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

ARTICLE I
Positions Covered

Department Chairperson – High School
Department Chairperson – Middle School

ARTICLE II
Insurance

A. Group Hospital, Medical, Dental and Vision

1. Department Chairs 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 Department Chairs 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).

B. Life Insurance

The Board will provide term life insurance in the amount of two (2) times the Department Chair's annual salary (calculation based on salary rounded to nearest thousand, times two). Each Department Chair will pay $1.00 per year for this coverage.

C. L.T.D. Insurance

The Board of Education will provide long-term disability insurance for each Department Chair. The amount of disability benefits will equal 66 2/3% of the Department Chair's monthly salary beginning on the 91st day of such disability. Each Department Chair 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. A Department Chair 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. A Department Chair 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 reimburse the Department Chair for registration fees, travel expense 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 Department Chair to attend an educational conference or school visitation at the Department Chair'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 the Indiana State Teachers' Retirement Fund.

ARTICLE V
Matching 403(b) Plan

Department Chairs employed as a Department Chair 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

The Board will provide a 457(b) Deferred Compensation Plan.

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 Department Chairs.

ARTICLE VIII
Paid Leaves

Paid leaves may be taken without jeopardy to re-employment, retirement, salary and fringe benefits, tenure and seniority rights. A Department Chair 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 Department Chair holds a valid license.

A. Sick Leave

Each Department Chair will receive eight (8) personal illness days per year. Exception: Any Department Chair new to the Corporation will receive ten (10) days his/her first year as per Indiana Code, and eight (8) each year thereafter.

If in any one (1) year the Department Chair 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 the previous Indiana school district in which the employee taught or was a Department Chair 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 Department Chair may apply for a maximum of ten (10) family illness days annually. The days utilized will be subtracted from accumulated personal illness days. In the case of a catastrophic illness of a family member, a Department Chair 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. A Department Chair 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 Department Chair. 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 Department Chair 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, a therapist 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 by the Superintendent.

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 Department Chair 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 a Department Chair is named executor/executrix of an estate, the Department Chair 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 Department Chair 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 Department Chair 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 case of a medical emergency caused by pregnancy, the Department Chair 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 a Department Chair because of a temporary disability caused by pregnancy may be charged to her available sick leave, a Department Chair 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 Department Chair may be absent without pay, subject to Section E.1 of this Article.

3. When a child is born to the wife of a Department Chair, the Department Chair 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. Legal leave

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

2. A Department Chair may serve as a member of a jury in response to a summons for jury duty. A Department Chair 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. A Department Chair 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 Department Chair's professional responsibilities) shall receive compensation as in F.2 above, upon showing evidence of performance.

G. Personal Injury Leave

1. Absence of a Department Chair 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 Department Chair's personal illness leave if the Department Chair 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 a Department Chair.

   During the period of absence, the Department Chair'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 Department Chair shall return that portion of the benefits allotted for salary.

2. A Department Chair, 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 Department Chair begins receiving Workers' Compensation, the Department Chair shall return that portion of the benefits allotted for salary.

ARTICLE IX
Unpaid Leaves

Unpaid leaves may be taken without jeopardy to re-employment, retirement, salary and fringe benefits, tenure and seniority rights. A Department Chair 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 Department Chair holds a valid license.

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

A Department Chair'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.

A Department Chair may be eligible for child care leave only if the Department Chair 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 Department Chair.

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

   a. illness or disability,
   b. child care,
   c. elder care or extended family illness,

d. educational advancement or professional improvement, or
e. personal reasons which need only be presented to the Superintendent for his/her endorsement.

B. Elective Office Leave

A Department Chair 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 Department's Chair responsibilities. If the Department Chair disputes the Superintendent's determination in this regard, the Department Chair may petition the School Board for reconsideration. The Department Chair must notify the Superintendent or his/her designee at least thirty (30) days prior to the commencement
of such leave; the Department Chair's return from such leave must coincide with the start of a semester.

ARTICLE X
Contract Salary

A. The Department Chair stipend includes two (2) additional days' work. All additional days (over 187) are paid at the Department Chair's daily rate, calculated on base salary divided by 185.

B. Daily rate for Department Chairs will be computed by dividing the annual Department Chair salary, less any extra-curricular activities, by the number of contracted work days.

ARTICLE XI
Carmel Clay Schools' Retirement Compensation

A. Buy Out of Retirement Compensation

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

2. The present value of each eligible department chair'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 department chair'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 ISTRF service; (b) employment in a certificated position with Carmel Clay Schools for the complete 10 consecutive years

preceding retirement; and (c) eligibility for ISTRF 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. A department chair 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 department chair is still employed as a department chair 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 department chair. Calculations to determine the present value amount shall assume (a) that the sick leave days will buy out at the given department chair'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 buy out, all affected department chairs will retain accumulated sick leave in excess of the number of days bought out, if any, and all department chairs will continue to accrue sick leave in accordance with sick leave provisions in the Department Chairs' Benefit Program booklet.

5. The given department chair's 401(a) account shall vest once the department chair has met all of the following: (a) completion of 15 or more years of ISTRF service, (b) employment at Carmel Clay Schools in a certificated position for the complete 10 consecutive years preceding retirement, and (c) attainment of age 50. A department chair's bought out sick leave days will be restored in the event the department chair 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 department chairs hired after July 1, 2003 or who did not receive a buy out of their accumulated sick leave days in 2003.

Each Department Chair will receive a contribution equal to 3% of his/her annual compensation into a 401(a) plan account for that Department Chair. Contributions will be made within two weeks of the end of each payroll period. This account will vest after

the Department Chair has been employed at Carmel Clay Schools for no less than ten years.

C. VEBA Trust Account

1. Eligibility

Available only to Department Chairs 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 Department Chair. Carmel Clay Schools will deposit an amount equal to one percent of the Department Chair's annual compensation into the Department Chair's trust account within two weeks of the end of each pay period. Department Chairs 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 Department Chair was in a paid or unpaid status.

To be eligible for the retirement compensation, the Department Chair 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.

In the event of the death of a Department Chair, 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 to the Department Chair's estate should there be no beneficiary.

ARTICLE XII
Early Retirement Incentive Plan

A. Eligibility

To be eligible for the Early Retirement Plan, a Department Chair:

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 retire within five (5) years after meeting eligibility requirements for the Indiana State Teachers' Retirement Fund.

5. 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. A Department Chair 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 Department Chair. The Board shall pay 100% of the premiums to maintain the same type of coverage (i.e., single or family) the Department Chair had at the time of retirement.

2. The insurance benefit ends upon death of the Department Chair or when the Department Chair becomes eligible for Medicare. However, a retired Department Chair'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.

3. 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 XIII
Health/Vision, Dental and Life Insurance After Retirement or Disability

A. Any retired or disabled Department Chair of Carmel Clay Schools 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 Teacher's Retirement Fund, 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.

General Terms:

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

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

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

d. If the Department Chair is Medicare eligible at the time of retirement, becomes eligible after retirement or upon the death of the Department Chair, 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

d. 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.