

Master Contract

Between

The Board of School Trustees

of the

Middlebury Community Schools

and the

Middlebury Teachers' Association

2025-27

adopted by the School Board

October 14, 2025

Middlebury Community Schools

56853 Northridge Drive

Middlebury, IN 46540

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ARTICLE 1 RECOGNITION

1.1 The Board hereby recognizes the Middlebury Teachers' Association as the exclusive representative of all teachers in the school corporation.

1.2 The term full time shall also refer to certificated employees holding a regular or temporary contract that are in positions, which require less than the usual classroom time.

1.3 The term Teacher shall refer to all certified employees as defined in the unit certification language herein:

1.3.1 All full time certificated employees of the Middlebury Community Schools, excluding the superintendent, assistant superintendents, principals, assistant principals, director of federal programs, athletic director, head varsity boys basketball coach, head varsity girls basketball coach, head football coach, director of special education, certified directors, speech language pathologists, and all confidential employees including, but not limited to, the Northridge High School guidance director.

ARTICLE 2 DEFINITIONS

2.1 As used in this Agreement:

2.1.1 "Employer" shall mean the governing body of the Middlebury Community School Corporation and any person or persons authorized to act for the governing body of the Employer in dealing with its employees.

2.1.2 "Employee" shall mean any full-time certificated person in the employment of the school employer and in the bargaining unit as defined in ARTICLE I.

2.1.3 "Board" shall mean the Board of School Trustees of the Middlebury Community School Corporation.

2.1.4 "Association" shall mean the Middlebury Teachers' Association (MTA).

2.1.5 "School Corporation" shall mean the Middlebury Community Schools of the County of Elkhart of the State of Indiana.

ARTICLE 3 UNTITLED

3.1 Association Leave. The MTA President or his designee will be allowed four (4) days of paid leave to conduct association business. The building principal and superintendent shall be notified in writing at least 24 hours in advance of such leave.

3.2 Duty Free Lunch Period. Teachers shall have a duty-free lunch period of at least 30 consecutive minutes each day. This provision was not bargained, but is included to reflect the current statutory requirement.

ARTICLE 4 INSURANCE

4.1 General Liability. The Board of Education shall continue to maintain its present level of blanket liability insurance so as to provide protection for employees acting in an agency relationship as per the present policy of insurance.

4.2 Health Insurance.

4.2.1 This section (4.2.1) shall apply only to teachers hired prior to January 1, 2006. The Board agrees for all teachers covered by this Section (4.2.1) to pay all but \$1.00 toward a single hospitalization and major medical policy [effective 2007-2008 school year, the Board single plan premium contribution will be 80% (eighty per cent)], or 70% (seventy per cent) of a teacher & spouse, teacher & children, or family plan premium for all teachers - except those teachers employed for the first time after September 1, 1984 as half-time teacher (.5) or less, for whom the contribution will be fifty percent (50%). This contribution is made for each regular employee who is a member of the group hospitalization and major medical insurance program approved by the Board.

4.2.2 This section (4.2.2) shall apply to teachers hired on or after January 1, 2006. For the teachers covered by this Section 4.2.2 the Board agrees to pay 60% (sixty percent) toward both single and family hospitalization and major medical policy. Any half time or less certified employees will have 50% of their premium paid by the Board.

4.2.3 *Married Spouses and Insurance.* This section (4.2.3) shall only apply to the 2025-2026 and 2026-2027 school years. In the event that both spouses are employed by Middlebury Community Schools and were married and hired before January 1, 2016, the Board's contribution will be all but \$3,420.75 of the total premium toward a family plan. Each teacher must contribute a minimum of \$1.00 toward the plan. Upon plan renewal on January 1, 2026, the increase in the employee's contribution is based on 40% of the dollar amount of the increase to the family plan total premium. Upon plan renewal on January 1, 2027, the increase in the employee's contribution is based on 40% of the dollar amount of the increase to the family plan total premium.

4.3 Insurance benefits for new teachers will become effective on the first day of the first month following the teacher's employment.

4.4 Income Protection. Each individual may elect to be covered with a long-term disability income protection insurance plan which provides up to fifty percent (50%) of the individual's contracted salary after sixty (60) days of disablement as per the terms and conditions of the present policy of insurance. Each individual must contribute \$1.00 toward the premium.

4.5 Life Insurance. Each contract teacher shall be covered by a term life insurance program paid for by the Board that provides a minimum death benefit of \$50,000, double for accidental death. Each individual must contribute \$1.00 toward the premium.

4.6 Dental Insurance. The Board will pay \$150 per teacher each year toward the cost of an individual premium or \$250 per teacher each year toward the cost of a family premium for such policy.

4.7 Salary Reduction. The Board agrees to provide a section 125 flexible benefit plan.

ARTICLE 5 RETIREMENT/SEVERANCE BENEFIT

5.1 This section applies only to teachers hired prior to the 2002-2003 school year whose retirement begins after June 30, 2003. In order to qualify for "retirement pay" benefits under this section (other than the benefit under subsection 5.1.11), a teacher must meet all of the following requirements:

5.1.1 Be fifty-five (55) years of age and have completed a minimum of ten (10) consecutive years of service in the Middlebury Community Schools immediately preceding retirement, or be sixty (60) years of age and have completed a minimum of eight (8) consecutive years of service in the Middlebury Community Schools immediately preceding retirement; and be ineligible to enroll in the insurance program established by part A of the Medicare Act; and

5.1.2 Notify the Superintendent in writing by June 30 of the year prior to the year of retirement. The deadline to rescind a retirement notice is December 31.

