," as the exclusive representative for the purposes of collective bargaining and meet and discuss for employees within the classifications included under the certification of the Pennsylvania Labor Relations Board dated March 6, 1974, docketed at PERA-R-3 502-C, as amended.

The term "employee" when used in this Agreement is defined as those persons in the classifications covered in the certification referred to above. The term "professional employee" when used in this Agreement is defined as those persons in all classifications covered in the certification, including but not limited to Interpreters with at least a Bachelor's Degree in interpreting. The term "paraeducator" when used in this Agreement is defined as those persons in the paraprofessional classification and includes employees designated as Interpreters without at least a Bachelor's Degree in interpreting, Certified Occupational Therapist Assistants (COTAs), Mental Health Workers (MHWs), and Physical Therapy Assistants (PTAs). The sole and exclusive manner to resolve any dispute pertaining to the inclusion in or exclusion from the bargaining unit of any person or position shall be through the procedures administered by the Pennsylvania Labor Relations Board. Article III shall not apply to such disputes.

**ARTICLE II
TERM OF AGREEMENT**

The term of this Agreement shall begin on July 1, 2022, and shall continue in full force and effect until June 30, 2025. Neither party to this Agreement shall be obligated to bargain collectively until the time required by law for bargaining with respect to a successor agreement which would become effective July 1, 2025.

**ARTICLE III
GRIEVANCE**

A. Definition. For the purposes of this Agreement, a "grievance" is defined as any controversy or dispute arising between the parties of this Agreement concerning an alleged violation, misinterpretation or misapplication of a term of this Agreement. A "grievant" is the person or group of persons who signs the grievance form required to initiate the grievance procedure.

B. Procedure.

6. Any employee may seek and use the assistance of a designated representative of the exclusive bargaining agent in the presentation of a grievance at all levels of the grievance procedure.

7. The failure of the Association/grievant to proceed to the next level of the grievance procedure within the time limit set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the administrator or the Board at any level to communicate a decision to the Association/grievant within the specified time limit shall permit the Association/grievant to automatically move to the next step of the grievance procedure.

8. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level in the procedure shall be considered a maximum, and every effort shall be made to expedite the process. However, all time limits may be extended by mutual consent in writing signed by the Association/grievant and by the Executive Director or designee.

9. The parties recognize the desirability of attempting to resolve grievances in an informal manner and nothing in this Agreement shall be construed to restrict the efforts of the parties to accomplish the informal resolution of grievances. However, nothing herein shall be construed to require the Association or employee to attempt an informal resolution of the grievance as a condition precedent to invoking the grievance procedure, and no attempt at informal resolution of a grievance shall be construed to impair either party's rights in connection with the grievance procedure should an attempt at informal resolution fail.

10. No person's right to the unobstructed use of this grievance procedure without fear of reprisal and without prejudice in any manner to his or her professional or employment status shall be abridged.

11. At all levels of the grievance procedure, each party shall bear its own costs incurred in connection with the grievance procedure including the costs of counsel. However, at Level 4 of the procedure, the fees and expenses of the arbitration proceeding shall be shared equally between the two parties involved.

12. 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.

13. The term "days" or "working days" as used in this Article shall mean days when the Employer's Enola office is open for business.

C. Levels.

Level 1. Any grievance which has not been satisfactorily resolved on an informal basis with the grievant's immediate supervisor within ten (10) working days of the

alleged occurrence giving rise to the grievance shall be presented by the Association/grievant in writing to the employee's team director within ten (10) working days of the informal meeting. The date of the alleged occurrence giving rise to the grievance shall be the later of the date upon which the event actually occurs or the date upon which the employee affected knows or reasonably should have known of such event. The grievance shall specifically state: (a) that the grievance procedure is being invoked; (b) the nature of the grievance; and (c) the specific term or terms of the Agreement allegedly violated, misinterpreted or misapplied. The team director to whom the written grievance is submitted under Level 1 shall reply to the grievant within ten (10) working days of the date on which the grievance is presented.

Level 2. If the action at Level 1 fails to resolve the grievance to the satisfaction of the Association/grievant, the Association/grievant, within ten (10) working days of the receipt of the written decision at Level 1, may appeal to the Executive Director of the CAIU. The appeal shall be in writing and shall set forth specifically the grievance asserted and its disposition at Level 1. The Executive Director shall conduct an informal hearing within ten (10) working days of the receipt of said appeal. The team director who rendered the decision at Level 1 and others involved in the grievance shall be given notice and the opportunity to be present and participate in the informal hearing. Within ten (10) working days of the date of the informal hearing, the Executive Director shall reply in writing to the Association and the grievant of the disposition of the grievance.

Level 3. If the action at Level 2 fails to resolve the grievance to the satisfaction of the Association/grievant, the Association/grievant, within ten (10) working days of the receipt of the Executive Director's decision, may appeal the decision to the Board. The appeal shall be in writing and shall set forth specifically the grievance asserted and its disposition at Level 2. Within fifteen (15) working days of the receipt of the appeal, the Board or Committee of the Board shall conduct an informal conference-type hearing. The requirement with respect to the notice and opportunity to be present and participate shall be the same as those recited at Level 2, except like notice and opportunity to participate shall be extended to the Executive Director. Within ten (10) working days of the close of the aforesaid informal conference-type hearing, the Board shall inform the Association and the grievant in writing of the disposition of the grievance.

Level 4. If the action at Level 3 fails to resolve the grievance to the satisfaction of the Association, within ten (10) working days of the decision of the Board, the Association may refer the grievance to binding arbitration as provided in Section 903 of Act 195. The arbitrator shall neither add to, subtract from or modify the provisions of the Collective Bargaining Agreement. The final decision shall be rendered by the arbitrator on the issue subject to arbitration and both parties shall be bound by the decision of the arbitrator.

ARTICLE IV WAGE AND SALARY PROVISIONS

- A. General Information.
 - 1. Professional Employees.

(a) The salaries to be paid to professional employees who are members of the bargaining unit shall be in accordance with the salary schedules attached to this Agreement marked as Exhibits A – I “A-1” and “B-1, and “C-1” (190 days for full-time professional employees; and 191 days per year for new professional and paraeducator employees during their first year of employment). The work year is subject to the provisions in Article XIV herein.

(b) The salary schedules reflect the following increases:

July 1, 2022 - June 30, 2023:

Professional employees: 3.25% (inclusive of step movement)

July 1, 2023 - June 30, 2024:

Professional employees: 3.25% (inclusive of step movement)

July 1, 2024 - June 30, 2025:

Professional employees: 3.25% (inclusive of step movement)

(c) Horizontal movement shall be permitted only once per contract year, effective July 1 of each year of the contract. Employees who are eligible for movement shall submit to Employer no later than June 1 documentation of completed credits. Changes in compensation shall be adjusted the first pay after July 1 for those employees who are paid on the Early Intervention calendar and the first pay in September for all other eligible Employees.

(d) Any employee with a doctorate degree shall be placed at the M+60/PhD column of the salary schedule. Any employee, excluding those who are subject to a stipend according to Article IV Section M of this Agreement, with a Master’s degree that requires more than 30 credits shall have credits completed in excess of 30 applied to a salary schedule payment. For example, if the Master’s program completed required 60 credit hours, the employee shall be placed in the M+30 column.

(e) Each professional employee who is a mentor for a newly hired professional employee shall also work the additional day(s) and shall be compensated therefore at the hourly rate payable for CERs, IEPs, and Curriculum Writing.

(f) Each newly hired professional employee shall be initially placed on the salary schedule step as determined by the Employer, it being intended and agreed that the Employer shall have discretion as to whether, and to what extent, to recognize for purposes of placement on the salary schedule prior years of teaching or other service. If the Employer decides to grant credit for prior teaching experience or other relevant experience, the Employer (a) will not give credit for more than one (1) year of each year of such experience and (b) will not place a newly hired employee on the salary schedule at a step higher than an employee who has comparable experience in a comparable specialty (e.g., social worker, psychologist, speech therapist, etc.). The placement of each professional employee on the salary schedules shall not necessarily correspond to the years of service credited to the employee.

(g) In order for any professional employee to move up (vertical) step on the salary schedule, he/she must have worked at least (1/2) of the previous school year based on

the total number of bargaining unit contracted days, rounded down to the nearest half. Part-time bargaining unit members who work less than the required number of days each year, as defined above, shall move up a step in the school year following the school year in which they worked the required number of days.

2. Paraeducator Employees.

(a) Paraeducators shall be paid a daily rate based upon education level, either high school diploma (HS) or HS + Associates or 48 credits. Annual salary shall therefore be calculated as daily rate x number of days the Paraeducator works. For part-time paraeducators, their daily rate shall be broken down to an hourly rate based on 7.5 hours per day.

