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2026-2027

Collective Bargaining Agreement (CBA)
between the

Mishawaka Education Association

and

School City of Mishawaka

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2026-2027 MASTER AGREEMENT

ARTICLE I: INTRODUCTORY INFORMATION

A. Parties

The parties to this Master Agreement (hereinafter "Agreement") are the Board of School Trustees for the School City of Mishawaka (hereinafter "the Board") and the Mishawaka Education Association (hereinafter "the Association").

B. Recognition

The Board of School Trustees of the School City of Mishawaka (hereinafter "the Board"), hereby recognizes the Mishawaka Education Association (hereinafter "the Association") as the exclusive bargaining representative for the following described unit: "All certificated persons employed half-time or more and whose official assignment requires a teacher's license issued by the State of Indiana, but specifically excluding the superintendent, the assistant superintendents, all directors, administrative assistants, supervisors, psychologists, speech-language pathologists, principals, assistant principals, pupil services administrators, deans of students, special education lead professionals, and any school employee employed less than half time."

C. Definitions

1. The term "Board," when used in this Agreement, shall refer to the Board of School Trustees of the School City of Mishawaka, as well as any person or persons authorized to act for the Board in dealing with its employees.
2. The term "Association," when used in this Agreement, shall refer to the Mishawaka Education Association.
3. The term "Teacher/teacher," when used hereinafter, shall refer to all employees represented by the Association in the bargaining unit as defined above.
4. The term "Immediate Family" shall include spouse, children (including step and foster), mother (including step, foster, and in-law), father (including step, foster, and in-law), brother (including step, foster, and in-law), sister (including step, foster, and in-law), grandchildren, grandparents, or any other member of the family unit whose residence is in the same household as the Teacher.
5. The term "Hourly Rate" shall refer to the pay rate arrived at by dividing a Teacher's annual salary (as established by the terms of this Agreement) by the number of Teacher workdays in the current school year, further divided by the number of hours in the regular Teacher workday (exclusive of the Teacher's lunch break).
6. The term "year of experience" refers to the Teacher having been employed by any Indiana public school corporation for at least one hundred twenty (120) days in the prior school year, as defined by INPRS.
7. The term "staff performance evaluation rating" refers to an annual written evaluation of the Teacher's instructional performance that was completed by any Indiana public school corporation, consistent with the terms of I.C. 20-28-11.5-0.5.

D. Contract Interpretation Provisions

1. Effects of the Agreement

If any provision of this Agreement or any application of the Agreement to any Teacher or group of Teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. Still, all other provisions or applications shall continue in full force and effect. Any changes, which may become necessary with respect to any provision of this Agreement in order to bring it into compliance with the laws of the State of Indiana and/or the rules and regulations of the Indiana Department of Education, or to avoid financial penalties imposed by noncompliance, shall be negotiated and approved by both parties.

2. Complete Agreement of the Parties

The Board and the Association mutually agree that the terms and conditions outlined in this Agreement represent the full and complete understanding of both parties and can be altered only by the voluntary, mutual consent of both parties. The parties further agree that any future oral agreements or practices will not be recognized unless committed to writing and signed by the parties as a supplement to this Agreement.

3. Titles and Headings

Article, section, and paragraph titles and headings are used for easy reference only and are not to be interpreted in any substantial manner, nor to assess the meaning of this negotiated Agreement.

ARTICLE II: SALARY & WAGES

A. Compensation Model

1. **Salary Range:** At the beginning of the 2026-2027 school year, the salaries of returning full-time teachers were between $48,000 and $81,028, not including current-year increases or TRF Contributions.

2. **Literacy Endorsement Base Salary Differentiation:** Prior to receipt of increases described below, the base salary of teachers who possess initial attainment of the literacy endorsement under IC 20-28-5-19-7 will be adjusted, as needed, to reflect a $250.00 differential (in comparison to the base salary of teachers who otherwise have the same credentials but do not possess the literacy endorsement). A valid teaching license with the early literacy endorsement must be submitted to the Board via the Corporation's employee management system by November 1 of the initial year of attainment in order to be eligible for the base salary differentiation in the current school year.

3. **General Eligibility:** To be eligible for a salary increase, a teacher must not have received an overall evaluation rating of needs improvement or ineffective on an IDOE-approved certified employee performance evaluation in the prior school year or must be in their first full year of instructing students. Teachers who do not satisfy these requirements remain at their current salary. Exceptions to this policy include a teacher who received an overall evaluation rating of needs improvement or ineffective on an IDOE-approved certified employee performance evaluation in the prior school year *solely due* to the mandatory one-point deduction in Domain 4.1: Professionalism - Attendance where unpaid personal business leave is used absent medical documentation. A teacher ineligible for a salary increase may still be eligible for the literacy endorsement base salary pay differentiation.

4. **Factors & Definitions**
    a. **Evaluation Rating:** A teacher who received an evaluation rating of highly effective or effective in the prior school year.

    b. **Years of experience:** A teacher who satisfies the INPRS requirement for one year of experience in the prior school year.

    c. **Academic Needs:** A teacher who is essential to retain in the corporation based on their current salary level.

5. **Distribution:** Amounts added to a teacher's base salary:
    a. **Evaluation Rating = $500.00**

b. **Years of experience = $100.00**

c. **Academic Needs = $1,400**

6. **Itemized Compensation Requirements:**
   - Total possible base salary increase available to teachers under the compensation plan: **$2,000.00** *($500.00 + $100.00 + $1,400.00).*
   - *50% maximum:* Education *($0.00)* + Years of experience *($100.00)* accounts for **5%** of the salary increase calculation *($100.00/$2,000.00).*
   - *10% minimum:* Academic Needs *($1,400.00)* accounts for **70%** of the salary increase calculation *($1,400.00/$2,000.00)*

7. **Retroactive Pay:** All employee salary increases will be made effective from the start of the 2026-2027 school year. The retroactive salary increases will be paid no later than January 31, 2027.

B. New Salary Range

1. The new salary range is **$50,000.00 to $83,028.00** not including TRF contributions.

2. The new salary for a teacher who is eligible for the literacy endorsement base salary differentiation is $50,250.00.

3. The Board will hire new teachers for the next school year at the same salary amounts that the Board will pay to veteran teachers with equivalent education and experience for the current school year.

C. Other Permissible Salary Items

1. *This provision is the corporation's policy, was not bargained, and is included for informational purposes only, in accordance with legal guidance and decisions issued by the Indiana Education Employment Relations Board:* The Superintendent or designee shall have the discretion to pay a yearly supplemental payment to teachers who provide instruction in areas of specialized certification/high need. Any supplemental payments that are granted shall be reviewed by the Corporation on an annual basis.

2. *This provision is the corporation's policy, was not bargained, and is included for informational purposes only:* The salary range and fringe benefits of teachers whose employment is governed by the terms of this Agreement shall be based upon a contractual work year of one hundred eighty-three (183) days.

3. The Board shall pay directly to the Indiana Teacher Retirement Fund (TRF) each teacher's three percent (3%) mandatory contribution to this retirement fund.

4. *This provision is the corporation's policy, was not bargained, and is included for informational purposes only:* Local Travel - Teachers whose assigned schedules cause them to leave one building and report to another building on the same day prior to the end of the assigned workday will be paid the maximum allowable mileage rate of the

Internal Revenue Service. Mileage will not be paid for reporting to the beginning school session assignment, nor from the last building assignment. Mileage claims will be paid twice yearly. To the paid mileage, the teacher must record the dates and mileage on forms prescribed and approved by the Indiana State Board of Accounts.

D. Wage Payment Agreement

1. The Board may compensate teachers in twenty-six (26) payments for services rendered under contract; teachers shall receive twenty-six (26) payments in a given calendar year.

2. The Board will issue paychecks according to the 2026-2027 school year pay schedule attached in the appendices.

3. A Teacher may elect to receive the balance due on their contract with the first scheduled paycheck in July by notifying the Business Office of this decision through the appropriate form on or before May 15th of each year. The Business Office must receive the Teacher's form by the end of the business day on May 15th. If May 15th occurs on a day that school is not in session, this deadline will instead be the last day that school is in session prior to May 15th. The Business Office will not process any forms that are received after the deadline established in this paragraph, whether the form is received via postal delivery or otherwise. The Business Office will provide a Teacher with written confirmation that the form has been received within five (5) business days of the receipt of the form.

4. Should the Board determine that it is not in a financial position to provide Teachers with the balances due on contracts with the first scheduled paycheck in June, the Board will pay the balances due to Teachers at the time of a subsequent pay date, and in any case by no later than the first scheduled pay date in July.

E. Contract Interpretation Provisions

1. Effects of the Agreement: If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Ancillary Duties

1. Ancillary Duties via Supplemental Services/Extracurricular Contracts

a. **Summer School:** For all summer school courses, the Board shall issue a Supplemental Service Teacher's Contract and pay all teachers the hourly rate of Fifty-Five and 00/100 Dollars ($55) per hour. The parties acknowledge that while I.C. 20-28-6-7(d) provides that the Superintendent shall determine the salary for a supplemental service (including summer school) contract, the Superintendent has nevertheless exercised their discretion in order to determine that this supplemental service compensation be bargained.

b. **Extracurricular Activities:** For all Extracurricular Activities, the Board shall issue an Extra-Duty Assignment Contract and issue payment according to the Extracurricular Activities Schedule. The Extracurricular Activities Schedule for the 2026-2027 school year is attached hereto and incorporated by reference as if fully set out herein as Appendix A. Any reference to additional workdays that is contained in Appendix A *is the corporation's policy, was not bargained, and is included for informational purposes only*.