5.1.3 For retirement benefit purposes only, "leaves of absence" approved by the Board of School Trustees shall not be considered an interruption of consecutive service in the Middlebury Community Schools. Years of service prior to an interruption in service will count toward a retirement pay benefit if the break in service is less than or equal to the service prior to the break.

5.1.4 In the event that an eligible teacher is unable to give timely notice of retirement as required and is forced to retire as a result of ill health, accident or other unforeseen events not the fault of and beyond the control of the teacher, the requirement of written notice of retirement may be waived by the Board on the recommendation of the Superintendent.

5.1.5 Teachers shall receive a retirement pay benefit of one day's pay based on the teacher's base salary, utilizing the salary schedule in effect for the 2001-2002 school year, for each year of consecutive service in the Middlebury Community Schools. The maximum allowed by the Teacher Retirement Fund of Indiana for severance/retirement contribution will be pro-rated over the final 10 pays except in case of emergency retirement as defined in 5.1.4. This payment will be made to the eligible teacher's individual 403(b) post retirement account.

5.1.6 In the event of the death of an employee who is eligible for benefits under section 5.1.1 the benefits, including 5.1.5, will be paid to the beneficiary identified by the employee or, if none, to the employee's estate. It is the understanding of the parties that, under IRS rules, a 401(a) account can become part of an employee's estate and a 501(c)(9) account can only be used by the employee and his or her eligible IRS dependents.

5.1.7 For “retirement pay option” purposes only, “leaves of absence” approved by the Board of School Trustees shall not be considered an interruption of consecutive service in the Middlebury Community Schools.

5.1.8 The retiring employee will also be eligible to purchase, at his/her own expense, a \$50,000 term life insurance policy each year until he/she becomes eligible for Part A of the Medicare Act.

5.1.9 It will be the sole responsibility of the retired employee to notify the Superintendent’s Office between August 1 and September 1 of each year if he/she intends to continue medical, dental, or term life insurance selected at the time of retirement.

5.1.10 Qualified employees will receive benefit in September.

5.1.11 A section 401(a) retirement plan and a section 501(c)(9) or other appropriate post-employment health plan will be established for teachers hired prior to the 2002-2003 school year, to be funded with a one-time contribution. The plans will provide for vesting after the age of fifty-five (55) years and ten (10) consecutive years of service in the Middlebury Community Schools, or after the age of sixty (60) years and eight (8) consecutive years of service in the Middlebury Community Schools; teachers will be given credit for consecutive years of service in the Middlebury Community Schools immediately prior to the establishment of the plan for vesting purposes. The parties acknowledge that the purpose of establishing the 401(a) retirement plan and the 501(c)(9) post-employment health plans is to convert the previously existing unfunded severance benefit to a funded benefit. The intent of the parties is to achieve this purpose by funding the 401(a) and the 501(c)(9) plans with a one-time contribution by the Board based on the fiscal and actuarial assumptions as agreed to by the Board and the Association.

5.1.12 Commencing with the 2002-2003 school year, a post-retirement (403)(b) plan will be made available to all certified staff.

5.2 Section 401(a) retirement plan and a Section 501(c)(9) or other post-employment health plan will be established for the benefit of all teachers commencing with the 2002-2003 school year, but excluding any teacher who retires prior to the end of the 2002-03 school year.

5.2.1 Middlebury Community School Corporation will contribute 1% of each regular contracted teacher’s gross salary for the 2002-2003 school year and continuing each year thereafter into the VEBA 501(c)(9) plan or other plans agreed to by the board and the association. The amount and allocation of future contributions shall be established from time to time under the Master Contract. As of 2007-2008 school year the annual contribution under the Master Contract is 1% of regular teacher’s gross contract to the VEBA 501(c)(9). Effective 2011-2012 contract year and thereafter the one percent (1%) of regular teacher’s gross contract shall be contributed to 501(c)(9) in the following manner: (a) \$300.00 as “Equal Dollar Funding” contributed to Medical Expense Reimbursement Account, (b) one percent (1%) less \$300.00 as “Variable Rate Funding” contributed to Insurance Premium Reimbursement Account.

5.2.2 Certified employees will be vested in the 5.2.1 plan or plans based on the following schedule:

- 20% after completion of six (6) years with Middlebury Community Schools;
- 40% after completion of seven (7) years with Middlebury Community Schools;
- 60% after completion of eight (8) years with Middlebury Community Schools;
- 80% after completion of nine (9) years with Middlebury Community Schools; and
- 100% after completion of ten (10) years of service with Middlebury Community Schools.

5.2.3 For purposes of this section, certified employees will be given credit for consecutive years of service in the Middlebury Community Schools immediately prior to the establishment of the plan for vesting purposes.

