CARMEL CLAY SCHOOLS
BENEFIT PLAN E
BENEFIT PROGRAM
July 1, 2025 – June 30, 2026

ARTICLE I
Positions Covered

Superintendent	Capital Projects Manager
Assistant/Associate Superintendent	Data Base/Network/System Administrator
Director/Assistant Director	Dietitian
Coordinator/Assistant Coordinator	Executive Assistant to Superintendent
Principal/Assistant Principal	Maintenance Foreman
Athletic Director/Assistant Athletic Director	Training & Development Specialist
Accounting Specialist	Wireless Network Infrastructure Specialist

ARTICLE II
Insurance

A. Group Hospital, Medical, Dental and Vision

1. Administrators employed as an administrator or department chair *prior to 1/1/12* will receive the following annual insurance stipend as an offset for a reduction in Board contribution to insurance. The Administrator must be covered under Carmel Clay Schools' Health/Dental/Vision insurance program to receive the stipend. The stipend is not available in lieu of coverage. Those stipends will increase equal to the percentage increase at the top of the administrator's salary schedule.

Extent of Coverage	
Family	$4,194
Employee/Child(ren)	$3,228
Employee/Spouse	$3,572
Single	$1,442
*Family	$3,042
*Employee/Spouse	$2,592

*Married (2 Board Employees both eligible for benefits)

2. The Board of Education will pay the amounts below for insurance coverage for the Prime, Standard or High Deductible/Health Savings Plans as selected by the employee for hospital, medical, dental and vision insurance coverage:

Single	An amount equal to 80% of Standard Plan
Employee/Spouse	An amount equal to 79% of Standard Plan
Employee/Child(ren)	An amount equal to 79% of Standard Plan
Family	An amount equal to 79% of Standard Plan
*Family	An amount equal to 86% of Standard Plan
*Employee/Spouse	An amount equal to 86% of Standard Plan

*Married (2 Board Employees both eligible for benefits)

3. Employees who elect the High Deductible Plan will annually receive a $1000 contribution (single plan) or $2000 contribution (family plan) to a Health Savings Account (HSA).

4. The school district will increase the basic salary of a qualified administrator by an amount equal to the amount of the school district's contribution for health/vision and dental insurance for the benefit of the qualified administrator. This basic salary increase will be in lieu of the school district making any health/vision and dental insurance contribution for the benefit of the qualified administrator.

   As used in this policy, a "qualified administrator" is a person employed as an administrator of Carmel Clay Schools that meets the following criteria:

   a. Is eligible to retire with unreduced benefits from either the Teachers Retirement Fund or the Public Employees Retirement Fund.

   b. Is covered under the school district's health/vision and dental insurance plan.

   c. Qualified Administrators should contact the Director of Human Resources concerning this benefit.

B. Life Insurance

The Board will provide term life insurance in the amount of two (2) times the employee's annual base salary. Each employee will pay $1.00 per year for this coverage. Benefit coverage reduces at age 70 and again at age 75.

C. L.T.D. Insurance

The Board of Education will provide long-term disability insurance for each employee. The amount of disability benefit will equal 66 2/3% of the employee's monthly salary, beginning on the 91st day of such disability. Each employee will pay $1.00 per year for this coverage.

D. S.T.D. Insurance

The Board of Education will provide short-term disability insurance for each employee. Each employee will pay $1.00 per year for this coverage. The amount of the disability benefit will be 60% of the employee's salary, beginning on the 15th day of such disability. The benefit will be for 11 weeks and can be supplemented with the use of personal illness days to achieve 100% of salary.

ARTICLE III
Travel Reimbursement / Professional Leave

A. Employees eligible for travel expense in the course of their work shall receive travel reimbursement at the current maximum rate allowed by the Internal Revenue Service.

