

# **SCHEDULE C**

## **CARMEL CLAY SCHOOLS BENEFITS**

### **ARTICLE I**

#### **Positions Covered**

Assistant Cafeteria Manager  
Cafeteria Assistant  
Cafeteria Manager  
Catering Assistant  
Catering Manager  
Certified Occupational Assistants and Physical Therapy Assistants  
Educational Interpreter  
Edu-Care Lead Teacher  
215-Day Administrative Assistant  
\*Grandfathered Building IA  
\*Grandfathered FAP IA  
\*Grandfathered Job Coach  
\*Grandfathered SpEd Resource IA

### **ARTICLE II**

#### **Probationary Period**

Employees will not receive any paid days off for the first 60 days of employment.  
Employees are not eligible for any insured benefits until the first of the month following 60 days of employment.

### **ARTICLE III**

#### **Benefits**

##### **A. Eligibility**

An employee must work a minimum of 1500 hours per year to be eligible for insurance benefits with the exception of Educational Interpreters who must work a minimum of 1100 hours per year and Cafeteria Managers, Assistant Cafeteria Manager and Caterer who must work a minimum of 1350 hours per year. An employee may enroll in health/vision/dental insurance benefits the first of the month, following 60 days of employment.

##### **B. Medical/Dental/Vision Insurance**

The District offers three insurance plans for eligible employees.

Single Plan	CCS pays an amount equal to 80% of the Standard Plan
Employee/child(ren)	CCS pays an amount equal to 65% of the Standard Plan
Employee/spouse	CCS pays an amount equal to 65% of the Standard Plan
Family	CCS pays an amount equal to 65% of the Standard Plan
*Employee/Spouse	CCS pays an amount equal to 72% of the Standard Plan
*Family	CCS pays an amount equal to 72% of the Standard Plan

\*Applies if husband and wife are employed by Carmel Clay Schools and both are eligible for benefits.

C. Income Protection  
Short Term Disability (STD)

Carmel Clay Schools will pay all but one dollar (\$1.00) for a short term disability policy.

Long Term Disability (LTD)

Carmel Clay Schools will pay all but one dollar (\$1.00) for a long term disability policy.

D. Group Life Insurance

Term group life insurance in the amount of \$30,000 will be provided for each employee. Carmel Clay Schools will pay all but one dollar (\$1.00) per year of the premium for such insurance. At age 70 and again at age 75, the policy shall be reduced.

**ARTICLE IV**  
**Retirement**

Effective 2/4/13 Carmel Clay Schools will no longer contribute to a 401(a) plan for employees.

A. Employees hired prior to June 30, 2003

1. Employees hired before June 30, 2003 and who received the buyout of accumulated sick leave will vest in their 401(a) account after they have been employed at Carmel Clay Schools for ten or more years at the time of their retirement and are eligible to receive appropriate benefits under the provision of the Public Employees Retirement Fund (PERF).
2. In the event of the death or total disability of any support staff, his/her retirement account shall be considered vested and will be provided to the employee, or the employee's designated beneficiary as filed with the Public Employee's Retirement Fund, or to the employee's estate, should there be no beneficiary.
3. To be eligible for retirement compensation, the employee must notify the Superintendent or his/her designee in writing not later than 60 days prior to his/her intent to retire. The Superintendent, at his/her discretion, may waive the notification requirement.

B. Employees hired after June 30, 2003 not receiving buyout

1. Employees hired after June 30, 2003 or employees who did not receive the buyout will vest in their 401(a) account once the employee has been employed at Carmel Clay Schools for 10 or more years.
2. In the event of the death or total disability of any support staff, his/her retirement account shall be considered vested and will be provided to the employee, or the employee's designated beneficiary as filed with the Public Employee's Retirement Fund, or to the employee's estate, should there be no beneficiary.
3. To be eligible for retirement compensation, the employee must notify the Superintendent or his/her designee in writing not later than 60 days prior to his/her intent to retire. The Superintendent, at his/her discretion, may waive the notification requirement.

- C. An employee may elect to continue the District-approved Health and Dental (for those family members covered at the time of retirement) and Life Insurance Plans, to the extent allowable under the applicable insurance contract, by paying the total premium.

General Terms:

- a. The employee must be at least 50 years of age;
- b. have completed at least 15 years of participation in the Public Employees' Retirement Fund (PERF); and
- c. have completed 10 years of creditable employment with a public employer immediately preceding the retirement date.
- d. The retired employee's coverage ends upon eligibility for Medicare. When the retired employee's coverage ends, coverage for the employee's spouse and dependents will continue under COBRA regulations.

**ARTICLE V**  
**Public Employees' Retirement Fund (PERF)**

Employees eligible for benefits shall participate in PERF. The employee's contribution is 3% of gross salary and is paid by the employee.

**ARTICLE VI**  
**Section 125**

Employees working a minimum of 17.5 hours a week are eligible to participate in the benefits provided by Section 125 of the Revenue Act of 1978.

**ARTICLE VII**  
**Tax Deferred Annuities**

All employees are eligible to participate in our 403(b) programs.

**ARTICLE VIII**  
**Voluntary/Supplemental Policies**

Employees working a minimum of 17.5 hours a week are eligible to participate in various supplemental policies. Including but not limited to life, cancer, accident, short term disability, etc. These policies may also be available for spouses and dependents.