2. **Ancillary Duties via Special Compensation Form**

a. **Class Coverage:** *Any information in this section beyond wages was not bargained and is included for informational purposes only*: At times, the principal or designee may ask or will direct the teacher to provide instruction or supervision to a class other than the teacher's own class. The Board will issue payment via a Special Compensation Form to the teacher on a prorated basis for each additional quarter-hour when the assignment exceeds one (1) hour. Exceptions to this policy include, but are not limited to, isolated daily schedule changes to accommodate periodic events, field trips, assemblies/convocations, test administration schedules, etc.

b. **Dual Credit:** *This provision is the Corporation's policy, was not bargained, and is included for informational purposes only:* The Board shall issue a payment via a Special Compensation Form to a teacher (appropriately certified or otherwise qualified) who is assigned to provide instruction for at least one (1) Dual Credit class during that semester in the amount of One Thousand and 00/100 Dollars ($1,000), per semester.

c. **Exceptional Learners Coverage:** *Any information in this section beyond wages was not bargained and is included for informational purposes only*: At times, the principal or designee may ask or will direct the teacher to provide direct instruction to a class other than the teacher's own class or provide administrative support to another teacher's caseload (IEP maintenance, participation in case conferences, etc.). The Board will issue payment via a Special Compensation Form to the teacher on a prorated basis for each additional quarter-hour when the assignment exceeds one (1) hour.

LEVEL	ANCILLARY DUTY	AMOUNT	PAYOUT
All	Curriculum Development	$25.00 / hour	As submitted
All	Dual Credit Course Teacher	$1,000 / semester	End of S1/End of S2
All	Homebound Instructors	$36.00 / hour	As submitted

LEVEL	ANCILLARY DUTY	AMOUNT	PAYOUT
All	Homework Room	$25.00 / hour	As submitted
All	Partners in Tech	$300.00	End of S2
All	Professional Development (participant)	$25.00 / hour	As submitted
All	Professional Development (facilitator)	$36.00 / hour	As submitted
All	Tutoring	$36.00 / hour	As submitted
All	Exceptional Learners Coverage (30-minute minimum)	$36.00 / hour	As submitted
Elem	Class Coverage (30-minute minimum)	$36.00 / hour	As submitted
Elem	Club Sponsor	$18.00 / hour $750.00 max / annually	End of S1/End of S2
Elem	Instructional Leadership Team	$2.50 per Fall Building ADM (Divided among participating teachers)	End of S2
Elem	Lighthouse Team	$1.00 per Fall Building ADM (Divided among participating teachers)	End of S2
Elem	Multi-Grade Assignment (per semester; includes DEEP Teachers)	$1,000.00	End of S1/End of S2
JYMS	Class Coverage (daily)	$36.00 / hour (48-min. period)	As submitted
JYMS	Class Coverage (long-term for an existing prep/course currently taught by the teacher on the master schedule)	$36.00 / hour (48-min. period)	Grading periods
JYMS	Class Coverage (long-term for a new prep/course not currently taught by the teacher on the master schedule)	$55.00 / hour (48-min. period)	Grading periods
JYMS	Club Sponsor	$18.00 / hour $750.00 max / annually	End of S1/End of S2
JYMS	Jaguar Jumpstart/Student Orientation	$25.00 / hour	As submitted
JYMS	Lighthouse Team	$1.00 per Fall Building ADM (Divided among participating teachers)	End of S2
JYMS	Team Leaders	$400.00	End of S2
MHS	Instructional Leadership Team	$1.75 per Fall Building ADM (Divided among participating teachers)	End of S2
MHS	Class Coverage (daily)	$36.00 / hour ($45.00 / 85-min. block)	As submitted
MHS	Class Coverage (long-term for an existing prep/course currently taught by the teacher on the master schedule)	$36.00 / hour ($45.00 / 85-min. block)	Grading periods
MHS	Class Coverage (long-term for a new prep/course not currently taught by the teacher on the master schedule)	$55.00 / hour ($68.75 / 85-min .block)	Grading periods
MHS	Club Sponsor	$18.00 / hour $750.00 max / annually	End of S1/End of S2
MHS	Freshman Orientation	$25.00 / hour	As submitted
MHS	Pupil Detention Supervisor	$28.00 / hour	As submitted
MHS	Swimming Pool Supervisor	$13.00 / hour	As submitted

ARTICLE III : BENEFITS

A. Health Insurance

1. During the term of this Agreement, the Board will pay ninety percent (90%) of the cost of the premium on a single policy and seventy-seven percent (77%) of the cost of the premium on a family policy. A participating teacher will pay ten percent (10%) of the cost of the premium on a single policy or twenty-three percent (23%) of the cost of the premium on a family policy for both the PPO plan and HDHP. Beginning January 1, 2027, health insurance premiums and employee/employer contributions are as follows:

Preferred Provider Organization (PPO) Plan					
SINGLE *(26 Pays)*	**Annual Cost**	**SCM Pays**	**Per Pay**	**Employee Cost**	**Per Pay**
MEDICAL	$12,311.75	$11,080.57	$426.18	$1,231.17	$47.35
FAMILY *(26 Pays)*	**Annual Cost**	**SCM Pays**	**Per Pay**	**Employee Cost**	**Per Pay**
MEDICAL	$28,078.25	$21,620.25	$831.55	$6,458.00	$248.38
High Deductible Health Plan					
SINGLE *(26 Pays)*	**Annual Cost**	**SCM Pays**	**Per Pay**	**Employee Cost**	**Per Pay**
MEDICAL	$9,400.75	$8,460.68	$325.41	$940.08	$36.16
FAMILY *(26 Pays)*	**Annual Cost**	**SCM Pays**	**Per Pay**	**Employee Cost**	**Per Pay**
MEDICAL	$21,439.66	$16,508.54	$634.94	$4,931.12	$189.66

2. In the event the parties do not enter into a new agreement on or before January 1, 2027, or are otherwise in a status quo period, the Board will pay fifty percent (50%) of any increase in the monthly health insurance premium, and the participating teacher will pay fifty percent (50%) of any increase in the monthly health insurance premium.

3. Originally effective November 1, 2013, but modified effective January 1, 2025, the parties have agreed to implement a working spouse with an insurance premium surcharge in the amount of one hundred and 50/100 dollars ($150) per month. The parties have further agreed that teachers hired for the 2014-2015 school year and thereafter shall be subject to a working spouse with the insurance “carve-out” provision.

B. Dental Insurance

During the term of this Agreement, the Board will pay eighty percent (80%) of the cost of the premium on a single policy and sixty-five percent (65%) of the cost of the premium on a family policy for each teacher who subscribes to the plan selected for the school corporation. Beginning January 1, 2027, dental insurance premiums and

employee/employer contributions are as follows:

SINGLE *(26 Pays)*	Annual Cost	SCM Pays	Per Pay	Employee Cost	Per Pay
DENTAL	$479.93	$384.08	$14.77	$95.84	$3.69
FAMILY *(26 Pays)*	**Annual Cost**	**SCM Pays**	**Per Pay**	**Employee Cost**	**Per Pay**
DENTAL	$1,284.86	$835.87	$32.15	$448.99	$17.27

C. Vision Insurance

During the term of this Agreement, the Board will pay sixty-seven percent (67%) of the cost of the premium on a single and family policy for each teacher who subscribes to the plan selected for the school corporation. Beginning January 1, 2027, vision insurance premiums and employee/employer contributions are as follows:

SINGLE *(26 Pays)*	Annual Cost	SCM Pays	Per Pay	Employee Cost	Per Pay
VISION	$101.40	$68.06	$2.62	$33.34	$1.28
FAMILY *(26 Pays)*	**Annual Cost**	**SCM Pays**	**Per Pay**	**Employee Cost**	**Per Pay**
VISION	$261.72	$175.68	$6.76	$86.04	$3.31

D. Life Insurance

During the term of this Agreement, the Board will pay the entire premium, less Four cents ($.04) per pay, on a life insurance policy with a face value of Fifty thousand and 00/100 dollars ($50,000). This policy will include accidental death and dismemberment coverage for each teacher who is eligible for the coverage. The Board shall continue providing benefits at least equal to the current plan. Each teacher, at their sole expense, will also have the opportunity to insure their spouse in the amount of ten thousand and 00/100 dollars ($10,000) and/or their children in the amount of five thousand and 00/100 dollars ($5,000) as part of the Board's group life insurance plan.

E. Income Protection

During the term of this Agreement, the Board will pay the entire premium, less Four cents ($.04) per pay, on an income protection policy for each teacher who is eligible for the plan selected for the school corporation. The Board shall continue providing benefits at least equal to the current plan.

