

Agreement Between the  
Board of Trustees of School City of East Chicago  
And the East Chicago Federation of Teachers

Local 511

AFT/AFL-CIO

July 1, 2022 – June 30, 2023

**First Public Hearing held on September 14, 2022**

**Public Hearing held on November 7, 2022**

**Union Ratified on November ?, 2022**

**Board Approved November 10, 2022**

**Negotiations began after September 15, 2022**

**Public was not allowed to participate electronically**

NEGOTIATING COMMITTEES  
FOR BOARD OF SCHOOL TRUSTEES

Lela Simmons, CFO

Dr. Marlon Mitchell, Director of Human Resources

David Dickson, Spokesperson

FOR EAST CHICAGO FEDERATION OF TEACHERS

LOCAL 511

Rick Matysak, Spokesperson

Helen Steinbach, President

Barbara Berrones, 1<sup>st</sup> Vice President

Eric Kundich, 2<sup>nd</sup> Vice President

Martha Purcell, 3<sup>rd</sup> Vice President

Reggie Tisdale, Treasurer

Melissa Burgess, Secretary

David Lane, Working Conditions Chair

MEMBERS OF BOARD OF SCHOOL TRUSTEES

Vanessa Hernandez-Orange, President

Diane Smith, Vice President

Anton Williams, Secretary

Joel Rodriguez, Member

Jesse Gomez, Member

**ARTICLE 1**  
**Recognition**

The Board recognizes the Union as the sole and exclusive representative for the bargaining unit which includes all full time certificated school employees as that term is defined by Public Law 217 (Acts 1973) who are in the employment of the School City of East Chicago, EXCEPT those certificated school employees who are employed in the following positions: Superintendent, Assistant Superintendent, Director, Assistant Director, Principal, Vice-Principal, Assistant Principal, Supervisor, Coordinator, Consultant, Business Manager, Non-teaching Nurse, Administrative Assistant, and any new administrative or non-bargaining positions.

**ARTICLE II**  
**Definitions**

- A. The term “school” shall mean any work location or functional division to which a member of the bargaining unit may be assigned.
- B. The term “Principal” shall mean that responsible administrative head or heads of the respective schools.
- C. The term “administration” shall refer to the entire administrative staff of the School City.
- D. The terms “person,” “teacher,” or “employee” shall mean a member of the bargaining unit as defined in Article I.
- E. The terms “union representative” or “building representative” shall mean any qualified designee of the Union.
- F. The term “parent” shall include the natural parent or parents, legal guardian or responsible members of the child’s family who present themselves at the school in the child’s behalf.
- G. The term “parties” shall mean the Board and the Union.
- H. Wherever the singular is used, it is to include the plural.

**ARTICLE III**

**Grievance Procedure**

- A. A grievance shall mean a complaint by an employee in the bargaining unit and shall be limited to a violation of this Agreement.
- B. PROCEDURES:
  - 1. STEP 1  
An employee must first present a grievance informally to the Principal of his/her school within five (5) school days following knowledge by the employee of the act or condition which is the

basis of the complaint. The employee and a Union building representative (if the employee so desires) shall first discuss the complaint informally with the principal in an effort to resolve the matter.

2. STEP 2

- a. The employee shall within five (5) school days of determining that the complaint has not been satisfactorily and formally resolved by the Step 1, the grievant shall submit to the principal of his/her building a written statement on a standard grievance form, detailing the facts of the grievance which must include the section or sections of this Agreement which are alleged to have been violated and stating the solution desired.
- b. The Principal may meet with the employee and Union representative prior to making a decision, but in any event the Principal must render a decision in writing within ten (10) school days of the submission of the grievance to the principal by the employee.

3. STEP 3

- a. If the employee believes that the complaint has not been satisfactorily resolved by the Principal he or she may, within five (5) school days of receiving the Principal's decision, appeal in writing to the Superintendent. Such appeal shall include the original written grievance as well as set forth specifically the reasons why the employee believes the Principal's decision did not resolve the complaint and all other grounds upon which the appeal is based.
- b. The Superintendent or his/her administrative designee may meet with any of the parties involved and shall within twenty (20) school days of receipt of the appeal render his/her decision in writing.

4. STEP 4

- a. If the employee believes that the complaint has not been satisfactorily resolved at Step 3 he or she may appeal in writing to the Board of School Trustees within five (5) school days of receiving the decision of the Superintendent or his designee at Step 3.
- b. The Board shall hold a private conference within twenty (20) school days of receipt of such appeal. It is intended that such conference be informal and not to require the evidentiary

necessities of a hearing. The employee may be represented by a Union representative if he or she so desires.

- c. The Board shall render a decision in writing within fifteen (15) school days of such conference.
- d. The decision of the Board is final.

5. GENERAL PROVISIONS

If the employee fails to meet any of the timelines stated herein, and such failure is not waived by the administrator involved in the Step in question or the Board if it is Step 5, then the grievance is deemed denied. Should any of the administrators or the Board fail to meet one of the timelines detailed herein, and such failure is not waived by the employee then the employee shall be entitled to relief. The specific relief granted shall be based upon the specific violation of this Agreement which is alleged and shall be determined by the Board.

ARTICLE IV

Compensation

**Teacher Compensation Model**

Effective 2021 - 2022 school year (Salary Range: \$43,000 - \$76,592)

Base Salary for Emergency Permit Teachers: \$41,500

Base Salary for Licensed Teachers: \$43,000

Base Salary Increases

A. General Eligibility

- 1. A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.
- 2. A teacher must have been employed at least 120 days in the prior school year.

B. Factors and definitions

- 1. A teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at their prior year salary.

2. A teacher must have been employed at least 120 days in the prior school year.
3. Academic Need means retaining highly qualified, certified fully licensed teachers. The increase for the academic need factor is teacher retention.
4. Distribution amounts to be added to a teacher's base salary
  - a. Evaluation rating = \$1,000
  - b. Year of experience = \$500
  - c. Academic Need:
    - i. \$500 to teachers with 1 – 5 years consecutive experience in the district
    - ii. \$2,000 to teachers with 6 – 10 years consecutive experience in the district
    - iii. \$3,000 to all other teachers with 11 + years consecutive experience in the district

The experience factor accounts for 11.11% for the maximum available salary increase (\$500/\$4,500)

#### C. Redistribution

The amount that would otherwise have been allocated for increases in teacher compensation for teachers rated “Needs Improvement” or “Ineffective” has been allocated for increases in teacher compensation for teachers rated “Effective” or “Highly Effective” based upon the teacher compensation model.

#### D. New Hire Language

Effective 2022 - 2023 school year (Salary Range for Emergency Permit Teachers: \$43,500 - \$71,092)

Effective 2022 - 2023 school year (Salary Range for certified, fully licensed teachers: \$45,000 - \$71,092)

~~Emergency Permit teachers that become certified during the school year will have their salary prorated from the time in which they received their certification.~~

A certified fully licensed teacher in a hard to fill position, the superintendent may grant in increments of \$1,000 up to a maximum of \$10,000 an addition to the starting base salary.

A certified fully licensed teacher in a hard to fill position, the superintendent with the agreement of the Federation may grant an additional salary increase beyond initial \$10,000, in increments of \$1,000 up to a maximum of \$10,000 in addition to the starting base salary.

In a hard to fill assignment requiring a Master's Degree or higher, the superintendent with the agreement of the Federation may grant an additional increase in base salary not to exceed the top salary range.

#### E. **Additional Compensation**

**For the 2022 – 2023 school year, a one-time stipend of \$700.00 will be awarded to teachers who meet the general eligibility.**

#### F. TUTORING

Effective with the 2014-2015 school year, tutoring shall be paid at the rate of \$30.00 per hour.

#### G. TRANSPORTATION REIMBURSEMENT

A transportation reimbursement equivalent to the current I.R.S. rate per mile but not less than \$1.00 per day shall be paid to teachers having to travel between teaching assignments in different schools where the distance is over one mile away.