**ARTICLE IX**  
**School Closings**

If school is closed, the employee will not work, but will be paid if the day will not be made up. If the day is scheduled to be made up, the employee will work on the makeup day and will be paid at that time.

**ARTICLE X**  
**Paid Leaves**

Annual allotment of paid leave days will be made the first day of school. Allocated paid leave days will be prorated to the last day of school for all new employees.

Employees are expected to have all absences covered by appropriate leave days. The use of docked days (days without pay) is not permitted. The employee may be subject to disciplinary action up to and including termination for the use of docked days.

**A. Personal Illness/Family Illness**

Each employee may be absent from work up to five (5) days annually without loss of compensation for Personal Illness/Family Illness. Unused Personal Illness/Family Illness days will accumulate and may be used in subsequent years. An employee may use up to 10 Family Illness days annually. In the case of a catastrophic illness of a family member an employee may request the use of additional accumulated Personal Illness/Family Illness days.

**B. Personal Business**

Each employee may be absent from work for Personal Business up to two (2) days annually, without loss of compensation. Unused days will be added to the accumulation of Personal Illness/Family Illness days at the end of each year.

Personal Business Days used the day before or the day after a holiday or school vacation will be charged at the rate of two for one day used.

**C. Vacation**

Each Employee will receive five (5) days of annual, paid vacation. An employee may carry over up to five (5) vacation days annually.

**D. Bereavement Leave**

1. The employee may be absent from work for up to five (5) work days for immediate family. The days do not need to be taken consecutively. These days will be granted with full compensation. If more than one 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 employee's home as his/her permanent residence.
2. In case of death of any uncle, aunt, first cousin, niece, nephew, or close friend the employee may be absent one (1) day without loss of compensation on the day of the funeral. Two (2) additional travel days may be added upon request.
3. In case of death of a co-worker or a student, arrangements to attend the bereavement services will be determined by the Superintendent's designee.
4. Under unusual circumstances the Superintendent may in a particular instance extend the maximum allowance of bereavement days.

**E. Executor/Executrix Leave**

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

**F. Jury Duty**

Jury duty leave with pay will be granted to employees during the time they are absent for such duty. An employee shall pay all jury earnings to the School Corporation within 90 days of the completion of said service. Parking fees, room, meals, and the school approved mileage rate, may be deducted from these earnings upon filing of a signed statement of actual expense. An employee shall not receive more than her/his regular daily rate of pay, excluding incurred expenses.

## **ARTICLE XI**

### **Extended Leaves of Absence**

#### **A. Maternity Leave**

Any employee who is pregnant and is determined to be temporarily disabled by her doctor may use her available leave days during her pregnancy or upon the birth of her child, and extending until her doctor certifies that she is able to return to work.

#### **B. Adoption Leave**

1. When an employee adopts a child, before or after the adoption s/he may use up to thirty (30) of his/her sick days for adoption related activities. Two married employees of the board will be limited to a total of forty (40) days per couple.

#### **C. Miscellaneous Unpaid Leaves**

An employee may be granted an unpaid leave of absence not to exceed 90 calendar days, provided such leave is for one of the following reasons: educational advancement, professional improvement, child care, child rearing or elder care, personal illness or disability, or extended family illness. -The following shall apply:

1. An employee's request for such leave must be filed with the Superintendent or his/her designee at least 30 days prior to the beginning of such leave.
2. For leaves requested on the basis of illness, disability or extended family illness, the Superintendent may require proof of illness.

#### **D. Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons or military family leave. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over the previous twelve (12) months. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances. Employees are required to use all applicable benefit days concurrent with FMLA. Contact the Director of Human Resources for information on the Family and Medical Leave Policy.

#### **E. Religious Observances**

Employees requesting leave for religious observances may elect to take these days in full or half day increments as:

- Paid days off using personal business days
- Approved docked days

A leave for religious observances, regardless of how the employee chooses to charge the day, will not impact the receipt of an attendance incentive bonus for those employees that are eligible.

Reasonable accommodations are made for the needs of the employees requesting time off for religious observances. Whether using paid time off or approved docked time, such requests should be made in sufficient time prior to the observance to permit the building / location to address optional needs and ensure that proper coverage is obtained.

**ARTICLE XII**  
**Attendance Incentive Program**

- A 10 month employee hired prior to September 1, who uses no more than a total of one (1) Personal Illness/Family Illness or Personal Business day between July 1 and December 31 will receive \$300.
- A 10 month employee hired prior to February 1, who uses no more than a total of one (1) Personal Illness/Family Illness or Personal Business day between January 1 and June 30 will receive \$300.
- A 10 month employee hired prior to September 1, who uses no more than a total of two (2) Personal Illness/Family Illness or Personal Business days between July 1 and December 31 will receive \$150.
- A 10 month employee hired prior to February 1, who uses no more than a total of two (2) Personal Illness/Family Illness or Personal Business days between January 1 and June 30 will receive \$150.
- A 10 month employee who resigns or is terminated prior to December 1 will not qualify for the July-December bonus.
- A 10 month employee who resigns or is terminated prior to May 1 will not qualify for the January-June bonus.
- An employee who receives the benefits of the Short Term or Long Term Disability policies will not qualify for the Incentive Program.