5.2.4 Commencing with the 2002-2003 school year, a post-retirement 403(b) plan will be made available to all certified staff.

5.2.5 January 1st of each year will be the date used to determine the basis for the yearly contribution. Yearly contributions will be made between February 15th and March 1st of each year.

5.2.6 This Agreement is contingent upon the successful issuance by the Corporation of general obligation pension bonds. If the Corporation is unable to issue such bonds, this tentative agreement shall terminate and the changes to the Master Contract contemplated by it will be null and void.

5.2.7 The board shall provide each employee the opportunity to participate in a voluntary tax-sheltered 403(b), program, consistent with the 403(b) Plan, adopted by the board and agreed upon by the Association.

ARTICLE 6 LEGAL DUTIES

6.1 For jury duty, each teacher will receive a full day's pay (through a combination of any jury per diem pay and teacher pay). No deduction from leave categories is made.

6.2 Each teacher shall be allowed leave with pay to appear in any court proceedings if such appearance is directly related to his/her job as a teacher as determined by the Board. Such leave shall not be granted to a teacher to pursue legal action against the school corporation.

ARTICLE 7 SICK/FAMILY ILLNESS LEAVE

7.1 Each teacher on his or her first contract with the school corporation receives eleven (11) days of sick/family leave allowance. Each succeeding year a teacher will receive nine (9) days of sick/family leave with a maximum accumulation of 180 days. Sick/family leave accumulation in other Indiana corporations will be credited at ten (10) days per year until all previous accumulation is transferred.

7.1.1 Sick/Family leave may be used for teacher's or teacher's family's illness, medical, or dental appointments. "Family" will be interpreted as husband, wife, child, father, mother, father-in-law, mother-in-law, brother, sister, grandchild, or a member of the immediate household.

7.2 Each teacher shall be given a written accounting of accumulated sick/family leave by October 1 of each school year by being given such account along with his pay schedule.

ARTICLE 8 SICK LEAVE BANK

8.1 Commencing with the 1999-2000 school year each teacher on his or her first and second contract years will donate one (1) sick leave day toward the sick leave bank. These days shall be used for the purpose of providing a bank of days upon which the employee may borrow in cases of extended absence for personal illness or a chronic medical condition which requires specialized treatment by a doctor on a regularly scheduled basis.

8.2 Eligibility and application for the use of the sick leave bank shall be subject to the following conditions and limitations:

8.2.1 That days are available in the bank.

8.2.2 All sick/family leave and personal leave previously accumulated by the individual must be exhausted.

8.2.3 An individual must be absent a minimum of eight (8) consecutive school days prior to receiving loans from the sick leave bank.

8.2.4 Loans awarded shall begin on the second day after exhaustion of all individual sick/family leave and personal leave.

8.2.5 An individual may not borrow from the sick leave bank beyond the date when he/she becomes or could become eligible for long term disability benefits provided by the Board of School Trustees.

8.2.6 An individual may not borrow from the sick leave bank for absences due to self-inflicted disability.

8.2.7 No individual may borrow more than a maximum of 35 days from the bank during a school year.

8.2.8 Teachers on a leave of absence will not be considered to be eligible.

8.2.9 An individual with a chronic medical condition which requires specialized treatment by a doctor on a regularly scheduled basis may make application to the Board for loans from the sick leave bank.

8.2.10 Applications shall be made in writing to the employer and shall be made on a form provided by the Board, signed by a physician licensed to practice medicine, certifying that the teacher is temporarily disabled. "Temporarily disabled" shall mean physical inability to perform all of the duties of the teacher. Such doctor's statement shall also include the nature of the disability, treatment being rendered, treatment schedule if applicable and prognosis for a return to work. Further certification may be required by the employer from time to time.

8.3 Unused bank days shall remain in the bank. If the bank is discontinued, the sick days remaining in the bank will be distributed to the participants with the following restrictions:

8.3.1 No teacher shall be repaid more days from the bank than he/she has contributed to the bank.

8.3.2 The repayment of days may not result in a total accumulation of sick leave days in excess of 180 for any individual teacher.

8.4 Teachers borrowing more days from the Sick Leave Bank than he/she has contributed, shall repay those days at a rate of a minimum of 2 days per year. Teachers voluntarily leaving the employment of Middlebury Community Schools before repayment is complete, shall repay those days either from his/her accumulated sick leave or at his/her employee daily rate per day at the time he/she borrowed from the sick bank.

ARTICLE 9 LEAVES OF ABSENCE

9.1 Personal Business Leave. Four (4) days of paid leave are allowed each year for the transaction of personal business and/or the conduction of personal or civic affairs. Personal business leave days may accumulate to a maximum of seven (7) days including the current year's four (4) personal business leave days. Personal business leave days not used beyond the seven (7) accumulated days will become sick/family illness leave days. Advance notice should be given to the building principal when possible. Personal business days may not be used to extend Christmas vacation or spring vacation.