	7/1/22 – 6/30/23	7/1/23 – 6/30/24	7/1/24 – 6/30/25
HS Daily Rate	\$131.50	\$136.00	\$140.50
HS+ Associates’ Degree or 48 credits or 5 years of CAIU Service* Daily Rate	\$142.50	\$147.50	\$152.00

(b) For the purposes of applying the five (5) years of service daily rate, application will begin on the following year after five (5) year of service are met.

(d) In addition to the salary as above-stated, paraeducators shall be entitled to an annual longevity bonus of \$100 per year of CAIU service paid once per year and subject to the following rules:

- (1) Entitlement to the longevity bonus shall be based upon the most current hire date;
- (2) The maximum longevity bonus shall be \$1,200 per year;
- (3) The longevity bonus shall be earned as of the paraeducator’s last pay of the school year;
- (4) Paraeducators who resign or who are dismissed for cause prior to fulfilling their school year shall not be eligible for the longevity bonus; and
- (5) The longevity bonus shall not be added to the paraeducator’s base salary. As such, the longevity bonus shall not be considered retirement-covered compensation.

(e) Paraeducators whose salary as of June 30, 2019, is more than it would be under paragraph (a) above, shall be grandfathered at their current rate, with no bonus pursuant to paragraph (c) above, and will receive the same percentage increase applied directly to their individual pay rate received by professionals, rounded up to the nearest half dollar. All paraeducators hired before July 1, 2019, who were placed at a HS+30, but who do not have the Associates degree or 48 Credits will be grandfathered at HS+ Associates'/48 credits; however, should said employee voluntarily leave employment, he/she will return at the HS rate unless the Associates degree or the requisite number of credits have been obtained.

B. Extended Contracts. The Employer shall have the right to offer supplemental contracts for additional days. The employee shall have the right to refuse an excess day assignment. Whenever individual excess day contracts are issued, additional days worked shall be paid at the employee's per diem rate. Whether to offer a supplemental contract for additional days and the number of additional days shall be within the discretion of the Employer. Each supplemental contract shall be effective only for the specific school year (and not for any subsequent school year).

C. Nurses' Assistants. When the CAIU employs registered nurses in the position of nurses' assistants, they shall be paid ninety percent (90%) of the appropriate step of the Bachelor's column of the salary schedule attached hereto as Exhibits "A-1," "B-1," and "C-1." All other terms and conditions of employment shall be as contained in this collective bargaining agreement and all other parts of the agreement shall be applied to the nurses' assistants as appropriate. Upon certification as a school nurse, the employee shall immediately be moved to the appropriate step and column of the applicable salary schedule.

D. Full-time Floater Teacher Substitutes. When the CAIU employs full-time professional substitutes in the position of floater substitutes, they shall be paid eighty percent (80%) of the appropriate step of the Bachelor's column of the salary schedule attached hereto as Exhibits "A-1," "B-1," and "C-1." All other terms and conditions of employment shall be as contained in this collective bargaining agreement and all other parts of the agreement shall be applied to the floater substitutes.

E. Lead Positions. Lead positions will be defined as a support position for staff of the CAIU. Support positions are defined as, but not limited to: Teacher, EPP, Paraprofessional, Occupational Therapist or COTA, Speech and Language Pathologist, Psychologist, Behavior support, Social Worker, etc. Identification of Lead Positions will be based on program need. Successful candidates for an identified Lead position will be determined via a posted job opening and a formal interview process, excluding employees identified as currently doing these job duties. In the event a person with a lead position begins or ends their role with less than a full year of service remaining, compensation for lead position duties will be prorated. A professional or paraprofessional employee who is designated in a lead position will receive an annual stipend in addition to the approved base salary in one of the following categories: 20% Released (1 Day per week, on average) - \$700.00 annual stipend

2. 40% Released (2 Days per week, on average) - \$1,400.00 annual stipend
3. 60% Released (3 Days per week, on average) - \$2,100.00 annual stipend

4. 80% Released (4 Days per week, on average) - \$2,800.00 annual stipend
5. Fully Released (Full time support in lead role) - \$3,500.00 annual stipend

F. Communication Facilitator and Job Coach, A paraeducator who is designated as a Communication Facilitator or a Job Coach shall receive an annual stipend in addition to his/her regular salary. The annual stipend shall be \$2,950.00.

A paraeducator who is designated as an interpreter who maintains a Registered Interpreter of the Deaf (RID) certification or satisfactory performance (score of 3.5 or higher) on the Educational Interpreter Performance Assessment (EIPA), shall be paid 95% of the appropriate step of the Bachelor's column of the salary schedule for each school year governed by this Agreement and attached hereto. An individual holding an RID certification or passing EIPA score shall not be entitled to have vertical advancement on the salary schedule.

G. Salary Distribution. Employees in the bargaining unit shall receive their salaries in twenty-four (24) equal installments.

6. The CAIU Administration shall initiate direct deposit of checks and reimbursements. The Association, on behalf of all employees, hereby agrees to direct deposit for all salaries, as well as all employee expense reimbursements.

7. Employees shall have the option of electing a lump sum payment of all their remaining salaries due in the last scheduled salary payment in June.

8. The CAIU Administration shall provide electronic delivery of employee W-2 tax forms. The Association, on behalf of its employees, hereby agrees to the electronic receipt of W-2 forms on an annual basis.

H. Payroll Deductions.

6. The Employer agrees to continue the practice of deducting from the wages of employees Association dues, tax sheltered annuities, as limited herein, and payroll deductions to the Susquehanna Valley Credit Union and Pennsylvania State Employees Credit Union provided that for each such deduction, the employee shall specifically authorize the deduction in writing and provided further that such authorization shall continue in effect until revoked in writing by the employee. The number and type of tax-sheltered annuities offered to employees shall be determined at the sole discretion of the Employer and the entry into such tax-sheltered annuities shall be further limited by the tax-sheltered annuity provider entering into agreements deemed acceptable by the Employer for information sharing and other agreements necessary to comply with the Internal Revenue Code provisions.

7. On or before October 1 of each school year, employees requesting a payroll deduction for Association dues shall submit notice to the Employer of their intent to have dues deducted. The Employer shall deduct the Association dues from each requesting employee's paycheck in ten (10) consecutive pays commencing the first pay period in October. Not later than the tenth day of each month, the Employer shall transmit monies collected from the previous month to the Association in the form of a single check. In the event that the required notice of payroll

deductions for Association dues are not received by the Employer on or before October 1 of each school year, the Employer reserves the right to not deduct the Association dues from each requesting employee's paycheck as aforesaid.

8. The membership in the CAEA, PSEA, ESPA, and NEA shall be continuous from year to year. Any member wishing to resign membership must submit written notification to the Association prior to October 1 of any school year.

9. The Association shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of any action taken or not taken by the Employer under the provisions of this section.

I. Just Cause. No employee shall be deprived of any economic benefit existing by reason of this Agreement without just cause. At the election of any affected employee, which election shall be in writing and shall be irrevocable, any dismissal, demotion or suspension without pay shall be processed under the grievance procedure and shall not be processed under the provisions of the School Code.

J. Miscellaneous. The salaries paid any time during the continuance of this Agreement shall be deemed to be in satisfaction of any salary increases now or hereafter mandated by the Commonwealth of Pennsylvania and the action of the legislature shall not be deemed to require the Employer to duplicate benefits provided under this Agreement.

K. Renewal. The renewal of documented licensing fees necessary to continue the professional's ability to perform services in the Commonwealth of Pennsylvania will be paid to the following employee classifications limited to the actual cost not to exceed \$500:

1. Occupational therapist.
2. Physical therapist.
3. Speech therapist.
4. Social Worker.
5. Psychologist.
6. Mental health treatment specialist.
7. Registered nurse.
8. Orientation and mobility specialist.
9. Employees assigned to a job classification requiring a Board Certified Behavior Analyst (BCBA).
10. Employees assigned to a job classification requiring Competent Learner Module (CLM).
11. Such other professional classifications with the written approval of the Executive Director or his/her designee, within its sole and exclusive discretion.

L. National Board for Professional Teaching Standards Certification. All professional employees who already have, receive, and/or maintain National Board for Professional Teaching Standards Certification shall annually receive in addition to their salary a stipend of \$2,500.00, less legally required withholdings. Should such a professional employee who obtains National Board for Professional Teaching Standards Certification while employed by

the Employer leave the employ of the Employer within two (2) years after initially receiving the National Board for Professional Teaching Standards Certificate or being employed by another employer, whichever comes last, the professional employee will be required to pay the Employer the full amount of any stipend received by the professional employee prior to that time.

M. ASHA Certification. All professional employees who already have or receive and maintain American Speech-Language-Hearing Association (ASHA) certification in speech/language pathology (CCC-SLP) or who are dually certified in both speech/language pathology and audiology and who are functioning as and performing the work of a Clinician for the employer shall receive, in addition to their salary, an annual stipend of \$2,500.00, less legally required withholdings.