#### H. ANCILLARY DUTIES/ TEACHING LOADS AND ASSIGNMENTS

- i. When a teacher's preparation period, a period free from pupil instruction, must be assigned for other purposes, the teacher shall be compensated for that period at the teacher's prevailing rate.
- ii. When substitutes are not available at the elementary level and students are assigned to other classrooms, ninety dollars (\$90.00) will be allocated to the elementary school in question to be used for teacher supplies within the building.

#### I. DUAL CREDIT STIPEND

The Employer will pay a yearly stipend in the amount of Five Hundred and 00/100 Dollars (\$500.00) to a teacher (appropriately certified or otherwise qualified) who is assigned to provide instruction for at least one (1) Dual Credit class. In order to increase the number of teachers who are appropriately certified to teach Dual Credit classes, the Superintendent may also designate a reasonable number of teachers who are not currently assigned to teach a Dual Credit class to receive this stipend. Any Teacher who receives this stipend but who is not fully credentialed with Higher Learning Commission to teach a Dual Credit course

must provide the Employer with proof of progress toward the completion of the required graduate course of study on a yearly basis. The parties have agreed that the completion of at least three (3) credit hours per school year in the applicable graduate course of study shall constitute sufficient proof of progress. This stipend was bargained outside of the compensation plan in accordance with legal guidance and decisions issues by the Indiana Education Employment Relations Board.

## **ARTICLE V**

### **PAYROLL DEDUCTIONS**

#### **A. MANDATORY**

The following deductions are mandatory according to the appropriate regulations:

- a. Federal Income Tax
- b. State Income Tax
- c. County Income Tax
- d. Teacher Retirement
- e. Social Security Tax

#### **B. OPTIONAL**

Deductions may be made from an employee's paycheck provided that the employee has signed the appropriate payroll deduction permission forms:

- a. Group insurance program
- b. Tax sheltered annuities/Mutual Funds
- c. Credit Union
- d. Dues to The East Chicago Federation of Teachers
- e. Government bonds
- f. Community Projects
- g. ECFT COPE
- h. Section 125 Plan Contributions; Flexible Spending Account
- i. Health Savings Account



## C. TEACHER RETIREMENT FUND

Effective July 1, 1995, the employer shall pay the employees 3% contribution to the Indiana Teacher Retirement Fund.

## ARTICLE VI

### Leaves

#### A. Sick Leave and Personal Leave

Each teacher shall be granted ten (10) sick leave days for each school year. In addition, each teacher shall be granted three (3) days each school year which may be utilized as sick leave or at the teacher's discretion, for the transaction of personal business. However, only one personal business day and two sick days will be given for current teachers at the beginning of the school year. The remaining eight sick days and two personal business days will be awarded after fifteen school days. New teachers will receive the ten sick days and three personal business days after the fifteenth day.

If a teacher is employed on an extended regular Teacher contract (for 41 weeks or more) then that teacher shall be granted one (1) additional sick leave day each school year of the extended contract.

1. When a teacher utilizes a sick leave day, that teacher may be absent from work on any day during the school year without loss of pay if the absence is because of personal illness, illness within the immediate family, or medical or dental appointments. It is agreed, however, that:
  - a. No more than five (5) of these sick leave days may be utilized because of the illness of a member of the immediate family. For purpose of this provision, the immediate family is understood to include only parent, brother, sister, spouse, or child.
  - b. In the event that a teacher utilizes sick leave for more than five (5) consecutive days, the absence shall not be paid unless the teacher provides a certification of the illness and necessity for absence from the teacher's physician.
2. When a teacher utilizes a personal business day, the paid absence may be for any reason and the teacher is only required to state the reason for the absence to be personal business.

- a. Personal business days may be utilized by a teacher on any day of the school year except days immediately preceding or subsequent to a school holiday or vacation period. This restriction may, however, be waived upon written request to the superintendent by the teacher.
  - b. The building should be notified in writing at least 36 hours before the contemplated absence, except in case of emergency.
3. If any of the thirteen (13) days granted herein are not utilized during the year in which they were granted, then those days shall be added to the teacher's total of previously accumulated sick leave days. There is no limit on the accumulation.
4. An employee absence on sick leave the first day of the school year and continuously thereafter will be paid for the days absent to the extent of his sick day accumulation.
5. In the event that a teacher who is under contract for the ensuing year dies, the estate of the teacher shall be paid an amount equal to the teacher's earnings for the total accumulation of sick days up to 100 days.
6. Teachers may donate up to five (5) sick leave days per year to any teacher or to those teachers whom are caring for an immediate family member (spouse, child, parent) who, in the case of extended illness, has exhausted his/her sick leave days and personal leave days. A request for such donations will be made through the president of the Union. With the consent of the teacher making the request, the Union will convey the request to teachers and will circulate the appropriate form among teachers. Completed forms will be submitted to the Superintendent by the president of the Union. A doctor's certificate will confirm the illness. The maximum number of days that may be donated to a given teacher, in a given school year, is sixty (60). In the event more days are donated than are used, the surplus days will be maintained in a "sick bank" and will be used for future needs of the teacher prior to asking for additional donations.
7. Effective **August 8, 2022, through May 26, 2023**, at the sole discretion of the Superintendent or the Superintendent's Designee, if a teacher is directed by the administration to quarantine for a period of five (5) days due to a positive **PCR** test for COVID 19 from a verified provider/facility, ie., health department or an ISDH authorized representative because the teacher has experienced symptoms of COVID 19, the Superintendent shall authorize the teacher to get paid for a period of up to five (5) days without the use of paid personal illness leave. This paid leave for the employee will be granted one-time only.

B. FUNERAL LEAVE

1. A teacher is entitled to seven calendar day leave immediately following the death of a parent, brother, sister, spouse, child, stepchild, grandparents, grandchild, mother-in-law, father-in-law, step-parent and a person living in the household as a member of the family. This leave may be delayed due to delayed internment or other unusual circumstances with written approval of the Superintendent.
2. The only documentation necessary after a funeral leave will be a funeral leave form signed by the teacher.
3. The parties recognize the rights of employees to use personal leave for the purpose of showing respect for a deceased colleague.

C. SABBATICAL LEAVE

1. Any teacher in the School City of East Chicago may apply for sabbatical leave.
2. A sabbatical leave will be granted by the Board to permit a teacher to engage in full-time professional study, research, educational travel, or any combination of these purposes in a program conducted by an accredited educational agency, educational foundation, or institution of higher learning.
3. A plan for such full time professional study, research, and/or educational travel shall be submitted with the leave applications during the period for January 15 through March 15 proceeding the school year during which the leave is to be taken.
4. Sabbatical leaves will be granted for not less than one (1) semester (either first or second) nor more than one (1) full school year.
5. The teacher must agree in writing to return to regular service for at least one (1) school year in the School City of East Chicago at the expiration of the leave.
6. If the teacher does not return to regular service at the expiration of the leave, all salary paid to such teacher during such leave shall become due immediately and payable to the School City of East Chicago. If the teacher becomes permanently disabled before he can meet the return to service requirements, the teacher shall not be required to refund the amount of pay received while on leave. In the event of death of a teacher before the

fulfillment of the return requirements, the teacher's estate shall not be held liable for any salary paid while on sabbatical leave.