B. An employee may request professional leave day(s) to attend educational conferences and/or educational workshops or to visit other schools. When a request for a professional day is made, the Superintendent or his/her designee may:

1. approve the request and the employee will be reimbursed for registration fees, travel expenses, and cost of lodging and meals as the Superintendent or his/her designee deems appropriate (expenses will be paid upon presentation of paid receipts up to the amount approved by the Superintendent or his/her designee when the professional leave was granted); or

2. approve the request and reimburse a portion of the expenses; or

3. grant permission for the employee to attend an educational conference or school visitation at the employee's own expense, but without loss of pay; or

4. disapprove the request.

ARTICLE IV
Retirement Fund

The Board of Education will pay the employee's contribution (3% of gross salary) to either the Indiana State Teachers' Retirement Fund or the Public Employees' Retirement Fund.

ARTICLE V
Matching 403(b) Plan

Administrators employed as an administrator *prior to 7/1/2020* will receive a one percent (1%) of annual salary match to a 403(b) plan, which is immediately vested.

ARTICLE VI
Deferred Compensation Plan

A. The Board will provide a 457(b) Deferred Compensation Plan.
B. 401(a) Plan Account
Available only to employees hired after July 1, 2003, or who did not receive a buy out of their accumulated sick leave days in 2003.
Each employee will receive a contribution equal to 3% of his/her annual compensation into a 401(a) plan account for that employee. Contributions will be made within two weeks of the end of each payroll period. This account will vest after the employee has been employed at Carmel Clay Schools for no less than ten years.

C. The Board will also provide a contribution of 5% of annual salary to a 401(a) Plan for the Carmel High School Principal and 10% of annual salary to a 401(a) Plan for the Superintendent, Associate Superintendent, and Assistant Superintendents. When the administrator is eligible to retire with unreduced benefits from the Teacher Retirement Fund, these contributions will convert to salary. These contributions are immediately vested.

ARTICLE VII
Benefits of Internal Revenue Code – Section 125

The benefits provided by Section 125 of the Revenue Act of 1970 are available for all employees.

ARTICLE VIII
Professional Membership Dues and Cell Phones

Annual professional membership dues to appropriate and approved organizations will be allowed, not to exceed $425 for each employee listed in Article I. If the district determines the employee needs a cell phone for their position, the employee will either be provided a cell phone or a $50 per pay stipend to provide their own phone.

ARTICLE IX
Performance Incentive Compensation

A. The Board will provide performance incentive compensation in an amount up to 5% of the annual base salary for the Carmel High School Principal.

B. The Board will provide performance incentive compensation in an amount up to 10% of the annual base salary for the Associate Superintendent and Assistant Superintendents.

ARTICLE X
Paid Leaves

Paid leaves may be taken without jeopardy to re-employment, retirement, salary and fringe benefits, tenure, and seniority rights. An employee returning from a paid leave shall be given his/her original position if it exists or, if it does not exist, a position comparable to the one left for which the employee holds a valid license.

A. Sick Leave

Each employee will receive personal illness leave as follows:

260 contract days	=	12 days per year
205 contract days	=	10 days per year
195 contract days	=	10 days per year

If in any one (1) year the employee is absent on account of personal illness for fewer than the number of days allowed, the remaining days shall accumulate and may be used in subsequent years.

All sick days accumulated in another Indiana school district in which the employee taught or was an employee shall be transferable to Carmel Clay School Corporation at the rate of three (3) days per year, beginning the second year.

B. Family Illness Days

Each employee may apply for a maximum of ten (10) family illness days annually. The family illness days utilized will be subtracted from accumulated personal illness days. In case of a catastrophic illness of a family member, an employee may apply to use any portion of the remainder of his/her accumulated sick leave. The following criteria must be met:

1. Application must be made on the approved Request For Leave form that includes the relationship and name of relative.

2. An employee shall be granted leave for illness in the immediate family: mother, father, aunt, uncle, brother, sister, wife, husband, child, grandchild, or any relative living in the household of the employee. Leave shall also be granted for mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent in the event of their hospitalization.

