

**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF THE
COWAN COMMUNITY SCHOOL CORPORATION
AND THE
COWAN COMMUNITY CLASSROOM TEACHERS ASSOCIATION**

Agreement 11/6/2025

This agreement is entered into this day of November 6, 2025, effective July 1, 2025, except as otherwise indicated in this Agreement, by and between the Board of the Cowan Community Schools, hereinafter called the "Board" and the Cowan Community Classroom Teachers Association, hereinafter called the "Association."

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ARTICLE I

INTRODUCTION

This Agreement made by and between The Board of School Trustees of the Cowan Community School Corporation, hereinafter referred to as the “Board,” and the Cowan Community Classroom Teachers Association, an affiliate of the Indiana State Teachers Association and the National Education Association, hereinafter referred to as the “Association.”

A. Entire Agreement Clause

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

B. Duration of Agreement Clause

This Agreement shall be effective as of the 1st day of July 2025, and shall continue in effect through the 30th day of June 2026.

ARTICLE II

RECOGNITION OF THE EXCLUSIVE REPRESENTATIVE

- A. The Board recognizes the Association as the Exclusive Representative for all certificated contractual employees of the Board for the duration of the Agreement except the Superintendent, Principals, Assistant Principals, Directors, Speech Language Pathologist, and others determined by agreement of the Board and the Association, or determined to be supervisors or confidential employees by the Indiana Education Employment Relations Board.
- B. The Association recognizes that the Board has the responsibility and the authority to manage and direct, on behalf of the public, all operations and activities of the school corporation both to the fullest extent authorized by law and in any manner or decision it shall deem appropriate limited only by that which is inconsistent with law or violates the provisions of the agreement.

ARTICLE III

SALARY and WAGES

A. Salaries

At the beginning of the 2025-2026 school year, the salaries of returning full-time teachers were between \$46,000 and \$73,672 not including current year increases or TRF contributions.

Each teacher shall annually be paid on a twenty-six (26) pay period schedule.

If an individual contract is extended or a supplemental contract is issued, the teacher will be paid at his/her current daily rate.

B. Extra Duty Pay

The pay for all extra duties for the term of this agreement is listed in **Appendix A**.

C. Compensation Model

The compensation model demonstrating the starting pay for teachers new to Cowan and demonstrating increases for teachers returning to Cowan is outlined in **Appendix B**.

Leaves (Wage-Related Fringe Benefits)

A. Paid Absences

1. Twelve (12) days of paid leave shall be given for each teacher. Teachers may use this leave for personal illness, family illness, or for any personal business reasons. Days are awarded on the first day worked. Days will be prorated for teachers contracted for only a portion of the school year.

2. Except in the case of an emergency or illness, no annual teacher leave may be used on the day before or the day after Fall Break, Thanksgiving Break, Winter Break, or Spring Break.
3. Any annual teacher leave unused at the end of a school year will be converted to and carried as accumulated sick leave. Unused sick leave shall accumulate to a maximum of 90 days. Accumulations above 90 prior to the 2023-2024 school year will be honored. No new days will be accumulated to totals already beyond the 90-day limit.
4. Accumulated sick leave may be used for the illness of the teacher or other purposes as allowed through FMLA as outlined in Policy 3430.01. Additionally, accumulated days may be used after the allotment of the twelve (12) paid absence days are used for the illness of a member of the teacher's household. A teacher may use up to a maximum of five (5) accumulated sick leave days per year for family household illness.
5. For absences caused by illness or physical disability of the employee that extends beyond four (4) consecutive days, each employee shall be allowed to have the school corporation deduct the additional days from the employees' personal accumulated sick leave. The employee shall provide a doctor's statement upon request of the administration. Failure to provide a doctor's statement will be cause for denial of personal accumulated sick leave use.

B. Bereavement Leave

1. Five (5) contract leave days shall be granted to a teacher for the purposes of bereavement and/or estate related legal work following the death of a resident of a teacher's household or his/her parent, spouse, sibling, child (including miscarried child), mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandchild. Step relatives will be interpreted in a like manner.
2. Two (2) days leave shall be granted to a teacher for the death of a teacher's or spouse's grandparent, brother-in-law or sister-in-law. Step relatives will be interpreted in a like manner.
3. One (1) day leave shall be granted to a teacher for the death of a teacher's aunt, uncle, first cousin, niece, or nephew. Step relatives will be interpreted in a like manner.
4. In the event of the death of a person for whom the teacher is the legal guardian, has power of attorney, is an executor of the estate, or is the sole surviving relative, the teacher shall have the same leave benefit as if the deceased were a member of the teacher's immediate family. (The teacher shall be responsible for providing all pertinent and relevant documentation required to satisfy this provision.)

