

BOARD OF DIRECTORS'  
POLICIES AND PROCEDURES

OF THE

***NORTHWEST ARKANSAS EDUCATION SERVICE  
COOPERATIVE***

ADOPTED APRIL, 1989  
REVISED MAY, 2013

MIKE VAN DYKE, DIRECTOR

## INTRODUCTION

*We Believe...*

The purpose of this publication is to set forth the philosophy, policies and procedures of the Northwest Arkansas Education Service Cooperative. These policies are intended to be compatible and consistent with state and federal laws and the regulations of the Arkansas Department of Education.

2013-14 Personnel Policy Committee:

Mike Van Dyke  
Tom Blount  
Cheri Edgar  
Colleen Mick  
Dianne Parrish  
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Patti Wohlford

All policies in this manual with no adoption date noted were adopted by the Board of Directors April, 1989. All policies adopted after that date will be noted as such.

*The Northwest Arkansas Education Service Cooperative is a service organization. **We Work** to anticipate the needs of school districts by facilitating an efficient and economical delivery of services to better meet the needs of all students. **We Strive** to meet not only state and federal regulations, but also the individual needs of diverse populations. **We Make A Difference** in the educational community of Northwest Arkansas with programs for students, teachers and administrators in early childhood through post-secondary education.*

# *Northwest Arkansas Education Service Cooperative*

## MEMBER SCHOOL DISTRICTS

### **BENTON COUNTY:**

Bentonville Public Schools

Decatur Public Schools

Gentry Public Schools

Gravette Public Schools

Pea Ridge Public Schools

Rogers Public Schools

Siloam Springs Public Schools

### **MADISON COUNTY:**

Huntsville Public Schools

### **WASHINGTON COUNTY:**

Elkins Public Schools

Farmington Public Schools

Fayetteville Public Schools

Greenland Public Schools

Lincoln Public Schools

Prairie Grove Public Schools

Springdale Public Schools

West Fork Public Schools

## GOVERNANCE

### **Structure**

The organizational structure of the Northwest Arkansas Education Service Cooperative is consistent with the conditions of Act 349 of 1985 which established cooperatives.

### **Board of Directors**

The Northwest Arkansas Education Service Cooperative shall be governed by a Board of Directors consisting of one (1) representative of each local school board within the boundary of the Cooperative.

The Board of Directors shall function as a public corporate body and exercise general responsibilities for the Northwest Arkansas Education Service Cooperative with regard to policies and practices which guard the integrity of the NWAESC and maintain public trust in its operation.

Regular meetings shall be designated by the Board. One (1) regular meeting shall be between July 1 and October 1 for the purpose of receiving an annual report of the NWAESC.

The Board functions as a policy making, legislative and appraisal body.

The Board shall:

1. Employ a Director of the NWAESC who shall serve as the non-voting executive officer of the Board of Directors.
2. Establish policies and procedures for the NWAESC in consultation with the Director and in keeping within the intent and requirements of the law.
3. Perform an annual evaluation of the Director based on collaboratively developed performance objectives and criteria.
4. Employ, elect, and/or appoint, upon the recommendation of the Director, such personnel as may be required to provide the services requested by member school districts.
5. Dismiss personnel only upon the recommendation of the Director in accordance with the State Fair Dismissal Law.
6. Rent, lease, purchase or receive by gift such facilities and buildings as may be required to provide authorized programs and services.
7. Carry out such other duties which may be required for the efficient operation of the NWAESC for which the Board is responsible and which are consistent with these policies and the laws governing educational cooperatives.

### **Director - Qualification, Certification and Contract**

The Director of the Northwest Arkansas Education Service Cooperative shall:

1. Hold an administrator's certificate.
2. Meet all requirements to serve as a superintendent of schools in Arkansas or have an equivalent level of education and administrative experience.
3. Obtain the approval of the State Board of Education.

The Board of Directors of the NWAESC may enter into a contract with the Director for a period not to exceed three (3) contract years. A contract may be renewed each year.

In the event that a vacancy occurs in the office of Director, the Board shall promptly fill the vacancy. The vacancy may be filled by an Acting Director until a Director is appointed.

The Director shall have control of the NWAESC subject to the policies of the Board of Directors, state law and regulations of the Arkansas Department of Education.

Compensation for the position of Director shall be set by the Board of Directors.