C. Personal Business Leave

Each employee shall be entitled to four (4) days annually for the transaction of personal business, civic affairs and/or family illness, without loss of compensation. Under unusual circumstances, the Superintendent may extend the maximum allowance of personal business

days. Any unused days will be added to his/her accumulated sick leave at the end of each school year.

D. Bereavement Leave

1. For a death in the immediate family, an employee is entitled to not more than five (5) contract days, which do not need to be taken consecutively. These days, to be used for bereavement, shall be granted with full compensation for said leave. If more than one (1) death should occur at the same time in the immediate family, more days may be granted.

   Immediate family is interpreted as spouse, child, parent, brother, sister, grandparent, grandchild, and each similar relationship established by marriage or any person who at the time of death had established the therapist's home as his/her permanent residence.

2. In the event of the death of an uncle, aunt, first cousin, niece, nephew or close friend, the employee is entitled to be absent one (1) day, the week of the funeral, without loss of compensation. Two (2) additional travel days shall be granted upon request.

3. In the event an employee is named executor/executrix of an estate, the employee shall receive up to four (4) leave days within twelve (12) months following the death, to conduct business of the estate.

E. Maternity/Paternity/Adoption Leave

1. Any employee who is pregnant is entitled to an unpaid leave of absence commencing any time during her pregnancy or upon the birth of her child and extending no longer than two (2) semesters following the semester in which the birth occurs, provided

   a. the employee notifies the Superintendent or his/her designee at least thirty (30) days prior to the commencement of such leave except in a medical emergency,

   b. the notice to the Superintendent includes either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable, and

   c. the notice indicates the expected date of return from leave.

   In the case of a medical emergency caused by pregnancy, the employee shall be granted a leave, as otherwise provided in this Section, immediately upon her request and certification of the emergency from an attending physician.

2. While any portion of leave taken by an employee because of a temporary disability caused by pregnancy may be charged to her available sick leave, an employee will be

required to provide proof of this disability after six (6) weeks following the birth of her child. After her available sick leave has been used, the employee may be absent without pay, subject to Section E.1 of this Article.

3. When a child is born to the wife of an employee, the employee will be entitled to an unpaid leave of absence for the remainder of the semester in which the birth occurs, and for no longer than two (2) semesters thereafter, provided

    a. a written request has been submitted to the Superintendent or his/her designee at least thirty (30) days prior to the anticipated commencement of such leave, and

    b. the notice indicates the expected date of return from leave.

4. When an employee adopts a child, before or after the adoption s/he shall be entitled to up to thirty (30) days of paid or unpaid leave. The employee may use their available sick leave as paid leave days. Two married employees of the Board shall be limited to a total of forty (40) days per couple.

5. The employee shall be entitled to an unpaid leave of absence for the remainder of the semester in which the adoption occurs and for no longer than two (2) semesters thereafter, provided that (a) a written request has been submitted to the Superintendent or designee as soon as possible following the employee having learned the date the adoption is to occur; (b) the notice indicates the expected date of return from leave; and (c) only one spouse of two married employees of the Board may this unpaid leave at any one time.

    a. this leave may be taken without jeopardy to re-employment, retirement, salary and fringe benefits, tenure, and seniority rights. An employee returning from adoption leave shall be given either the original position if it exists or, if it does not exist, a position comparable to the one left for which the employee holds a valid license.

F. <u>Legal Leave</u>

1. Court leave with pay shall be granted to employees for the time necessary to make subpoenaed appearance(s) in any court proceeding resulting from activities relating to the employee's employment with the School Corporation.

2. An employee may serve as a member of a jury in response to a summons for jury duty. An employee so serving shall pay all jury earnings to the School Corporation within ninety (90) days of the completion of said service.
   Parking fees, room, meals, and the school approved mileage may be deducted from these earnings upon the filing of a signed statement of actual expense.

3. An employee subpoenaed to give testimony before a judicial or governmental administrative tribunal (except to give testimony for an alleged personal violation of the law or when named a party to a lawsuit neither of which is related to the employee's professional responsibilities) shall receive compensation as in F.2 above, upon showing evidence of performance.