F. Voluntary Employees' Beneficiary Association (VEBA)

1. The Board will establish a Voluntary Employees' Beneficiary Association (VEBA), as set forth herein. The Board and the Association shall mutually agree as to what investment funds will be offered under the VEBA, not less than annually, and, to the extent, more than one fund is offered, the participants shall be given the right to allocate their account balances among such funds. Participants shall be solely responsible for the performance of the investment fund(s).

2. Effective January 1, 2003, the Board will make payments into a VEBA on behalf of teachers who are eligible for severance pay or retirement pay as set out in this Agreement.

3. The VEBA shall provide for the following:

a. The VEBA vendor and benefit option shall be selected by mutual agreement between the Board and the Association.

b. All amounts contributed shall be allocated to individual accounts established for each eligible teacher.

c. A teacher will vest in their VEBA account after completing five (5) consecutive years of service in the employ of the Board. A teacher shall not have any right to their account until they are vested.

d. If a teacher's employment ends for any reason prior to becoming vested, their account shall be forfeited. Any forfeited amounts shall be used to reduce the Board's contribution.

e. Teachers working under a regular contract shall be eligible for the following contribution: Teachers eligible for severance pay shall have those amounts in excess of $2,000 allocated to an individual VEBA account established for each eligible teacher.

i. By July 1st of each subsequent year, this Agreement is in effect, for teachers under regular contract, one-half of one percent (0.5%) of the teacher's salary.

ii. All amounts credited shall be allocated to individual VEBA accounts established for each eligible teacher upon the completion of the second consecutive year of service. Prior to that, the Board contribution shall be credited to a record-keeping account which the Board shall establish for the sole purpose of tracking credits for teachers who have not yet completed two (2) consecutive years of service. No interest or earnings shall accrue on the record-keeping accounts.

f. Participants shall pay administrative and trust fees on a per-person basis.

g. The Board's sole obligation is to fund the obligations set forth above. The Board does not warrant the tax nature of these contributions and shall not be responsible for any income taxes or other assessments.

h. Temporary Suspension. Notwithstanding any provision of this Agreement to the contrary, the Board's ongoing annual contribution of 0.5% to each eligible teacher's individual VEBA account shall be temporarily paused and suspended for the 2026–2027 contract year.

i. Future Status of VEBA Contributions: The temporary suspension of the Board's ongoing 0.5% VEBA contribution is effective solely for the

2026–2027 contract year. Upon expiration of this Agreement, the Board's obligation to contribute 0.5% per eligible teacher shall resume automatically under the standard terms of this Agreement, unless and until the parties mutually negotiate and ratify a successor Collective Bargaining Agreement that explicitly modifies or extends such suspension.

j. IEERB Compliance: The parties acknowledge and agree that this temporary modification constitutes a mutually negotiated wage-related fringe benefit adjustment pursuant to I.C. 20-29-6-4. No retroactive contributions shall accrue or be owed by the Board to any employee for the duration of the temporary suspension period.

G. Severance Pay

1. The Board shall pay a stipend to a teacher who has accrued a minimum of fifteen (15) years of service in the employ of the Board, and who is at least fifty (50) years of age by the end of August in the year of severance, or who has accrued a minimum of then (10) years of service in the employ of the Board, and is at least sixty (60) years of age by the end of August in the year of severance, a severance payment which shall be calculated as follows:

a. Two-Hundred and 00/100 Dollars ($200) for each year of service; and

b. Thirty and 00/100 Dollars ($30) for each day of unused accumulated sick leave up to a maximum of Two Hundred Fifty (250) days.

2. The Board shall pay the first Two Thousand and 00/100 Dollars ($2,000) of the severance pay directly to the teacher at the end of the school year in which the teacher leaves the employ of the Board. The Board shall deposit the remaining amount of severance pay into the teacher's VEBA account during the month of January of the following year.

3. To facilitate the retiree's financial transition, a teacher shall provide the Human Resources Department with written notification by no later than March 1 of the school year in which the teacher intends to leave the employ of the Board. In the event the teacher fails to give such notice on or before March 1, the Board will prorate the teacher's severance pay as follows:

a. If notice is submitted after March 1 through the end of March: 90%

b. If notice is submitted on or after April 1: 75%

This penalty shall not apply to employees whose retirement results from a documented medical condition that prevents them from continuing in active service, or extenuating circumstances at the discretion of the superintendent. In such cases, the employee must provide written certification from a licensed medical practitioner verifying that the retirement is medically necessary.

4. Upon the death of a teacher who otherwise would have been eligible to receive a severance payment, the Board will make a lump sum distribution to be included on

the final paycheck.

H. Retirement Benefits

1. In addition to severance pay, the Board will pay Two thousand three hundred and 00/100 dollars ($2,300) toward the cost of the total premium on a single or family policy health insurance policy for an eligible retiring teacher. The Board shall make this payment as long as the teacher was, at the time of retirement, eligible to participate in the group health insurance plan pursuant to I.C. 20-28-9-20. The teacher must be at least fifty-five (55) years of age by the end of August and must have taught a minimum of fifteen (15) years for the Board. The Board shall make the first such payment in January following the teacher's retirement and shall continue to make this payment each January thereafter until such time as the teacher is no longer entitled to receive the payment.

2. In the event a teacher who was otherwise eligible to participate in the group health insurance plan as a retiree is not enrolled in the group health insurance plan, the Board shall deposit two thousand three hundred and 00/100 dollars ($2,300) into the teacher's VEBA each January. The Board's obligation to make this payment shall end upon the teacher reaching the age of sixty-five (65) or upon their death.

3. During the year in which the teacher becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395 et seq., the amount of the Board's payment to the teacher set out in Paragraphs 1 & 2 above will be prorated based upon the teacher's month of birth.

4. Should a teacher choose not to participate in the group health insurance plan at the time of retirement, the teacher will not be eligible to participate in the group health insurance plan at any time in the future.

5. The Board shall provide to a teacher who has accrued a minimum of fifteen (15) years of service in the employ of the Board, and who is at least fifty-five (55) years of age by the end of August in the year of retirement a group life insurance policy with a face value of three thousand and 00/100 dollars ($3,000). The Board's obligation to provide this group life insurance policy shall continue until such time as the teacher reaches the age of seventy-five (75).

6. A teacher, upon retirement, may continue to be a member of the group health, dental, and vision insurance programs until the teacher becomes eligible for Medicare coverage as prescribed by 42 U.S.C. 1395, et seq., provided that the teacher has either fifteen (15) years of service for the Board or ten (10) years of service for the Board and is sixty (60) years of age. The teacher shall be responsible for paying the total cost of the group insurance premiums, consistent with the terms of this Agreement. A retired teacher who has maintained group insurance coverage under the terms of this Agreement may, upon becoming eligible for Medicare coverage, continue coverage for a younger spouse for a maximum of three (3) years or until the spouse becomes eligible for Medicare coverage, whichever comes first, by paying the total cost of the group insurance premiums.

7. Upon the death of an eligible teacher who had notified the Human Resources Department of their intent to retire, the Board will make a lump sum payment distribution to be included on the final paycheck.

I. Liability Insurance

The Board will provide liability insurance coverage for teachers who, after obtaining the permission of an administrator, use their personal vehicle to transport students to a school-related activity. The vehicle must be appropriately licensed for highway use and the primary insurance coverage will be the teacher's automobile liability insurance.

J. Section 125

The Board agrees to make available to teachers a Section 125 Flexible Benefit Plan.

K. Miscellaneous Insurance Related Provisions

1. All insurance benefits become effective on September 1st and will continue through August 31st for all teachers who fulfill their contractual obligations for the previous school year.

2. Teachers on a Board approved unpaid leave of absence for the full school year may continue the health, dental, vision, and life insurance benefits through COBRA while on leave by arranging to pay the total cost of the premiums. Teachers on a Board approved unpaid leave for less than a full school year, but in excess of thirty (30) non-FMLA workdays, may continue for the duration of such leave, health, dental, vision, and life insurance benefits by arranging to pay the appropriate cost of the premiums to the Board. The Board shall compute appropriate cost figures by taking into account the number of earned benefit days as follows: three hundred sixty-five (365) benefit days divided by one hundred eighty-three (183) workdays equals 1.995 benefit days earned each workday. Teachers who complete one hundred fifty (150) workdays or more in a given school year shall be eligible for full insurance benefits as set out in this Agreement. Payment may be made on a monthly basis if paid in advance of the month of coverage. At the teacher's option, payment may also be made on a quarterly basis.

3. Insurance provisions shall be subject to the interpretation of each Master Policy by the insurance carrier or provider of benefits.