9.2 Bereavement Leave. In the event of the death of a spouse, child or foster child, parent, or member of the immediate household, ten (10) days of paid leave may be used. An employee may distribute the ten (10) days of leave in whatever manner they choose within twelve (12) months of the initial leave. In the event of the death of other members of the immediate family (grandchildren, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-

law) five (5) days of paid leave may be used. An employee may distribute the five (5) days of leave in whatever manner they choose within twelve (12) months of the initial leave. In case of death of a grandparent, uncle, aunt, first cousin, niece, nephew, brother-in-law, or sister-in-law, two (2) days of paid leave is allowed for funeral attendance. For purposes of this Section 9.2, a miscarriage or stillbirth shall be considered as a death of a child. In the event that an employee is named the executor of a will they will receive an additional five (5) days of paid leave. Within twelve (12) months of the initial leave, an employee may distribute the five (5) days of leave in whatever manner they choose.

9.3 Sabbatical Leave. A one-year leave of absence may be granted to teachers who have a master's degree and 10 years of experience. The leave may be granted for the purpose of engaging in professionally related experiences having a major focus on self-improvement in order to enhance the teacher's opportunity to contribute to the students of the Middlebury Community Schools. Teachers granted leaves shall receive 20% of the base contract salary they would receive for the school year in which the leave is taken. The sum shall be paid during the leave on the regular pay schedule.

9.3.1 Two teachers per year shall be allowed to participate in the sabbatical leave program. Application for leave shall be made to the Superintendent and Board. Applications must be submitted by April 1 for a leave to begin the following school year. Leave shall be approved no later than June 1. After June 1, no changes or substitutions in the personnel granted a leave will be made.

9.3.2 Granting of leaves will be the sole responsibility of the Superintendent and Board.

9.3.3 Before beginning the sabbatical leave the teacher shall enter into a contract to return to active service in Middlebury Community Schools for a period of at least two (2) years. A Teacher who does not fulfill this agreement shall repay the Middlebury Community Schools within two years the amount received during the sabbatical. The repayment section may be waived by the Board.

9.3.4 Teachers on sabbatical leave shall be allowed credit toward retirement for the time spent on such leave in accordance with rules and regulations established by the Indiana State Teachers Retirement Fund.

9.3.5 A teacher upon return from leave, for purposes of assignment, shall be treated as though he had been teaching in his regular assignment rather than on leave.

9.3.6 Upon return from leave the teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the Middlebury Community Schools during the same period of time.

9.4 Ten (10) days of paid leave will be granted for an absence necessitated by the adoption of a child.

ARTICLE 10 GENERAL PROVISIONS GOVERNING LEAVES OF ABSENCE

10.1 Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.

10.2 Teachers returning from leaves of absence shall retain full credit for years of teaching service as accrued prior to the leave. The leave shall not count for tenure purposes.

ARTICLE 11 GRIEVANCE PROCEDURES

11.1 Definitions. A grievance is defined as an alleged violation of a specific article or section of the Agreement. The term “day” shall mean teacher contract day. Should a grievance arise within the last ten (10) contract days; or should a grievance require summer days to resolve, day shall mean weekdays, excluding holidays and weekends. An individual teacher may present his grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this agreement. Grievances will be presented in the following steps.

11.2 Procedures. Informal - Within fifteen (15) days of the time a grievance arises, the teacher either privately or accompanied by his building representative, will present the grievance to his principal during non-teaching hours. Within five (5) days after presentation of the grievance, the principal shall give his answer orally to the teacher.

Step One

11.2.1 Within five (5) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the principal on the form provided in Appendix C of this Agreement.

11.2.2 The “Statement of Grievance” shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested.

11.2.3 Within five (5) days after receiving the grievance the principal shall communicate his answer in writing to the grievant and the building representative.

Step Two

11.2.4 If the grievance is not resolved in Step One, the grievant may, within ten (10) days of receipt of the principal’s answer, submit to the superintendent a written “Statement of Grievance” signed by the grievant. A copy shall be given to the principal involved at the same time.

11.2.5 The superintendent or his designated representative shall give the Association representative and the grievant an answer in writing no later than ten (10) days after

receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent and the grievant.

Step Three

11.2.6 Within fifteen (15) days after receiving the decision of the Superintendent, an appeal from the decision may be made to the Board or, at the election of the grievant, to advisory arbitration.

11.2.7 In the event an appeal is made to the Board, it shall be in writing and accompanied by a copy of the decision at Step Two.

11.2.7.1 No later than fifteen (15) days after receiving the appeal, the Board shall hold a hearing on the grievance at a regular or special meeting. All those listed in Step Two shall have a right to participate in this step.

11.2.7.2 Within fifteen (15) days after the hearing, the Board shall communicate its decision in writing to the Association and the grievant.

11.2.7.3 The grievant or the Association may not present any material allegation, or remedy that was not presented in Step Two.

11.2.8 In the event an appeal is made to advisory arbitration, it shall be initiated by the Association by giving written notice to the Superintendent of intention to arbitrate within fifteen (15) days after receiving the decision of the Superintendent, and by filing at a Regional Office of the American Arbitration Association a copy of said notice together with such other documents as required by the Voluntary Labor Arbitration Rules of the American Arbitration Association, which rules shall govern the proceedings thereafter.