7. A committee of five (5) staff members (three teachers appointed by the Union and two administrators appointed by the Superintendent) shall review the requests for sabbatical leave and make recommendations to the Director of Human Resources on or before April 15 for approval of the applicants to whom leave will be awarded.
8. It is agreed the Sabbatical Leave Committee shall, in recommending leaves, do it on an equitable basis with due consideration to all certified personnel and to needs of the departments. To that end, the committee shall establish guidelines.
9. The staff member shall, upon return from sabbatical leave, submit a report to the Superintendent concerning the manner in which the leave was used.
10. All regular deductions from salary will continue while the teacher is on sabbatical leave.
- ~~11. A teacher will retain his tenure and seniority rights while on sabbatical leave and will receive salary increment credit for the period of leave.~~

#### D. MATERNITY LEAVE

1. Any teacher employed by the School City of East Chicago, Indiana, who is pregnant may continue in active employment as late into the pregnancy as she desires if she is able to fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the same provisions governing sickness and by the following:
  - a. Any teacher who is pregnant is entitled to a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child if, except in medical emergency, she notifies the Superintendent of Schools at least 30 days before the date on which she desires to start her leave. She shall notify the Superintendent of Schools of the expected length of this leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. In case of a medical emergency caused by pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately upon her request and certification of the emergency from an attending physician.  
**All or any portion of a leave taken by a teacher may be charged, at her discretion, to her available sick leave.**

- b. All or any portion of a leave taken by a teacher because of a temporary disability caused by pregnancy may be charged, at her discretion, to her available sick leave. After her available sick leave has been used, the teacher may be absent without pay, subject to Subsection a. of this section. This leave may be taken without jeopardy to reemployment, retirement and salary benefits, tenure and seniority rights. ~~She shall also be granted salary increment credit if she taught at least one (1) full semester during the school year.~~

E. JURY DUTY

Teachers who are required to serve on jury duty shall, during the period of such service, receive full salary minus the amount paid to them as compensation for such jury duty.

F. PROFESSIONAL CONVENTIONS AND CONFERENCES

- 1. Teachers wishing to attend national or district professional conventions, conferences, workshops or meetings shall submit a conference form no less than fifteen (15) days prior to the end of the budget year.
- 2. The Administration agrees to follow Board policy and Administrative guidelines in regards to registration fees, meal reimbursement, transportation, mileage, and lodging.
- 2. For participation in any conference, whether approved by the procedures contained herein or by some other authorized committee, the room, meals, and travel reimbursements shall be those provided above if original itemized receipts are presented for such reimbursement. For any conference approved by such other authorized committee, the registration fee may be paid in part or in full at the option of the authorizing committee.

**ARTICLE VII**

**ASSAULT CASES AND INJURIES WHILE ON DUTY**

A teacher who in performing the duties of employment including extracurricular duties, is the victim of an assault and/or battery shall submit a written report of the incident to his or her principal within one (1) school day.

- 1. The Board's worker's compensation insurance shall be notified of the incident.

2. Absences resulting from an assault or battery which were not the fault of the teacher and occurred while the teacher was properly performing his or her duties are not to be charged against a teacher's sick leave.
3. The Board shall pay the difference between the compensation payment received by worker's compensation and the teacher's regular salary. In the event that worker's compensation is denied then the Board shall have no obligation for payment under this paragraph.
4. The benefits under this provision shall in no way duplicate any other benefits provided to the employee financed or provided by the Board.

**ARTICLE VIII**  
**Severance and Retirement Benefits**

A. SICK LEAVE SEVERANCE

1. Severance shall be granted to any teacher who has completed six (6) years with the School City. The amount of severance shall be computed by the following formula:

$$\frac{K}{600} \times (2015 - 2016 \text{ salary}) \times .9235$$

K = the teacher's accumulated sick leave up to 150 days (excluding teachers whom have accumulated more than 150 days as of November 3, 2016).

2. Sick leave severance pay at retirement shall be paid to a retiree who qualifies for the supplemental retirement payments under this Article no later than February 1 of the calendar year following the retirement.
3. Sick leave severance payments under this Section A shall be paid to a post separation 403(b) plan account. This account shall be immediately vested when the deposit is made.

B. GENERAL RULES REGARDING ELIGIBILITY FOR SUPPLEMENTAL RETIREMENT/SEVERANCE BENEFITS

1. All teachers must notify the School City on forms provided by the Office of Human Resources of their intention to retire no later than March 1 of their last contracted school year to be eligible for benefits under Section C through Section H.

2.

(In order to be an eligible teacher under Sections C, D, E, F or G, and vest in the benefits in those Sections (except for special vesting provisions in Sections C13, D12, E12, F7, G7, and H4) and have earned at least fifteen (15) years of creditable teaching service in the School City.) As of July 1, 2013, any teacher in group one, two, or three of the existing retirement program with fifteen (15) years of experience in East Chicago will be considered vested in the program. Individuals severing employment under this vesting rule will receive only the amount accumulated in their account at the time of severance.

a. Creditable teaching service must be in actual teaching duty, and leaves of absence (or LTD) shall not constitute creditable teaching service.

b. A teacher must have at least a bachelor's degree.

~~C. SUPPLEMENTAL RETIREMENT BENEFITS FOR TEACHERS WHO RETIRED ON OR BEFORE JULY 1, 2002 (GROUP A-1)~~

~~1. An eligible teacher who was paid on the master's degree salary lane or higher training salary lane during the teacher's last year under contract will receive annual compensation equal to sixty percent (60%) of the bachelor's degree, no experience.~~

~~2. An eligible teacher who was paid in the bachelor's degree salary lane during the teacher's last year under contract will receive annual compensation equal to fifty percent (50%) of the bachelor's degree, no experience~~

~~3. The salary for a bachelor's degree, no experience, in effect at the time of retirement will be used to calculate payments under this Section C. This base will remain constant during the period of payments and will not be subject to any negotiated increases.~~

~~4. An eligible teacher may receive payments under this Section C for the lesser of sixty (60) months or the number of months until the teacher qualifies for full Social Security benefits.~~

~~5. All retirements must be in units of an entire school year. There shall be no prorations.~~

~~6. Payments under paragraphs 1 and 2 will be paid on a monthly basis beginning in July of the calendar year of retirement.~~

7. — ~~Payments under paragraphs 1 and 2 will be made to the retiree. Checks will be mailed by the Office of Business Services to the last known address of the teacher. It shall be the responsibility of the retiree to notify the School City, in writing, of any change of address.~~
8. — ~~Upon death of a teacher receiving payments under this Section C, unpaid benefits which the retiree was eligible to receive shall be paid to the person(s) designated by the teacher in writing to the School City and filed with the Office of Financial Resources. If no beneficiary was designated by the teacher, the unpaid benefits will be paid to the beneficiary named on the teacher's life insurance policy with the School City. If no beneficiary was named on that policy, the unpaid benefits will be paid to the decedent's estate.~~
9. — ~~Unpaid payments under this Section C shall be paid to the decedent's beneficiary in monthly installments through the June 30 following the death. Commencing July 1 following the death, and each subsequent July 1, annual lump sum payments shall be made to the decedent's beneficiary until such time as all benefits the teacher was eligible to receive have been paid.~~
10. — ~~Payments to the teacher prior to death and to his/her beneficiary shall equal the total amount the teacher was eligible to receive upon retirement under the provisions of this Section C.~~
11. — ~~The health insurance benefit available to a qualified teacher who qualifies for the benefits described in paragraphs 1 or 2 above and pursuant to the Agreement on February 1, 2002, is continued coverage under the School City of East Chicago's Medical Plan, provided the monthly premiums established pursuant to the December 16, 2002 Board meeting are timely paid by the teacher, and is subject to the following terms and conditions:~~
  - a. — ~~No additional dependents/insured may be added to a retired teacher's medical plan after his/her retirement date and for one (1) year proceeding his/her retirement date, except that a new spouse or child may be added as required by HIPAA.~~
  - b. — ~~When the monthly benefit described above in paragraphs 1 or 2 payable to a retired teacher cease, the health insurance benefits also cease; the retired teacher may continue the coverage of the health insurance benefit by continuing to pay the monthly premium established pursuant to the December 16, 2002 Board meeting until the retiree is eligible for Medicare. If the retired teacher becomes eligible for Medicare before the retiree's spouse is eligible for Medicare, the health insurance benefit for the spouse may be~~



continued by paying the monthly premium established pursuant to the December 16, 2002 Board meeting.