4. Insurance benefits shall only be changed by the agreement of the parties.

L. Compensation for Work-Related Loss and/or Injury

1. The Board shall provide each teacher with compensation for on-the-job injuries consistent with the terms of the Indiana Worker's Compensation Act, as from time to time amended. The Board will provide a teacher with this compensation as follows:

    a. Payment of medical costs incurred as a result of an on-the-job injury.

    b. Compensation for loss of, or permanent impairment of, a part or parts of the body.

c. Per Indiana Law, there is a seven-day waiting period before workers' compensation wage benefits begin. A teacher may elect to use accrued paid leave days to continue receiving a regular paycheck during the initial seven-day waiting period.

i. After seven (7) days: Once the waiting period has been exceeded, the teacher will begin receiving payments directly from the Board's workers' compensation insurance carrier. These payments typically cover two-thirds (66.6%) of the teacher's regular pay, based on earnings from the year prior to the injury, up to the maximum amount allowed by the state of Indiana.

ii. After twenty-one (21) days: If the injury keeps the teacher out of work for more than twenty-one (21) consecutive days, workers' compensation will retroactively cover and pay the teacher for the initial seven-day waiting period at two-thirds (66.6%) regular pay.

d. Workers' compensation benefits replace only two-thirds of a teacher's regular salary. For each day of absence covered by workers' compensation, the teacher's regular pay will be reduced by two-thirds of a day, as that portion is paid directly to the teacher by the workers' compensation insurance carrier. The remaining one-third of the day may be covered by the teacher's accrued paid leave (sick or personal), at the teacher's option, so that the teacher receives full pay for that day.

Use of accrued sick or personal leave during a workers' compensation absence is voluntary. If a teacher elects not to use paid leave, the district will reduce pay by a full day for each day of absence, and the teacher will receive only the two-thirds payment from the workers' compensation carrier. In that case, no paid leave will be deducted from the teacher's balance.

e. A teacher requiring ongoing medical treatment or physical therapy due to a work-related injury shall coordinate scheduling of such appointments with their supervisor at a mutually agreeable time. If an authorized workers' compensation medical appointment must occur during the teachers regularly scheduled work hours, the teacher will be paid for that time, subject to the following maximum allowances per appointment.

i. Two (2) hours for a local area visit and/or treatment.

ii. Four (4) hours for a visit and/or treatment requiring travel of fifty (50) miles or more.

A teacher will not be compensated for medical treatments occurring outside regularly scheduled hours or on scheduled days off. Advance notice of appointments must be given to the teacher's supervisor, who will document the time on the teacher's behalf.

2. In the event, a teacher is forced to miss work due to an injury sustained on school grounds as a result of an unprovoked assault by a student or outsider, and the injury is determined to be compensable under the Indiana Worker's Compensation Act:

a. The Board will pay the teacher an amount equivalent to wages due and owing to the teacher for the first seven (7) school days of the absence.

b. The Board will pay the teacher an amount equal to the difference between the teacher's per diem rate of pay and any amount paid by the Board's worker's compensation carrier for a period of sixty (60) school days, including the first seven (7) school days of absence.

c. The Board will not charge any absence during the sixty (60) school day period described above against the teacher's accumulated sick leave.

d. The teacher must provide the Board with certification from their physician of the need for an absence during the first seven (7) school days of the absence. In the event the teacher intends to seek worker's compensation coverage for the injuries sustained, the teacher shall be obligated to follow all procedures for applying for worker's compensation as established by the Board. Except in emergencies, a teacher is required to use only hospitals and physicians approved by the Human Resources Department in the treatment of a work-related injury.

e. The Board shall make any deduction from wages or reduction in personal or sick leave days as a result of the teacher's appearance before any judicial body or legal authority related to the injury.

3. Upon proof of loss, the Board shall reimburse a teacher for the replacement or repair of any personal items (not covered by their insurance) which are damaged or destroyed as a result of an unprovoked assault upon their person by a student or outsider. This provision shall only apply when such an assault occurs on school property and when the teacher is performing their duties as prescribed by Board policies and/or procedures.

4. The Board shall reimburse a teacher for damages sustained to the teacher's clothing, eyeglasses, and wristwatches, provided such damages are not due to the normal wear and tear that could be expected to occur during assigned duties. The following criteria must be met:

a. The teacher must have been wearing the item(s) at the time of damage.

b. The teacher must submit such evidence which is acceptable to the Business Manager that the damage was sustained while the teacher was performing an assigned duty.

c. The reimbursement or repair amount shall be the fair market value of the item at the time of damage.

d. The teacher must submit proof of the repair or replacement of the item at the time they present the claim for reimbursement.

e. The damage must not have been a result of the teacher's negligence.

M. Expanded Criminal History Background Checks

Consistent with the terms of I.C. 20-26-5-10, the Board shall pay the cost of any and all

expanded criminal history background checks that veteran teachers are required to undergo.

N. Admission to School-Related Events

The Board will provide each teacher and one (1) guest with entry into the school corporation's athletic events or other school-related programs and activities at no charge. A teacher must present an employee photo identification card upon entering the event in order to make use of this benefit.

ARTICLE IV : LEAVES OF ABSENCE

A. Personal Business Leave

1. The Board shall provide each teacher signing their first four (4) contracts with the Board with three (3) days of paid personal business leave during the school year. In the event a teacher teaches less than a full school year for any reason, including but not limited to resignation, termination, or the length of their contract, the Board shall prorate this paid personal business leave as follows: days paid divided by one hundred eighty-three (183) multiplied by three (3) rounded to the nearest one-half (1/2) day.

2. The Board shall provide each teacher who has signed their 5th contract with the Board with five (5) days of paid personal business leave during the school year. In the event a teacher teaches less than a full school year for any reason, including but not limited to resignation, termination, or the length of their contract, the Board shall prorate this paid personal business leave as follows: days paid divided by one hundred eighty-three (183) multiplied by five (5) rounded to the nearest one-half (1/2) day.

3. Should a teacher fail to use all paid personal business leave provided for the school year, the unused personal leave accumulates and will be added to the next year's paid personal business leave days, up to a total of five (5) paid personal business leave days. Any additional unused paid personal business leave days will accumulate as sick leave.

4. A teacher must apply to use paid personal business leave by providing their building principal with the appropriate form at least twenty-four (24) hours in advance of the date of the personal business leave, except in the case of an emergency.

5. A teacher may use paid personal business leave in order to extend (by a single day) a holiday or scheduled recess so long as the teacher obtains the prior approval of their building principal. However, the teacher will be required to relinquish two (2) days of their paid personal business leave in exchange for the approval of the requested leave. Exceptions to this requirement may be allowed for documented illnesses treated by a licensed physician, jury duty, or court subpoenas, with documentation required for all days requested. If requesting time in half-day increments, the penalty is one (1) full day per half day.

6. Upon resignation, retirement, or separation from employment with School City of Mishawaka, all unused personal days are forfeited and will not be subject to payout, regardless of the reason for separation. These days cannot be cashed out, transferred or used beyond the last working day, and cannot be used to extend the last day of work. Because sick days and personal days are granted at the beginning of the school or contract year, they will be prorated upon separation based on the portion of the year actually worked.

7. Teachers have no contractual right or other entitlement to make use of unpaid personal business leave without proper documentation of medical necessity or unless part of an agreement at the time of initial hiring for a pre-planned occurrence. Accordingly, a teacher should not anticipate that the Superintendent or their designee will approve any requests for unpaid personal business leave. Under no circumstance will a teacher be approved to use personal leave days for more than three (3) consecutive absences.

    a. *This provision is the corporation's policy, was not bargained, and is included for informational purposes only:* The use of unpaid leave without proper documentation of medical necessity will be considered during the annual performance evaluations (mandatory full-point deduction from final rating), will result in a 1st written conduct review from the HR Dept., and may lead to additional corrective action(s) up to and including termination as follows:
        i. Verbal conversation with a direct supervisor
        ii. 2nd/Final written conduct review from HR Dept.
        iii. Consideration of reappointment
        iv. Contract non-renewal or discontinuation

B. Sick Leave

1. The Board shall provide teachers signing their first four (4) contracts with the Board with ten (10) days of paid sick leave during the school year. In the event a teacher is employed for less than a full school year for any reason the Board shall prorate this sick leave as follows: Ten (10) sick days divided by ten (10) months multiplied by the number of months the teacher is employed for that contract year rounded to the nearest one-half (1/2) day. A teacher may use sick leave on account of personal illness, doctor or dentist appointments (both of a personal nature and for an Immediate Family member), injury, isolation, quarantine, or to care for an Immediate Family member without the loss of compensation.

2. The Board shall provide a teacher who has signed their 5th contract with the Board with eight (8) days of paid sick leave during the school year. In the event a teacher is employed for less than a full school year for any reason the Board shall prorate this sick leave as follows: days paid divided by one hundred eighty-three (183) multiplied by eight (8) rounded to the nearest one-half (1/2) day. A teacher may use sick leave on account of personal illness, doctor or dentist appointments (both of a personal nature and for an Immediate Family member), injury, isolation, quarantine, or to care for an Immediate Family member without the loss of compensation.

3. Should a teacher fail to use all paid sick leave provided for the school year, the unused sick leave accumulates without limit.

4. In the event, the Board employs a teacher who has accumulated one (1) or more days of sick leave in another Indiana school corporation, the Board shall provide the teacher with no more than five (5) days of additional sick leave during the first year of employment, as well as each subsequent year of employment until the accumulated sick leave to which the teacher was entitled in the teacher's last place of employment is exhausted.

5. The Board will credit a teacher with sick leave accumulated prior to a leave of absence upon the teacher's return to work.