11.2.8.1 No less than twenty (20) days prior to the date set for the hearing, the Association or the Board may request a pre-arbitration conference to be held within fifteen (15) days of the request unless mutually extended.

11.2.8.2 The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

11.2.8.3 The fees and expenses of the arbitrator shall be shared equally by the parties.

11.2.8.4 The decision of the arbitrator shall be advisory only. If the Board does not move to reject the award within twenty (20) days from the date of the receipt of the award of the arbitrator, appropriate action will be taken to implement the award.

11.3 Appearance and Representation

11.3.1 Hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearing shall be conducted during non-school hours unless there is mutual agreement for other arrangements.

11.3.2 The Board and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance hearing.

11.3.3 If the grievance arises from an action of authority higher than the principal of a school, the employee may present such grievance at Step Two of this procedure.

11.4 Time Limits

11.4.1 Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

11.4.2 Failure in any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the teacher to lodge an appeal at the next step of the procedure.

11.4.3 Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the answer at the previous step.

11.5 Teacher's Legal Rights

11.5.1 Nothing contained herein shall deny to any teacher his rights under State or Federal Constitution and laws.

11.5.2 No teacher may use the grievance procedure in any way to appeal discharge or a decision by the Board not to renew his contract.

11.5.3 No teacher shall use the grievance procedure if such issue or issues raised by such grievance might fall within the jurisdiction of any local, state, or federal agency.

11.6 A grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

11.7 All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the official personnel files of the participants.

ARTICLE 12 PROFESSIONAL COMPENSATION MODEL

12.1 [reserved]

12.1.1 Salary Increase

12.1.1.1 To be eligible for a salary increase a teacher:

- Must not have been rated ineffective or improvement necessary in the prior school year, and
- Must have been employed by the corporation for at least 120 days in the prior school year.

However, teachers in their first two full years of instructing students are exempt from the evaluation rating eligibility requirement and are eligible for a salary increase regardless of their evaluation rating in the prior school year.

12.1.1.2 Adjustments to the salaries of Teachers are based on the following factors: Evaluation (defined as receiving an evaluation rating of Effective or Highly Effective), Years of Service (defined as being employed by the corporation for at least 120 days in the prior school year), and Academic Needs (defined as the need to attract and retain highly qualified teachers in a competitive market). Each factor shall constitute one-third of the basis for the salary increase. Teachers who are eligible shall receive a salary increase of \$4,000 for the 2025-2026 school year. There will be no salary increase under this section for the 2026-2027 school year. A teacher who, in the first two full years of providing instruction to students in elementary and secondary schools, is eligible regardless of his or her actual evaluation rating.

12.1.2 The salary range, prior to any salary increases under this Agreement, is from \$43,600 to \$76,425. The salary range after the salary increases under this Agreement is \$47,100 to \$80,425.

12.1.3 Teachers who hold an Early Literacy Endorsement on their teaching license shall receive an additional \$400 added to their base salary. To qualify, teachers must submit an updated license reflecting the endorsement prior to the first student attendance day of the school year.

12.1.4 National Board Certified Teachers receive an additional \$2000 stipend. This stipend is for the current contract year only; it is not included in the teacher's base salary.

12.1.5 Eligible teachers who possess a master's degree on or before the date of final ratification of the 2025-2026 Master Contract shall receive a stipend of \$1,000. Teachers who possess a master's degree on or before the first day of the 2026-2027 school year shall receive a stipend of \$1,000. This stipend is not included in the teacher's base salary.

12.1.6 Eligible teachers who are absent 4 days or less of their 185 days, excluding jury duty, court order appearances, Association Leave, profession leave, and FMLA qualified absences shall receive an exemplary teacher attendance stipend based on the following schedule;

- \$750 0 days missed
- \$500 1 day missed
- \$450 2 days missed
- \$400 3 days missed
- \$300 4 days missed

Teachers must be in attendance a minimum of 90 days during the school year to qualify for this stipend. These stipends are not included in the teacher's base salary.

12.2 The number of positions identified in Appendix B is for information only and is intended to reflect the currently anticipated staffing; it does not limit or restrict the Board's right to determine the number of such positions.

12.3 Teachers shall receive twenty-six (26) pays. A teacher who as a separation from service within the meaning of Section 409A of the Internal Revenue Code and the underlying regulations (which shall include voluntary or involuntary termination of employment for any reason, retirement, and death) shall be paid all amount earned but unpaid in a single lump sum on the payroll date next following separation from service.

- Effective the 2010-2011 school year and thereafter teachers will annually make a non-revocable decision to receive all summer pay checks of the current school year on the last pay date of June or bi-weekly throughout the summer. Each teacher will authorize "Summer Paychecks Election Sheet" by April 1 of the current school year. This provision expires at the end of the 2025-2026 school year.
- Effective the 2026-2027 school year and thereafter, teachers may annually make a non-revocable decision to receive their annual salary evenly distributed across twenty-two (22) pays rather than the standard twenty-six (26). This election shall be made no later than June 1 of the current school year and will apply to the following school year. If no election is made, the teacher will default to twenty-six (26) pays. Newly hired teachers will have the twenty-two (22) pays option, provided they make the selection prior to the first pay day in late August.
- Teachers employed to teach summer school shall continue to be paid on a regular payroll date, with pay to begin on the first regular pay period after the start of summer school. If this falls within one week of the start of the summer school, teacher will receive their first check the next following pay period. Teachers with extra-curricular assignments may choose the option of one (1) payment at the end of the extra-curricular season for that part of their compensation.