e. ~~When the retired teacher becomes eligible for Medicare, the School City's Medical Plan will become secondary coverage for that retired teacher, as permitted under the Medicare Secondary Payer rules and as provided by the Plan. When any covered dependent becomes eligible for Medicare, the School City's Medical Plan will become secondary coverage for that dependent, as permitted under the Medicare Secondary Payer rules and as provided by the Plan. The retired teacher must continue to pay the monthly premium established pursuant to the December 16, 2002 Board meeting to continue coverage. Effective January 1, 2015, the Board will provide the retired teacher with seventy-five dollars (\$75.00) per month toward the cost of the insurance premium. Effective January 1, 2016, the Board will provide the retired teacher with fifty dollars (\$50.00) per month toward the cost of the insurance premium. Effective January 1, 2017, the Board will provide the retired teacher with twenty-five dollars (\$25.00) per month toward the cost of the insurance premium. Effective January 1, 2018, the School City will no longer pay money toward the premium.~~

12. ~~An eligible teacher retired under this Section C shall also receive a years of service benefit computed as follows:~~

$$\frac{\text{N}-10}{120} \times (\text{last contract salary})$$

~~N = the number of years the teacher has taught in the School City of East Chicago. The numerator of the fraction shall not be less than zero.~~

~~D. SUPPLEMENTAL RETIREMENT BENEFITS FOR TEACHERS WHO RETIRE AFTER JULY 1, 2002, BUT ON OR BEFORE JULY 1, 2006 (GROUP A-2)~~

1. ~~An eligible teacher who was paid on the master degree salary lane or higher training salary lane during the teacher's last year under contract will receive a monthly compensation equivalent to an annual salary of \$18,000 with no health insurance benefits or a monthly compensation equivalent to an annual salary of \$15,000 with health insurance benefits. The election to accept health insurance benefits is to be made by the teacher at the time of application and is irrevocable.~~

2. ~~An eligible teacher who was paid on the bachelor's degree salary lane during the teacher's last year under contract will receive a monthly compensation equivalent to an annual salary of \$15,500 with no health insurance benefits, or, a monthly compensation equivalent to an annual salary of \$12,500 with health benefits. The election to accept health insurance benefits is to be made by the teacher at the time of application and is irrevocable.~~
3. ~~An eligible teacher may receive payments under this Section D) for the lesser of sixty (60) months or the number of months until the teacher qualifies for full Social Security benefits.~~
4. ~~All retirements must be in units of an entire school year. There shall be no prorations.~~
5. ~~Payments under paragraphs 1 and 2 will be paid on a monthly basis beginning in July of the calendar year of retirement. The parties understand the first payment commencing in July 2006 shall actually be made with the August 2006 payment.~~
6. ~~For teachers under this Section retiring before July 1, 2005, payments under paragraphs 1 and 2 will be made to the retiree. Checks will be mailed by the Office of Business Services to the last known address of the teacher. For teachers under this Section who retire on or after July 1, 2005, payments under paragraphs 1 and 2, reduced by .0765, will be made to a post separation 403(b) plan account to the extent not previously paid. In either case, it shall be the responsibility of the retiree to notify the School City, in writing, of any change of address.~~
7. ~~Upon death of a teacher receiving payments under this Section D, unpaid benefits which the retiree was eligible to receive shall be paid to the person(s) designated by the teacher in writing to the School City and filed with the Office of Financial Resources. If no beneficiary was designated by the teacher, the unpaid benefits will be paid to the beneficiary named on the teacher's life insurance policy with the School City. If no beneficiary was named on that policy, the unpaid benefits will be paid to the decedent's estate.~~
8. ~~Unpaid payments under this Section D shall be paid to the decedent's beneficiary in monthly installments through the June 30 following the death. Commencing July 1 following the death, and each subsequent July 1, annual lump sum payments shall be made to the decedent's beneficiary until such time as all benefits the teacher was eligible to receive have been paid.~~

9. — ~~Payments to the teacher prior to death and to his/her beneficiary shall equal the total amount the teacher was eligible to receive upon retirement under the provisions of this Section D.~~
10. — ~~The health insurance benefit available to a qualified teacher who qualifies for the benefits described in paragraphs 1 or 2 above is continued coverage under School City of East Chicago's Medical Plan provided the monthly premiums required are timely paid by the teacher and is subject to the following terms and conditions:~~
- a. — ~~No additional dependents/insured may be added to a retired teacher's medical plan after his/her retirement date and for one (1) year proceeding his/her retirement date, except that a new spouse or child may be added as required by HIPAA.~~
  - b. — ~~When the monthly benefit described above in paragraphs 1 or 2 payable to a retired teacher cease, the health insurance benefits also cease; the retired teacher may continue the coverage of the health insurance benefit by continuing to pay the regular monthly premium required of all covered employees plus an additional premium of \$250 each month until the retiree and the spouse are eligible for Medicare. If the retired teacher becomes eligible for Medicare before the retiree's spouse is eligible for Medicare, the health insurance benefit for the spouse may be continued by paying the monthly premium required of all covered employees plus an additional premium of \$250 each month until the retiree and the spouse are eligible for Medicare.~~
  - c. — ~~When the retired teacher becomes eligible for Medicare, the School City's Medical Plan will become secondary coverage for that retired teacher, as permitted under the Medicare Secondary Payer rules and as provided by the Plan. When any covered dependent becomes eligible for Medicare, the School City's Medical Plan will become secondary coverage for that dependent, as permitted under the Medicare Secondary Payer rules and as provided by the Plan. The retired teacher must continue to pay the monthly premium required. Effective January 1, 2015, the Board will provide the retired teacher with seventy-five dollars (\$75.00) per month toward the cost of the insurance premium. Effective January 1, 2016, the Board will provide the retired teacher with fifty dollars (\$50.00) per month toward the cost of the insurance premium. Effective January 1, 2017, the Board will provide the retired teacher with twenty-five dollars (\$25.00) per month toward the cost of the insurance premium. Effective January 1, 2018, the School City will no longer pay money toward the premium.~~

~~11. In order to be eligible for benefits under Section D1 or D2, the teacher must meet the requirements of Section B above.~~

~~12. An eligible teacher retired under Section D shall also receive a years of service benefit computed as follows:~~

$$\frac{N-10}{120} \times (2015-2016 \text{ salary}) \times .9235$$

~~N = the number of years the teacher has taught in the School City of East Chicago. The numerator of the fraction shall not be less than zero.~~

~~For eligible teachers retiring on or after July 1, 2005, this benefit shall be paid to a post separation 403(b) plan account to the extent not previously paid. A teacher shall be vested in this account after completing six (6) years with the School City.~~

E. SUPPLEMENTAL RETIREMENT BENEFITS FOR TEACHERS WHO RETIRE AFTER JULY 1, 2006 (**GROUP 1**)

1. To be eligible for benefits under this Section E. the teacher must:
  - Be employed by the School City in the 2005-2006 school year;
  - Have completed at least 20 years of service with the School City as of June 30, 2006;
  - Be at least age 55 on June 30, 2006; and
  - Meet the requirements of Section B above.
2. An eligible teacher who was paid on the master degree salary lane or higher training salary lane during the teacher's last year under contract will receive a monthly compensation equivalent to an annual salary of \$16,621 with no health insurance benefits or a monthly compensation equivalent to an annual salary of \$13,852.50 with health insurance benefits. The election to accept health insurance benefits is to be made by the teacher at the time of application and is irrevocable.
3. An eligible teacher who was paid on the bachelor's degree salary lane during the teacher's last year under contract will receive a monthly compensation equivalent to an annual salary of \$14,314.25 with no health insurance benefits, or, a monthly compensation equivalent to an annual salary of \$11,543.75 with health benefits. The election to accept health insurance benefits is to be made by the teacher at the time of application and is irrevocable.