6. The Board will provide all teachers with a written accounting of accumulated sick leave on each payroll voucher.

7. The Board will allow teachers employed in summer school classes to use one (1) day of sick or personal business leave, per summer, that accrued, but was unused, during the school year immediately preceding the summer school classes on the following prorated basis: three (3) hours or less shall equal one-half (1/2) day and more than three (3) hours shall equal one (1) day.

8. The Board will treat a teacher's absence from work as excused if an emergency arises which requires the teacher's presence due to illness or injury experienced by a member of the teacher's immediate family. The Board will charge any such absence against the teacher's accumulated sick leave.

9. If a teacher makes use of a sick day: (a) to extend (by a single day) a holiday or scheduled recess; or (b) to extend (by a single day) a personal business leave of three (3) consecutive days in length, the teacher shall be required to provide the Board with written documentation from a licensed medical practitioner that excuses the teacher's absence from work. Should the teacher fail to submit the required documentation of medical necessity, the Board will require the teacher to relinquish two (2) days of their paid personal business leave. If adequate personal business leave is unavailable, the absence will be charged as unpaid and handled according to Article IV.

C. Sick Leave Bank

1. The Board shall establish a voluntary sick leave bank. Participating teachers may borrow a limited number of sick leave days from the Sick Leave Bank for an FMLA-qualifying event.

2. In the event that a teacher has not already submitted the statement of an attending physician verifying the nature of the illness in conjunction with a Board approved leave, the teacher shall be required to submit such medical certification information prior to becoming eligible to borrow days from the Sick Leave Bank.

3. To establish the Sick Leave Bank, all participating teachers must donate two (2) of their accumulated and credited sick leave days. A teacher wishing to participate must donate such days by submitting the appropriate form to the Business Office on or before September 30th (or closest business day) for the 2026-2027 school year. Teachers who are employed less than full-time shall donate days on a prorated basis and receive borrowed days on a prorated basis. If a participating teacher's bank of paid sick days is depleted at the time of enrollment, the teacher may instead donate accrued personal business leave. However, no participating teacher may borrow personal business days to enroll in the Sick Leave Bank. At the conclusion of each school year, the Sick Leave Bank's unused days will be carried over to the next school year.

4. Participating teachers will not be required to donate additional days to the Sick Day

Bank unless the Board and the Association agree that additional donations are necessary to keep the Sick Leave Bank operative.

5. All donated days are a permanent contribution to the Sick Leave Bank and are not transferable to another school corporation should a participating teacher leave their employment with the Board.

6. The Board agrees to contribute to the Sick Leave Bank a matching number of sick leave days equivalent to one-half (1/2) of the total number of days that are donated by participating teachers.

7. Participating teachers may apply to borrow days from the Sick Leave Bank by submitting the appropriate form to the Human Resources Department. The teacher's accumulated sick leave must be exhausted prior to borrowing days from the Sick Leave Bank.

8. A participating teacher may borrow up to sixty (60) days per year, but not more than one hundred eighty (180) days during the teacher's employment by the Board.

9. Teachers who participate in the Sick Leave Bank are only allowed to use donated sick leave for extended FMLA, presuming their individual sick leave has been exhausted. If the teacher has transferable sick leave days from another Indiana school corporation, they must first exhaust that balance prior to utilizing the Sick Leave Bank.

10. All sick leave in excess of two hundred fifty (250) days that has been accumulated by a teacher who retires shall be considered to have been donated to the Sick Leave Bank at the time of retirement.

D. Bereavement Leave

A teacher may initiate bereavement leave at any time within the two (2) month period before and/or after the date of death. Paid bereavement leave may be utilized in a maximum of two separate installments. Upon written request and approval of the Director of Human Resources or their designee, a teacher may receive one (1) additional day of bereavement leave or use beyond the permitted two (2) month period before and/or after the date of death for extenuating circumstances or travel accommodations. The Board shall provide each eligible teacher with:

1. **Immediate Family:** Five (5) regularly scheduled workdays of paid bereavement leave as the result of a death in the immediate family. Immediate family is defined as a spouse, children (including step, foster, in-law, miscarriages, and stillborn births), mother (including step, foster, and in-law), father (including step, foster, and in-law), brother (including step, foster, and in-law), sister (including step, foster, and in-law), grandchildren, grandparents (including step, foster, and in-law), or any other member of the family unit whose residence is in the same household as the employee.

2. **Non-immediate Family:** Two (2) regularly scheduled workdays of paid bereavement leave as the result of the death of other family members not considered immediate family.

3. **Other:** One (1) regularly scheduled workday of paid bereavement leave as the result of the death of a close friend or pet.

    a. In the event of the death of a staff member, the building principal shall select a committee to attend the funeral.

E. Jury Duty Leave and Witness Fees

1. **Jury Duty:** The Board shall pay a teacher who is summoned for jury duty the teacher's daily rate in exchange for any witness fees the teacher receives from the court. In order to receive this payment, the teacher must provide the Board with prior notice of the summons for jury duty and then report for jury duty. The teacher may retain all out-of-pocket reimbursements for such items as parking fees, travel costs, etc.

2. **Court Appearance(s):** The Board shall pay a teacher who is subpoenaed (1) to testify on behalf of the Board, and (2) to testify as a neutral witness in a case involving neither the Board, the Association, nor the teacher. Under these agreements, the Board shall pay a teacher who is subpoenaed the teacher's daily rate in exchange for any witness fees the teacher receives from the court. In order to receive this payment, the teacher must provide the Board with prior notice of the receipt of the subpoena. The teacher may retain all out-of-pocket reimbursements for such items as parking fees, travel costs, etc. A teacher's receipt of this payment shall be subject to a rule of reasonableness. Subpoenas for personal matters unrelated to official Board business are excluded; teachers must use personal leave for any time away from work for personal court appearances.

3. **CASA Court Appointed Special Advocate:** The Board shall pay a teacher who is appearing as a Court Appointed Special Advocate (CASA) the teacher's daily rate in exchange for any witness fees the teacher receives from the court. In order to receive this payment, the teacher must provide the Board with prior notice. The teacher may retain all out-of-pocket reimbursements for such items as parking fees, travel costs, etc.

F. Religious Holiday Leave

The Board shall provide each teacher with two (2) days of paid religious holiday leave during the school year. The teacher must be a member of a nationally recognized religious body. The teacher may request paid religious holiday leave in order to participate in the celebration of a ritual or observance required by their faith and the ritual or observance occurs during the course of the regular teacher workday.

G. Military Leave

The Board shall provide a teacher with such a temporary leave of absence related to military service consistent with the terms of relevant provisions of federal and state law, including but not limited to the Family and Medical Leave Act and/or I.C. 20-28-10-6 thru I.C. 20-28-10-11, as from time to time amended. During leave for drills and annual training of not more than fifteen (15) consecutive or non-consecutive days per calendar year, a teacher shall be entitled to continue to receive their pay from the

Board and retain their military pay.

H. Association Leave

a. The Board will provide the Association President or their designee with forty (40) days of paid release time during the course of the school year in order to conduct Association Business. The Association shall reimburse the Board for the cost of any substitute required as the result of any such released time which exceeds forty (40) days during the course of the school year.

b. *This provision is the corporation's policy, was not bargained, and is included for informational purposes only:* Due to the many responsibilities imposed on the President(s) of the Association, and in order to enhance the quality of instruction in the classes taught by him or her and maintain continuity, the Board will provide the building to which the President is assigned with an instructional aide who is also a licensed substitute teacher. The building principal and the President will work out a mutually agreed upon schedule for the use of the aide. The presence of this aide will not be used to justify absences in excess of those authorized by the terms of this Agreement.

I. Temporary Disability Leave

a. A teacher may request approval of a temporary disability leave for a period of time during which a physician certifies that the teacher is unable to perform their regular teaching duties.

b. The Board may approve temporary disability leave subsequent to a teacher's utilization of all or any portion of their accumulated paid sick and personal business leave days.

c. The Board may approve temporary disability leave for the duration of the illness, not to exceed one (1) school year. The Board may grant consecutive temporary disability leaves to a teacher, as is appropriate.

d. A teacher seeking approval of temporary disability leave shall submit the required form, including the physician's certification, to the Human Resources Department at least ten (10) workdays in advance of the effective date of the leave, whenever possible. The teacher shall include the tentative beginning and ending dates for the requested leave. The Board shall retain the right to request a second medical opinion, at the Board's sole expense, in order to confirm the medical necessity for the requested leave. Should the medical opinions of the two physicians be in conflict, the Board may request a third medical opinion, again at the Board's sole request.

e. A teacher may request temporary disability leave for pregnancy and pregnancy-related disabilities, whether pre-or postnatal in origin, as long as the physician certification of disability is also submitted.

f. A teacher seeking to return to work following a temporary disability leave shall submit a medical release to the Board not less than ten (10) days prior to the

anticipated return to work date, whenever possible. The Board shall retain the right to request a second medical opinion, at the Board's sole expense, in order to confirm the terms of the medical release. Should the medical opinions of the two physicians be in conflict, the Board may request a third medical opinion, again at the Board's sole expense.

J. Parental Care Leave

1. A teacher who is pregnant may continue in active employment as late into pregnancy as the teacher wishes if the teacher can fulfill the requirements of the teacher's position.

