



**Northeastern University**  
*Office of the Faculty Senate*

**Report of the Senate Committee for Full-time Non-tenure-track Faculty  
2015-2016**

**Committee members:**

Associate Teaching Professor Lori Gardinier, Chair – CSSH  
Associate Teaching Professor Rick Arrowood – CPS  
Associate Teaching Professor Daniel Dulaski – COE  
Senior Academic Specialist Melinda Drew – LAW  
Teaching Professor Leonard Glick – DMSB  
Clinical Professor Michael Gonyeau - BCHS  
Lecturer Carlene Hempel – CAMD  
Associate Teaching Professor Oylina Oyelaran – COS  
Assistant Teaching Professor Leena Razzaq - CCIS

This report responds to charges given to the Full-Time Non-Tenured/Tenure-Track (FTNTT) Faculty Committee for the 2015-2016 academic year. The Senate Agenda Committee respectfully requested that the Committee provide a report that: addresses the rights and responsibilities of FT non-T/TT Faculty with safeguards and protections that encompass issues related to governance, promotion, grievance, retaliation, and length of contracts. This report refers to FT non-T/TT Faculty as those who are Teaching Professors, Clinical Professors, Academic Specialists, and Lecturers at all ranks.

**GOVERNANCE**

The FTNNT Committee reviewed all NU college governance documents, the NU Faculty Handbook, and similar documents from a small sample of universities. The FTNTT committee findings are described below.

The FTNTT committee concluded that where possible, faculty should have the same rights and protections available to them regardless of status.

**A) Identify by college/school and university all sections of those documents in which FT non-T/TT Faculty are identified, mentioned or covered:**

The instances in which FT non-T/TT Faculty are mentioned in university governance documents are inconsistent across the colleges. After a robust review of all available material as posted for faculty review online, the members of our committee have compiled the below table to provide that identification for each college/school.

	Governance	Contracts	Evaluation/ Merit	Promotion	Grievance	Discipline	Retaliation
BCHS	X	Partial	X	X			
CAMD	X	X	X	X			
CCIS*							
COE	X	X	X	X			
COS	X	X		X			
CPS	X	X		X			
CSSH	X	X	X	X			
DMSB	X	X	X	X			
LAW	X	X	X	X	X	X	

\* Currently exists in un-shareable draft form only

**B) Identify by college/school and university what types of protections for FT non-T/TT Faculty exist in those documents for the following issues:**

- i. **Discipline and grievance procedures:** Not one of the colleges has any policy written in its governance documents about discipline or grievance procedures. Several colleges did include language in their governance documents that refer FT non-T/TT Faculty to the Faculty Handbook.
- ii. **Length of contracts:** In reviewing the promotion guidelines, the committee concluded that contract lengths varied across colleges. There is little guidance, however, in the individual colleges about what factors determine length of contract. The College of Science included this language for FT non-T/TT Faculty: "Non-reappointment or dismissal of [full-time non-tenure/tenure track faculty] can occur when the [faculty member] fails to perform his/her duties adequately or participates in academic or professional misconduct."

**Bouvé:** 1-year and 3-year terms.

**CAMD:** 1-year and 3-year terms.

**CCIS:** 1-year, 3-year, 5-year terms.

**CPS:** 1-year, 3-year (2 year with 1 year notice) terms.

**COE:** 1-year, 3-year terms.

**COS:** 1-year, 3-year terms.

**CSSH:** 1-year, 3-year, 5-year terms.

**DMSB:** 1-year and 3-year terms.

**NUSL:** 1-year and 3-year terms.

- iii. **Promotion procedures:** All of the colleges currently have opportunities for promotion within the FT non-T/TT Faculty positions. Timelines and procedures were relatively consistent. However, some colleges require external reviewers while others do not.
- iv. **Policies prohibiting retaliation for governance activities:** Not one of the colleges has any policy in place for retaliation for governance activities.