12.4 Teacher employees shall be paid at the rate of \$20.00/hour as in-house substitute pay for substitute teaching in another teacher's classroom during their own preparation period at

the request of a building administrator or his/her designee. This payment is considered payment for ancillary duties; the teacher is still expected to perform all normal duties as well.

12.5 A teacher who is not provided with a car and who is authorized by the Superintendent to use his/her own automobile in pursuance of assigned school duties shall be reimbursed at the IRS approved rate as of July 1 per authorized mile driven.

12.6 Deductions for school employees for absences not covered by the provisions of this Agreement shall be made at the rate of one-one hundred eighty-fifth (1/185) of the individual contracted salary not including extra-curricular. This article does not authorize unexcused absences.

12.7 Graduate Credit Stipend

12.7.1 A maximum of twenty (20) \$1000.00 stipends will be available each year of this Agreement for teachers successfully completing approved graduate courses. To be eligible for this program, teachers must have a master's degree. Applications must be submitted to the Superintendent for consideration by the Evaluating Committee. (see Appendix E)

12.7.2 *Approved Graduate Credit.* Approved Graduate Credit is defined as:

12.7.2.1 credit earned at any NCATE accredited college or university

12.7.2.2 credit which is related to the teaching assignment of the teacher and/or is a part of an official plan of study for the completion of degree or certification requirements,

12.7.2.3 credit which has been documented by presentation of official transcript or other evidence acceptable to the Superintendent of Schools, and

12.7.2.4 credit approved by an evaluating committee.

12.7.3 *Evaluating Committee.* The Superintendent's designees and the Association's Co-Presidents will serve as the Evaluating Committee.

12.7.4 *Appeals.* Appeals from decisions by the Evaluating Committee may be made to the Board of Education if filed in writing fourteen (14) calendar days after notification in writing of the Evaluating Committee's decision to the teacher. The decision of the Board of Education is final in case of such an appeal.

12.7.5 A teacher shall be eligible for only one \$1000.00 stipend per year. The stipend is for the current contract year only; it is not added to or included in the teacher's base salary.

12.8 Middlebury Community School Corporation will fund mentor teachers up to a maximum of two years at a maximum rate of \$600 a year. If the teacher has a second individual

to mentor, the maximum will increase \$200 per year for a maximum of two years. If the State of Indiana makes payment toward the mentor program, the payment from the Middlebury Community School Corporation will be reduced by the amount of the paycheck from the State of Indiana.

12.9 Newly hired teachers will be placed at a salary Level of Appendix A based on the current level of teachers with comparable education and years of effective service. For the 2025-2026 & 2026-2027 school years, the minimum starting salary will be \$47,100 (Level 1 in Appendix A).

12.9.1 For newly hired teachers, the superintendent or designee has the latitude, up to three (3) times per contractual year, to place teachers at any salary level at a maximum level of \$5,000 above the level of teachers with comparable education and years of effective service. (12.1.1.2 still applies)

ARTICLE 13 TERM OF AGREEMENT

13.1 This Agreement shall be effective from July 1, 2025, through June 30, 2027.

13.2 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the employer and the exclusive representative and constitutes the entire agreement between the parties.

13.3 This negotiated Agreement ratified by the Association on September 26, 2025, and ratified by the Board at its regular meeting of October 14, 2025, is made and entered into at Middlebury, Indiana, on this 14th day of October, 2025, by and between the Middlebury Community School Corporation, County of Elkhart, State of Indiana, party of the first part heretofore referred to as the "Board" and the Middlebury Teachers' Association, party of the second part heretofore referred to as the "Association."

13.4 Whenever any notice is required to be given by either of the parties to this contract to the other party, either shall do so by certified mail at the following addresses:

If by the Association to the Board, to the Office of the Superintendent of Schools:
56853 Northridge Drive
Middlebury, Indiana 46540

If by the Board to the Association, to the President of MTA:
Middlebury Community Schools
Middlebury, Indiana 46540

13.5 The undersigned attest that a public hearing was held in compliance with IC 20-29-6-1(b) on September 10, 2025, and that electronic participation was not permitted. The undersigned further attest that a public meeting in compliance with IC 20-29-6-19 was held on October 7, 2025, to discuss the tentative agreement and that electronic participation was not permitted.