### **Responsibilities of the Director**

According to Act 349, Section 16, the Director of the NWAESC shall be assigned but not limited to, the following duties by the Board of Directors:

- Administer the programs and services of the NWAESC.
- Recommend the employment of personnel authorized by the Board of Directors.
- Prepare the budget for approval by the Board of Directors.
- Direct expenditures of funds within the budget.
- Prepare and present financial reports as may be determined necessary by either the Board or the Director.
- Perform such other duties as may be required by the Board of Directors and the policies, rules, and regulations of the State Board of Education.
- In addition to the statutory requirements, the Director shall also be responsible for satisfactorily meeting annual goals designated by the Board.

## **NWAESC Hours**

8:00 a.m. - 4:00 p.m. Monday through Thursday

8:00 a.m. - 3:30 p.m. Friday

TLC closes 15 minutes before the Co-op closes.

Inclement Weather Policy – NWAESC will follow Farmington, Fayetteville **or** Prairie Grove School Districts for inclement weather closings. If any one of these districts is closed due to the weather, the Co-op will also be closed.

NWAESC Holidays Observed:

- Labor Day
- Thanksgiving
- Christmas
- Memorial Day
- 4<sup>th</sup> of July

These holidays will coincide with Farmington School's holiday calendar.

## **CONTRACT DAYS**

10 month = 190 days

12 month = 240 days

As mandated by Act 349 of 1985, the Northwest Arkansas Education Service Cooperative shall establish a teacher center which will provide, consistent with funds available, curriculum development assistance, educational materials, and staff development services to teachers and administrators of its member school districts.

Other provisions of the establishment of the Teacher Center are as follows:

1. A teacher center committee composed of at least one (1) representative from the staff of each local school district shall advise the Director and the Board on the staffing, programs, and operation of the Teacher Center.
2. The Teacher Center Committee shall be composed of a balance of elementary, middle/junior high school, high school and administrative personnel.
3. The Teacher Center Committee shall be composed of at least one-half, but not more than two-thirds, classroom teachers.
4. All positions on the Committee shall be assigned to school districts by lot.
5. Each teacher representative of the Teacher Center Committee shall be elected to terms of three years. (Revised: summer 2007)
6. The Committee shall meet at least three (3) times per year.
7. Positions represented by expiring terms shall be reassigned by lot at the August Board of Directors' meeting.
8. The Coordinator of the Teacher Center shall be appointed by the Board of the NWAESC upon the recommendation of the Director of the Cooperative.



All activities of the DLC will be scheduled through the NWAESC Director or the Distance Learning Coordinator's office. Depending on the nature of the activity, as much advance notice as practical should be given. Example: College credit classes need to be scheduled at least one semester in advance, while a staff teleconference might be scheduled with a month's notice.

1. Fees:
  - a. The charge shall be set by the NWAESC Board as the need arises.
2. The hourly fee will start 15 minutes before the event is scheduled to start and will end 15 minutes after the event closes. Example: A college class that meets from 5:30 – 8:30 p.m. will be charged for 3 ½ hours.
3. Priority for use:
  - a. Public Pre K-12 education, ADE and NWAESC staff development activities.
  - b. Arkansas Leadership Academy staff development activities.
  - c. Higher education credit courses and staff development.
  - d. State and local government agencies.
  - e. Public and private non-profit agencies.
  - f. Business and industry.
4. The teacher/facilitator will be held responsible for the proper care and security of the equipment of the DLC while it is in their use. No equipment is to be relocated within the DLC or taken from the DLC room. Any equipment damaged or lost shall be reported to the Director's Office immediately. The cost of any equipment repair or replacement shall be borne by the person or persons responsible for the loss.

Adopted 10-27-98

**PERSONNEL**

**Equal Opportunity Employment**

No person shall be denied employment, re-employment, or advancement on the basis of sex, marital status, race, color, creed, national origin or disability.

Personnel of the NWAESC shall be employed in accordance with laws, rules, regulations and procedures applicable to local school districts of Arkansas.

Act 631 of 1991 and Act 936 of 1983 assure due process for all Cooperative staff.

### **Personnel Policies Review and Revision**

The NWAESC's Personnel Policies Committee shall consist of three Certified Coordinators, and three Classified employee staff members, and shall be chaired by the Director or his designee. Each committee member will serve a two-year term with two members (one from each category) rotating off each year. New members will be selected by the sitting committee. The committee will schedule a meeting by June 1 of each year to review the Cooperative's personnel policies to determine if additional policies or amendments to existing policies are needed.

### **Definitions**

1. Certified Employee: The term "certified employee" as used in this policy shall mean and include any person employed by the NWAESC Board of Directors in a capacity for which a teacher certificate issued by the Arkansas State Department of Education is required as a condition of employment.