**C) Identify by college/school and university the various levels/activities in which FT non-T/TT Faculty are authorized to participate in governance.**

College level documents articulate to varying degrees the extent to which FT non-T/TT Faculty can participate in governance within the college. Below is a list of the various levels of participation that are explicitly outlined by college in regard to voting rights:

<b>Bouvé:</b>	Full unless matters related to promotion and tenure of TT faculty.
<b>CAMD:</b>	No voting rights.
<b>COE:</b>	Full within teaching professor roles and responsibilities.
<b>COS:</b>	College Council.
<b>CSSH:</b>	College Council.
<b>DMSB:</b>	Full unless matters related to promotion and tenure of TT faculty.
<b>NUSL:</b>	Full unless matters related to promotion and tenure of TT faculty.

Participate in governance with **non-voting** rights:

<b>COS:</b>	Undergraduate Curriculum Committee.
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Not specified:

<b>CCIS:</b>	
<b>CPS:</b>	Faculty Academic Council.

**D) Review other relevant document. This included the 2014-15 report from the NU Faculty Senate Committee for FTNTT Faculty. Below is a list of recommendations from the 2013 American Association of University Professors (AAUP) (2013) on governance and “contingent faculty.”**

- Faculty members who hold contingent appointments should be afforded responsibilities and opportunities in governance similar to those of their tenured and tenure-track colleagues.
- Institutional policies should define as “faculty” and include in governance bodies at all levels individuals whose appointments consist primarily of teaching or research activities conducted at a professional level.
- Eligibility for voting and holding office should be the same for all faculty regardless of full- or part-time status.

- All members of the faculty should be eligible to vote in all elections for college and university governance bodies on the basis of one person, one vote.
- While faculty in contingent appointments may be restricted from participating in the evaluation of tenured and tenure-track faculty, they should have the opportunity to contribute to the evaluation of contingent faculty.
- All faculty members should, in the conduct of governance activities, be explicitly protected by institutional policies from retaliation.
- Faculty holding contingent appointments should be compensated in a way that takes into consideration the full range of their appointment responsibilities, which should include service.

**BE IT RESOLVED THAT the Faculty Senate accept the report of the Senate Committee for Full-Time Non-Tenured/Tenure-Track (FTNTT) Faculty.**

**BE IT FURTHER RESOLVED THAT Northeastern University moves toward "one faculty;" by minimizing the differences (with the obvious exception of tenure) between the various classifications of full-time faculty.**

## **SPECIFIC COMMITTEE RECOMMENDATIONS BASED ON THE FINDINGS ABOVE.**

The FTNTT Committee would like to state that only after fully addressing the protections (grievance and retaliation) and rights (length of contracts, reappointment, and promotion) of FT non-T/TT Faculty can this Committee discuss whether FT non-T/TT faculty members could be ensured equitable participation in university governance.

### **GRIEVANCE**

The FTNTT Committee would like to recommends that in the area of grievance, FT non-T/TT Faculty be covered under the same policies and procedures as all faculty.

Revised Faculty Handbook language on Grievance is provided in **Appendix I**.

**BE IT RESOLVED THAT the Grievance Module of the Faculty Handbook be modified as indicated in Appendix I so that all full-time faculty are included in and covered by the Grievance process currently reserved for Tenured and Tenure Track faculty.**

### **RETALIATION**

The Committee was unable to locate a comprehensive policy that meets our needs related to retaliation. Therefore, the committee recommends that a section of the Faculty Handbook be added for the purposes of addressing retaliation.

Proposed Faculty Handbook language on Retaliation is provided in **Appendix II**.

**BE IT RESOLVED THAT the proposed language on Retaliation in Appendix II be added to the Faculty Handbook.**

**BE IT FURTHER RESOLVED THAT an ad hoc committee be created to develop a university-wide policy on Retaliation that would then be posted on all appropriate websites, handbooks and other relevant documents.**

### **LENGTH OF CONTRACTS**

The FTNTT Committee found considerable differences among the colleges for length of contracts and recommends the following university-wide policy for contract length.

**BE IT RESOLVED THAT all FT non-T/TT Faculty are eligible for the same lengths of contract, based on rank. Those ranks and corresponding contract lengths are:**

- **At first level/rank, such as assistant teaching professor: 1-year renewable terms**
- **At second level/rank, such as associate clinical professor: 3-year renewable terms**
- **At third level/rank, such as principal lecturer: 5-year renewable terms.**

**BE IT FURTHER RESOLVED THAT under extraordinary circumstances contract length could be shortened from the aforementioned terms on a case by case basis.**

The FTNTT Committee also found that FT non-T/TT Faculty are not protected under the same dismissal procedures as tenured faculty, the committee determined that non-renewal procedures should be clearly outlined in the faculty handbook.