Note: The days must be used within one (1) calendar year from the date of death when attending to the legal obligations and are not cumulative.

C. Sick Leave Bank

Teachers will be allowed to voluntarily donate one (1) personal leave day to join a sick leave bank. Procedures for joining and using the sick leave bank can be found in the Administrative Guidelines.

D. Professional Leave

Professional leaves of absence may be granted by the Superintendent upon the request of a teacher. Each request will be judged upon its individual merit. Teachers shall be informed prior to the commencement of the leave whether such leave shall be with or without pay, with or without experience credit, subject to the right of the Board to determine reimbursement for pay, if the terms of approved leave are not met.

Other leaves of absence may be granted by the Board upon the request of a teacher. Each request will be judged upon its individual merit.

E. Parental Leave

Any teacher shall be entitled, upon written request, to a leave of absence for four (4) consecutive school days upon the birth of his/her child, with pay, if the birth occurs during the school year. Such leave days will not extend beyond the end of the school year in which the birth occurs.

F. Pregnancy- and Childbirth-Related Disability Leave

A teacher who is pregnant may continue in active employment as late into pregnancy as she desires, so long as she is able to fulfill the responsibilities of her position with reasonable accommodations.

After the birth of a child, the mother may use paid absences for up to 6 or 8 weeks (depending on whether the birth is by C-section) as a medical disability. For paid absences beyond the standard disability period for the birth of the child, the teacher shall provide the school with a statement from her doctor addressing the length and nature of any additional disability. See also Board Policy and Administrative Guidelines in regard to Family Medical Leave or requests for unpaid leaves. See also Article IV, A (5).

G. Employment Injury Leave

If a teacher is credibly threatened, physically assaulted, and/or verbally assaulted during the normal course of their employment, the teacher shall be given the option to go home for the remainder of the day without loss to paid leave days, and the teacher will be provided the details of any disciplinary measures taken related to the incident as allowable by law.

H. Jury Duty Leave

An employee called for jury duty on a workday, either grand or petit, shall be paid the difference of the employee's full regular salary and the total amount of per diem allowance earned by the employee during the period of absence on account of such jury duty.

I. Association Leave

Four (4) days shall be granted during the contract year without loss of compensation for the Association president and/or his/her designee to use for Association or school related business.

J. Unpaid Leaves

Unpaid leaves are not governed by this agreement. Information can be found in Board Policy or Administrative Guidelines.

ARTICLE V

Insurance/Other Wage-Related Fringe Benefits

A. Medical/Dental Insurance

Family Medical and/or Dental - Cowan Community School Corporation will pay the actual premium cost up to \$16,308 for the 2026 Calendar Year.

Single Medical and/or Dental - Cowan Community School Corporation will pay the actual premium cost up to \$8,544 for the 2026 Calendar Year.

If married teachers are both full time teachers in the Cowan Community School Corporation, the Board shall contribute one hundred percent (100%) * of the family health (HDHP 1), dental and vision programs.

*Each participant must pay a minimum of \$1.00 per state law.

Part-Time teachers will receive a prorated portion of the amounts above based upon the percent of time employed.

The Corporation is a member of the East Central Indiana School Trust. In the event that the Trustees of the East Central Indiana School Trust approve a premium holiday, the holiday shall be shared equitably between the Corporation and its employees that participate in medical coverage provided through the East Central Indiana School Trust. Specifically, the Corporation shall receive a credit towards the amount of premium payable under the terms of this Agreement equal to the portion of the Corporation's normal contribution that is not paid as a result of the premium holiday.

B. Life Insurance

Cowan Community School Corporation shall provide life insurance for each teacher in the amount of a \$50,000 term policy for those teachers who take the Corporation Medical and/or Dental Plan.

Cowan Community School Corporation shall provide life insurance for each teacher in the amount of a \$150,000 term policy for those teachers who do not take the Corporation Medical and/or Dental Plan.

C. Long Term Disability Insurance

Cowan Community School Corporation shall provide to each teacher a long-term disability insurance policy to pay separately or in conjunction with any personal plans and Social Security benefits up to 66 2/3% of the teacher's salary at the time of disability.