Annual proof evidencing the renewal of this certification shall be required in order to receive the stipend. A retiree of the PSERS system who is employed by CAIU on an emergency basis shall not be eligible for the stipend. In the event a Clinician leaves the employ of the Employer within two (2) years after first receiving the ASHA certification, the Clinician will be required to pay the Employer the full amount of all stipend monies received by Clinician prior to that time.

In the event a Clinician is working less than full-time or is working full-time but is only performing the work of a Clinician on a part-time basis, he/she shall receive a prorated share of the stipend based upon the number of days he/she is performing the duties of a Clinician, as calculated by the S/L supervisor. The supervisor's calculation described in this paragraph shall be based upon his/her good faith calculation and shall not be disputable, and shall not be grounds for a grievance under this agreement.

N. Bargaining Unit Employees who complete additional education training/certification modules, will be entitled to a one-time stipend in the amount of \$400.00, which does not get added to base salary.

College credits, or continuing education units related to licensure requirements are not eligible for a stipend.

Additional education training/certification modules must be:

1. Related to current job duties;
2. Included in Employee's annual goal setting; and
3. Pre-approved by the employee's supervisor and team Director.

Additional education training/certifications module must include the minimum number of "seat hours" of twenty (20) hours.

Reimbursement for any costs associated will be made within thirty (30) days, upon receipt of the request form, signed by the employee's supervisor and Director, confirming completion of the module.

Payment of the stipend will be made within thirty (30) days, upon receipt of the request form, signed by the employee's supervisor and Director, confirming completion of the module.

Bargaining Unit Employees are only eligible for a maximum of one (1) stipend a year.

ARTICLE V PAID LEAVES OF ABSENCE

A. Attendance at Court. Employees required to attend a session of court for jury duty under subpoena or other court order for work related matters shall be entitled to be absent without loss of salary provided that the subpoena or other court order is filed with the Employer, but such leave shall be subject to the following exceptions:

1. An employee shall not be entitled to a leave without loss of salary hereunder if the employee is a party to a lawsuit or administrative proceeding against the Employer (i.e., a grievance or an unfair labor practice proceeding) unless the Employer or the Association subpoenas the employee's attendance.

2. The witness fee or jury attendance fee to which the employee is entitled to by reason of the attendance in court shall be turned over to the Employer or otherwise deducted from the employee's salary.

B. Bereavement Leave.

6. Effective for bereavement leaves on or after the date of ratification of the Collective Bargaining Agreement: A full-time employee may be absent from duty without loss of salary for a period not to exceed five (5) calendar days to be used within thirty (30) days following a death in the immediate family or household. Immediate family for the purposes of this Agreement shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandparent, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his/her home. Exceptions to the five (5) day limitation and/or thirty (30) day window provided in this subparagraph may be made by the Executive Director when extenuating circumstances suggest that such an exception would be equitable, but the denial of additional leave under this subparagraph shall not be the subject of a grievance.

7. Effective for bereavement leaves on or after the date of ratification of the Collective Bargaining Agreement: A full-time employee may be absent from duty without loss of salary for not more than one (1) work day to be used within thirty (30) days for the death of a near relative other than those described in subparagraph 1. It is understood that the other relatives covered by this subparagraph include first cousins, aunt, uncle, niece, nephew, daughter-in-law, son-in-law, sister-in-law, and brother-in-law. Exceptions to the one (1) day limitation and/or thirty (30) day window provided in this subparagraph may be made by the Executive Director when extenuating circumstances suggest that such an exception would be equitable, but the denial of additional leave under this subparagraph shall not be the subject of a grievance.

C. Educational Conferences. Employees shall be entitled to be absent from regular duties without loss of salary for attendance at educational conferences when such absences are pre-approved by the employee's immediate supervisor and team director for that purpose. Conferences, conventions and meetings beyond the 250-mile radius must have pre-approval of the Executive Director. Leaves During the School Day.

6. In the event that an employee finds it necessary to leave school early for emergency medical purposes or for other extenuating emergency circumstances, the employee shall first notify the appropriate school authority, i.e., lead teacher, principal or immediate supervisor and, where feasible, secure approval prior to leaving.

7. If an employee desires to temporarily leave the school building during the school day, the employee shall first notify the appropriate school authority, i.e., lead teacher, principal or immediate supervisor and shall secure approval prior to leaving.

E. Personal Leave.

6. All full-time employees shall be entitled to three (3) personal days leave per year for which no salary shall be deducted. Application for the use of such personal days shall be made in writing (e-mail acceptable) at least three (3) days in advance of the date on which the leave is desired. In appropriate cases, the Employer may waive the three (3) day notice provision when emergency situations arise. Two (2) unused personal days may be carried over and accumulated to the next year. However, at no time may an employee have more than a total of five (5) unused personal days leave including the three (3) in any current year and two (2) carry-over days. Any personal leave provided in this paragraph which has not been used by an employee and which cannot be carried over to the next year in accordance with the above terms shall automatically be added to the employee's accumulated sick leave.

7. When a member of the bargaining unit makes written requests for an early departure from school to pursue educational course work, the Executive Director may grant permission to use personal leave in increments of thirty (30) minutes for that purpose if appropriate classroom coverage can be arranged by the teacher, and the continuity of the instructional program is assured to the satisfaction of the employee's supervisor and team director. Following the Executive Director's approval, early departures must be arranged with the employee's immediate supervisor or lead teacher. Disapproval of a request for early departure may not be the subject of a grievance.

8. No personal leave days shall be used on an in-service day that the employee is expected to attend. The limitation as provided in this subparagraph shall not apply in the event of emergencies or with respect to any in-service day which has been designated by the Professional Development Committee as a "trade off" day. Subject to approval by the Executive Director, the Professional Development Committee shall designate two (2) in-service days as "trade off" days and may designate additional in-service days as "trade off" days. The approval of the Executive Director of any in-service as a "trade off" day shall not be unreasonably withheld except that the Executive Director may withhold approval for more than three (3) trade-off days.

9. The percentage of employees taking personal leave on any one day shall be limited to 10% of the staff that requires substitutes. Nothing shall prevent employees who do not require substitutes from using their personal leave days as needed.

10. Part-time Bargaining Unit Members who work in excess of 20 hours per week and who have at least 5 years of continuous service with the Employer shall be entitled to have one (1) personal day (days measured on a prorated basis based upon the hours per week worked by the employee – e.g., if an employee works only 4 hours per day, a personal day for that employee will be only 4 hours in duration) per Contract year. A furlough of a Bargaining Unit Member from the employ of the Employer will not constitute a break-in-service for the purposes of this provision.

F. **Sabbatical Leave; Professional Development Leave.** A professional employee who has completed ten (10) years of teaching in Pennsylvania, five (5) of them with the CAIU, shall be eligible for sabbatical leave. Said leave may consist of one-half school year or one school year for the purpose of restoration of health or professional development related to the employee's field of specialization. While on leave, the employee shall be paid the amount provided by law.

Applications for sabbatical leave shall be made on forms to be provided by the Executive Director and shall include, in the event of a leave for professional development, a general statement of courses of study or professional development activities to be pursued. The professional development plan for a full school term shall comprise either eighteen (18) graduate credits, twenty-four (24) undergraduate credits, three hundred sixty (360) hours of professional development, or any combination thereof. The professional development plan for one-half school term shall comprise either nine (9) graduate credits, twelve (12) under-graduate credits, one hundred and eighty (180) hours of professional development, or any combination thereof. Sabbatical leaves shall not be granted for the purpose of engaging in gainful occupation or in study for another trade or profession.

As a condition precedent to the granting of an application for a sabbatical leave, the applicant must agree in a signed statement form that:

6. The applicant will return to duty to the CAIU for a period of not less than one (1) year.

7. The applicant will file with the Executive Director, within thirty (30) calendar days after completion of the sabbatical leave, a report in proper detail as to the manner in which the leave was utilized. Failure to make such a report shall be considered conduct unbecoming a professional employee and render the person so failing liable to disciplinary action by the Board.

G. **Sick Leave.**

6. **Sick Leave.** Sick leave means the absence from post of duty by an employee because of personal disability due to illness or injury, or because of exclusion from said post by reason of a contagious disease or of being quarantined for such a disease in the employee's household. All full-time employees holding 190 or 191 day contracts shall be entitled to ten (10) days sick leave per year with no deductions from salary.

7. Accumulation of Sick Leave. Unused sick leave from any year may be accumulated for use in subsequent years with no limit on the number of days which may be accumulated.

8. Family Sick Leave. An employee may use up to five (5) days of sick leave each school year for family illness because of the illness (i) of the employee's spouse (ii) of a child of the employee (iii) of a child of the employee's spouse (iv) of a parent or parent-in-law of the employee, or (v) of a member of the employee's household.