Proposed Faculty Handbook language on Appointments, Terms and Reappointments is provided in **Appendix III**.

**BE IT RESOLVED THAT the proposed language on Appointments, Terms and Reappointments in Appendix III be added to the Faculty Handbook.**

## **PROMOTION**

Due to inevitable variation by unit, appointment category, and weighting of responsibilities, the FTNTT committee believes that promotion procedures for FT non-T/TT Faculty need to be different from those for T/TT faculty.

Promotion of a faculty member results from recognition by the university of superior professional achievement and the expectation that this level of attainment will be sustained or exceeded in the future. The primary consideration in evaluating the record of achievement shall always be the degree to which this achievement improves the academic quality of the university.

The significant criteria for evaluating relevant achievement are:

- Sustained contribution in areas of responsibility
- Professional development and growth in areas of responsibility

The candidate shall prepare and submit to the promotion committee a promotion portfolio as specified by the unit and college's promotion procedures. The portfolio shall include, at minimum, the candidate's most recent CV; copies of annual evaluations; a summary of teaching assignments and teaching evaluations; and evidence of effectiveness in all other requirements of the position. In those units that seek evaluations from external reviewers, the reviewers will be external to the unit but within the university, or, at the candidate's discretion, external to the university. The candidacy shall be considered, in turn, as specified by the established procedures of the unit, by the unit promotion committee, the unit head, the dean, and the

Provost.

Unless the unit or college's procedures specify otherwise, denial of promotion does not preclude reappointment at the current faculty rank, nor does it preclude reconsideration for promotion at a later date. A faculty member may not be reconsidered for promotion until two years after the previous unsuccessful promotion consideration. Individual faculty members who feel that a procedural violation has occurred in connection with consideration for promotion may initiate a grievance in accordance with currently applicable faculty grievance procedures.

Units employing faculty members in these ranks shall develop procedures for promotion consideration consistent with the Faculty Handbook. These procedures must have the approval of the dean and the Provost prior to their implementation.

Each unit has been asked by the Provost to develop evaluation and promotion procedures for FT non-T/TT Faculty (Teaching Professors, Clinical Professors, Academic Specialists, and Lecturers) that are consistent with the policy in the Faculty Handbook as well as supplementary unit-specific guidelines for preparation of the promotion dossier.

Therefore, the FTNTT Committee recommends that all FT non-T/TT Faculty be eligible for promotion, but under a set of guidelines distinct from Tenure or Tenure Track Faculty.

**BE IT RESOLVED THAT Faculty members in the ranks of Assistant or Associate Teaching Professor, Assistant or Associate Clinical Professor, Assistant or Associate Academic Specialist, and Lecturer or Senior Lecturer may request consideration for promotion to the next faculty rank after completing a minimum of three full years of service at the faculty member's current rank. Units employing faculty members in these ranks shall have procedures for promotion consideration consistent with the Faculty Handbook, and approved by the Provost.**

## APPENDIX I

### Proposed changes to Grievance Module of the Faculty Handbook

Additions are underlined; deletions are ~~struck through~~

#### ~~TENURED AND TENURE-TRACK~~ Full-Time FACULTY GRIEVANCE PROCEDURE<sup>1</sup>

From time to time within the University community, disputes may arise between a faculty member and a department chair (or equivalent), Dean, Provost, or other administrator in which there are allegations of inequitable treatment, violation of academic freedom, or violation of University policy or procedures in some action which affects the faculty member. Administrators should work carefully to avoid such situations and, should they occur, make every effort to resolve them before they become formal grievances. Similarly, faculty should understand that mediating a formal grievance will involve a major investment of their colleagues' time, and should use the procedure only to resolve important issues. When such a dispute arises, it is important that the parties work in good faith to resolve the situation informally, as quickly as possible. The aggrieved faculty member should attempt to meet with the person whose action is the focus of the dispute in order to discuss and resolve the situation. If resolution is not achieved, s/he should attempt to meet first with the Dean and, if the Dean is unable to resolve the dispute, then with the Provost (or Provost's representative) to make them aware of the situation and discuss paths to resolution. If, after making these attempts at informal resolution, the faculty member is not satisfied, s/he may proceed formally within the regular grievance procedure, including the option for early provostial review.<sup>2</sup>