4. An eligible teacher under this Section E may receive payments for the lesser of sixty (60) months or the number of months until the teacher qualifies for full Social Security benefits.
5. All retirements must be in units of an entire school year. There shall be no prorations,
6. Payments under paragraphs E2 and E3 will be paid on a monthly basis beginning in July of the year of retirement. The parties understand the first payment commencing in July may actually be made with the August payment of the same year.
7. Payments under paragraphs E2 and E3 will be made to a post separation 403(b) plan account. It shall be the responsibility of the retiree to notify the School City, in writing, of any change of address.
8. Upon death of a teacher receiving payments under this Section E, unpaid benefits which the retiree was eligible to receive shall be paid to person(s) designated by the teacher in writing to the School City and filed with the Office of Financial Resources. If no beneficiary was designated by the teacher, the unpaid benefits will be paid to the beneficiary named on the teacher's life insurance policy with the School City. If no beneficiary was named on that policy, the unpaid benefits will be paid to the decedent's estate.
9. Unpaid payments under this Section E shall be paid to the decedent's beneficiary in monthly installments through the June 30 following the death. Commencing July 1 following the death, and each subsequent July 1, annual lump sum payments shall be made to the decedent's beneficiary until such time as all benefits the teacher was eligible to receive have been paid.
10. Payments to the teacher prior to death and to his/her beneficiary shall equal the total amount the teacher was eligible to receive upon retirement under the provisions of this Section E.
11. The health insurance benefit available to a qualified teacher under the benefits described in paragraphs E2 and E3 above is continued coverage under School City of East Chicago's Medical Plan provided the monthly premiums required are timely paid by the teacher and is subject to the following terms and conditions:
  - a. No additional dependents/insured may be added to a retired teacher's medical plan alter his/her retirement date and for one (1) year proceeding his/her retirement date, except that a new spouse or child may be added as required by HIPAA.
  - b. When the monthly benefit described above in paragraphs E2 and E3 payable to a retired teacher cease, the health insurance benefits

also cease; however, the retired teacher may continue the coverage of health insurance by continuing to pay the prior monthly premium required of all covered employees each month plus an additional premium of \$250 each month until the retiree and the spouse are eligible for Medicare. Once the retiree is eligible for Medicare, if the retiree's spouse is not yet eligible for Medicare, the retiree may continue to pay the entire monthly premium required each month for the spouse, until the spouse is eligible for Medicare.

- c. When the retired teacher or anyone insured under the retired teacher's family plan becomes eligible for Medicare, School City's Medical Plan terminates for that person.
  - d. The Board's annual contribution toward the School City of East Chicago's Medical Plan shall be capped at \$6,660 for single coverage and \$13,800 for family coverage. However, after the earlier of sixty months or eligibility for Medicare, after which the Board's annual contribution toward the School City of East Chicago's Medical Plan shall be capped at \$3,600 for single coverage and \$10,800 for family coverage. In order for an eligible retiree to continue coverage on a monthly basis, the retiree must pay the difference between the total premium and the Board's contribution.
- 12. In order to be eligible for benefits under Sections E2 or E3, the teacher must meet the requirements of Section B above.
  - 13. An eligible teacher retired under this Section E shall also receive a years of service benefit computed as follows:

$$\frac{N-10}{120} \times (2015 - 2016 \text{ salary}) \times .9235$$

N = the number of years the teacher has taught in the School City of East Chicago. The numerator of the fraction shall not be less than zero.

This benefit shall be paid to a post separation 403(b) plan account. A teacher shall be vested in this account after completing six (6) years with the School City.

**F. SUPPLEMENTAL RETIREMENT BENEFITS FOR TEACHERS WHO RETIRE AFTER JULY 1, 2006 BUT ARE NOT IN GROUP 1 (GROUP 2)**

- 1. To be eligible for benefits under this Section F, the teacher must:

- Be employed by the School City in the 2005/2006 school year;
  - Have completed at least 15 years of service with the School City as of June 30, 2006;
  - Be at least age 40 on June 30, 2006;
  - Not be in Group 1; and
  - Meet the requirements of Section B above.
2. The benefit under this Section F shall be vesting in a 401 (a) account and a VEBA account.
3. The VEBA account shall be determined as follows:
- a. A deposit equaling 50% of the present value for the Medicare Bridge calculation for each eligible teacher covered by this Section F will be made in September 2006 to the teacher's VEBA account.
  - b. The present value shall be determined by the actuary's present value of the benefits the teacher is eligible for under this Agreement, using the following assumptions:
    - If the individual had family coverage at the end of the 2005/2006 school year, a value equal to \$1,150 per month or if the individual had single coverage or no coverage at the end of the 2005/2006 school year, a value equal to \$555 per month. This value will be used from the month following the individual's assumed retirement date until the earlier of the sixty (60) months of payments or the month Medicare eligibility begins. Thereafter, if the individual had family coverage at the end of the 2005/2006 school year, a value equal to \$900 per month or if the individual had single coverage or no coverage at the end of the 2005/2006 school year, a value equal to \$305 per month. This value will be used until the month Medicare eligibility begins.
    - The assumed retirement date is the later of :
      - June 30, 2006
      - The June 30 coincident with or following the employees 59<sup>th</sup> birthday.
      - The June 30 coincident with or following completion of 15 years of experience with the School City of East Chicago.
      - The June 30 coincident with or following satisfying the eligibility requirements for full unreduced retirement benefits under ISTRF.

- The present value for those who receive a partial buy out is based on the present value of their projected benefits determined above at their assumed retirement date discounted to June 30, 2006. This is based on all the assumptions in the buy out model.
  - Discount rate prior to assumed retirement date: 4% for the first 2 years (6/30/2006-6/30/2008) and 7.25% thereafter (6/30/2008 to assumed retirement date),
  - Discount rate after assumed retirement date: 4%.
  - Assumed annual increase in Teachers' Pay Schedule: 2%
  - Assumed annual increase in Administrators' and Techs' pay: 2%,
  - Turnover Assumed: SARASON T-3 Table.
  - Mortality Assumed; 1994 Group Annuity Reserve Table (50% Male/50% Female)
  - FICA Discount: Present values of bridge benefits and years of service benefit reduced by 7.65% for FICA.
- c. An annual deposit to the teacher's VEBA account, in an amount determined by the actuary, so long as they are employed as a teacher by the School City, however, the annual deposits stop at the earlier of termination or the teacher's assumed retirement date.
- d. The annual deposit is based on amortizing the remaining present value of benefits (present value of June 30, 2006 less partial buy out) with the first annual deposit to be made on or about August 1, 2006 and the last payment on the August 1 before the assumed retirement date.
4. Upon retirement on and after vesting, the teacher shall be able to submit claims to their VEBA account for any qualified medical expenses under the Internal Revenue Code.
5. The 401(a) account shall be determined as follows:
- a. A deposit equaling 50% of the present value for the Social Security Bridge calculation for each eligible teacher covered by this Section F will be made in September 2006 to the teacher's 401(a) account.
  - b. The present value shall be determined by the actuary's present value of the benefits the teacher is eligible for under this Agreement, using the following assumptions:



- A payment of \$1,250 monthly, payable until the earlier of sixty (60) payments or attainment of eligibility for full unreduced Social Security benefits.
  - The assumed retirement date is the later of:
    - June 30, 2006
    - The June 30 coincident with or following the employee's 59th birthday.
    - The June 30 coincident with or following completion of 15 years of experience with the School City of East Chicago.
    - The June 30 coincident with or following satisfying the eligibility requirements for full unreduced retirement benefits under ISTRF.
  - The present value for those who receive a partial buy out is based on the present value of their projected benefits determined above at their assumed retirement date discounted to June 30, 2006. This is based on all the assumptions in the buy out model.
  - Discount rate prior to assumed retirement date: 4% for the first 2 years (6/30/2006-6/30/2008) and 7.25% thereafter (6/30/2008 to assumed retirement date).
  - Discount rate after assumed retirement date: 4%.
  - Assumed annual increase in Teachers' Pay Schedule: 2%
  - Assumed annual increase in Administrators' and Techs' pay: 2%,
  - Turnover Assumed: SARASON T-3 Table.
  - Mortality Assumed: 1994 Group Annuity Reserve Table (50% Male/50% Female).
  - FICA Discount: Present values of bridge benefits and years of service benefit reduced by 7.65% for FICA.
- c. An annual deposit shall be made to the teacher's 401(a) account, in an amount determined by the actuary, so long as they are employed as a teacher by the School City, however, the annual deposits stop at the earlier of termination or the teacher's assumed retirement date.
- d. The annual deposit is based on amortizing the remaining present value of benefits (present value of June 30, 2006 less partial buy out) with the first annual deposit to be made on or about August 1, 2006 and the last payment on the August 1 before the assumed retirement date.
6. Upon retirement on and after vesting, the teacher shall be able to access their 401(a) account.