D. Vision Insurance

Cowan Community School Corporation will pay the cost of a family vision plan for each teacher, if applicable.

E. Retired Teachers

Retired teachers will be allowed to purchase group life and/or medical insurance per underwriting standards, subject to applicable law, provided such retired teachers pay the actual premium cost.

F. Section 125

Cowan Community School Corporation shall provide a Section 125 program for each teacher. The school corporation will pay the initial set up cost.

G. Extra-Curricular/Athletic Event Passes

Teachers may use their staff ID badges to gain free admission to all local Cowan Community Schools extra-curricular/athletic events.

H. Expanded Background Checks

When Expanded Background Checks must be recertified for teachers, Cowan Community School Corporation will pay the cost of the recertified check.

ARTICLE VI

Retirement (Wage-Related Fringe Benefit)

A. Retirement Savings 401 (a) Annuity Plan

1. The school corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The Board agrees to contribute into each individual's separate 401(a) account one- and one-half percent (1.5%) of the teacher's base pay. Payments will be made each pay period.
2. There will be no commingling of accounts, and each employee may determine how his or her account shall be invested among the investment options made available to the investment vendor for the 401(a) Plan.
3. Each bargaining unit member shall be 100% vested in these individual 401(a) accounts upon signing of the sixth (6th) consecutive contract with the Corporation. If a bargaining member severs employment with the Corporation prior to signing the sixth (6th) consecutive contract with the Corporation, the account is forfeited and assets will be used by the Corporation to pay future obligations to the vendor.

B. Retirement Savings VEBA Plan

1. The school corporation shall contribute to a voluntary employees' beneficiary association ("VEBA") as described in section 501(c)(9) of the Code. The Board agrees to contribute one- and one-half percent (1.5%) of the teacher's base pay plus a one-time \$100 deposit with the first contribution when the teacher's VEBA is started. Payments will be made each pay period.
2. There will be no commingling of accounts, and each employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA Plan.
3. Each bargaining unit member shall be 100% vested in these individual VEBA accounts upon signing the sixth (6th) consecutive contract with the corporation. If a bargaining member severs employment with the Corporation prior to signing the sixth (6th) consecutive contract with the Corporation, the account is forfeited and assets will be used by the Corporation to pay future obligations to the vendor.

C. Entitlement to Additional Retirement Benefits and Vesting Requirement

An individual who is employed as a bargaining unit member at the time of retirement will be eligible for the following benefits provided the teacher has otherwise satisfied the requirements and conditions described.

Upon retirement from the Corporation, a teacher shall be fully vested in the retirement benefits described below if the retiring teacher has satisfied the following requirements:

1. The retiring teacher has reached the age of fifty-five (55); and
2. The teacher must have completed not less than ten (10) years of service as a professional educator with the Corporation and fifteen (15) years of public-school teaching experience.
3. There must be evidence that the teacher is planning permanent retirement from teaching in public education in Indiana. Permanent retirement will be indicated by either a signed application for retirement benefits from the Indiana State Teachers Retirement Fund or a notarized statement offered to the School Employer stating that the requesting teacher plans to not teach elsewhere in public education in Indiana and will apply for retirement benefits from the Indiana State Teachers Retirement Fund at a later date.

D. Group Health Insurance

Immediately following retirement, the teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group health insurance plan if all of the following conditions are met as of the date of retirement and thereafter.

1. While the retired teacher and spouse, if any, remain enrolled in the health insurance plan, the retired teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
2. Upon retirement, the teacher shall have provided a written request to the School Corporation for continuing insurance coverage for the teacher and spouse, if any.

When a retired teacher first becomes eligible for Medicare, the teacher's eligibility to continue to participate in the Corporation's group health insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when a retired teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible teacher's right to continue health insurance for the teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA.

E. Buy Out of Retirement Benefits

(ONLY for teachers whose first contractual day was prior to June 30, 2004)

On June 30, 2004, the Corporation funded 401(a) and VEBA buyout accounts for teachers with previous contractual experience. These buyout accounts replaced an Early Retirement Plan from a previous contract. Teachers without contractual experience prior to June 30, 2004, are not eligible for this buyout arrangement and receive plans under Sections A and B of this Article. Vesting requirements in Section C of this section apply to this buyout agreement in addition to the conditions below:

1. The amounts calculated for each employee was invested in a separate account. There will be no commingling of accounts, and each employee may determine how his or her account shall be invested among the investment options made available by the vendors.
2. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the school corporation. However, if the Board approves a leave of absence for an employee, such period of leave shall not result in forfeiture, provided the employee shall promptly return to employment following the expiration of the period of leave.
3. Until such time that an employee has retired and satisfied the eligibility requirements set forth in this Article, the employee shall have no access to the assets held in his or her separate accounts.
4. If an employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated employee's buyout accounts shall be forfeited. Forfeiting amounts shall be reallocated at the end of each plan year only among the then remaining corresponding accounts. This reallocation shall be in a manner similar to that used by the Educational Services Company in initially determining the initial value calculations. Therefore, the buyout accounts of the following employees will not share in the reallocation of a forfeiture of any buyout accounts.
 - a. Employees who forfeited their buyout accounts in the same year;
 - b. Employees who previously forfeited their buyout accounts; and
 - c. Employees who have attained the age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.Furthermore, buyout accounts of employees who have attained the age of fifty-eight (58), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.
5. The school corporation shall not be paid any compensation for its services performed on behalf of the buyout plans. All costs incurred in the administration of the buyout plans and investment fees shall be paid from the buyout plan assets.

F. Future Adjustments

The parties agree that this Article, or any other provisions of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current employee, future employee, prospective employee, or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of the Article shall not affect the retirement benefits of teachers already receiving benefits pursuant to this Article.

ARTICLE VII

Grievance

A. Definition of Grievance

A written claim by one (1) or more teachers that there has been a violation of any provision of this Agreement

B. Purpose

The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting members of the bargaining unit.

C. Procedures and the form for a grievance can be found in **Appendix C** of this contract.

Ratification

The undersigned attest to the following:

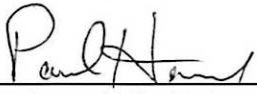
1. A public hearing was held on September 4, 2025 [in compliance with § 20-29-6- 1(b)], and electronic participation from the parties and/or public was not permitted; and
2. A public meeting was held on November 3, 2025 [in compliance with I.C. § 20-29-6- 19] to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

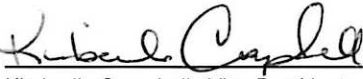
This agreement is so attested to by the parties whose signatures appear below:

Board of Trustees

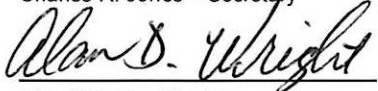
Cowan Classroom Teachers' Association

Cowan Community School Corporation

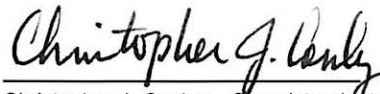

Paul R. Hansard – President 11-6-25
Date


Kimberlie Campbell– Vice-President 11/6/25
Date


Charles R. Jones – Secretary 11/6/25
Date


Allan Wright – Member 11/6/25
Date

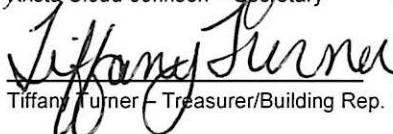

James Brooks – Member 11/6/25
Date


Christopher J. Conley – Superintendent 11/6/2025
Date


Erin Goney – President 11-7-25
Date


Michael King – Vice President 11-7-25
Date


Krista Cloud-Johnson – Secretary 11/7/25
Date


Tiffany Turner – Treasurer/Building Rep. 11/7/25
Date

APPENDIX A

Extra Duty Pay

Both parties understand that only certified staff that are covered by the bargaining unit are subjects of this agreement, including the following Extra Duty Pay. Amounts for staff members not in the bargaining unit are listed for informational purposes only and may be changed by the school board at any time.