9. Sick Leave Bank. The Association shall be authorized to establish and administer a sick leave bank. Members of the bargaining unit who wish to participate in a sick leave bank shall notify the Association in writing of the desire of the particular employee to have all or part of the employee's unused sick leave transferred into the sick leave bank. The transfer shall be affected on the records of the Employer after notice to the Employer by the Association. The total of the contributing employee's sick leave days shall be reduced by the number of days transferred to the bank. The Association shall be responsible for preparing and disseminating to all members of the bargaining unit the guidelines under which the members of the unit are permitted to participate in the sick leave bank. These guidelines must contain, at a minimum, the following provisions:

The utilization of sick leave days from the bank shall only be permitted when specifically authorized by the Association. Upon receipt of written authorization from the Association, the Employer shall honor utilization of sick leave days from the bank.

The Employer has the right to verify and audit the records of the sick leave bank from time to time and at a minimum, will receive an annual written report of the amount of sick days utilized and remaining in the sick leave bank.

Employees participating in the sick leave bank may not be compensated directly or indirectly by the bank, the Association, or any members of the Association for contributing sick leave days to the bank.

Days once contributed to the sick leave bank may be withdrawn by any employee only in accordance with the bank guidelines in the case of illness after that employee's personal sick leave entitlement has been exhausted or when the sick leave bank is being discontinued.

The Association shall hold harmless the Board and the Employer from any and all such claims against the Sick Leave Bank.

H. Visits to Other Schools. Employees shall be entitled to be absent from regular duties for the purpose of making visits to other schools when such visits are pre-approved by the employee's immediate supervisor.

I. Association Leave Days. The Employer shall grant Association representatives up to a total of twelve (12) Association leave days per school year, provided, that the Executive Director retains the authority to deny approval of the use of such days based upon his/her opinion of the disruption caused to the educational program as a result of taking such leave. Association leave days shall only be used so that employees can attend state or regional professional meetings,

local professional meetings not being the proper use of Association leave days. Attendance at CAIU Board meetings by the CAEA president shall not count toward the twelve (12) days. In the event that Association leave days are used, the Association shall pay for the costs of substitute employees engaged to perform in the stead of those employees taking such leave.

ARTICLE VI UNPAID LEAVES OF ABSENCE

A. Childrearing Leave.

1. Childrearing leave shall be granted for a period not to exceed one (1) year. For an employee who is a natural parent of the child, such childrearing leave shall end not later than one (1) year from the date of birth of the child. For an employee who is an adoptive parent, said leave shall end not later than one (1) year from the date of placement of the child in the employee's custody. Requests for childrearing leaves in excess of these requirements may be considered on a case-by-case basis by the Board of Directors, whose decision shall be final and shall not be subject to a grievance.

2. Request for such leave must be made in writing at least thirty (30) calendar days prior to the date that the leave shall begin. Request for return from childrearing leave must be made in writing sixty (60) calendar days prior to the expected date of return.

3. If the employee works more than one-half of the school year, the employee shall receive, for purposes of placement on the salary schedules, a year of service credit with respect to such year.

4. Upon return from childrearing leave, the employee shall return to a position comparable to the position held prior to the commencement of the leave.

5. All benefits to which an employee was entitled at the time the leave commenced, including unused sick leave and credit toward sabbatical eligibility, shall be restored to the employee upon return to duty as if the employee had never taken said leave.

B. Exchange Teaching Program. A leave of absence of up to two (2) years may be granted to any employee, upon written application, for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps as a full-time participant in such programs; or a cultural, travel or work program related to the employee's work responsibilities; provided said employee states an intention to return to the CAIU. Such request should be submitted to the Executive Director by July 1. Upon return from such leave, an employee shall be placed at a comparable position on the salary schedule as the employee should have been had the employee worked for the CAIU during such period provided that the employee has signed a letter of agreement to return to the employ of the CAIU for a period of time equal to the leave. **Insurance Rights.** Effective upon ratification of this Collective Bargaining Agreement, employees on childrearing leave or any other extended unpaid leave of absence wishing to remain on the group contract consisting of Employer's core health plan, including medical, dental, and vision benefits and life insurance benefits, shall remain so long as the insurer so permits during the period of the leave of absence, subject to the employee paying his/her own premiums for the foregoing insurance benefits during the period of his/her

absence by forwarding checks monthly to the payroll representative at the Employer's Enola Office on or before the 22nd day of each month, subject to the employee's rights pursuant to the Family and Medical Leave Act. Medical and Disability Leave.

6. Leave for up to one (1) year may be granted by the Board without pay for a prolonged illness which causes an employee to be absent from work for an extended period of time under circumstances where all of the employee's accumulated sick leave has been exhausted. It is distinctly understood and agreed, however, that the decision of the Board on the granting or denying of such special leave may not be the subject of a grievance under this Agreement.

7. When an employee is granted an unpaid leave of absence as the result of disability due to a work-related injury, as that term is defined for workers' compensation purposes, the Employer agrees to continue the health care coverages provided in Article VII during the period of such unpaid leave of absence but not to exceed a total of six (6) continuous months of said unpaid leave. After the expiration of the aforementioned six (6) month period, the employee shall have the right to continue the health care coverage in accordance with the provisions of paragraph C of this Article.

E. Family and Medical Leave. Employees shall be entitled to leave as provided for under the Family and Medical Leave Act.

ARTICLE VII GROUP INSURANCE

During the term of this Agreement, there shall be provided by the Employer to full-time professional and paraeducator employees health insurance benefits including medical, dental, prescription, and vision under the terms hereinafter set forth. Should the Employer elect to change the plan(s) following July 1, 2022, and should the Association believe that the plan provisions are not at least equivalent to the plan as described herein, Association and Employer agree to an expedited arbitration proceeding that will be heard and decided within forty (40) days of the effective date of the plan change. Notwithstanding the foregoing, the Employer shall have the right to move to a prescription carve-out plan, either with or outside of the current prescription provider, as may be determined by the Southcentral Trust and by the Employer's membership therein, upon giving CAEA thirty (30) days' notice and the ability to provide input into the carve-out plan.

A. Medical Benefits. For the term of this Agreement, the employer shall provide, in part, for the following Qualified High Deductible Health Plan with a Health Savings Account:

- (a) Employee contributions toward premium based on annual earnings:
 - i) \$1 to the top of the EPP scale: 3.5%
 - ii) \$1 above the top of the EPP scale, to the bottom of the professional scale: 4.5%
 - iii) The bottom of the professional scale to the top of the professional scale: 7%

- iv) \$1 above the top of the professional scale to the top salary in the organization: 7.5%

2. The Employer shall pay the balance of the premium costs of the medical plan or at least its equivalent in effect after the above contributions are made by the employees.

3. These employee contributions shall be paid by the eligible employee through mandatory payroll deduction on a pre-federal income and FICA tax basis.

4. An eligible full-time employee's election to be covered under the health plan for which the full-time employee is obligated to pay part of that premium shall be deemed to be his or her authorization for the payroll deduction to cover his/her costs of the benefit.

5. Deductible: Minimum allowed by IRS guidelines to qualify as a Qualified High Deductible Health Plan subject to an HSA in and out-of-network.

6. Co-pays: None (OVC/ER)

7. Out-of-pocket maximums: \$3,000/\$6,000 in and out-of-network

8. Coinsurance: \$0

9. Prescription Plan: The prescription plan co-pay for full-time employees shall be \$15 / \$25 / \$60 (retail) and \$30 / \$50 / \$120 (mail order) after the deductible is met and until the out of pocket maximum is satisfied.

10. Health Savings Account: Participants shall be eligible to establish a Health Savings Account ("HSA") subject to state/federal regulations, into which the Employer shall contribute the following funding:

a. The Employer will fund the HSA at the following rates, provided the employee is employed on or before August 31 of that calendar year:

- (1) For calendar year 2023: \$1,000/employee or \$2,000/family
- (2) For calendar year 2024: \$975/employee or \$1,950/family
- (3) For calendar year 2025: \$950/employee or \$1,900/family

b. The Employer will fund the HSA at the following rates for new employees employed on or after September 1 of that calendar year:

- (a) For calendar year 2023: \$333/employee or \$667/family
- (b) For calendar year 2024: \$325/employee or \$650/family
- (c) For calendar year 2025: \$316/employee or \$634/family

c. Contributions into an HSA shall be funded no later than January 15 of each year. Notwithstanding the foregoing, for new employees who begin employment January 1 – August 31st of any calendar year, their HSA will be funded within 60 days after their start date;

for new employees who begin employment September 1 – December 31 of any calendar year, their HSA will be funded by December 31 of that calendar year. In either case, should an employee voluntarily resign employment prior to his/her HSA being funded, then the employee shall not be entitled to any funding.

d. In the event that spouses are both employees of the Capital Area Intermediate Unit, each spouse shall be entitled to the funding of an individual employee amount or the employees may choose to have the family amount funded to the HSA of one spouse.

B. Employees Right to Select Health Benefit Plans.

6. Each employee shall have the right to elect coverage for the employee and/or the employee's dependents under the Health Benefit Plan sponsored by the Employer as permitted by this Agreement and/or by state or federal law. If the full-time employee elects to cover both the employee and one or more dependents, the employee and the employee's dependents must be covered under the same Health Benefit Plan.