#### 1. Definitions and Eligibility

##### a. Definition of "Grievance"

A grievance is defined as a complaint by a faculty member that he or she:

- 1) has been subject to a violation, misinterpretation or inequitable application of the provisions of the *Faculty Handbook* or other published University or unit policies or procedures; or
- 2) has otherwise been treated unfairly or inequitably.

##### b. Eligibility and Applicability

This procedure is available only to the following full-time faculty: probationary or tenured members of the Teaching Faculty as defined in the *Faculty Handbook*<sup>3</sup>, Teaching Professors, Clinical Professors and Academic Specialists (WICHE classifications 2.7), and Lecturer (WICHE classification 2.8B and F) as defined in the *Faculty Handbook*<sup>3</sup>. Grievances relating to tenure, whether procedural or substantive, shall be governed by the Tenure provisions of this handbook. This grievance procedure does not apply with respect to tenure or early tenure decisions nor does it apply to a Dismissal Proceeding or any final action pursuant to it.

<sup>1</sup> Approved by vote of the Faculty Senate, November 2, 1992. Approved by the Board of Trustees, June 11, 1993. Amended by vote of the Faculty Senate, June 7, 1994; presidential approval authorized by Board of Trustees, June 10, 1994; approved by the President, July 7, 1994. The original Faculty Grievance Procedure on which this is based was adopted by the Board of Trustees in 1973. This procedure applies to Teaching Faculty (2.1-2.4) and, as modified in the footnotes that accompany the procedure, to Co-



op Coordinators (2.9) only. A grievance procedure that applies to Clinical or Academic Specialists or Full Time or Benefits Eligible Lecturers (2.8F or B) follows this section.

<sup>2</sup> See section 3 below for Early Provostial Review (formerly the "Accelerated Grievance Procedure").

<sup>3</sup> Or Cooperative Education Coordinators (2.9).

If a grievant makes a claim of discriminatory acts prohibited by law or by University policy, the grievance shall first be pursued through the Office of Institutional Diversity and Equity and its procedures. When this has been completed, any aspects of the grievance which remain unresolved may then be brought to the grievance procedure.

## 2. Regular Grievance Procedure

### a. Step One: Filing a Grievance

- 1) A grievance must be filed within three months after the faculty member became aware of the grievable event. During this period s/he must attempt to resolve the matter informally.
- 2) A formal grievance is filed in writing with the Senate Agenda Committee. The Senate's grievance coordinator will send copies to the Department Chair (or equivalent), Dean, Provost, and (if not one of these) the person whose action occasioned the grievance.
- 3) In the formal grievance, the grievant will state the exact nature of the grievance, against whom it is filed, and the remedy sought. At this point s/he may request resolution through the Early Provostial Review Option.<sup>4</sup>
- 4) In the event that informal steps to resolve the situation are ongoing, the grievant may request, in writing, that the Senate Agenda Committee automatically grant postponement of the Step Two for an additional two months. At any time that the grievant is dissatisfied with the progress of informal steps, s/he may, in writing, rescind this request and resume the normal grievance process.

### b. Step Two: Mediation by an ad hoc Faculty Committee

- 1) As soon as possible after the Senate Agenda Committee has received notice of a grievance or notice that Early Provostial Review has not resolved the grievance, the Agenda Committee shall appoint an *ad hoc* Mediation Committee composed of three faculty members.<sup>5</sup> In appointing this Committee, the Agenda Committee will normally appoint faculty members not involved with the grievant or his or her department.
- 2) The *ad hoc* Mediation Committee shall be neutral and impartial as it attempts to mediate the dispute. During this phase of the procedure the committee may suggest ways to resolve the dispute, but shall make no formal findings with respect to the grievance other than to determine whether the grievance falls within the definition of a grievance, and/or whether it is insubstantial or frivolous. The *ad hoc* Mediation Committee shall conduct the meetings in steps two and three. However, the inability of one Committee member to attend such meetings shall in no way change any prescribed time limits.