7. An eligible teacher under this Section F shall also receive a buy out deposit based on 50% of the present value of the years of service benefit computed as follows:

$$\frac{N-10}{120} \times (\text{projected assumed retirement date contract salary})$$

N = the number of years the teacher has taught in the School City of East Chicago. The numerator of the fraction shall not be less than zero.

- a. This deposit will be made in September, 2006 to the Teacher's 401(a) account.
  - b. The present value will be determined based on the actuary's present value of the years of service benefit the teacher is eligible for under this Agreement, using the same assumptions as in Section B above.
  - c. An annual deposit shall be made to the teacher's 401(a) account, in an amount determined by the actuary, so long as they are employed as a teacher by the School City, however, the annual deposits stop at the earlier of termination or the teacher's assumed retirement age.
  - d. The annual deposit is based on amortizing the remaining present value of benefits (present value of June 30, 2006 less a partial buy out) with the first annual deposit to be made on or about August 1, 2006, and the last payment on the August 1 before the assumed retirement date.
  - e. A teacher shall be vested in this account after completing six (6) years with the School City.
8. A teacher retiring under this Section F may continue the coverage of health insurance by continuing to pay the entire monthly premium required each month until the retiree is eligible for Medicare. Once the retiree is eligible for Medicare, if the retiree's spouse is not yet eligible for Medicare, the retiree may continue to pay the entire monthly premium required each month for the spouse, until the spouse is eligible for Medicare. When the retired teacher or anyone insured under the retired teacher's family plan becomes eligible for Medicare, School City Medical Plan terminates for that person.

G. SUPPLEMENTAL RETIREMENT BENEFITS FOR TEACHERS WHO RETIRE AFTER JULY 1, 2006 BUT ARE NOT IN GROUP 1 OR GROUP 2 (GROUP 3)

1. To be eligible for benefits under this Section 0, the teacher must:
  - Be employed by the School City in the 2005/2006 school year;
  - Not be in Group A-1, A-2, 1 or 2; and
  - Meet the requirements of Section 13 above.
2. The benefit under this Section G shall be vesting in a VEBA account and 401(a) account.
3. a. The VEBA account shall consist of an annual deposit in an amount determined by the actuary to the teacher's VEBA account. The actuary shall determine the annual deposit amount based on the present value of the benefits the teacher is eligible for under this Agreement, using the following assumptions:
  - If the individual had family coverage at the end of the 2005/2006 school year, a value equal to \$1,150 per month or if the individual had single coverage or no coverage at the end of the 2005/2006 school year, a value equal to \$555 per month. This value will be used from the month following the individual's assumed retirement date until the earlier of sixty (60) months of payments or the month Medicare eligibility begins. Thereafter, if the individual had family coverage at the end of the 2005/2006 school year, a value equal to \$900 per month or if the individual had single coverage or no coverage at the end of the 2005/2006 school year, a value equal to \$305 per month. This value will be used until the month Medicare eligibility begins.
  - The assumed retirement date is the later of
    - June 30, 2006
    - The June 30 coincident with or following the employees 59th birthday.
    - The June 30 coincident with or following completion of 15 years of experience with the School City of East Chicago.
    - The June 30 coincident with or following satisfying the eligibility requirements for full unreduced retirement benefits under ISTRF.
  - Discount rate prior to assumed retirement date: 4% for the first 2 years (6/30/2006-6/30/2008) and 7.25% thereafter (6/30/2008 to assumed retirement date).
  - Discount rate after assumed retirement date: 4%
  - Assumed annual increase in Teachers' Pay Schedule: 2%
  - Assumed annual increase in Administrators' and Tech pay: 2%,
  - Turnover Assumed. SARASON T-3 Table.

- Mortality Assumed: 1994 Group Annuity Reserve Table (50% Male/50% Female).
  - FICA Discount: Present values of bridge benefits and years of service benefit reduced by 7.65% for FICA.
- b. This annual deposit to the teacher's VEBA account shall be made so long as the teacher is employed as a teacher by the School City, however, the annual deposits stop at the earlier of termination or the teacher's assumed retirement date. A teacher shall be vested in this account after completing six (6) years with the School City.
- c. The first annual deposit is to be made on or about August 1, 2006 and the last payment on the August 1 before the assumed retirement date.
4. Upon retirement on and after vesting, the teacher shall be able to submit claims to their VEBA account for any qualified medical expenses under the Internal Revenue Code.
5. a. The 401(a) account shall consist of an annual deposit in an amount determined by the actuary to the teacher's 401 (a) account. The actuary shall determine the annual deposit amount based on the present value of the benefits the teacher is eligible for under this Agreement, using the following assumptions:
- A payment of \$1,250 monthly, payable until the earlier of sixty (60) payments or attainment of eligibility for full unreduced Social Security benefits.
  - The assumed retirement date is the later of
    - June 30, 2006
    - The June 30 coincident with or following the employee's 59th birthday.
    - The June 30 coincident with or following completion of 15 years of experience with the School City of East Chicago.
    - The June 30 coincident with or following satisfying the eligibility requirements for full unreduced retirement benefits under ISTRF.
  - The present value is based on the present value of their projected benefits determined above at their assumed retirement date. This is based on all the assumptions in the buy out model.
  - Discount rate prior to assumed retirement date: 4% for the first 2 years (6/30/2006-6/30/2008) and 7.25% thereafter (6/30/2008 to assumed retirement date).
  - Discount rate after assumed retirement date: 4%.
  - Assumed annual increase in Teachers' Pay Schedule: 2%
  - Assumed annual increase in Administrators' and Techs' pay! 2%.

- Turnover Assumed: SARASON T-3 Table.
  - Mortality Assumed: 1994 Group Annuity Reserve Table (50% Male/50% Female).
  - FICA Discount: Present values of bridge benefits and year of service benefit reduced by 7.65% for FICA.
- b. This annual deposit to the teacher's VEBA account shall be made so long as the teacher is employed as a teacher by the School City, however, the annual deposits stop at the earlier of termination or the teacher's assumed retirement date.
  - c. The first annual deposit is to be made on or about August 1, 2006 and the last payment on the August 1 before the assumed retirement date.
6. Upon retirement on or after vesting, the teacher shall be able to access their 401(a) account.
  7. An eligible teacher under this Section G shall also receive an annual deposit based on the actuary's present value of the years of service benefit computed as follows:

$$\frac{N-10}{120} \times (\text{projected assumed retirement dated contract salary})$$

N = the number of years the teacher has taught in the School City. The numerator of the fraction shall not be less than zero.

- a. The present value will be determined based on the actuary's present value of the years of service benefit the teacher is eligible for under this Agreement, using the same assumptions as in Section B above.
- b. The annual deposit shall be made to the teacher's 401(a) account, in an amount determined by the actuary, so long as they are employed as a teacher by the School City, however, the annual deposits stop at the earlier of termination or the teacher's assumed retirement age.
- c. The annual deposit is based on amortizing the present value of these benefits with the first annual deposit to be made on or about August 1, 2006, and the last payment on the August 1 before the assumed retirement date.
- d. A teacher shall be vested in this account after completing six (6) years with the School City.

- e. A teacher retiring under this Section G may continue the coverage of health insurance by continuing to pay the entire monthly premium required each month until the retiree is eligible for Medicare. Once the retiree is eligible for Medicare, if the retiree's spouse is not yet eligible for Medicare, the retiree may continue to pay the entire monthly premium required each month for the spouse, until the spouse is eligible for Medicare. When the retired teacher or anyone insured under the retired teacher's family plan becomes eligible for Medicare, School City Medical Plan terminates for that person.