7. For employees who begin working in June, July, or August, and who are paid on the school-age calendar, insurance shall become effective September 1; for all other new hires, insurance shall become effective on the first day of the first month after they begin employment.

8. **Spousal Eligibility Rule:** If the spouse of a Bargaining Unit Member is employed and eligible for health insurance benefits at his/her place of employment, the Bargaining Unit Member's spouse must select his/her employer's plan as primary coverage and may not be enrolled on the CAIU's plan. Spouses who have insurance available to them through an employer's plan shall not be eligible to enroll on the CAIU's plan unless there is a subsequent qualifying event permitting special enrollment as permitted by law.

9. A Bargaining Unit Member must provide evidence in a form reasonably satisfactory to the Employer to determine spousal coverage. This may, within the discretion of the Employer, be determined through an affidavit prescribed by the Employer. The Employer reserves the right to further exercise reasonable verification means to determine whether a Bargaining Unit Member's spouse does have available health insurance coverage at the Bargaining Unit Member's spouses' place of employment.

10. The Association shall have the right to nominate one (1) of the four (4) Capital Area Intermediate Unit Trustees to the South Central Pennsylvania Trust so long as the Employer remains a participant in the Trust and subject to the rules and regulations of the Trust as it may be hereinafter amended.

C. COBRA.

The rate structure for COBRA and other purposes shall be a five-rate structure as follows, so long as permitted by the Trust:

Employee

Employee + Spouse

Employee + Child

Employee + Children

Family.

D. Dental Benefits. The Employer will provide the United Concordia Coverage in effect in the 2021-22 school year or at least its equivalent for full-time employees and their qualified dependents, (not including an employee's spouse who has mandatorily elected the spousal waiver). To the extent that the premium cost of dental coverage exceeds the Employer contribution cap, the employee will be required to pay such premium costs beyond the limits agreed to be paid by the Employer. Because coverage requires 100% participation in the plan, to the extent that the employee shall be required to make contributions to a premium cost of dental coverage as above stated, such contribution shall be paid by the Employer and deducted from all employees' wages by reducing the salary of each employee for the year in question by the amount of the required contribution. In order to protect the employees against unreasonable increases in the cost of dental coverage, the employees covered by this Agreement shall have a right by majority vote to request the Employer to cancel dental coverage for employees prior to the commencement of any new plan year. If such request is received by the Employer from the Association, the Employer agrees to cancel the plan for the coming plan year and, upon cancellation, agrees to add to each employee's salary the amount that the Employer would be required to pay in the coming year for dental coverage deducted by required contributions of the Employer for retirement, social security and other similar matters on the amount so added to the employee's salary. It is intended here that upon cancellation of the dental plan, the total dollars expended by the Employer shall not be increased as the result of adding the dental contribution to the employee's salary. The dental plan shall include the following features: (i) oral surgery to be paid at 100% UCR (usual customary and reasonable); (ii) prosthesis, crowns, inlays and onlays at 50% UCR; and (iii) periodontics at 50% UCR; and a calendar year program maximum of \$1,200 per person, which excludes costs for diagnostic and preventative claims. Insurance coverage for new employees shall begin on the first full calendar month of employment unless the new employee is currently without insurance coverage.

E. Vision Benefits. The Employer will provide the Davis Vision Coverage in effect in the 2021-22 school year or at least its equivalent for full-time employees and their qualified dependents. Effective no later than July 1, 2023, the employer will provide standard vision insurance that includes the following increased benefits compared to those in effect in the 2021-22 year: (i) \$125 in-network frame allowance, (ii) \$50 copay for Standard Progressive Lenses; (iii) \$100 copay for Premium Progressive Lenses; (iv) up to \$100 retail allowance for contact lenses and fittings; (v) \$20 copay for fitting fees for daily wear lenses; (vi) \$30 copay for fitting fees for extended wear lenses; (vii) \$50 copay for fitting fees for specialty lenses. Additionally, effective no later than July 1, 2023, employees shall have the option to pay the difference between the standard plan and a buy-up plan that includes the following improved benefits: (i) Vision exams once every 12 months for all participants; (ii) frame coverage once every 12 months for all participants; (iii) \$300 in-network frame allowance; (iv) lenses once every 12 months; (v) \$25 copay for Standard Progressive Lenses; (vi) \$75 copay for Premium Progressive Lenses; (vii) up

to \$200 retail allowance for contact lenses and fittings. Medical, Dental and Vision Benefits for Part-Time Employees. Part-time employees are entitled to purchase fringe benefits as provided in Article XV. Part-time employees hired after July 1, 2013 shall be permitted to purchase benefits at One Hundred Percent (100%) of the premium costs. Employees who as of July 1, 2013, were purchasing benefit coverage at Sixty Percent (60%) of the premium cost plus the premium share paid by full-time employees for the same level of coverage may continue to purchase coverage at that contribution for as long as they continue their part-time employment with CAIU. Those CAIU employees working full-time for the CAIU as of July 1, 2013 and who purchase coverage through the CAIU's Health and Welfare Benefits Plans, who are subsequently involuntarily demoted to less than full-time status shall be permitted to purchase coverage at Sixty Percent (60%) of the premium cost plus the premium share paid by full-time employees for the same level of coverage. The balance of the contributions will be paid through mandatory payroll deductions by the part-time employee. In the event a part-time employee who is purchasing benefits through the Employer cannot cover the costs of their benefit premium via a payroll deduction in any month, the CAIU's business office shall bill the employee. Medical, Dental, and Vision Benefits for Retirees. Upon retirement, employees shall have the option of continuing coverage in the group medical, dental, and vision plans to which they belonged as employees. Retirees may elect to continue coverage in medical, dental, and vision insurance independently. To maintain coverages, the retiree must pay the full premium for each insurance elected. Retirees will remain eligible for coverage under this provision until covered by another group insurance plan, including Medicare or Medicaid. Should a retiree be ineligible for insurance coverage under this provision because of alternate coverage, the retiree shall become eligible whenever such alternate coverage ceases.

H. Life Insurance. Life insurance coverage will be provided by the Employer for each member of the bargaining unit in an amount equal to 125% of the employee's annual salary rounded to the nearest \$1,000.

ARTICLE VIII TUITION REIMBURSEMENT

A. Eligibility – College Tuition

1. Full-time employees shall be eligible for tuition reimbursement in accordance with the provisions of this Article.

2. The courses, to be eligible for reimbursement, shall be reasonably related to the employee's work at the CAIU or to the employee's advancement within the CAIU. The determination and compliance with this paragraph shall be made by the Executive Director prior to enrollment in the course by the employee.

3. The courses, to be eligible for reimbursement, shall be regularly offered courses at an accredited college or university and shall not include credits for travel and credits achieved by other unconventional means unless specifically approved by the Executive Director.

4. To be eligible for reimbursement, the course shall have been successfully completed within the term of this Agreement, even though begun prior to July 1, 2022.

B. Reimbursement – College Tuition

6. Commencing with the effective date of this Agreement, each employee shall be reimbursed for the amount expended for tuition at a rate not exceeding the rate per undergraduate credit charged by the State University System at the time the undergraduate work is taken by the employee for each credit earned and for the amount expended for tuition at a rate not exceeding the rate per graduate credit charged by the State University System at the time the graduate work is taken by the employee for each credit earned.

7. Reimbursement for credit hours is subject to the further limitation that no professional employee shall be reimbursed for more than twelve (12) credits in any calendar year. If owing to some special situation a professional employee is required to take more than twelve (12) credits in one calendar year, the Executive Director shall have the authority to grant an exception to the twelve (12) credit limit.

8. Reimbursement for credits shall be made within ninety (90) days of the presentation to the Executive Director of the college transcripts for the credits earned.

9. Only credits earned with a "B" or better will be reimbursed. If the course is non-graded, a "pass" will be considered equivalent to a grade of "B";

10. If a employee receives payment for credits and thereafter discontinues his/her employment with the CAIU within two calendar years of payment, the employee shall reimburse CAIU as follows: One Hundred Percent (100%) of the tuition reimbursement the employee received within one calendar year of their discontinuation of their employment with CAIU; Fifty Percent (50%) of the tuition reimbursement the employee received within two calendar years of their discontinuation of their employment with CAIU. The above specified percent of payment owed to the CAIU shall be withheld from the employee's final pay check and/or the CAIU may seek reimbursement through any and all legal means in order to obtain full reimbursement owed. The provisions of this subparagraph shall not apply to a employee who fails to return to employment because of his/her death, disability, furlough, or other reason(s) approved by the Executive Director.