#### Early Childhood

Allowable experience shall determine the column of the certified salary schedule from which the proper salary is calculated

- a) If years of experience exceed the number of steps on the schedule, the highest scheduled salary for the employee's level of training shall be proper.
  - b) All years of teaching experience in a certified position with NWAESC shall be allowed.
  - c) All years of teaching experience in Arkansas Public Schools shall be allowed (not to exceed the highest level on the salary schedule).
  - d) Up to 15 years of out of state experience in a certified teaching position at a public school shall be allowed. Added: Summer 2007
2. Classified employees will be defined as any person, employed by the NWAESC who, as a condition of employment, is not required to hold a professional certificate from the Arkansas Department of Education.
  3. Dismiss or Dismissal: A release or discharge from employment.

4. Non-renewal: In the event the Board of Directors decides against renewing an employee's contract as provided by current law, this action amounts to non-renewal, whereas dismissal is immediate termination and discharge from employment.

5. Probation (Added: Summer 2007)

**Certified**

The Board shall require, in accordance with statutory provisions, each professional to serve a probationary period of the first three (3) successive years of employment in the cooperative. During the probationary period, the Director may recommend to the board non-renewal of a probationary professional employee's contract. A copy of the non-renewal recommendation shall be sent to employee by certified or registered mail, return receipt requested. The notice shall be sent no later than ten (ten) days from the end of the current contract period. All non renewal procedures shall be in accordance with the provisions of Act 166 of 1979, the Teacher Fair Dismissal Act, or as updated.

**Classified**

Each employee hired for a classified position will serve a one-year probation period to allow assessment on both the part of the cooperative and employee to the desirability of continuing the employment.

Additionally, marginal performance of duty may be grounds for placing an employee on probationary status to allow appropriate time to effect desired improvements.

**Hospitalization Insurance**

Employees of the Northwest Arkansas Education Service Cooperative, that qualify under state law or insurance provider standards, may participate in the Arkansas Public School Group Hospitalization and Medical Insurance Program.

**Cafeteria Plan**

Employees of the Northwest Arkansas Education Service Cooperative that qualify under state law or insurance provider standards, have the option to participate in a Cafeteria Compensation Plan.

**Sick Leave**

The sick leave policy of the Cooperative shall consist of the number of days and conditions as follows:

1. Each employee shall be credited with one (1) day of sick leave per month of employment. Part-time contracted personnel shall be credited with sick leave pro-rated according to the number of eligible days worked, i.e., 3/5 time (10 month) employee – 6 days and ½ time (10 month) employee – 5 days.
2. An employee may accumulate unused sick leave up to (120) days at full pay.
3. On the 4<sup>th</sup> consecutive day of absence, an employee may be requested to submit appropriate evidence concerning the cause of his/her absence in order to qualify for sick leave benefits.
4. An employee may transfer accumulated sick days according to Act 774 of 1989.
5. Upon retirement any employee who has been an employee of the co-op for ten or more years may be reimbursed for unused sick leave. The rate of reimbursement will be \$25.00 per day

up to but not exceeding one-hundred (100) days. Payment will be made for the unused sick leave when the co-op receives official word that the employee has officially retired.  
(Added: Summer 2007)

After an employee has used all of his/her sick leave, a deduction, the equivalent of a day's pay, will be made for each day absent.

An employee shall be entitled to such sick leave only for the reasons of personal illness or for illness in his/her immediate family. The immediate family shall include the employee's spouse, children, parents, or any other relative living in the same household.

"Accumulated sick leave" shall mean the total number of days of unused sick leave that an employee has to his/her credit.

Exceptions to any part or all of the above may be made by the Director with the approval of the Board.

### **Salaries**

A salary schedule, by position, shall be made and kept up-to-date for NWAESC's professional personnel. The schedule shall be sensitive to local schedules and consistent with the NWAESC's pledge to hire and hold highly qualified personnel.

Secretaries, clerical and other classified personnel shall be paid according to a schedule which is competitive with schedules existing in Northwest Arkansas generally and in the member school districts of the NWAESC.

Paydays are scheduled for the last working day of the month.