H. SUPPLEMENTAL RETIREMENT BENEFITS FOR TEACHERS HIRED FOR THE 2006/2007 SCHOOL YEAR AND THEREAFTER (**GROUP 4**)

1. To be eligible for benefits under this Section H, the teacher must:
  - Not be in Group A-1, A-2, 1, 2, or 3.
  - Not be employed at the end of the 2005/2006 school year.
2. The benefit under this Section 1-1 shall be an annual deposit to the teacher's VEBA account so long as the teacher is employed by the School City, and an annual deposit to the teacher's 401(a) account so long as the teacher is employed by the School City.
3. The annual deposit to the VEBA account shall be an amount equal to 1% of salary for the first three years of teaching at the School City. Thereafter, the parties intend to bargain and consider adjustments to this contribution. The deposit shall continue at 1% of salary until changed pursuant to such bargaining.
4. The VEBA account shall vest when the teacher has signed their sixth employment contract with the School City.
5. Upon terminating after vesting, the teacher shall be able to submit claims to their VEBA account for any qualified medical expenses under the Internal Revenue Code.
6. The annual deposit to the 401(a) account shall be an amount equal to 1% of salary for the first three years of teaching at the School City. Thereafter, the parties intend to bargain and consider adjustments to this contribution. This deposit shall continue at 1% of salary until changed pursuant to such bargaining.
7. The 401(a) account shall vest when the teacher has signed their sixth employment contract with the School City.

8. A teacher retiring under this Section H may continue the coverage of health insurance by continuing to pay the entire monthly premium required each month until the retiree qualifies for Medicare. Once the retiree qualifies for Medicare, if the retiree's spouse is not yet eligible for Medicare, the retiree may continue to pay the entire monthly premium required each month for the spouse, until the spouse qualifies for Medicare. When the retired teacher or any one insured under the retired teacher's family plan becomes eligible for Medicare, School City medical plan terminates for that person.
  
- I. CONTINUATION OF LIFE INSURANCE. A teacher receiving benefits under Section C, D, E, F, G, or H of this Article may continue to participate in the Group Life Insurance Plan by opting for such coverage. Notifications shall be made to the School Corporation within three (3) months of notification of retirement or by June 1, whichever date comes first, of the first year under contract. All costs of various life insurance premiums shall be paid by the retiree.
  
- J. REEMPLOYMENT AFTER RETIREMENT. A retiree who is rehired by the School City of East Chicago as a teacher under contract must repay all benefits paid under this Article, including the total cost for health insurance premiums paid during retirement by the School City, as well as other retirement payments the teacher may have received.
  - a. A retiree who is rehired by the School City of East Chicago as a teacher under contract shall be considered, for the purpose of seniority, a beginning teacher.
  - b. A teacher who retires under the provisions of the Section C, D, E, F, G, or H may be employed as a substitute teacher by the School City. Pay for such substitute service shall be at substitute daily rate.
  
- K. APPLICATION OF IRS LIMITS. The parties understand the Internal Revenue Code imposes certain limits on contributions to 403(b) plans and 401(a) plans. In the event any eligible teacher's benefit under this Article would exceed the applicable limits in a given year, any benefits over the limit will be paid in a succeeding year. In the event there are still benefits remaining to be paid to the teacher that cannot be made to an account in any succeeding year because of the limits, these amounts shall be paid in cash to the eligible teacher.
  
- L. FORFEITURES. Any amounts not vested pursuant to the above provisions shall be forfeited. Forfeited amounts for Groups 2 and 3 shall be redistributed to remaining employees in those groups pursuant to the actuary's calculations. This redistribution shall occur considering Groups 2 and 3 together. Forfeited amounts for Group 4 shall be used to reduce the next year's School City contribution to Group 4 accounts.

- M. **REQUIRED PREMIUM PAYMENTS.** Any premiums required to be paid by a retiree who retires at the end of the 2005/2006 school year or later shall be paid at the beginning of each calendar quarter for that quarter. If amounts are not timely paid, coverage in the School City's Medical Plan shall be terminated.
- N. **MEDICARE ELIGIBILITY.** For purposes of this Agreement, an individual is considered eligible for Medicare when he becomes eligible for Medicare Part A due to age; eligibility based upon disability or end stage renal disease will not be considered. An individual need not be enrolled in or covered by Medicare to be considered "eligible."

**ARTICLE IX  
Insurance**

A. Medical Insurance

- 1. Effective January 1, 2023, a full-time teacher electing to participate in the School City of East Chicago health insurance Plan A shall pay \$265.00 monthly toward the cost of participation in a single plan or \$475.00 monthly toward the cost of participation in the family plan. Effective January 1, 2023, a full-time teacher electing to participate in the School City of East Chicago health insurance Plan B shall pay \$80.00 monthly toward the cost of participation in a single plan \$167.00 monthly toward the cost of participation in the family plan. Effective January 1, 2023, a full-time teacher electing to participate in the School City of East Chicago health insurance Plan C shall pay \$71.00 monthly toward the cost of participation in a single plan \$154.00 monthly toward the cost of participation in the family
- 2. Pursuant to Section 125 of the U.S. Internal Revenue Code, the Board will provide a Flexible Benefit Spending Plan. This Flexible Benefit Spending Plan allows a teacher to convert his contribution toward the group hospitalization, major, medical, dental and vision plans to pre-tax dollars. In addition, this Flexible Benefits Spending Plan allows some unreimbursed medical expenses to also be converted to pre-tax dollars. The cost of the administration of this plan, if any, will be subject to negotiation between the parties to this Agreement.

B. Life Insurance

- 1. The employer shall provide to each employee life insurance and long term disability insurance at a cost to the employee of one dollars (\$1.00) per year.
- 2. Effective November 5, 2013, the Board shall provide, on a fully paid basis, term life insurance in an amount no less than fifty thousand dollars (\$50,000) plus an accidental death and dismemberment plan. For teachers sixty-five (65) years of age and older, this amount shall be reduced in accordance with standard insurance reduction schedules.



### C. Long-Term Disability Insurance

Effective November 5, 2013, benefits for the Long-Term Disability Insurance at a rate of  $66\frac{2}{3}\%$  of the teacher's basic monthly earnings will begin to accrue after ninety (90) calendar days of disability and be payable to age 65.

**ARTICLE X**

**Duration of Agreement**

This Agreement shall be in full force and effect from July 1, 2022, through June 30, 2023.

For the Board:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Secretary

\_\_\_\_\_

The above parties attest that a public hearing was held in compliance with I.C. 20-29-6-1(b) on September 4, 2022 and electronic participation from the parties and/or the public was not permitted; and a public meeting in compliance with I.C. 20-29-6-19 was held on November 7, 2022, to discuss the tentative agreement and electronic participation from the governing body and or public was not permitted.

For the Board:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

President

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Secretary

\_\_\_\_\_

**APPENDIX A**  
**Elementary**  
**Extra Curricular Activities**  
**Grades K-6**

<u>POSITION</u>	<u>COMPENSATION</u>
Pupil Services	\$ 543.00
Patrol Sponsor	\$ 543.00
Technology <del>Coordinator</del> <b>Leader</b>	\$1,616.00
<b>Club Assignments</b>	
Academic Bowl	\$ 640.00
Science Olympiad	\$ 640.00
Science Olympiad District Wide Coordinator	\$ 640.00
Science Fair	\$ 640.00
Robotics/Building	\$ 640.00
Video/Photo Club *	\$ 640.00
Chess Club	\$ 640.00
<b>Sponsor</b>	
Student Government	\$ 543.00
Cheerleaders	\$ 543.00
<b>Publications</b>	
Newspaper	\$ 543.00

**APPENDIX B**  
**Junior High/Middle School Extra Curricular Activities**

<b>Position</b>	<b>Compensation</b>
Pupil Services	\$ 543.00
Patrol Sponsor	\$ 543.00
Technology Coordinator <del>Coordinator</del> <b>Leader</b>	\$1,616.00
<b>Music Assignments</b>	
Band	\$ 435.00
Orchestra	\$ 435.00
Chorus	\$ 435.00
<b>Club Assignments</b>	
Science Olympiad	\$ 640.00
Academic Bowl	\$ 640.00
MS Robotics	\$ 640.00
Video/Photo Club*	\$ 640.00
S.T.A.N.D.*	\$ 640.00
STEM CLUB *	\$ 640.00
Chess Club	\$ 640.00
Textile Club	\$ 640.00
<b>Publications</b>	
Newspaper	\$ 650.00
<b>Sponsor</b>	
Student Government Sponsor	\$ 543.00
National Honor Society	\$ 543.00
Health Science Careers	\$ 543.00
Cheerleaders	\$ 543.00
Athletic Scheduler/Supervisor	\$5,500.00
(JR/MS/Elementary)	