C. Eligibility/Reimbursement for Continuing Education Hours

Commencing with the effective date of the Agreement, each employee shall be reimbursed for the amount expended for continuing education hours at a rate not to exceed \$40 per credit hour, and subject to the following restrictions:

1. The continuing education hours to be reimbursed must fulfill credentialing/licensing eligibility requirements.
2. The CAIU will only reimburse for credits needed beyond the credits made available by the CAIU, to a maximum number identified as the total required in a given time period by the licensing/credentialing body.
3. Reimbursement shall be made within ninety (90) days of the presentation of certificate of completion and proof of payment.

4. To be eligible for reimbursement for the continuing education hours, the hours shall have been successfully completed within the term of this Agreement, even though begun prior to July 1, 2022.
5. The Executive Director shall have the ability to grant increases to the number of hours, and the rate reimbursed, with supervisor approval.

ARTICLE IX CONTRACTS FOR SUPPLEMENTARY SERVICES

A. Supplementary services are services which the Employer requests or requires to be performed outside of the customary work day. Supplementary services shall be performed under a written supplementary contract entered into prior to the time that the service is rendered, said contract to be on a form provided by the Employer. No payment for services under this provision of the Agreement shall be made unless the employee involved shall enter into a supplementary contract of employment prior to the commencement of the work.

B. Supplementary work shall be paid for as follows:

1. Employees shall be paid at the Employee's per diem rate for mandatory work (i.e., all work performed outside of the Employee's established work day and this Agreement, unless otherwise excluded by this Agreement) required outside of the contracted calendar. Additional mandatory work must be pre-approved by the supervisor prior to the Employee performing the work, as evidenced by a Supplemental Contract.

2. Evaluation reports (ERs), reevaluation reports (RRs), individualized educational programs (IEPs), and access billing shall be paid at the hourly rate up to a maximum number of hours for the term of the Contract, namely, the applicable hourly rate set forth immediately following this paragraph up to a maximum of forty (40) hours per school year worked outside of the regular contractual workday. In addition, professional Bargaining Unit Members: (1) primarily in charge of the preparation of ERs and/or RR and/or IEPs; (2) who have an annual average of more than 10 students for whom they are primarily responsible for the preparation of the ERs and/or RR and/or IEPs; and (3) who provide direct instruction will be entitled to have 1 additional hour of time for each student in excess of a 10 student average per school year to prepare such ERs and/or RR and/or IEPs. For purposes of this section, the definition of ERs, RR, and IEPs shall include preparation of 504 plans, Equitable Participation (EP) agreements, and/or non-public service plans.

(a) 2022-2023: \$35.00 per hour.

(b) 2023-2024: \$36.00 per hour.

(c) 2024-2025: \$37.00 per hour.

3. Curriculum writing, curriculum preparation, mentors for mentor programs, CAIU committee meetings, parent training, day care/nursery training, program meetings and similar activities will also be paid at the hourly rate set forth in the preceding subparagraph, but shall not be subject to the hour maximum set forth in the preceding subparagraph. Employees shall not be entitled to payment for non-mandatory staff development and non-mandatory organizational projects such as after school activities including strategic planning, planning a staff recognition program, or attending a workshop beyond normal working hours, which the employee freely elects to participate in. These non-mandatory activities would be organized and directed by the administration and offered to employees.

ARTICLE X PHYSICAL EXAMINATIONS

Except as required in connection with an employee's being hired by the Employer, any employee who is required by the Employer by reason of state law or otherwise to take a physical examination or other medical procedure of any sort, including chest X-rays, shall have the cost of said examination paid by the Employer.

ARTICLE XI REIMBURSEMENT FOR TRAVEL EXPENSES

Employees whose work requires them to drive personal automobiles from one school building to another shall receive reimbursement for such use of their personal automobiles equal to the GSA rate in effect from time to time, provided, however, that any change in the rate of reimbursement shall be effective on the latter of (a) the effective date thereof as established by the GSA or (b) the date of publication thereof.

ARTICLE XII ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Policies. The Association will encourage employees to adhere fully and promptly to all written policies, rules and regulations of the Employer. At least one copy of all written policies is to be provided for each center and is to be readily accessible to each employee. Public Relations. The Association will encourage employees to support school functions outside the regular instructional program which may contribute to the pupils' development in attitudes, appreciation, behavior, and special abilities. The Association will encourage employees to promote public understanding of the purposes and procedures of the CAIU and encourage public involvement and support. Professional Development. The Association shall encourage every employee to continue professional improvement to keep abreast of new developments and trends in the employee's field of specialization. Professional Responsibilities. The Association will encourage employees to attend all CAIU meetings which have been properly called and shall encourage the employees to be punctual at these meetings and on all other assignments. Attendance at Board Meetings. When meetings of the CAIU Board of Directors are held during the normal work period for CAIU employees, the Association President or designee shall be provided release time to attend said meeting. When the Association desires to send a second representative in addition to the Association President or his/her designee, it shall first secure approval from the Executive Director. Access to Information. The Employer agrees to make

available upon request of the Association such financial and personnel data as constitutes public records appropriate for disclosure to the public under existing law subject to the following qualifications:

1. The information requested shall be reasonably necessary for preparing proposals for the negotiation of a successor Agreement or for properly representing an employee.

2. The request shall not be unreasonable or burdensome in terms of the number of requests and the time in which the Employer is expected to comply therewith.

G. Orientation. The Employer agrees to schedule the Association for one-half (1/2) hour at each part 2 orientation session throughout the school year in which to present Association information to new members/employees, such schedule to be determined by the Employer.

ARTICLE XIII RETIREMENT

Employer agrees to pay the retiring employee for unused sick leave accumulated by the employee at the rate of \$57.00 per unused sick day for professional employees or at the rate of \$45.00 per unused sick day for paraeducators. Employees must have worked a minimum of twelve (12) consecutive and continuous contract years with CAIU immediately prior to retirement to be eligible for this payment of unused sick leave.

These Employer non-elective contributions shall be subject to an amount up to or equal to the limits established by law for such accounts. Further, if the compensation exceeds the limits established for such contracts in the year of separation of service, the Employer shall cause to be contributed as a non-Employer, non-elective contribution to one or more annuity contracts described in Code Section 403(b) in an amount up to and equal to the established limits for such contributions and each subsequent year for a period of not more than five (5) years or until the benefit amount is exhausted.

In order for such contributions to be made, all employees will be required to acknowledge and agree that if the employee is deemed to be in constructive receipt of any of the amounts contributed or intended to be contributed to the Section 403(b) annuity contracts that they will reimburse the Employer for any withholding taxes and interest thereon, which the Employer may be required to pay as a result of such constructive receipt. Alternatively, at the request of the Employer, the employee shall pay such taxes directly to the IRS or the Pennsylvania Department of Revenue. Further, the employee will agree to indemnify and hold harmless the Employer, its agents, employees, or board members from any claim, which the IRS or Pennsylvania Department of Revenue could assert with respect to this specific provision in the Collective Bargaining Agreement and the transactions described therein.

ARTICLE XIV WORKING CONDITIONS

A. Length of the School Year. There shall be a work year of 190 days for full-time paraeducators; 190 days for full-time professionals. The work year described above shall consist of 180 days of instruction (including Act 80 days) for the students with the remaining days to be

used in such a manner as the Employer, through the Executive Director, shall determine; it being understood that said days shall be professional days, classroom work days, or days being used to attend the CAIU's in-service and curriculum and programmatic development needs. All newly-hired paraeducators and professionals in their first year of employment shall be required to work (1) additional day for the purposes of onboarding.

On or before February 1 of each year, supervisors shall give staff the opportunity to provide input regarding the professional development needs of their program(s). The opportunity for input may be gathered as part of a survey, informal discussion, staff meetings or the like. On or before March 1 of each year, all required summer professional development sessions, including dates, for the following school year, will be entered into the CAIU's professional development tracking system and communicated to staff. It is specifically understood and agreed that the scheduling and content of professional development sessions are ultimately the decision of the Supervisor and shall not be subject to the grievance process. Employer will seek to provide options for professional development sessions occurring in August and June of the same school/fiscal year.

Employees shall be allowed, at the discretion of their supervisor, to take up to (4) professional development/ACE days in June, which shall then count towards their calendar and required number of days for, and be paid in, the following fiscal/school year. These professional development/ACE days shall be tracked by the employee and supervisor by use of an internal verification calendar or employee timelog as agreed upon by the employee and supervisor and tracked in 48 Carats or other professional development tracking software that may be utilized by the Employer. No professional development/ACE days will be mandated in the month of July.

If an employee works these professional development/ACE days and leaves prior to the new school year beginning, it shall be the responsibility of the employee to submit a timesheet to his/her supervisor for approval prior to leaving and approval shall not be reasonably withheld.