### **Employee Travel Expense**

Employees of the NWAESC will be reimbursed for expenses incurred in the fulfillment of their official duties in the following manner:

1. All travel must be submitted on a Co-op Travel Expense Form.
2. Mileage that is driven for a Co-op sanctioned purpose in an employee's personal vehicle shall be reimbursed at the rate of \$ .45 per mile and shall be based on the shortest, most reasonable route available. Mileage is calculated from the Co-op to destination. No allowance will be paid for travel from the employee's house to the NWAESC office.
3. Meals may be reimbursed for travel which necessitates an overnight stay when submitted according to the dictates of this policy. Reimbursement shall be prorated based on the percent of a day the employee is away on travel.

For example, if an employee returns from his/her travel in the afternoon, he/she is only eligible for reimbursement for breakfast and lunch expenditures if they were gone 75% of the work day.

Meals shall be reimbursed for the daily district reimbursement rate. Except as otherwise specified by this policy, meals are only reimbursable in conjunction with travel requiring an overnight stay.

4. Meal expenses incurred by the director/assistant director as necessary, in the performance of their duties when meeting with state officials or consultants may be reimbursed on a prorated, per person basis in line with the mandates of this policy. Such expenses shall only be reimbursed when the expenditure is likely to result in a tangible benefit to the Co-op.
5. Travel necessitating overnight lodging shall be reimbursed to the extent that it is not lavish and is reasonable based on circumstances of the expenditure. Proper documentation establishing the date and time, place and the purpose of the travel must be submitted along with a receipt for the overnight accommodations. To the extent practicable, employees shall receive assistance from administrators or their designee in arranging travel plans to help keep expenses to a minimum.
6. Only meals outside Benton, Madison and Washington counties or which require overnight stays will be eligible for meal reimbursement. The daily co-op reimbursement rate amount is allowed for any one person for three meals for a full day, including gratuities is **\$40** (Breakfast-\$10, Lunch-\$10, Dinner-\$20) when traveling to a meeting held in-state and **\$50** (Breakfast-\$10, Lunch-\$10, Dinner-\$30) when traveling to a meeting held in Little Rock, Hot Springs or out-of-state. Any meal that is paid for as part of registration fees cannot be duplicative to re-pay. **No receipts** will be necessary as documentation of meal expense.
7. Extended or out-of state travel will require approval of the NWAESC Director or Assistant Director.

### **Maternity Leave**

Maternity leave is to be treated as any other leave for sickness or disability. However, the employee in the case of maternity leave may elect to take leave of absence without pay and without exhausting accumulated annual and sick leave. Maternity Leave shall be granted according to the Family Medical Leave Act of 1983.

### **Vacation Leave**

An employee under contract for twelve (12) months shall be allowed ten (10) days absence for vacation time each fiscal year.

This leave is not accumulative but may be used after the end of the fiscal year in which it was earned and must be taken by December 31. All vacation days must be approved by the Director.

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Leaves may not be taken during times that they may cause undue hardships on other employees of the NWAESC or affect the planning for, preparing for or the conducting of NWAESC activities or programs.

### **Personal or Business Leave**

An employee shall be allowed two (2) days absence with pay for business or personal reasons per contract year. This leave will be non-accumulative and must be approved by the Director or his/her designee. These days will be deducted from the employee's total number of accumulated sick leave days.

### **Bereavement Leave**

Bereavement leave of three (3) days is granted upon the death of an immediate family member which shall include spouse, father, mother, brother, sister, uncle, aunt, grandparent, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, step parent, step children, grandchildren, cousin and children of the staff member.

Bereavement leave in excess of three days may be granted at the discretion of the Director or his/her designee and be charged as sick leave.

### **Dress Code for Employees**

Employees shall ensure that their dress and appearance are professional and appropriate to their positions. Added: Winter 2012

### **Leave of Absence Without Pay**

The Board of Directors upon recommendation by the Director may grant a leave of absence without pay for a specified period of time for such reasons as continued education and personal emergency. The individual would be reinstated into the same or equivalent position upon returning to the NWAESC.

### **Leave of Absence With Pay**

Leave of absence with pay may be granted at the discretion of the Board as recommended by the director.

### **Jury Duty/Military Leave**

Leave of absence with pay shall be granted for jury duty within the current fiscal contract year. The staff member shall notify the NWAESC as soon as it is know that he/she is to serve.

Stipend received for jury duty shall be payable to the Co-op unless personal, sick leave or vacation time is taken.

Military Leave with pay shall be granted according to Act 673 of 1991 and Act 956 of 1991.

### **Staff Evaluations**

It is understood by the Board that a continuous ongoing evaluation is made of every staff person of the NWAESC; however, official evaluations shall be made from time to time whereby all personnel involved will know the results of the evaluations.