<u>Extra Duty Pay</u>	2025-2026
Head Basketball (Boys)	\$6,760**
Assistant Basketball (Boys)	\$4,055**
C-Team/Var. Asst. Basketball (Boys)	\$3,380**
8th Grade Basketball (Boys)	\$2,230**
7th Grade Basketball (Boys)	\$2,230**
6th Grade Basketball (Boys)	\$950**
5th Grade Basketball (Boys)	\$950**
Baseball (Spring)	\$4,085**
Assistant Baseball	\$1,860**
Softball	\$4,085**
Assistant Softball	\$1,860**
Head Girls/Boys Track Coach	\$4,085**
Assistant Track (Girls/Boys)	\$1,275**
Assistant Track (Girls/Boys)	\$1,275**
Jr. High Track (Boys)	\$1,820**
Jr. High Track (Girls)	\$1,820**
Cross Country	\$2,285**
Assistant Cross Country	\$1,050**
Jr. High Cross Country	\$1,760**
Assistant JH Cross Country	\$820**
Golf	\$2,430**
Head Volleyball (Girls)	\$5,410**
Assistant Volleyball (Girls)	\$3,245**
8 th Grade Volleyball (Girls)	\$1,435**
7 th Grade Volleyball (Girls)	\$1,435**
6 th Grade Volleyball (Girls)	\$885**
Wrestling (Boys)	\$4,005**
Jr. High Soccer Head Coach (coed)	\$2,230**
Jr. High Soccer Assistant Coach (coed)	\$955*
JV Wrestling (Boys)	\$1,825**
Jr. High Wrestling	\$1,405**
Assistant Jr. High Wrestling	\$700**
Head Basketball (Girls)	\$6,760**

Assistant Basketball (Girls)	\$4,055**
C-Team/Var. Asst. Basketball (Girls)	\$3,380**
Wrestling (Girls)	\$4,005**
JV Wrestling (Girls)	\$1,825**
8 th Grade Basketball (Girls)	\$2,230**
7 th Grade Basketball (Girls)	\$2,230**
6 th Grade Basketball (Girls)	\$955**
5 th Grade Basketball (Girls)	\$955**
Cheerleader Sponsor (9-12)	\$1,690**
Varsity Asst. & Jr. High Cheerleader Sponsor	\$1,010**
Senior Class	\$1,185
Junior Class	\$1,605
Junior Class	\$1,605
Sophomore Class	\$510
Freshman Class	\$395
Yearbook Advisor	\$1,690
Academic Competition Coordinator (H.S. Only)	\$780
Academic Coach – HS English	\$780
Academic Coach – HS Fine Arts	\$780
Academic Coach – HS Math	\$780
Academic Coach – HS Science	\$780
Academic Coach – HS Social Studies	\$780
Academic Coach (Elementary Spell)	\$600
Academic Coach (Elementary Math)	\$600
Academic Coach (Elementary Science)	\$600
Art Club	\$280
National Honor Society (High School)	\$610
Student Council (High School)	\$1,185
Student Council (Elementary)	\$430
Choir (Elementary)	\$595
Musical/Drama	\$1,865
Band	\$3,040
Summer Band	\$2,905
Guard	\$1,310
Summer Guard	\$1,310
Key Club (7-12)	\$380
Foreign Language Club	\$170
Elementary Skill Bowl Coordinator	\$430
ENL Teacher of Record	\$1,500
Summer Workshops (per hour)	\$25.00
After School Discipline Supervision (per hour)	\$25.00

****If marked positions are coached by a Cowan Staff member, the stipend will be multiplied by 120% reflecting a 20% increase.**

APPENDIX B

Cowan Compensation Model

Starting Salaries

For any new teacher, the starting salary will begin at a minimum \$47,000 for the 2025-2026 school year. The superintendent will be given authority to increase the starting salary for the following items:

1. **Up to** \$700 increase to the base for each additional year of 'successful teaching experience' in accredited school districts. A limit of 21 years of experience may be imposed by the superintendent. The superintendent shall define the 'successful teacher experience'.
2. **Up to** \$2500 increase to the base for positions deemed by the superintendent as 'difficult to fill.'
3. Teachers employed with an eligible Master's Degree shall receive an initial \$3500 increase to the base, but no additional increases will be provided.

A retired Cowan teacher returning to teach will begin at his or her last annual rate. If subbing long term, the last Cowan daily rate will be used for day 16 and beyond.

Base Salary Increases

1. Amount available for base salary increases: \$68,912
2. General Eligibility
 - a. Teachers must have received a Cowan Evaluation Rating of Effective or Highly Effective from the previous school year to be eligible for any salary increase. Teachers not rated, or rated Ineffective or Improvement Necessary, remain at their prior year salary.
3. Factors and definitions
 - a. Evaluation Rating:
The teacher received a Cowan Evaluation Rating of Effective or Highly Effective from the previous school year.
 - b. Year of Experience:
The teacher was employed in the corporation for at least 120 days in the previous school year.
 - c. Academic Need (at least 10%):
All teachers employed in Cowan Community School Corporation last school year and employed on September 15th of this school year.
4. Distribution – points awarded for each factor

Highly Effective Evaluation	8 points
Effective Evaluation	5 points
Experience	1 point
Academic Need	1 point

- a. The available funds will be divided by the sum of points earned by all eligible teachers to determine the dollar value per point.
- b. Salary increase amounts are determined by multiplying each teacher's points by the dollar value per point.
- c. The maximum number of points a teacher can earn = 10 points
- d. In addition to the above calculation, teachers will receive a onetime addition of \$250 for attaining the Literacy Endorsement, prior to August 1, 2025.