2. School City of Mishawaka provides four (4) weeks of paid parental leave to all employees following a vaginal or cesarean birth or adoption of a child under the age of 18 in recognition of the importance of work/life balance and offering parents the opportunity to bond with their new child. Employees must have worked for School City of Mishawaka for a minimum of 90 days to be eligible for this leave.

3. If the employee meets the eligibility requirements of the FMLA/disability leave, Paid Parental Leave will run concurrently. The concurrent use of Paid Parental Leave and FMLA leave will decrease, in whole or in part, the amount of FMLA leave available to an employee. Paid Parental Leave is available for births and adoptions that take place following the policy effective date of July 1, 2023 and should occur over the first 20 work days (of equivalent hours) immediately following the event.

4. The Board will grant a leave of absence to a teacher who is pregnant any time between the commencement of the teacher's pregnancy and one (1) year following the birth of the child if the teacher notifies the Superintendent or their designee at least thirty (30) days before the date on which the teacher wishes to start the leave. The teacher shall provide notice of the expected length of this leave, including with this notice either a physician's statement certifying the teacher's pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the Board shall grant the leave immediately upon the teacher's request and the certification of the emergency from an attending physician. The Board may grant requests for the extension of this leave, provided that the additional leave period does not extend past one (1) year following the birth of the child unless the extension beyond one (1) year coincides with the end of a semester.

5. All or part of a leave taken by a teacher because of a temporary disability caused by the teacher's pregnancy, even beyond the duration of time permissible under FMLA, may be charged, at the teacher's discretion, to the teacher's accumulated and available sick days. Once accumulated sick days are exhausted the teacher shall be entitled to complete the remaining period of the leave without pay.

K. Sabbatical Leave

1. The Board may grant a teacher, on written request, an unpaid sabbatical of up to one (1) school year for the improvement of professional skills through:

a. Advanced study;
b. Work experience;
c. Teacher exchange programs; or
d. Approved educational travel.

L. Unpaid Leave

1. Unpaid leaves of absence under this section are intended solely to provide relief to teachers experiencing serious personal illness, injury, medical necessity, or FMLA-qualifying events after all accrued paid leave (e.g., sick leave, personal leave) has been exhausted.

2. The Board will assign a teacher returning from an approved leave to a teaching position for which the teacher is certified or otherwise qualified under the rules of the state board.

3. Teachers on an approved unpaid leave of absence for an entire school year may continue to participate in the Board's group health, dental, vision, and life insurance plans through COBRA, but must pay the total cost of all associated premiums during the period of the unpaid leave of absence without any contribution toward the same on the part of the Board.

4. Teachers on an approved unpaid leave of absence for less than an entire school year but in excess of thirty (30) non-FMLA covered workdays may continue to participate in the Board's group health, dental, vision, and life insurance plans by paying the appropriate cost of all associated premiums as follows:

a. The computation of the teacher's premium costs shall take into account the number of earned benefit days as follows: three hundred sixty-five (365) benefit days divided by one hundred eighty-three (183) workdays equals one and nine hundred ninety-five one-thousandths (1.995) benefits days earned for each workday.

b. Teachers who complete one hundred fifty (150) workdays or more during a given school year shall be eligible to receive the full insurance benefits established under the terms of this Agreement.

5. Teachers on approved unpaid leave may make payment to the Board of all required premiums on a monthly basis as long as the Board receives this payment in advance of the month of coverage. At the teacher's option, the teacher may choose to make premium payments to the Board on a quarterly basis.

6. Except as modified by this Agreement, a teacher's utilization of unpaid leave shall be governed by the terms of I.C. 20-28-10, as from time to time amended.

7. The provisions of the Family and Medical Leave Act ("FMLA") will also apply to all leave requests, as appropriate. All FMLA leave shall be concurrent with the period of any other unpaid leave approved under the terms of this Agreement.

ARTICLE V : GRIEVANCE PROCEDURES

A. Definitions

1. A grievance shall mean a complaint by a teacher, in the bargaining unit, that there has been a violation, misinterpretation, or inequitable application of a specific provision of this Agreement.

2. "Board" means the governing body of the School City of Mishawaka and any persons authorized to act for the governing body in dealing with its teachers.

3. "Days" for purposes of this grievance procedure shall, during the period of time covered by the official school calendar, mean teacher working days. During the period of time not covered by the official school calendar, "days" shall mean weekdays and shall exclude Saturdays, Sundays, and legal holidays.

4. "Teacher" may mean a group of teachers having the same grievance.

B. General Provisions

1. The Board will take no reprisal against any teacher for the use of or participation in the grievance procedure.

2. The adjustment of any grievance issue shall be consistent with the terms of this Agreement.

3. Normally the Board will not honor any claim for back pay for more than ten (10) days prior to the date on which the grievance was initiated. An exception may be made in the event of a continuing grievance, provided the grievant can demonstrate that the grievance was initiated within ten (10) days after the grievant knew or had reason to know of the act or condition which gave rise to the grievance. In no case will the Board honor a claim for back wages prior to the school year in which the grievance was initiated.

4. The documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants(s).

5. The time limits set out in this Article are maximums that can only be extended by the written agreement of the parties to this Agreement.

6. A teacher may initiate a grievance at the Superintendent Level (Step Two of the procedure) if a group or class of teachers is affected by the problem or if the issue is the result of an action by the Board, other than the building principal. Grievances initiated at Step Two shall be submitted to the Superintendent on the prescribed form within ten (10) days following the event giving rise to the grievance. A copy of the prescribed grievance form is attached hereto as Appendix C.

7. At any step of this procedure, the Board's failure to communicate the decision on a

grievance within the specified time limit shall not prohibit the grievance from being appealed. Such an appeal from Step One shall occur within the time limit for an appeal from Step One.

8. Any grievance issue not advanced from one step to the next within the time limits of that step shall be deemed resolved without prejudice by the Board's answer at the previous step.

C. Procedures

1. Informal Grievance Procedures:

a. Within ten (10) working days following the questionable act or condition which has prompted the need for a grievance, the teacher, either personally or accompanied by an Association representative, shall meet with the Principal or their designee in an effort to resolve the issue.

b. The teacher must notify the Principal that a grievance is being initiated and that the meeting is considered as the informal level of the grievance procedure.

2. Formal Grievance Procedures:

a. If the Informal Grievance Procedure fails to resolve the issue, the teacher may state the issue in writing on the prescribed form. The teacher must submit this form to the Principal within five (5) days from the date of the meeting with the Principal.

b. Within five (5) days of the receipt of the prescribed form, the Principal may either hold an additional meeting or state their position on the prescribed form. If a meeting is held, the teacher may appear personally or be accompanied by an Association representative. The parties will schedule this meeting at such time as to avoid disruption of the normal school routine and duties of teachers.

c. Within ten (10) days of the meeting, or longer if mutually agreed to, the Principal shall respond to the grievance on the prescribed form.

d. If the teacher does not accept the Principal's written response, the teacher may appeal the matter to the Superintendent by submitting the prescribed form to him within five (5) days from the date of the Principal's response.

e. Within ten (10) days of the receipt of the prescribed form, the Superintendent or their designee will hold a meeting to discuss the grievance. The parties will schedule this meeting at such time as to avoid disruption of the normal school routine and duties of teachers.

f. Within ten (10) days of the meeting, or longer if mutually agreed to, the Superintendent or their designee shall respond to the grievance on the prescribed form.

g. The Superintendent or designee's response shall be final and binding unless the teacher notifies the Superintendent within ten (10) days from the date of the response of the intent to submit the matter to non-binding mediation.

h. If the grievance is not settled at the preceding step, the teacher may submit the matter to non-binding mediation. The parties will be required to agree on the selection of a mediator within ten (10) working days from the date of the Superintendent's receipt of the notice of intent to submit the matter to mediation.

i. Within five (5) school days of the selection of a mediator, the parties will contact the mediator directly and notify the mediator of their appointment, request available mediation dates, and mutually agree to a mediation date. The mediator, for good cause shown, may postpone the mediation session or extend any period of time upon request of a party or upon their own initiative and shall postpone the session or extend any period of time upon mutual agreement of the parties. Prior to the mediation session, the parties will submit to the mediator all relevant grievance documents. The parties may agree to hold as many mediation sessions as necessary.

j. If appropriate, the mediator may make recommendations for the resolution of the grievance to the parties. If the parties agree to accept the mediator's recommendations, the agreement will be reduced to writing, executed by the parties, and implemented. All such resolutions shall be non-precedential, and may not be cited in any subsequent proceeding, whether administrative or judicial in nature. In the event of a resolution, the parties will consider the grievance to have been withdrawn with prejudice.

k. The parties will share equally the fees and expenses associated with the mediation.

l. If the parties cannot agree to a resolution of the grievance through mediation, the teacher may notify the President of the Board of School Trustees in writing within ten (10) days from the date of receipt of the mediator's recommendations of the intent to submit the matter to the Board of School Trustees.

m. Within thirty (30) days of the Board President's receipt of the notification, the Board of School Trustees may hold a hearing on the grievance at a regular or special meeting. At this hearing, the Board of School Trustees may not consider any allegation, information, remedy, or evidence that has not been previously disclosed as part of the grievance procedure.

n. At the earliest opportunity following the hearing, the Board of School Trustees will take final action at a public meeting to decide the matter. The Board of School Trustees will provide the teacher with written notice of its decision within five (5) days of having taken such final action. The decision of the Board of School Trustees shall be final.