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<sup>4</sup> Approved by Faculty Senate, February 26, 1990; editorial revisions accepted by Senate Agenda Committee, June 15, 1990. Approved by Board of Trustees, October 12, 1990 with further editorial revisions accepted by the Senate agenda Committee, January 29, 1991. This procedure applies to Teaching Faculty (2.1-2.4), Clinical or Academic Specialists (2.7), [full-time Teaching Professors](#), [full-time Lecturers \(2.8B and F\)](#), and to Co-op Coordinators (2.9) only.

<sup>5</sup> Where the grievant is a Cooperative Education Coordinator (2.9), one member of the *ad hoc* Mediation Committee shall be appointed from among the Cooperative Education Coordinators not involved in the Grievance.

- 3) As soon as reasonably possible after the establishment of the *ad hoc* Mediation Committee, its chair shall arrange for one or more meetings with the relevant parties in an effort to resolve the grievance. At any meeting where the grievant is present, the grievant may be accompanied by a member of the Northeastern University community.
  - a) After an initial meeting with the grievant, the *ad hoc* Mediation Committee may at any point, by majority vote, determine whether the grievance meets a threshold for mediation: that it is neither insubstantial nor frivolous and falls within the definition of a grievance.
    - i) If the Committee rules that the entire grievance does not meet this threshold, it shall so inform the grievant, the other relevant parties, the Provost and the Senate Agenda Committee.
    - ii) If the Committee rules that only some of the issues raised in the grievance do not meet this threshold, it shall so inform the grievant, the other relevant parties, the Provost and the Senate Agenda Committee, also stipulating the issues which remain to be mediated. In this circumstance, mediation will proceed with respect to the remaining issues. Neither mediation nor arbitration will remain available for the issues deemed nongrievable.
  - b) As the mediation process continues, if the Committee deems it advisable, it may require the attendance of the person whose action occasioned the grievance and any other persons who might be of aid in resolving the grievance, such as the Director of the Office of Institutional Diversity and Equity, or the Director of the Office of Disability Resources.
- 4) If mediation is unsuccessful without the participation of the Dean, the Committee shall require the attendance of the Dean for at least one meeting to attempt to reach a resolution.<sup>6</sup>
- 5) If no resolution has been formalized within ten working days of the last Step Two meeting, or if the *ad hoc* Mediation Committee feels that no resolution is forthcoming, and if the grievant wishes to pursue the grievance, the Chair of the *ad hoc* Mediation Committee shall arrange a meeting with the Provost (or his or her designee), the grievant, and the *ad hoc* Mediation Committee for the purpose of resolving the grievance. If the *ad hoc* Mediation Committee considers it advisable, it may request the attendance of the party whose action occasioned the grievance and/or other involved individuals. The grievant may be accompanied by a member of the Northeastern University community.
- 6) If, after this meeting, no resolution has yet been reached, the *ad hoc* Mediation Committee may submit to the parties a proposed resolution to the grievance.

*c. Step Three: Request for Arbitration*

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<sup>6</sup> In the case where the Grievant is a faculty member (2.1-2.4, [2.7](#) or 2.9) in Cooperative Education, this provision applies to the Dean of the Co-op Coordinator's home college.

- 1) If the grievant is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten working days after the meeting with the Provost (Step Two) or within ten working days of receipt of a proposed resolution formally submitted by the *ad hoc* Mediation Committee to the parties, the grievant may request, in writing, to the Chair of the *ad hoc* Mediation Committee that the grievance be submitted to arbitration. If the grievant does not file a request for arbitration by the end of 30 working days after the Step Two disposition and/or meeting, or the transmittal of the Committee's proposed resolution, the grievance is closed.
- 2) The *ad hoc* Mediation Committee will, within ten working days after receipt of the request for arbitration, decide by a majority vote if the grievance shall be arbitrated. In doing so, the Committee will not determine whether or not the grievance shall be upheld, but only whether the grievance shall be arbitrated. The Committee shall determine if (a) the claim falls within the definition of a grievance, b) the remaining issues beyond any settlement currently offered by the Provost are neither clearly insubstantial nor frivolous and (c) the remedy sought is within the power of an arbitrator. If these conditions are met, the Committee shall decide in favor of arbitration.
- 3) If the *ad hoc* Mediation Committee decides that the grievance does not meet the criteria for arbitration, the grievance is closed.
- 4) If the *ad hoc* Mediation Committee believes that the grievance has revealed needed improvements in policies, practices, or procedures in the University, it shall recommend such changes to the Senate by forwarding such recommendations to the Senate Agenda Committee, or appropriate supervisory unit.
- 5) If the *ad hoc* Mediation Committee decides that the grievance shall be arbitrated, the Committee will instruct the Provost's Office to institute arbitration proceedings.