**BOARD OF SCHOOL TRUSTEES
MIDDLEBURY COMMUNITY SCHOOLS**



President



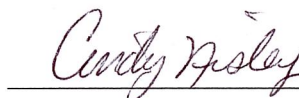
Vice President



Secretary

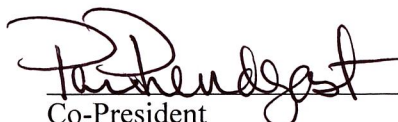


Board Member



Board Member

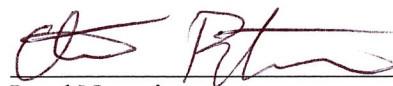
**MIDDLEBURY TEACHERS
ASSOCIATION**



Co-President



Co-President



Lead Negotiator

APPENDIX A: SALARY LEVELS**Middlebury Community Schools****Teacher New Hire Salary Schedule 2025-2027**

Level	Salary*
1	\$47,100
2	\$47,600
3	\$48,100
4	\$49,303
5	\$50,542
6	\$51,819
7	\$53,133
8	\$54,487
9	\$55,882
10	\$57,318
11	\$58,798
12	\$60,332
13	\$61,891
14	\$63,508
15	\$65,173
16	\$66,888
17	\$68,655
18	\$70,475
19	\$72,349
20	\$74,279
21	\$76,268
22	\$78,316
23	\$80,425

*Salary amounts in this column do not include additional salary for literacy endorsement.

APPENDIX B: EXTRACURRICULAR COMPENSATION SCHEDULES**High School – Athletic**

	Tier 1 Years 1 & 2	Tier 2 Year 3, 4, & 5	Tier 3 Years 6+
Level 1	5744	6017	6563
Head Baseball			
Asst. Head Football			
Head Softball			
Aquatics Director			
Level 2	4199	4398	4799
Head Girls Cross Country			
Asst. Football (5)			
Asst. Boys Basketball (2)			
Head Girls Volleyball			
Head Boys Volleyball			
Head Boys Cross Country			
Head Boys Tennis			
Head Girls Tennis			
Head Boys Track			
Head Girls Track			
Head Boys Golf			
Head Girls Golf			
Head Boys Swimming			
Head Girls Swimming			
Head Co-ed Wrestling			
Head Boys Soccer			
Head Girls Soccer			
Asst. Girls Basketball (2)			
Cheerleading			
NHS Athletics & Event Supervisor (5)			
Level 3	3441	3607	3933
9th Grade Football (3)			
9th Grade Girls Basketball (2)			
9th grade Boys Basketball (2)			
Level 4	2753	2885	3147
9th grade Volleyball			
Asst. Girls Volleyball (2)			
Asst. Boys Volleyball			
Asst. Cross Country (2)			
Asst. Boys Tennis			
Asst. Girls Tennis			
Asst. Track (5)			
Asst. Swim (3)			

Asst. Wrestling (3)			
Asst. Boys Soccer (3)			
Asst. Girls Soccer (3)			
Asst. Girls Softball (4)			
Asst. Baseball (4)			
Asst. Cheerleading			
Asst. Girls Golf			
Asst. Boys Golf			
Flex Assistant Coaches (4)			
Summer Aquatics Director			
Level 5	1728		
Boys Youth BB Coordinator (2)			
Girls Youth BB Coordinator (2)			
Unified Coach Position - Spring			
Unified Coach Positions - Fall			

High School – Co-Curricular

	Tier 1 Years 1 & 2	Tier 2 Years 3, 4, & 5	Tier 3 Years 6+
Level 1	9048	9481	10342
Band Director			
Vocal Director			
Level 2	4526	4977	5429
Asst. Band Director			
Asst. Choir Director			
Science Olympiad Head Sponsor			
Percussion Director			
Robotics Team Director			
Level 3	3266	3421	3732
Drama (2)			
Musical (4)			
Concession Stand Manager			
Level 4	2082	2182	2379
Color Guard Instructor			
Troupe Directors (2)			
Winter Guard Instructor			
Pep Band			
Science Olympiad Asst. Sponsor (5)			
Robotics Assistant (3)			
Technology Student Association Sponsor			

Level 5	1411		
Student Council			
Jr. Class Sponsor			
Sr. Class Sponsor			
Year Book			
National Honor Society			
Department Head - 7 or more members			

Level 6	967		
Academics Competition Coordinator (3)			
Department Chair - less than 7 members			
Asst. Sr. Class Sponsor			
Asst. Jr. Class Sponsor			

Level 7	589		
Academic Super Bowl Coach (5)			
Science Olympiad Administrative Aid (1)			

Level 8	294		
Club Sponsor (4)			

Middle School - Athletic

	Tier 1 Years 1 & 2	Tier 2 Years 3, 4, & 5	Tier 3 Years 6+
Level 1	2443	2559	2792
NMS Athletics & Event Supervisor			
8th Head Football			
7th Head Football			
8th "A" Boys Basketball			
7th "A" Boys Basketball			
8th "A" Girls Basketball			
7th "A" Girls Basketball			
8th "A" Volleyball			
7th "A" Volleyball			
Wrestling (2)			
Head Boys Soccer			
Head Girls Soccer			
Cheerleading (2)			
Boy's Head Track			
Girl's Head Track			
Level 2	1739	1822	1988
Cross Country-(2)			
Boy's Track (2)			

Girl's Track (2)			
8th Asst. Football (2)			
7th Asst. Football (2)			
8th "B" Boys Basketball			
7th "B" Boys Basketball			
8th "B" Girls Basketball			
7th "B" Girls Basketball			
Swimming (4)			