Staff evaluation procedures of the NWAESC personnel shall be as follows:

The Board shall evaluate and appraise the performance of the Director by having one annual evaluation conference and report. The results of the evaluation may be oral or in writing. The Director shall have an opportunity to review any written evaluation and respond to it in writing.

The Director of the Cooperative or a designee shall evaluate and appraise the performances of all staff members. The Director and each staff member shall review the staff member's performance by having one conference each year and a record of the conference shall be made in writing. The staff member shall have an opportunity to review the written report.

All written materials pertaining to staff evaluations shall be kept under lock and key, and only the person evaluated, the Director or designee, and the Board in official session shall have access to the materials for the purpose of promotion, any investigations, determining pay scales, and dismissal or non-renewal of contracts.

The Director shall determine the means by which the written information pertaining to evaluations is kept and presented, i.e., instruments used, places filed, etc.

### **Employment - Personnel**

Personnel of the Cooperative shall be employed in accordance with laws, rules, regulations and procedures applicable to local school districts of Arkansas.

### **Dismissal or Non-renewal of Contract**

Every effort shall be made to see that the employee is successful in his/her position. The annual contract of every person (except the director and certified personnel on probationary status) employed under the annual contract by the NWAESC shall be renewed unless the procedure outlined in Act 936 of 1983 has been pursued.

Termination or contract non-renewal of staff who are covered by Act 936 of 1983 "The Teacher Fair Dismissal Act of 1983" will be handled in accordance with this Act. The term "teacher" as used in this Act will be defined as any person, exclusive of the Director, employed by the Cooperative who, as a condition of employment, is required to hold a professional certificate from the Arkansas Department of Education.

The Northwest Arkansas Education Service Cooperative Board of Directors shall make the final decision on all dismissal or non-renewal cases, in accordance with state and federal law. However, the Director has the authority to suspend with pay until the final decision is made by the Board of Directors.

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### **Dismissal or Non-renewal of Contract - Classified Employees**

Termination or contract non-renewal of employees who are covered by Act 631 of 1991 "Public School Employee Fair Hearing Act" will be handled in accordance with this act.

### **Drug Free Workplace**

The NWAESC will maintain a work environment that is drug and alcohol free.

Accordingly, reporting for work under the influence of intoxicating beverages or illegal drugs or the use or possession by a NWAESC staff member on NWAESC premises of an intoxicating liquor, controlled, or illegal substance, a drug not medically authorized, or any other substance which may impair job performance or pose a hazard to the safety of employees is strictly prohibited and will result in immediate disciplinary action, including possible termination after due process. For the purpose of this policy "work time" shall include lunch and breaks.

The NWAESC reserves the right to inspect and/or search all NWAESC property for intoxicating liquor, controlled or illegal substances or any other substances which impair job performance. The NWAESC will abide with the Fair Labor Standards Act and ACT 1752 of 2003 enacted by the General Assembly of the State of Arkansas.

The NWAESC recognizes its commitment and its responsibility to its staff by seeking to provide through the Employee Assistance Program an opportunity for staff to deal with drug and alcohol related problems. Any staff member who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through the Employee Assistance Program in complete confidence and without jeopardizing his/her employment with the NWAESC. Other treatment programs for drug and alcohol problems may be available through the Health and Welfare providers selected by individual staff. The discontinuation of any involvement with alcohol or drugs is an essential requisite for participation in any treatment program. As a result of disciplinary action arising from a drug or alcohol problem, a staff member may be required to participate in a drug or alcohol treatment program. An individual who is so required will first be evaluated for drug and alcohol use by an accredited professional. The cost of such an evaluation shall be reviewed by the Board as to whether it will be paid by the Co-op or by the staff member. A staff member may be required to participate in follow-up care as part of a comprehensive alcohol and drug treatment program. Depending upon the nature of the conduct which leads to the staff person's mandated participation in an alcohol and drug treatment program, the staff member may be required to submit to a random blood and urine screening for alcohol and/or drugs for a specified period of time and to meet various performance standards which are imposed as a condition of continuing employment.

The NWAESC Board reserves the right to determine whether reasonable suspicion exists, the level of discipline to be applied and whether an employee should be given the opportunity to participate in a drug or alcohol treatment program, provided, however, that its determinations shall not be arbitrary or capricious.

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For the purposes of this policy the following definitions of terms are provided:

Reasonable suspicion is defined as specific articulable observations concerning such circumstances as the work performance, appearance (including, for example, noticeable odor of intoxicants), behavior, or speech of the individual, or being involved in an accident on NWAESC assignment which results in physical or property damage.