*d. Step Four: Arbitration*

- 1) If the grievance is to be arbitrated, the *ad hoc* Mediation Committee will so notify the Provost and the grievant.
- 2) Within fifteen calendar days after the notification of the Provost, the Provost (or his or her designee) shall meet with the grievant for the purpose of explaining the process of filing a demand for arbitration with the American Arbitration Association. At the request of the grievant or the Provost, the *ad hoc* Mediation Committee's Chair may also be present at this meeting. The University must file such demand within 15 calendar days after this meeting, as long as the escrow requirement of subsection 5(d) has been met, or within 5 days after University Counsel receives notice that the grievant has met the escrow requirement, whichever comes later. If the grievant has not met the escrow requirement within 90 calendar days of the demand for arbitration, the grievance will be deemed to have been withdrawn.
- 3) The arbitrator shall be chosen from a list of arbitrators maintained by the American Arbitration Association. The arbitrator must be qualified for academic arbitration by virtue of current or previous service as a faculty member or academic administrator

of a college or university.<sup>7</sup> The conduct of the proceedings shall be governed by the rules of the American Arbitration Association.

- 4) The decision of the arbitrator, within the scope of his or her jurisdiction, shall be final and binding on the parties to the dispute and the University; however, the arbitrator shall be without power to
  - a) make a decision which requires the commission of an act prohibited by law,
  - b) substitute his or her judgment on the professional qualifications of a faculty member for the judgment of the relevant academic committee, or
  - c) add to, subtract from, or modify provisions of the *Faculty Handbook* or other relevant University policies and procedures.
- 5) The costs of the services of the American Arbitration Association and the Arbitrator shall be borne as follows:
  - a) If the arbitrator upholds the grievance (whether or not he or she grants the remedy sought by the grievant), these costs will be borne by the University.
  - b) If the arbitrator denies the grievance, the grievant will pay 1/3 of the fees of the American Arbitration Association and its arbitrator, and the University shall bear the remainder of such costs.
  - c) Each party will pay for its own expenses, services and fees other than the costs of the American Arbitration Association and the arbitrator.
  - d) To assure that the conditions of section (b) can be met, the grievant will place into a noninterest bearing escrow account in the Northeastern University Federal Credit Union, a sum equal to one-half of the American Arbitration Association processing fee plus one-half of one day's arbitrator's fee. Specific instructions for establishment of the escrow account are set by the Senate Agenda Committee and are available in the Faculty Senate office.

The escrow account will be controlled by the Chair of the Senate Agenda Committee. Upon completion of the arbitration, with the signature of the Agenda Committee Chair and a copy of the arbitrator's decision, the deposited funds will be returned to the grievant if the grievance is upheld, or transferred to the University if the grievance is denied. If the arbitrator reaches a split decision on a multi-element grievance, the arbitrator will determine the proportional distribution of the AAA/Arbitrator costs and the distribution of the deposited funds.

#### e. Miscellaneous

##### 1) Timeliness

- a) The time limit for filing a grievance as specified in section 2.a may be extended beyond three months with written agreement of the Provost, the grievant and the Senate Agenda Committee grievance officer.

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<sup>7</sup> Approved by the Faculty Senate, January 23, 1984. Approved by the President, March 21, 1984. This provision is subject to periodic elaboration by agreements negotiated between the University and the American Arbitration Association.