G. Personal Injury Leave

1. Absence of an employee due to injury and/or disability resulting from an assault by a student, parent of a student or legal guardian of a student, shall not be charged against the employee's personal illness leave if the employee was properly discharging his/her duties at the time of the assault, or if the assault was a result of the victim's status as an employee.

   During the period of absence, the employee's salary and benefits shall continue in full to a maximum of ninety (90) days without reduction in accumulated sick leave. As Workers' Compensation benefits are paid during the ninety (90) day period, the employee shall return that portion of the benefits allotted for salary.

2. An employee, who is absent from work due to an illness or injury which is covered by Workers' Compensation, shall receive full compensation and benefits for a maximum of ninety (90) days without reduction in accumulated sick leave. As the employee begins receiving Workers' Compensation, the employee shall return that portion of the benefits allotted for salary.

ARTICLE XI
Unpaid Leaves

Unpaid leaves may be taken without jeopardy to re-employment, retirement, salary and fringe benefits, tenure and seniority rights. An employee returning from this leave shall be given his/her original position if it exists or, if it does not exist, a position comparable to the one left for which the employee holds a valid license.

While on unpaid leave of absence, an employee may continue his/her membership in the health and dental insurance programs if he/she pays the entire premium.

An employee's request for such leave must be filed with the Superintendent or his/her designee at least thirty (30) days prior to the beginning of the period for which such leave is requested, unless the leave is for illness, disability, or extended family illness.

The Superintendent may require proof of illness for leaves requested on the basis of illness or disability or extended family illness.

An employee may be eligible for child care leave only if the employee is the parent of the child to be cared for, has legal custody of the child, and the child is living in the home of the employee.

A. The Board of Education shall grant a leave of absence, without pay, for a period of up to one (1) year to an employee who has completed three (3) years in Carmel Clay Schools, for the following:

1. illness or disability,
2. child care,
4. elder care or extended family illness,
5. educational advancement or professional improvement, or
6. personal reasons which need only be presented to the Superintendent for his/her endorsement.

B. Elective Office Leave

An employee who runs for elective office must take a leave of absence without pay for the period of campaigning and, if elected, the term of office, if, in the opinion of the Superintendent, the campaigning and/or holding of such office interferes with the performance of the employee's responsibilities. If the employee disputes the Superintendent's determination in this regard, the employee may petition the School Board for reconsideration. The employee must notify the Superintendent or his/her designee at least thirty (30) days prior to the commencement of such leave; the employee's return from such leave must coincide with the start of a semester.

ARTICLE XII
Contract Days / Vacation Days / Holidays

A.

Work Days	Vacation Days	Holidays	Contract Days	Contract Dates
223	25	12	260	July 1 – June 30

Superintendent	Benefits Specialist
Associate Superintendent	Community Relations Coordinator
Assistant Superintendent	Dietitian
Director/Assistant Director	Administrative Assistant (Transportation)
Supervisor/Assistant Supervisor	Database/Network Administrator
Coordinator/Assistant Coordinator	SAN/Server/Backup Specialist
Principal	Training and Data Specialist
Associate Principal/Assistant Principal	Wireless Network Infrastructure Specialist
HS Athletic Director/Assistant Athletic Director	Maintenance Foreman

* Superintendent, Associate Superintendent, Assistant Superintendent and Carmel High School Principal may receive payment for unused vacation days for up to 10 days per year.

B.

Work Days	Contract Days
205	205
Middle School Athletic Directors	
Middle School Assistant Principals (10 mo)	

C.

Work Days	Contract Days
195	195
Elementary Assistant Principals	
Carmel Learning Center Director	
Case Conference Coordinator	

D. Unused Vacation Days

A maximum of five (5) vacation days may be carried over to the next school year.