B. Length of the School Day. The length of the school day for all employees in the bargaining unit shall be seven and one-half (7-1/2) hours, but the Employer shall fix the time of commencement and closing of the school day in such a manner as to assure wherever possible that employees are available at least one-half (1/2) hour prior to the commencement of classes and at least one-half (1/2) hour after the close of classes for conferences, preparation and other similar activity. In addition, employees who elect to attend and participate in meetings with parents, open houses, holiday events, graduation programs and other school related activities shall do so on a basis consistent with past practices. Duty-Free Lunch. Each employee shall be entitled to a duty-free lunch period of not less than thirty (30) minutes in each working day. Planning Time. Professional employees in any location shall have 150 minutes of weekly planning time within the 7-1/2-hour school day, exclusive of a duty-free lunch period, and exclusive of travel time between work locations, for educational planning and instructional related activities. For those professional employees working in school districts, the CAIU will make its best effort to provide the above-referenced 150 minutes of weekly planning time. Any employee who is required to provide class coverage in place of planning time will be paid the hourly rate in Article IX Section B2 of this Agreement. Notification of Working Assignment. All employees shall be given notice of their tentative assignments for the forthcoming year no later than the preceding 30th of July. Notice shall be in electronic form by posting on the CAIU employee website or other internal electronic bulletin board. In the event that changes in such assignments are required to be made by the

Employer at its discretion, all employees affected shall be notified promptly. All employees shall be given written notice by June 1 or as soon thereafter as practical, of the salary to be paid to the employee in the coming school year. Employees Notice by Supervisor. All supervisory requests for employee conferences with the team director shall be scheduled during the employee's working day. If, during the course of any such conference, an employee is of the opinion that the subject of the conference is such that job security is or may be threatened, the employee shall have a right to adjourn the conference for a period not to exceed seventy-two (72) hours for the purpose of securing such representation as the employee deems necessary under the circumstances. Nothing herein shall be construed to restrict the right of the Employer in proper cases to impose a temporary suspension of an employee pending conferences and the termination of actual matter. Posting of Vacancies. A "vacancy" is defined as any bargaining unit position which is to be filled on a permanent basis. All vacant bargaining unit positions between September 1 - June 15 will be posted on the CAIU website and written notice thereof shall be e-mailed to the President of the Association. The posting will be continued for five (5) work days. To apply for a position, the employee shall do so via the employer's paperless Applicant Portal accessed through the CAIU website.

For the period of June 15 - August 31, all vacant bargaining unit positions will be filled after first, reviewing internal applicants requesting a transfer and second, considering external applicants. All transfer requests shall be in writing, shall be submitted to the Human Resources Manager between April 15 and May 15 of each year, and shall clearly define the applicant's desired change (i.e., changes in exceptionality, county, specific location, type of position, etc.) regardless of whether or not the position is expected to come open or exist during this period.

Except where the Executive Director determines for educational reasons to delay a transfer, an employee who is granted a transfer will not be held in his/her current position for more than twenty-five (25) school days after being granted the transfer.

An employee who applies for transfer to a vacancy will be given consideration therefore and, if the requested transfer is not granted, upon request will be informed in writing as to the reason(s) another person was selected for the vacancy. The decision whether to transfer a current employee to a vacancy or the decision to hire another applicant shall be within the discretion of the Employer.

H. Paraeducator Reduction in Force. Reductions in force or furloughs, paraeducators who have been reduced in force either from full-time to part-time or from full-time or part-time to furloughed status in accordance with Article XIV of the Collective Bargaining Agreement shall be reinstated from part-time to full-time or part-time employment status on the basis of their seniority within the CAIU, under the following terms and conditions: The CAIU Administration will review the seniority list and the most senior qualified applicant shall be selected to fill the CAIU vacancy or full-time position. During the first school year immediately following the paraeducator's furlough, the recalled paraeducator shall be reinstated on the salary schedule at the step and column that they would have been were they not furloughed by the CAIU. Should the paraeducator remain furloughed for subsequent school years, the recalled paraeducator shall be reinstated on the salary schedule at the step and column which they would have been as of the final day of the school year immediately preceding the effective date of their furlough.

1. In the event the Administration determines in its sole discretion that the most senior furloughed or the most senior reduced to part-time paraeducator does not fulfill the qualifications for the position as set forth in the job description for the vacancy, the CAIU Administration will have the right to move to the next most senior person in the furlough or reduced to part-time list.

2. To be considered available, a reduced to part-time, or furloughed paraeducator must annually report to the governing board in writing his or her current address, his or her email address or another form of electronic communication and his or her intent to accept the same or similar position when offered.

3. To be considered available, a furloughed or reduced to part-time paraeducator must respond to a request to fill the vacancy within five (5) business days after receiving notice of such vacancy. Notice shall be delivered by the CAIU Administration to the Employee via electronic communication pursuant to the last known email or electronic communication address provided to the CAIU Human Resources Office by the Employee.

4. In the event that the Administration determines in its sole discretion that there are no qualified furloughed or reduced to part-time education paraeducators on the list of available employees, the Administration will have the right to select an individual who is not on the furloughed or reduced to part-time list.

I. Early Intervention Program. Professional employees in the bargaining unit assigned to the early childhood intervention program may have their work year calendar of 190 days stretched between July 1 and June 30 of any fiscal school year.

1. Prior to May 1 of the fiscal year in which the stretch calendar is to be worked, employees, in conjunction with their supervisors, shall design a programmatic work schedule, including vacation periods, for the one year period beginning August 15. This schedule, once established, shall not be changed unless days are lost due to adverse weather conditions. The schedule shall be designed within the following parameters and work conditions:

Stretch calendar employees shall be provided two (2) vacation periods of three (3) consecutive weeks each.

Stretch calendar employees shall not be required to work during vacation periods or on the holidays as appear on the CAIU calendar for twelve (12) month employees.

Any alteration of the vacation periods shall only occur due to adverse weather conditions or catastrophic event. If such changes are deemed necessary, the Executive Director and/or his/her designee will meet with the Association to discuss the alteration.

Work shall be limited to a Monday through Friday period.

2. Any stretch calendar employees who are requested to work beyond 190 days, which were scheduled as open non-work days, and not prohibitive days in (a), (b), (c) or (d) above, shall be paid at the employee's per diem rate as provided for in Article IX, Sections A and B of this Agreement.

3. All other sections of this Agreement are still applicable to stretch calendar employees.

4. The Employer shall make reasonable efforts to schedule the work of stretch schedule employees at locations where optimum conditions for learning exist provided that this obligation shall not require the Employer to expend monies to upgrade buildings or existing services.

5. When employees working a stretch calendar are required by college course work to be absent from work, the supervisor and the employee shall arrange alternative scheduling to accommodate the employee's college course work.

J. Flexible Scheduling. All professional employees who are assigned to the school-age program, other than those who are assigned according to the IU's preschool calendar and those who are employed as full-time classroom teachers, may be required to work a flexible schedule that includes work days between June 15 and August 15 of a school year as that term is defined by the School Code (July 1 – June 30), subject to the following conditions: The number of days worked between June 15 and August 15, in addition to Academy Days, shall not exceed twelve (12) days per school year;

1. Employees who are subject to this provision of the Collective Bargaining Agreement must discuss any summer scheduling conflicts with their supervisor on or before January 15 of each school year;

2. Supervisors shall notify employees of the flexible (summer) schedule on or before March 15 of each school year;

3. Flexible (summer) work requests made after March 15 shall be mutually agreed upon by the employee and the supervisor, provided, however, that if no employee agrees to work as requested, the CAIU may assign and require such duties based on a rotating seniority basis, i.e., the least senior, appropriately certificated and experienced staff person shall be required to work, followed by the next least senior qualified employee, etc.

ARTICLE XV PART-TIME EMPLOYEES

A part-time employee is defined as an employee who works for thirty (30) or less hours per week. The Employer will make an effort to combine part-time job assignments so as to create full-time positions. Part-time employees are eligible for unpaid leaves of absence as provided for in this Agreement. Part-time employees also shall be entitled (a) to bereavement leave (the benefit will be based upon the hours worked by the part-time employee during the calendar day(s) preceding the leave), (b) to benefits if agreed upon pursuant to paragraph E of Article VII and (c) if and to the extent benefits are not provided by the Employer, to purchase fringe benefits via payroll deduction in accordance with the administrative guidelines of the CAIU. Part-time employees shall be entitled to pro rata sick leave on a cumulative basis.

**ARTICLE XVI
NO STRIKE**

As a condition of the various provisions of this Agreement, members of the bargaining unit will not engage in a strike (as that term is defined in Act 195 and Act 88 of 1992) during the term of this Agreement, and the Employer pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

**ARTICLE XVII
WAIVERS**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations will be conducted on any item, whether contained herein or not, during the life of this Agreement, subject to the right of negotiating a successor agreement at an appropriate time during the last year of this Agreement.


**ARTICLE XVIII
SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and binding, except to the extent permitted by law, but the fact that one provision of this Agreement has been held to be unlawful and/or unenforceable shall not affect the other provisions of the Agreement which, under such circumstances, shall continue in full force and effect.