Stipend: Dual Credit

Teachers must receive a Cowan Evaluation Rating of Effective or Highly Effective from the previous year to be eligible for this stipend. Those teachers receiving a rating of Improvement Necessary or Ineffective will NOT receive the stipend.

Teachers at Cowan during the 2025-2026 school year will receive a \$250 stipend for teaching a Cowan Dual Credit course during the previous school year. The \$250 stipend will be paid per course taught each year. If a dual credit course is taught simultaneously with an AP course, the course is considered 1 course for that period. If the same course is taught two periods per day, it is considered 2 courses.

Stipend: Advanced Placement

Teachers must receive a Cowan Evaluation Rating of Effective or Highly Effective from the previous year to be eligible for this stipend. Those teachers receiving a rating of Improvement Necessary or Ineffective will NOT receive the stipend.

Teachers at Cowan during the 2025 - 2026 school year will receive a \$250 stipend for teaching an Advanced Placement course during the previous school year. The \$250 stipend will be paid per course taught each year. If an AP course is taught simultaneously with a dual credit course, the course is considered 1 course for that period. If the same course is taught two periods per day, it is considered 2 courses.

APPENDIX C

Grievance Procedures

A. General Principles

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. The grievant shall institute action under the provisions within thirty (30) calendar days of the occurrence of the alleged grievance. If the grievance is not processed within the time limits at any step of the grievance procedure, it shall be considered to have been resolved by previous disposition, unless any such time limits are extended by mutual agreement of the administration and the grievant.
3. Nothing herein contained shall be construed as limiting the right of the grievant having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted.
4. The grievant may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative selected or approved by the Association. The grievant may waive his/her right to be present at any step of the grievance procedure, subsequent to the informal discussion step.

B. Procedure

Prior Level I

In the event that a teacher believes that there is a basis for a grievance, the grievant shall first discuss the alleged grievance with the appropriate administrator.

Level I

If, as a result of the informal discussion with the appropriate administrator, a grievance still exists, the grievant may invoke the formal grievance procedure within ten (10) school days after the informal discussion held in prior Level I by submitting the same in writing to the Principal or immediate supervisor. The Principal or immediate supervisor shall advise the grievant of his disposition in writing within ten (10) school days.

Level II

Superintendent--If the grievant is not satisfied with the disposition of the grievance at Level I or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the grievant may file the grievance in writing with the Superintendent or his designee.

The grievant may file the grievance with the Superintendent within ten (10) school days of receiving the disposition of the Principal.

If the Principal fails to respond within ten (10) school days, the grievant may file the grievance with the Superintendent within twenty (20) school days of the original filing with the Principal.

Level III

School Board--If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee at Level II, or if no disposition has been made within ten (10) school days of such meeting or ten (10) school days from the date of the filing a written copy thereof with the Superintendent or other designee of the Board, the grievant may file an appeal with the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, must hold a hearing on the grievance.

The Board, not later than its next regular meeting or two (2) calendar weeks following the hearing on grievance, whichever shall be later, shall issue a final decision in writing on the grievance.

C. Miscellaneous

1. All meetings and hearings under this procedure shall be private and shall include only such parties in interest and their designated or selected representatives. Said meetings and hearings shall be held at such time as the teacher would not be absent from regularly assigned duties.
2. The following form shall be used for filing a grievance.

PROFESSIONAL GRIEVANCE FORM

(NOTE: This form is to be completed with copies provided to the following persons:
Grievant, Principal and Superintendent.)

GRIEVANT:

PRINCIPAL:

BUILDING:

ASSIGNMENT:

DATE GRIEVANCE OCCURRED:

DATE GRIEVANCE REPORTED:

DESCRIPTION OF THE GRIEVANCE:

FILED WITH:

(Name of Administrator)
(Position of Administrator)

DATE FILED:

POSITION OF GRIEVANT:

SIGNATURE OF GRIEVANT:

DISPOSITION OF ADMINISTRATOR:

DATE

SIGNATURE OF ADMINISTRATOR