- b) It is important that grievances be processed as rapidly as possible. The number of days indicated at each step shall be considered a maximum, and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- c) Because it is difficult to form an *ad hoc* Mediation Committee during the summer months, the clock for Steps Two and Three will normally be suspended during Summer terms. However, the filing of a grievance under Step One must still occur within three months after the grievant became aware of the grievable event(s).
- d) A grievant shall have two weeks to respond after each step. If he or she fails to respond by the end of two weeks the grievance will be considered as waived. An involuntary delay such as illness or failure of the mails to deliver shall not be construed as waiving the grievance.
- 2) If in the course of processing the grievance there is a dispute over whether a grievance has been waived, the parties will continue to follow the procedure and, if the grievant proceeds to arbitration, the arbitrator will decide whether or not the grievance has been waived.
- 3) Unless the grievance has been resolved, withdrawn or otherwise terminated, the *ad hoc* Mediation Committee shall make no formal findings or report before the end of Step Two.
- 4) Copies of the arbitration decision shall be sent to the grievant, the Provost and the Chair of the Senate Agenda Committee.
- 5) No outside counsel (for the grievant or any other party to the grievance) may be present in any of the Step Two mediation meetings. However, all parties may be represented by counsel in arbitration proceedings.
- 6) Documents and Confidentiality  
The University shall make available to the grievant relevant materials pertaining to his or her case. However, documents developed in tenure and promotion proceedings with the understanding that they are confidential do not have to be made available to the grievant.<sup>8</sup>
- 7) The Agenda Committee of the Senate will, upon request, provide the grievant and/or the person whose action occasioned the grievance with the names of faculty members or others who may be of assistance in preparation and presentation of his or her case in the grievance procedure.

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<sup>8</sup> In an arbitration decision dated November 11, 1974, the following guideline relating to confidentiality was established: "Documents developed in the tenure procedure involving ... the understanding and expectation that they were confidential do not have to be made available to [the grievant] by the University. Included in such documents are letters of recommendation, evaluation forms, and the minutes of the Promotion and Tenure Committee ..."

- 8) It is important that testimony and deliberations which take place under this procedure shall be kept confidential by the parties and by those involved in the resolution of the grievance.
- 9) If at any point the grievant determines to withdraw the grievance, s/he shall do so in writing to the Senate Agenda Committee.
- 10) If, during the course of a grievance, the grievant's University employment terminates for any reason, the grievance shall be discontinued, except that when the grievance involves non-renewal of contract the grievant may request, in writing to the Senate Agenda Committee, that the grievance be continued.

### **3. Early Provostial Review Option for Use in Case of Alleged Procedural Violations**

- a. At the time a grievance is filed as defined above, the grievant may request this option of early review by the Provost. In this event, the timeliness provisions for further steps of the Regular Grievance Procedure are suspended until the grievant receives written notice of the results of this optional procedure.
- b. The grievant and a representative of the Senate Agenda Committee will confer with a representative of the Provost within ten workdays. If the Provost's representative recognizes merit in the grievance, he or she shall so notify the Provost. Otherwise, he or she shall inform the grievant, in writing, that the grievance is denied.
- c. If the Provost recognizes merit in the grievance, he or she shall delegate his or her representative to work with the appropriate Dean or Chair toward correcting the defective procedures. This process, which may involve any steps up to and including a full reconsideration of the original decision upon which the grievance is based, utilizing corrected procedures, should be completed within two weeks. At that time the grievant will be informed of his or her status by the Dean or Chair.
- d. Whatever the outcome of this provostial review procedure, the grievant shall still have access to the standard faculty grievance procedure.

## APPENDIX II

### *Proposed addition to the Faculty Handbook—Policy on Retaliation<sup>1</sup>*

#### **PURPOSE OF POLICY**

The purpose of this policy is to clearly articulate that the University prohibits retaliation against those who make bona fide reports when a member or members of the University community are not complying with applicable law or policy or in cases of retaliation based on a member expressing his or her views in the course of faculty governance.

#### **GENERAL STATEMENT OF THE POLICY AGAINST RETALIATION**

Faculty, administrators, and staff shall not intimidate or take retaliatory action, as defined below, against any member of the University community or a relative of such a person who is an employee or student at the University, who makes a report of the type defined below in good faith and without malice.

This Policy also prohibits persons from knowingly and intentionally making a report of non-compliance that is false.