**APPENDIX C**  
**High School Extra Curricular Activities**

POSITION	COMPENSATION
<b>Department Heads</b>	
1-5 Teachers	\$ 384.00
6-10 Teachers	\$ 764.00
11 or More Teachers	\$1,151.00
<b>Music Assignments</b>	
Band	\$4,478.00
Orchestra	\$1,084.00
Chorus	\$1,229.00
<b>Club Assignments</b>	
Spanish Club	\$ 867.00
French Club	\$ 867.00
Viva La Hispanidad	\$ 640.00
Gifted Art Club	\$ 640.00
Textiles Club	\$ 640.00
Book Club	\$ 640.00
History Club	\$ 640.00
Business Club	\$ 640.00
Chess Club	\$ 640.00
African American Club	\$ 640.00
S.T.A.N.D.	\$ 640.00
Academic Bowl	\$ 640.00
Science Olympiad	\$ 960.00
Science Olympiad Assistant	\$ 334.00
Robotics	\$ 640.00
Speech & Debate Club	\$ 640.00
Dramatics Coach	\$1,012.00
Dance Club	\$ 867.00
Cheerleaders	\$1,544.00
Unified Cheer	\$1,544.00
Pupil Services	\$ 543.00
<b>Sponsors</b>	
Freshman Class Sponsor	\$ 543.00
Sophomore Class Sponsor	\$ 543.00
Junior Class Sponsor	\$ 543.00
Senior Class Sponsor	\$ 867.00
Senior Class Honors and Awards	\$ 861.00

Student Government Sponsor	\$ 543.00
National Honor Society	\$ 543.00
<b>Publications</b>	
Newspaper	\$1,486.00
Yearbook	\$1,538.00
<b>Technology</b>	
Technology Coordinator Leader	\$1,616.00

\*Number of Positions are for Informational use only and not Bargained

**APPENDIX D**  
**Coaching Salaries**

<b>POSITION</b>	<b>COMPENSATION</b>	<b>POSITION</b>	<b>COMPENSATION</b>
<b>BOYS</b>		<b>GIRLS</b>	
<b>WRESTLING</b>		<b>BASKETBALL</b>	
Head Coach	\$5,300	Head Coach	\$7,300
1 <sup>st</sup> Assistant	\$3,000	1 <sup>st</sup> Assistant	\$4,200
2 <sup>nd</sup> Assistant	\$1,900	2 <sup>nd</sup> Assistant	\$3,900
Middle School	\$1,500	3 <sup>rd</sup> Assistant	\$3,500
Assistant	\$ 750	4 <sup>th</sup> Asst/Freshman	\$3,300
<b>BASEBALL</b>		8 <sup>th</sup> Grade	\$1,500
Head Coach	\$5,000	Assistant	\$ 750
Assistant	\$2,800	7 <sup>th</sup> Grade	\$1,500
Asst/JV	\$2,700	Assistant	\$ 750
<b>TRACK</b>		5 <sup>th</sup> & 6 <sup>th</sup> Grade	\$ 543
Head Coach	\$4,000	<b>VOLLEYBALL</b>	
1 <sup>st</sup> Assistant	\$3,000	Head Coach	\$4,200
2 <sup>nd</sup> Assistant	\$3,000	1 <sup>st</sup> Assistant	\$2,600
3 <sup>rd</sup> Assistant	\$2,500	2 <sup>nd</sup> Assistant	\$2,600
Middle School (Coed)	\$1,500	Middle School	\$1,500
Assistant	\$ 750	MS Asst	\$ 750
<b>CROSSCOUNTRY</b>		Elementary	\$ 543
Head Coach	\$4,000	<b>TENNIS</b>	
Assistant	\$2,500	Head Coach	\$4,000
Middle School (Coed)	\$1,500	Assistant	\$1,900
Assistant	\$ 750	<b>SOFTBALL</b>	
<b>GOLF</b>		Head Coach	\$5,000
Head Coach	\$4,000	Assistant	\$2,800
Assistant	\$1,900	Assistant/JV	\$2,700
<b>SOCCER</b>		<b>TRACK</b>	
Head Coach	\$4,000	Head Coach	\$4,000
Assistant	\$2,300	1 <sup>st</sup> Assistant	\$3,000
Middle School	\$1,000	2 <sup>nd</sup> Assistant	\$3,000
<b>TENNIS</b>		3 <sup>rd</sup> Assistant	\$2,500
Head Coach	\$4,000	<b>SWIMMING</b>	
Assistant	\$1,900	Head Coach	\$4,000
<b>FOOTBALL</b>		Assistant	\$2,900
Head Coach	\$7,300	Middle School (Coed)	\$1,500
1 <sup>st</sup> Assistant	\$4,200	<b>CROSSCOUNTRY</b>	
2 <sup>nd</sup> Assistant	\$3,900	Head Coach	\$4,000
3 <sup>rd</sup> Assistant	\$3,500	1 <sup>st</sup> Assistant	\$2,500

4 <sup>th</sup> Asst/Freshman	\$3,300		SOCCKER	
Middle School	\$1,500		Head Coach	\$4,000
Assistant	\$ 750		Assistant	\$2,300
SWIMMING			Middle School	\$1,000
Head Coach	\$4,000			
1 <sup>st</sup> Assistant	\$2,900			
BASKETBALL			<b>E – SPORTS</b>	
Head Coach	\$7,300		<b>Head Coach</b>	<b>\$4,000</b>
1 <sup>st</sup> Assistant	\$4,200		<b>Assistant</b>	<b>\$1,900</b>
2 <sup>nd</sup> Assistant	\$3,900			
3 <sup>rd</sup> Assistant	\$3,500			
4 <sup>th</sup> Asst/Freshman	\$3,300			
8 <sup>th</sup> Grade	\$1,500			
Assistant	\$ 750			
7 <sup>th</sup> Grade	\$1,500			
Assistant	\$ 750			
5 <sup>th</sup> & 6 <sup>th</sup> Grade	\$ 543			
<b>UNIFIED SPORTS</b>				
FOOTBALL				
Head Coach	\$4,000			
Assistant	\$1,500			
TRACK				
Head Coach	\$4,000			
Assistant	\$1,500			



**APPENDIX E**  
**Retirement Benefit Group Eligibility**

General Rules for All Groups

1. Must notify Human Resources department of intent to retire no later than March 1<sup>st</sup> of their last contracted school year.
2. Earn at least 15 years of creditable service with School City of East Chicago

<b>Group</b>	<b>Eligibility</b>	<b>Benefit</b>
A-1	Retired before July 1, 2002	Masters – 60% of BA 0 for max of 60 months BA – 50% of BA 0 for max of 60 months
A-2	Retired between July 1, 2002 and July 1, 2006	Masters - \$18,000 per year for max of 60 months BA - \$15,500 per year for max of 60 months
1	Be employed in EC in 2005/06 school year 20 years experience in ECPS as of 6/30/06 Be at least age 55 on 6/30/06	Masters - \$16,623 per year for max of 60 months BA - \$14,314.25 per year for max of 60 months All payments made into a post-separation 403(B) account
2	Retire after July 1, 2006 but are not in Group 1 Be employed in EC in 2005/06 school year 15 years experience in ECPS as of 6/30/06 Be at least age 40 on 6/30/06	401(a) VEBA
3	Retire after July 1, 2006 Not be in Group 1 or 2 Be employed in EC in 2005/06 school year	401((a) VEBA
4	Hired in 2006/07 school year or hereafter	401(a) VEBA