ARTICLE XIII
Carmel Clay Schools' Retirement Compensation

A. Buy Out of Retirement Compensation

1. This Section A applies only to employees under Article I employed or on an approved leave on August 1, 2003, and only to employees who will be at least fifty-four years old and will become eligible to retire according to ISTRF or PERF on or before June 30, 2018.

2. The present value of each eligible employee's retirement compensation as of June 30, 2003 shall be calculated using assumptions set forth below based on *(i)* actual sick leave as of June 30, 2003 plus projected sick leave to earliest retirement date, and in no event more than 75% of the employee's contracted work days; *(ii)* projected years of service with Carmel Clay Schools at earliest retirement date; *(iii)* earliest retirement will be after meeting all of the following (a) completion of 15 or more years of experience as recognized by ISTRF or PERF or other relevant experience as determined by the Superintendent at the time of the employee's retirement (the Superintendent's determination of relevant experience shall be final); (b) employment in a certificated or employee position with Carmel Clay Schools for the complete 10 consecutive years preceding retirement; and (c) eligibility for ISTRF or PERF retirement, which is the earlier of at least age 65 plus at least 10 years of service, at least age 60 plus at least 15 years of service, or at least age 55 with age plus years of service equal to at least 85. An employee whose buyout percentage for accumulated sick leave would have increased under the prior

plan by June 30, 2004, will receive the additional percentage of accumulated sick leave, if the employee is still employed as an employee by the Carmel Clay Schools through the 2003-2004 school year.

3. The present value amount will be deposited into a 401(a) plan account for the given employee. Calculations to determine the present value amount shall assume (a) that the sick leave days will buy out at the given employee's per diem rate at retirement reflective of a 3% annual growth in salary; (b) that the account will earn an annual rate of return of 7%; (c) that the value shall not

   include the equivalent of the employer's FICA contribution but will include the equivalent of the employee's FICA contribution as each would have applied if the value were not paid into a tax deferred plan account; and (d) that the value shall not include the equivalent of the employer's and employee's ISTRF contributions as each would have applied if the value were not paid into a tax deferred plan account.

4. Immediately following the buyout, all affected employees will retain accumulated sick leave in excess of the number of days bought out, if any, and all employees will continue to accrue sick leave in accordance with sick leave provisions in the Benefit Schedule E (Formerly Administrators' Benefit Program) booklet.

5. The given employee's 401(a) account shall vest once the employee has met all of the following: (a) completion of 15 or more years of experience as recognized by ISTRF or PERF or other relevant experience as determined by the Superintendent at the time of the administrator's retirement (the Superintendent's determination of relevant experience shall be final), (b) employment at Carmel Clay Schools in a certificated or administrative position for the complete 10 consecutive years preceding retirement, and (c) attainment of age 50. An employee's bought out sick leave days will be restored in the event the employee separates from employment prior to meeting all the vesting requirements and, thus, forfeits his/her claim to his/her 401(a) account.

B. <u>401(a) Plan Account</u>

1. Eligibility

   Available only to employees hired after July 1, 2003 or who did not receive a buy out of their accumulated sick leave days in 2003.

   Each employee will receive a contribution equal to 3% of his/her annual compensation into a 401(a) plan account for that employee. Contributions will be made within two weeks of the end of each payroll period. This account will vest after the employee has been employed at Carmel Clay Schools for no less than ten years.

C. <u>VEBA Trust Account</u>

1. Eligibility

Available only to employees employed after July 1, 2003 or those who did not qualify for the previous Early Retirement Incentive Program in effect on July 1, 2003.

An individual VEBA Trust Account will be established for each employee. Carmel Clay Schools will deposit an amount equal to 1% of the employee's annual compensation into the employee's trust account within two weeks of the end of each pay period. Employees will not vest in this program until the earlier of their retirement under Indiana State Teachers' Retirement Fund or Public Employees' Retirement Fund, or their completion of twenty-five years of contracted employment in a certificated position in Carmel Clay Schools, with years of employment counting whether the given employee was in a paid or unpaid status. To be eligible for the retirement compensation, the employee must submit a letter of resignation to the Superintendent not later than 90 days prior to the date of retirement. This requirement may be waived by the Superintendent.