Controlled substances (defined as all forms of narcotics depressants, stimulants, hallucinogens and cannabis), whose purchase, sale, transfer, use or possession is prohibited or restricted by law.



## **Sexual Harassment Policy**

Sexual harassment, as defined in the Federal Guidelines (29 CFR CH XIV, subsection 1604. 11), Section 703 of Title VII of the Civil Rights Act of 1964, as amended, and Arkansas Act 563 of 1985, which subsection (8) of Section 1801 of Act 280 of 1975 in Arkansas Criminal code, is intolerable and unconscionable.

Examples of sexual harassment are defined by Act 563 of 1985 to amend Subsection (8) of Act of 1975 (Arkansas Criminal Code).

## **Employee Grievance Procedure** (Added: Summer 2007)

1. The Cooperative's Board recognizes that harmonious relations with its employees can be maintained and improved through effective communications. The interests of all parties can best be served by sincere efforts of all concerned to promote understanding and cooperation. The Board, therefore, has adopted the following grievance procedure as a means to examine and resolve possible problems which relate to the administration of personnel policies of the co-op.
2. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting employees. A grievance is a wrong, considered as ground for complaint; a circumstance or condition thought to be unjust, capable of causing friction, or not in keeping with the written ~ co-op policy.

### I. Definitions

A. "Grievance" is a claim or dispute concerning the interpretation, application, or claimed violation of the personnel policies of the Co-op. Other matters for which other means of resolution are provided or foreclosed by statute or administrative procedures shall not be considered grievances. A grievance does not include matters involving the Board's right to establish educational policy and prescribe rules and regulations for the conduct and management of the co-op, it does not include conferences or documentation of an employee's performance deficiencies as contemplated by the Arkansas Teacher Fair Dismissal Act, the Public School Employee Fair Hearing Act, or otherwise.

B. Employees covered by this procedure shall mean permanent employees of the Board of Education.

C. Immediate Supervisor is that employee possessing administrative authority to direct the activities of the grievance procedure.

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All grievances shall be handled in accordance with the following procedure:

Step 1. Any employee shall promptly present to the employee's immediate supervisor the grievance in writing. Such notice shall be presented not later than five (5) working days after the date on which the alleged grievance occurred. The employee and his immediate supervisor shall attempt to resolve the grievance. The immediate supervisor shall make a proper disposition of the grievance and date of submission. If the grievance is not submitted within the time prescribed the employee shall be deemed not to have any further right with respect to said grievance.

Step 2. In the event the employee wishes to appeal the decision at Step 1, the appeal must be presented in writing to an administrative officer of higher rank than the employee's immediate supervisor. Such appeal shall be presented within five (5) working days of the receipt of the Step 1 decision. Such appeal shall contain a statement of the grievance and specific references to the section of the co-op's personnel policies which the employee claims to have been violated. The administrative officer shall schedule a meeting with the employee as promptly as is reasonably possible to attempt to resolve the grievance. Notice of the conference shall also be given to all parties involved in the alleged grievance. The administrative officer shall issue a written decision to the employee within five (5) working days after the conference. Unless the grievance shall be so appealed, it shall be deemed to have been settled and the employee shall have no further right with respect to said grievance.

Step 3. In the event the employee wishes to appeal the decision at Step 2, the appeal must be presented to the Co-op Director within five (5) working days of the receipt of the Step 2 decision. A copy of the Step 3 appeal, together with Step 1 and Step 2 decisions must be submitted simultaneously to the Director. The Director shall schedule a meeting with the employee within ten (10) working days to attempt to resolve the grievance. Notice of the Step 3 conference shall be given to the employee, as well as to the individuals who rendered the Step 1 and Step 2 decisions. The Director shall issue a written decision within ten (10) working days after the conference with the employee. Unless the grievance shall be so appealed, it shall be deemed to have been settled and the employee shall have no further right with respect to said grievance.

Step 4. In the event the employee wishes to appeal the decision at Step 3, the appeal must be presented to the Director within five (5) working days of the receipt of the Step 3 decision. A copy of the Step 4 appeal, together with copies of the grievance, the Step 1, Step 2 and Step 3 decisions, and the name of the representative of the employee, if any, must simultaneously be submitted to the Director. The employee's appearance to present his appeal before the Board will be scheduled in accordance with regular procedures adopted by the Board. The employee may appear alone at this conference or be accompanied by a representative of his choice. The Board shall Issue a written decision within thirty (30) days after the conference with the employee.