**ARTICLE XIX
EXECUTION OF COPIES OF THIS AGREEMENT**


The parties hereto agree that they will each execute at least four (4) copies of this Agreement and that each copy so executed shall be deemed an original copy. The parties also agree that any amendment to the Agreement may be accomplished by amending one (1) or more copies of the Agreement without the necessity of amending all copies originally executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers this 26 day of MAY, effective as of JULY 1, 2022

ATTEST:


Board Secretary

CAPITAL AREA INTERMEDIATE UNIT
BY: Jean M. Rice
President, Board of School Directors

ATTEST:


Union Representative

CAPITAL AREA EDUCATION ASSOCIATION
BY: Michelle Sholder
President

EXHIBIT A - PROFESSIONAL SALARY SCHEDULE 2022-2023

CAIU EA

2022-2023

Salary Schedule

To Max	Steps	Bachelors	Masters	M+15	M-30	M-45	M-60/PhD
15	1	50,920	53,947	55,226	56,653	58,080	59,507
14	2	51,420	54,447	55,726	57,153	58,580	60,007
13	3	51,920	54,947	56,226	57,653	59,080	60,507
12	4	52,420	55,447	56,726	58,153	59,580	61,007
11	5	53,601	56,629	57,908	59,335	60,762	62,189
10	6	54,914	57,942	59,221	60,648	62,075	63,502
9	7	56,358	59,386	60,665	62,092	63,519	64,946
8	8	57,934	60,961	62,241	63,668	65,095	66,522
7	9	59,641	62,668	63,947	65,375	66,802	68,229
6	10	61,479	64,506	65,786	67,213	68,640	70,067
5	11	63,449	66,476	67,755	69,182	70,609	72,037
4	12	65,549	68,577	69,856	71,283	72,710	74,137
3	13	67,781	70,809	72,088	73,515	74,942	76,369
2	14	70,083	73,108	74,386	75,811	77,237	78,663
Top	15	72,437	75,456	76,731	78,153	79,576	80,999

Exhibits to the July 1, 2022 to June 30, 2025 Agreement between Capital Area Education Association and Capital Area Intermediate Unit.

EXHIBIT B - PROFESSIONAL SALARY SCHEDULE 2023-2024

CAIU EA

2023-2024

Salary Schedule

To Max	Steps	Bachelors	Masters	M+15	M-30	M-45	M-60/PhD
15	1	52,305	55,332	56,611	58,038	59,465	60,892
14	2	52,805	55,832	57,111	58,538	59,965	61,392
13	3	53,305	56,332	57,611	59,038	60,465	61,892
12	4	53,805	56,832	58,111	59,538	60,965	62,392
11	5	54,986	58,014	59,293	60,720	62,147	63,574
10	6	56,299	59,327	60,606	62,033	63,460	64,887
9	7	57,743	60,771	62,050	63,477	64,904	66,331
8	8	59,319	62,346	63,626	65,053	66,480	67,907
7	9	61,026	64,053	65,332	66,760	68,187	69,614
6	10	62,864	65,891	67,171	68,598	70,025	71,452
5	11	64,834	67,861	69,140	70,567	71,994	73,422
4	12	66,934	69,962	71,241	72,668	74,095	75,522
3	13	69,166	72,194	73,473	74,900	76,327	77,754
2	14	71,468	74,493	75,771	77,196	78,622	80,048
Top	15	73,822	76,841	78,116	79,538	80,961	82,384

Exhibits to the July 1, 2022 to June 30, 2025 Agreement between Capital Area Education Association and Capital Area Intermediate Unit.

EXHIBIT C - PROFESSIONAL SALARY SCHEDULE 2024-2025

CAIU EA									
2024-2025									
Salary Schedule									
To Max	Steps	Bachelors	Masters	M+15	M-30	M-45	M-60/PhD		
15	1	53,778	56,805	58,084	59,511	60,938	62,365		
14	2	54,278	57,305	58,584	60,011	61,438	62,865		
13	3	54,778	57,805	59,084	60,511	61,938	63,365		
12	4	55,278	58,305	59,584	61,011	62,438	63,865		
11	5	56,459	59,487	60,766	62,193	63,620	65,047		
10	6	57,772	60,800	62,079	63,506	64,933	66,360		
9	7	59,216	62,244	63,523	64,950	66,377	67,804		
8	8	60,792	63,819	65,099	66,526	67,953	69,380		
7	9	62,499	65,526	66,805	68,233	69,660	71,087		
6	10	64,337	67,364	68,644	70,071	71,498	72,925		
5	11	66,307	69,334	70,613	72,040	73,467	74,895		
4	12	68,407	71,435	72,714	74,141	75,568	76,995		
3	13	70,639	73,667	74,946	76,373	77,800	79,227		
2	14	72,941	75,966	77,244	78,669	80,095	81,521		
Top	15	75,295	78,314	79,589	81,011	82,434	83,857		

Exhibits to the July 1, 2022 to June 30, 2025 Agreement between Capital Area Education Association and Capital Area Intermediate Unit.

**EXHIBIT D - MENTAL HEALTH WORKERS, COTAS AND PHYSICAL THERAPISTS ASSISTANTS
SALARY SCHEDULE 2022-2023**

2022-2023				
Salary Schedule				
To Max	Steps	HS+30	B	
15	1			33,023
14	2			33,361
13	3			34,149
12	4	33,023		34,597
11	5	33,361		35,046
10	6	34,149		36,823
9	7	34,597		38,652
8	8	35,046		40,302
7	9	35,705		42,507
6	10	36,364		44,424
5	11	37,048		46,265
4	12	38,308		47,383
3	13	40,302		48,844
2	14	41,944		49,838
Top	15	43,734		51,038

Exhibits to the July 1, 2022 to June 30, 2025 Agreement between Capital Area Education Association and Capital Area Intermediate Unit.

**EXHIBIT E - MENTAL HEALTH WORKERS, COTAS AND PHYSICAL THERAPISTS ASSISTANTS
SALARY SCHEDULE 2023-2024**

2023-2024			
Salary Schedule			
To Max	Steps	HS+30	B
15	1		33,623
14	2		33,961
13	3		34,749
12	4	33,623	35,197
11	5	33,961	35,646
10	6	34,749	37,423
9	7	35,197	39,252
8	8	35,646	40,902
7	9	36,305	43,107
6	10	36,964	45,024
5	11	37,648	46,865
4	12	38,908	47,983
3	13	40,902	49,444
2	14	42,544	50,438
Top	15	44,334	51,638

Exhibits to the July 1, 2022 to June 30, 2025 Agreement between Capital Area Education Association and Capital Area Intermediate Unit.

**EXHIBIT F - MENTAL HEALTH WORKERS, COTAS AND PHYSICAL THERAPISTS ASSISTANTS
SALARY SCHEDULE 2024-2025**

2024-2025			
Salary Schedule			
To Max	Steps	HS+30	B
15	1		34,223
14	2		34,561
13	3		35,349
12	4	34,223	35,797
11	5	34,561	36,246
10	6	35,349	38,023
9	7	35,797	39,852
8	8	36,246	41,502
7	9	36,905	43,707
6	10	37,564	45,624
5	11	38,248	47,465
4	12	39,508	48,583
3	13	41,502	50,044
2	14	43,144	51,038
Top	15	44,934	52,238

Exhibits to the July 1, 2022 to June 30, 2025 Agreement between Capital Area Education Association and Capital Area Intermediate Unit.

EXHIBIT G -- LPN/HEALTH ASSISTANT SALARY SCHEDULE 2022-2025

Steps	LPN/Health Assistant Salary Schedule		
	2022-2023	2023-2024	2024-2025
1	\$ 39,072.00	\$ 39,944.09	\$ 40,835.64
2	\$ 39,469.75	\$ 40,350.71	\$ 41,251.34
3	\$ 39,871.55	\$ 40,761.48	\$ 41,671.28
4	\$ 40,277.44	\$ 41,176.43	\$ 42,095.49
5	\$ 40,687.46	\$ 41,595.60	\$ 42,524.02
6	\$ 41,101.66	\$ 42,019.05	\$ 42,956.91
7	\$ 41,520.07	\$ 42,446.80	\$ 43,394.21
8	\$ 41,942.74	\$ 42,878.90	\$ 43,835.96
9	\$ 42,369.72	\$ 43,315.41	\$ 44,282.21
10	\$ 42,801.04	\$ 43,756.36	\$ 44,733.00
11	\$ 43,236.75	\$ 44,201.79	\$ 45,188.38
12	\$ 43,676.90	\$ 44,651.77	\$ 45,648.40
13	\$ 44,121.53	\$ 45,106.32	\$ 46,113.10
14	\$ 45,570.68	\$ 46,587.82	\$ 47,627.66
15	\$ 46,034.60	\$ 47,062.09	\$ 48,112.52

Exhibits to the July 1, 2022 to June 30, 2025 Agreement between Capital Area Education Association and Capital Area Intermediate Unit.