ARTICLE VI : TERMS OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2026, and shall continue in effect through June 30, 2027.

B. The parties agree to initiate formal negotiations for a successor Agreement on or about September 15, 2027.

C. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

D. This Agreement is made and entered into this 21st day of October, 2026, by and between the Board of School Trustees for the School City of Mishawaka and the Mishawaka Education Association.

The undersigned attest to the following:

1. *A Pre-Bargaining Public Hearing was held on September 11, 2026, in compliance with Indiana Code 20-29-6-1(b), and electronic participation from the parties and/or public was not permitted.*
2. *A Tentative Agreement Public Meeting was held on October 7, 2026, in compliance with Indiana Code 20-29-6-19 to discuss the tentative agreement and electronic participation from the governing body and/or public was not allowed.*

Mishawaka Education Association

Exclusive Representative Ratification: October 6, 2026

School City of Mishawaka

President

Vice President

Secretary

Member

Member

Superintendent

Spokesperson

Ratification Public Meeting: October 21, 2026

APPENDIX A:
2026-2027 EXTRACURRICULAR ACTIVITIES SCHEDULE

Any reference to additional workdays that is contained in Appendix A was not bargained and has been included in the Agreement for informational purposes only.

The Board will compensate teachers for participation in grant projects in accordance with grant guidelines.

Adjustment of Pay

When a teacher fails to fulfill their *extracurricular* responsibilities to the point where there is another teacher employed to fulfill those responsibilities or shares those responsibilities of an *extracurricular* position with another individual, the Association shall be contacted and an equitable agreement between the Association, the Administration, and the parties involved shall be worked out.

Payment of Coach and Responsibility Stipends

All teachers having coaching/responsibility *greater than* six thousand and 00/100 dollars ($6,000) per stipend, will elect one of the following pay options, one time annually:

1. Equal payments over the remaining annual contract payouts.
2. A one-time payment according to the Extracurricular Activities Schedule.

All other stipends six thousand and 00/100 dollars ($6,000) or less, per stipend, will be issued as a one-time payment according to the Extracurricular Activities Schedule.

LEVEL	ASSIGNMENT	AMOUNT SY 26-27	PAYOUT
K-12	Academic Competitions Coordinator	$2,000.00	June
K-12	Robotics Coordinator	$3,000.00	June
Elem	Basketball: Head Coach - Boys	$700.00	March
Elem	Basketball: Head Coach - Girls	$700.00	December
Elem	Choir	$500.00	June
Elem	Math Bowl	$350.00	June
Elem	Patrol Sponsor	$1,000.00	June
Elem	Principal's Designee (Battell, Hums, Twin Branch only)	$1,100.00	June
Elem	Robotics Competition Coach: Local	$1,500.00	June
Elem	Robotics Competition Coach: State/National	$750.00	June
Elem	Robotics Competition Asst. Coach: Local	$500.00	June
Elem	Science Bowl	$350.00	June
Elem	Spell Bowl	$350.00	June
Elem	Spelling Bee	$150.00	June
Elem	Student Council	$300.00	June
Elem	Track: Head Coach - Boys/Girls	$700.00	June
Elem	Volleyball: Head Coach	$700.00	December
JYMS	Academic Coach: English	$500.00	June
JYMS	Academic Coach: Math	$500.00	June
JYMS	Academic Coach: Science	$500.00	June
JYMS	Academic Coach: Social Studies	$500.00	June
JYMS	Band: Director	$2,500.00	June
JYMS	Band/Orchestra: Assistant Director	$1,500.00	June
JYMS	Basketball: Head Coach - Boys 8	$2,600.00	December
JYMS	Basketball: Head Coach - Boys 7	$2,600.00	December
JYMS	Basketball: Head Coach - Girls 7	$2,600.00	March
JYMS	Basketball: Head Coach - Girls 8	$2,600.00	March
JYMS	Cheerleading: Head Coach - Fall 7	$1,200.00	December
JYMS	Cheerleading: Head Coach - Fall 8	$1,200.00	December
JYMS	Cheerleading: Head Coach - Spring 7	$1,200.00	March
JYMS	Cheerleading: Head Coach - Spring 8	$1,200.00	March
JYMS	Choir Director	$500.00	June
JYMS	Cross Country: Head Coach - 7/8	$1,500.00	December
JYMS	Cross Country: Assistant Coach - 7/8	$1,000.00	December
JYMS	Department Chair: Alternative Education	$1,000.00	June
JYMS	Department Chair: Exceptional Learners	$1,000.00	June
JYMS	Department Chair: Fine Arts	$1,000.00	June
JYMS	Department Chair: Language Arts	$1,000.00	June
JYMS	Department Chair: Math	$1,000.00	June

LEVEL	ASSIGNMENT	AMOUNT SY 26-27	PAYOUT
JYMS	Department Chair: P.E./Health	$1,000.00	June
JYMS	Department Chair: Science	$1,000.00	June
JYMS	Department Chair: Social Studies	$1,000.00	June
JYMS	Department Chair: CTE	$1,000.00	June
JYMS	Department Chair: Exploratory Rotations	$1,000.00	June
JYMS	Drama Coordinator	$1,500.00	June
JYMS	FIRST Tech Challenge: Assistant Coach	$1,500.00	June
JYMS	FIRST Tech Challenge: Head Coach	$2,500.00	June
JYMS	Football: Assistant Coach - 7	$2,649.00	December
JYMS	Football: Assistant Coach - 8	$2,649.00	December
JYMS	Football: Head Coach - 7	$3,000.00	December
JYMS	Football: Head Coach - 8	$3,000.00	December
JYMS	History Day: Coordinator	$350.00	June
JYMS	History Day: Local	$200.00	June
JYMS	History Day: State	$300.00	June
JYMS	History Day: National	$750.00	June
JYMS	National Junior Honor Society	$1,450.00	June
JYMS	News Coordinator	$2,000.00	June
JYMS	Robotics Competition Coach: Local	$1,500.00	June
JYMS	Robotics Competition Coach: State/National	$750.00	June
JYMS	Science Fair Coordinator	$250.00	March
JYMS	Science Olympiad Coordinator	$500.00	June
JYMS	Soccer: Assistant Coach - Boys 7/8	$1,200.00	December
JYMS	Soccer: Assistant Coach - Girls 7/8	$1,200.00	December
JYMS	Soccer: Head Coach - Boys 7/8	$2,000.00	December
JYMS	Soccer: Head Coach - Girls 7/8	$2,000.00	December
JYMS	Spell Bowl Coach	$350.00	December
JYMS	Student Council	$1,000.00	June
JYMS	Track: Head Coach - Boys 7/8	$1,500.00	June
JYMS	Track:Head Coach - Girls 7/8	$1,500.00	June
JYMS	Volleyball: Head Coach - 7	$2,649.00	December
JYMS	Volleyball: Head Coach - 8	$2,649.00	December
JYMS	Wrestling: Head Coach - 7	$2,573.00	March
JYMS	Wrestling: Head Coach - 8	$2,573.00	March
JYMS	Wrestling: Assistant Coach - 7/8	$1,200.00	March
JYMS	Yearbook Sponsor	$1,000.00	June
MHS	Academic Coach Super Bowl: Fine Arts Music	$1,500.00	June
MHS	Academic Coach Super Bowl: Fine Arts Visual	$1,500.00	June
MHS	Academic Coach Super Bowl: Language Arts	$1,500.00	June

LEVEL	ASSIGNMENT	AMOUNT SY 26-27	PAYOUT
MHS	Academic Coach Super Bowl: Math	$1,500.00	June
MHS	Academic Coach Super Bowl: Science	$1,500.00	June
MHS	Academic Coach Super Bowl: Social Studies	$1,500.00	June
MHS	Academic Competition: Proctor	$300.00	June
MHS	Academic Competition: Timekeeper	$300.00	June
MHS	Band: Director	$5,500.00	June
MHS	Band (Marching): Assistant Director	$1,500.00	June
MHS	Band: Summer Lessons Assistant	$2,500.00	September
MHS	Band: Summer Lessons Head	$2,500.00	September
MHS	Baseball: Assistant Coach	$2,700.00	June
MHS	Baseball: Head Coach	$5,000.00	June
MHS	Basketball: Assistant Coach - Boys	$4,800.00	March
MHS	Basketball: Assistant Coach - Girls	$4,800.00	March
MHS	Basketball: Head Coach - Boys	$12,500.00	March
MHS	Basketball: Head Coach - Girls	$12,500.00	March
MHS	Cadet Teaching	$1,125.00	June
MHS	Cheerleading: Assistant Coach - Fall	$1,000.00	December
MHS	Cheerleading: Head Coach - Fall	$2,000.00	December
MHS	Cheerleading: Assistant Coach - Spring	$1,000.00	June
MHS	Cheerleading: Head Coach - Spring	$2,000.00	June
MHS	Color Guard	$3,250.00	March
MHS	Class Sponsor: Juniors	$1,400.00	June
MHS	Class Sponsor: Seniors	$1,400.00	June
MHS	Choir Director	$2,500.00	June
MHS	Choreographer: Fall	$1,625.00	December
MHS	Choreographer: Spring	$1,625.00	June
MHS	Cross Country: Assistant Coach - Boys	$1,500.00	December
MHS	Cross Country: Assistant Coach - Girls	$1,500.00	December
MHS	Cross Country: Head Coach - Boys	$3,000.00	December
MHS	Cross Country: Head Coach - Girls	$3,000.00	December
MHS	Culinary Arts Catering/Event Coordinator	$2,500.00	June
MHS	Dance Coach: Fall	$2,000.00	December
MHS	Dance Coach: Winter/Spring	$2,000.00	June
MHS	Alternative Education Facilitator	$2,500.00	June
MHS	Department Chair: Art	$1,750.00	June
MHS	Department Chair: CTE/Business	$2,500.00	June
MHS	Department Chair: CTE/FACS	$2,500.00	June
MHS	Department Chair: CTE/Industrial Tech	$2,500.00	June
MHS	Department Chair: English	$2,500.00	June
MHS	Department Chair: Exceptional Learners	$2,500.00	June