In the event of the death of an employee, his/her retirement compensation will be calculated as stated above and will be paid to the designated beneficiary as filed with the Indiana State Teachers' Retirement Fund or the Public Employees' Retirement Fund of Indiana, or to the employee's estate should there be no beneficiary.

ARTICLE XIV
Early Retirement Incentive Plan

A. Eligibility

To be eligible for the Early Retirement Plan, an employee:

1. must have been employed on July 1, 2003 and must have been projected, as of July 1, 2003, to reach the Teacher Retirement Fund/Public Employees Retirement Fund Rule of 85 (Experience credit shall include relevant non-PERF experience as approved by the Superintendent) by no later than June 30, 2023.

2. must have been employed by Carmel Clay Schools for the complete 10 consecutive school years immediately preceding the effective date of his/her retirement.

3. may apply for the Early Retirement Incentive Plan as early as the beginning of the contracted school year (July 1 – June 30) during which he/she meets the corresponding age eligibility requirement (Rule of 85) for the Indiana State Teachers' Retirement Fund or the Public Employees' Retirement Fund or any time thereafter.

4. must submit a letter of resignation to the Superintendent, not later than ninety (90) calendar days prior to the date of retirement. This requirement may be waived by the Superintendent.

B. Benefits

1. An employee shall be eligible to remain on the Carmel Clay Schools' health, vision and dental plan until he/she is eligible for Medicare benefits or until the death of the employee. The Board shall pay 100% of the premiums to maintain the same type of coverage (i.e., single or family) the employee had at the time of retirement.

2. Employees may enroll in the medical, dental, and vision plan or change their enrollment status within thirty-one (31) days prior to retirement with the change to be effective on the date of retirement.

3. The insurance benefit ends upon death of the employee or when the employee becomes eligible for Medicare. However, a retired employee's spouse may continue participation in the Corporation's insurance plan(s) subject to the following:

    a. until the spouse becomes eligible for Medicare benefits

    b. the spouse pays 102% of the premium(s)

    c. in the event the spouse was a Carmel Clay Schools employee who qualified for the Early Retirement Incentive Plan, the Board will pay 100% of the premiums until he/she is eligible for Medicare benefits, or until the death of the spouse.

4. Employees who choose to retire under the Early Retirement Incentive Plan will be fully vested with these benefits regardless of any future contract negotiations.

ARTICLE XV
Health/Vision, Dental and Life Insurance After Retirement or Disability

A. Any retired or disabled employee identified in Article I may elect to continue district-approved health, dental (including those family members covered at the time of retirement) and life insurance plans by paying the annual premium, providing the following requirements are met:

1. be at least fifty (50) years of age and eligible to receive appropriate benefits under provisions of the Indiana State Teachers' Retirement Fund or the Public Employees' Retirement Fund of Indiana, at the time of retirement,

2. AND have been employed by the Carmel Clay Schools Board of Education for the preceding ten (10) complete, consecutive years,

3. AND have acquired fifteen (15) or more years of experience as recognized by the Indiana State Teachers' Retirement Fund or the Public Employees' Retirement Fund of Indiana or other relevant experience as determined by the

Superintendent, at the time of his/her retirement. The Superintendent's determination of relevant experience shall be final.

General Terms:

a. The Carmel Clay Schools Board will make no premium contributions.

b. The employee may continue coverage of health/dental insurance (including those family members covered at the time) until Medicare eligible.

c. Disability must be verified by a physician approved by the Board of Education.

d. If the employee is Medicare eligible at the time of retirement, becomes eligible after retirement or upon the death of the employee, the spouse and dependents may continue coverage as follows:

1) Until the spouse becomes eligible for Medicare or remarries

2) Until the covered dependent is no longer eligible per the insurance policy

4. The payment of premiums must be submitted to the benefits office, by the 1st of each month. Coverage will be terminated if any payment is 30 days past due.