#### **TYPES OF REPORTS COVERED BY THE POLICY AGAINST RETALIATION**

The prohibition against retaliation applies to:

- A The disclosure of information concerning conduct that the reporter believes is illegal or in violation of University policies;
- B The provision of information or testimony to, or the filing of a complaint initiating proceedings before, a duly constituted investigatory body of the University;
- C Disclosures made during compliance review or a peer review process;
- D The filing of a legitimate complaint or incident report.
- E The sharing of one's views during the process of governance, whether on the individual unit level or at the Faculty Senate.

#### **TYPES OF RETALIATION THAT ARE PROHIBITED**

The types of retaliation that are prohibited include but are not limited to:

- A Intimidation;
- B Adverse actions with respect to the reporter's work assignments, salary, vacation, and other terms of employment;
- C Unlawful discrimination;
- D Termination of employment;
- E Adverse actions against a relative of the reporter who is a University employee or student; and
- F Threats of any of the above.

Note that an adverse personnel, academic or other disciplinary action against an employee or student whose conduct or performance warrants such action for reasons unrelated to the reporting of a concern will not be deemed a violation of this policy.

#### **SANCTIONS FOR VIOLATION OF THE RETALIATION POLICY**

Individuals who violate this policy shall be subject to appropriate disciplinary proceedings, and,

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<sup>1</sup> This proposed policy is adapted from the University of Pennsylvania's Policy Against Retaliation, which "prohibits retaliation against those who make bona fide reports of possible non-compliance."



if found to have violated the policy, they may be subjected to the full range of available sanctions, up to and including termination of employment or dismissal from an academic program.

Persons who knowingly and intentionally make a false report of non-compliance may also be subjected to the full range of available sanctions, up to and including termination of employment or dismissal from an academic program.

**OFFICES THAT THE REPORTER MAY CONSULT**

There are many resources available to individuals who are concerned about retaliation. These include:

- The Division of Human Resources
- The Office of the Provost
- The Office of the Ombudsman
- The Office of Institutional Diversity and Inclusion
- The Office of General Counsel

## APPENDIX III

### *Proposed Addition to the Faculty Handbook—Module on Appointments, Terms and Reappointments*

#### **APPOINTMENTS, TERMS, AND REAPPOINTMENTS**

Faculty appointments in these ranks are made by the dean on the basis of the recommendation of the unit. A faculty member appointed to any of the Teaching Professor or Clinical Professor ranks must hold the doctorate or equivalent terminal degree in the field. A faculty member not holding the terminal degree may be appointed to the Academic Specialist or Lecturer rank only with the prior approval of the Provost.

Faculty appointments in these classifications are renewable, contingent upon several factors in the sole discretion of the university, including satisfactory performance and unit and university need. Renewals of appointments at the ranks of Associate Teaching Professor, Associate Clinical Professor, or Associate Academic Specialist, Lecturer may be for a period of up to three years. Renewals of appointments at the ranks of Teaching Professor, Clinical Professor or Senior Academic Specialist, Lecturer may be for a period of up to five years.

No non-tenure-track faculty appointment, reappointment or promotion carries a guarantee of future re-appointments or promotions. All appointments and reappointments are contingent upon maintaining the appropriate visa status and work authorization.

#### **NOTICE OF NON-REAPPOINTMENT**

Non-reappointment of a faculty member in these ranks may be based on several factors in the sole discretion of the university, including but not limited to insufficient funding or lack of need; unsatisfactory performance; or for cause. Northeastern will provide faculty members with written notice of the university's intent not to renew within the following guidelines:

- a. Not later than March 1 of the first academic year of service if the appointments expires at the end of that year; or if a one-year appointment ends during the academic year, at least three months before the end of that year.
- b. Not later than December 15 of the second academic year of service if the appointment expires at the end of that year; or if a one-year appointment ends during the academic year, at least three months before the end of that year.
- c. At least twelve months before the expiration of an appointment after a period of service exceeding two years.

Where deadlines on notification with respect to the issuance of a terminal contract have been missed by reason of inadvertence, mistake, or misunderstanding, the university shall provide to the faculty member involved a contract extension equal to the time between the missed deadline and the issuance of the corrected contract.