LEVEL	ASSIGNMENT	AMOUNT SY 26-27	PAYOUT
MHS	Department Chair: School Counseling	$1,750.00	June
MHS	Department Chair: Math	$2,500.00	June
MHS	Department Chair: Music / Fine Arts Facilitator	$1,750.00	June
MHS	Department Chair: P.E./Health	$1,750.00	June
MHS	Department Chair: Social Studies	$1,750.00	June
MHS	Department Chair: World Language	$1,750.00	June
MHS	Department Chair: Science	$2,500.00	June
MHS	Dramatics Director: Fall	$2,200.00	December
MHS	Dramatics Director: Spring	$2,200.00	June
MHS	eSports: Head Coach	$1,000.00	June
MHS	EV Grand Prix: Head Coach	$2,500.00	June
MHS	EV Grand Prix: Asst Coach	$1,500.00	June
MHS	FIRST Robotic Challenge: Asst Coach	$2,500.00	June
MHS	FIRST Robotic Challenge: Head Coach	$3,500.00	June
MHS	FIRST Tech Challenge: Assistant Coach	$2,000.00	June
MHS	FIRST Tech Challenge: Head Coach	$3,000.00	June
MHS	Football: Head Coach	$12,500.00	December
MHS	Football: Assistant Coach	$4,800.00	December
MHS	Golf: Head Coach - Boys	$3,000.00	June
MHS	Golf: Head Coach - Girls	$3,000.00	November
MHS	Golf: Assistant Coach - Boys/Girls	$1,500.00	November
MHS	Mock Trial Coach	$2,000.00	June
MHS	National Art Honor Society	$1,000.00	June
MHS	National Honor Society Sponsor	$1,450.00	June
MHS	National French Honor Society	$1,000.00	June
MHS	MHS Network Director	$9,750.00	June
MHS	Newspaper	$1,000.00	June
MHS	Orchestra: Director	$1,500.00	June
MHS	Orchestra: Summer Lessons	$2,500.00	September
MHS	Quiz Bowl Coach	$2,000.00	March
MHS	Quiz Master	$700.00	June
MHS	Scholastic Writing Club Sponsor	$1,000.00	June
MHS	Science Olympiad: Assistant Coach	$1,400.00	June
MHS	Science Olympiad: Head Coach	$2,800.00	June
MHS	Soccer: Assistant Coach - Boys	$2,000.00	December
MHS	Soccer: Assistant Coach - Girls	$2,000.00	December
MHS	Soccer: Head Coach - Boys	$3,750.00	December
MHS	Soccer: Head Coach - Girls	$3,750.00	December
MHS	Softball: Assistant Coach	$2,700.00	June

LEVEL	ASSIGNMENT	AMOUNT SY 26-27	PAYOUT
MHS	Softball: Head Coach	$5,000.00	June
MHS	Sound/Light Coordinator	$2,000.00	June
MHS	Spell Bowl Coach	$1,000.00	June
MHS	Spring Musical Pit Orchestra Director	$1,000.00	June
MHS	Spring Musical Vocal Director	$1,000.00	June
MHS	Stage Construction/Set Builder	$2,200.00	June
MHS	Student Council Sponsor	$2,500.00	June
MHS	Swimming: Assistant Coach	$3,000.00	March
MHS	Swimming: Assistant Coach - Diving	$3,000.00	March
MHS	Swimming: Head Coach	$4,400.00	March
MHS	Tennis: Assistant Coach - Boys	$1,500.00	December
MHS	Tennis: Assistant Coach - Girls	$1,500.00	June
MHS	Tennis: Head Coach - Boys	$3,000.00	December
MHS	Tennis: Head Coach - Girls	$3,000.00	June
MHS	Track: Assistant Coach - Boys	$2,700.00	June
MHS	Track: Assistant Coach - Girls	$2,700.00	June
MHS	Track: Head Coach - Boys	$5,000.00	June
MHS	Track: Head Coach - Girls	$5,000.00	June
MHS	Unified Track	$2,700.00	June
MHS	Volleyball: Assistant Coach	$4,000.00	December
MHS	Volleyball: Head Coach	$7,000.00	December
MHS	WBL/SBL Coordinator	$2,500.00	June
MHS	Wrestling: Assistant Coach	$3,000.00	March
MHS	Wrestling: Head Coach	$5,500.00	March
MHS	Yearbook	$1,600.00	June
YAS	Believe Store Coordinator	$2,500	June

APPENDIX B:
2026-2027 EMPLOYEE PAY DATES

2026-2027 *Salaried* Employee Pay Dates				
Pay Period Start Date		Pay Period End Date		Pay Date
Sunday	8/09/26	Saturday	8/22/26	9/4/2026 *(1st pay of SY 26-27)*
Sunday	8/23/26	Saturday	9/5/26	9/18/2026
Sunday	9/6/26	Saturday	9/19/26	10/2/2026
Sunday	9/20/26	Saturday	10/3/26	10/16/2026
Sunday	10/4/26	Saturday	10/17/26	10/30/2026
Sunday	10/18/26	Saturday	10/31/26	11/13/2026
Sunday	11/1/26	Saturday	11/14/26	11/27/2026
Sunday	11/15/26	Saturday	11/28/26	12/11/2026
Sunday	11/29/26	Saturday	12/12/26	12/25/2026
Sunday	12/13/26	Saturday	12/26/26	1/8/2027
Sunday	12/27/26	Saturday	1/9/27	1/22/2027
Sunday	1/10/27	Saturday	1/23/27	2/5/2027
Sunday	1/24/27	Saturday	2/6/27	2/19/2027
Sunday	2/7/27	Saturday	2/20/27	3/5/2027
Sunday	2/21/27	Saturday	3/6/27	3/19/2027
Sunday	3/7/27	Saturday	3/20/27	4/2/2027
Sunday	3/21/27	Saturday	4/3/27	4/16/2027
Sunday	4/4/27	Saturday	4/17/27	4/30/2027
Sunday	4/18/27	Saturday	5/1/27	5/14/2027
Sunday	5/2/27	Saturday	5/15/27	5/28/2027
Sunday	5/16/27	Saturday	5/29/27	6/11/2027
Sunday	5/30/27	Saturday	6/12/27	6/25/2027
Sunday	6/13/27	Saturday	6/26/27	7/9/2027
Sunday	6/27/27	Saturday	7/10/27	7/23/2027
Sunday	7/11/27	Saturday	7/24/27	8/6/2027
Sunday	7/25/27	Saturday	8/7/27	8/20/2027 *(26th pay of SY26-27)*

*Please remember to check your pay stub regularly.

APPENDIX C:
GRIEVANCE FORM: PART I

Distribution: 1. Superintendent 2. Principal 3. Association 4. Employee

Name of Grievant: _____

Building: _____

Assignment: _____

Date Filed: _____

STEP 1

A. Date Cause of Grievance Occurred: _____

B. Contract Provision Violated: _____

Relief Sought:

_____

_____

_____

Signature: _____ Date: _____

C. Disposition by Principal:

_____

_____

_____

_____

Signature: _____ Date: _____

D. Position of Grievant and/or Association:

_____

_____

_____

_____

Signature: _____ Date: _____

GRIEVANCE FORM: PART II

Distribution: 1. Superintendent 2. Principal 3. Association 4. Employee

Grievance Number: _____

Name of Grievant: _____

Building: _____

Assignment: _____

Date Filed: _____

STEP 2

A. Date of Appeal to Superintendent: _____

B. Grounds for Appeal:

_____

_____

_____

_____

Grievant's Signature: _____ Date: _____

Association Rep's Signature: _____ Date: _____

C. Date, Time and Place of Meeting with Superintendent:

_____

_____

D. Disposition by Superintendent:

_____

_____

_____

_____

Superintendent's Signature: _____ Date: _____

E. Position of Grievant and/or Association:

_____

_____

_____

_____

Grievant's Signature: _____ Date: _____

Association Rep's Signature: _____ Date: _____