Level 3	1179	1296	1415
8th "B" Volleyball			
7th "B" Volleyball			
Asst. Girls Soccer			
Tennis Coach (2)			
Golf Coach (2)			
Flex Asst. Coach (3)			
Asst. Cross Country (2)			
Dive Coach			

Level 4	380	398	435
Intramurals (6)			
Girls Basketball-Cheer			

Middle School – Co-Curricular

	Tier 1	Tier 2	Tier 3
	Years 1 & 2	Years 3, 4, & 5	Years 6+
Level 1	5736	6017	6563
NMS Activities Coordinator			

Level 2	2000	2100	2205
Show Choir			

Level 3	1000	1049	1142
Drama (2)			
Yearbook (2)			
Student Council (2)			
Science Olympiad (2)			
Math Counts (2)			
Jazz Band			
Musical			
Robotics			

Level 4	821	860	938
Vocal Director (2)			

Band Director			
Pep Band			
Troupe Directors (2)			
Concession Manager - Fall			
Concession Manager - Winter			

Level 5	429	451	492
National Jr. Honor Society (2)			
Head Academic Coach			
Academic Superbowl Coach SS			
Academic Superbowl Coach Sci			
Academic Superbowl Coach Math			
Academic Superbowl Coach LA			
Concession Manager - Spring			

Level 6	294	307	337
Club Sponsor--Math Contest (2)			
Club Sponsor--Video Game Club			
Club Sponsor--Coding Club			
Club Sponsor (6)			

Elementary

	Tier 1
Level 1	455
Kindergarten Visitation (1 Day) and Round Up	

Level 2	786
Elementary Boys Athletics (4)	
Elementary Girls Athletics (4)	

Level 3	188
Club Sponsor (10)	

Level 4	564
Music Concert (7)	

District Wide – Extracurricular

Deaf & Hard Hearing Teacher of Record	4199
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APPENDIX C: STATEMENT OF GRIEVANCE

Administrator: _____
Title: _____

From: Teacher _____
Building _____
Assignment _____
Date Filed _____

A. Date Cause of Grievance Occurred: _____

B. Statement of Facts giving rise to grievance: _____

(Use Additional Sheets if Necessary)

C. Provisions of Agreement Violated: _____

(Use Additional Sheets if Necessary)

D. Contention of employee and Association with respect to alleged violations: _____

(Use Additional Sheets if Necessary)

E. Relief Sought: _____

(Use Additional Sheets if Necessary)

Date: _____

Signature of Grievant

Response: _____

(Use Additional Sheets if Necessary)

**APPENDIX D: APPLICATION FOR USE OF DAYS FROM THE MIDDLEBURY
COMMUNITY SCHOOLS SICK LEAVE BANK**

Part 1 (To be completed by applicant)

Date of Application _____

1. Applicant's Name: _____
2. Describe the disabling condition or illness: _____

3. Last date on which applicant was (will be) at work: _____
4. Date on which all available personal sick leave, personal leave and emergency leave will be (was) exhausted: _____

Part II (To be completed by applicant's physician)

1. Certification of temporary disability. I hereby certify that _____
(applicant's name) is temporarily disabled and is physically unable to perform all the duties of a teacher, effective as of _____ (date).
2. The nature of the temporary disability is: _____

3. The treatment(s) being rendered to the applicant is (are): _____

4. The estimated date on which the application may return to work as a teacher is:
_____ (month/day/year).

Physicians Signature: _____
(printed – typed name) _____

APPENDIX E: GRADUATE STIPEND INSTRUCTIONS

Twenty \$1000 stipends are available to teachers each year, June 1 to May 30, for approved graduate credit. Please note the procedures and guidelines outlined below if you intend to apply for such stipends now or in the future.

APPLICATION PROCEDURES TO FOLLOW:

1. Request an application form from the Superintendent's office.
2. Complete the form and return it to the Administration Center so that it can be considered prior to the start of the class, even if there is uncertainty as to whether the class will be held. Applications will be considered in April, June, and November. If for any reason the class is not held, or you drop the class, it is important that you notify the Administration Center immediately. By doing this, the stipend will be available for others.
3. An Evaluating Committee will review the applications and approve or deny the stipend.
4. Complete the approved course work and have an official transcript sent to the Superintendent.
5. A check will be sent to you for the amount approved by the Committee (not to exceed \$1000). Smaller amounts will be awarded for classes providing credit of less than three semester hours.

GUIDELINES FOR APPROVING STIPENDS:

1. Applications must be approved by the Evaluating Committee prior to taking the course.
2. The \$1000 stipend is for a three semester hour, or four quarter hour course.
3. The teacher must have a master's degree to eligible for a stipend.
4. The credit must be earned at a NCATE accredited college or university.
5. The credit must be related to the applicant's teaching assignment or must be a part of an official plan of study for the completion of degree or certification requirements.
6. A teacher shall be eligible for only one \$1000 stipend per year.

An appeal process is provided for teachers who have an application rejected by the Evaluating Committee. Appeals may be made to the Board of Education if filed in writing fourteen (14) calendar days after notification in writing of the rejection. The decision of the Board of Education is final in case of such an appeal.

Questions concerning graduate credit stipends not answered by this memorandum should be addressed to the Superintendent or a committee member.

