



*(NOTE RE: timing: Please remember to get your final report/resolutions to SAC for review by SAC & Provost's Office at least **3 weeks** prior to presentation date.)*

TO: Senate Agenda Committee

FROM: Faculty Handbook Committee

DATE: April 2, 2025

SUBJECT: Final report for Faculty Handbook Committee 2024-2025

The Faculty Handbook Committee had ten meetings during the academic year. The committee carried out the specific charges assigned by SAC. However, the Office of the General Counsel (OGC) was unable to review the proposed changes to the Handbook in time for the creation of this final report. The language in Charge 1 was created in concert with OGC, and is thus available to be voted on in the Senate on 4/23. The language in Charge 2 was approved by the Senate in AY 23-24, and was enacted without the need to contact OGC. Our analysis of Charge 4 did not produce and proposed changes to the Handbook. But the language of our proposed changes to the Handbook in Charge 3 has not been reviewed by OGC, and cannot be brought to a Senate vote. This Committee has crafted proposed language changes to the Handbook for Charges 3, and these are included in the Appendix. Our charges were addressed as follows with recommendations and/or resolutions.

Charge 1: Review the new university policies on intellectual property and academic freedom for consistency with Senate resolution #29, April 2023.

At the direction of SAC, Faculty Handbook Committee has not pursued the second part of Charge 1 as a dedicated ad hoc senate committee, “Ad hoc Academic Freedom Committee”, was formed and work is underway with charges partially inclusive of Charge 1 (review new university policies on academic freedom for consistency with Senate resolutions) and expanded further.

With regard to intellectual property, the Committee worked with the Office of the General Counsel to craft language that would satisfy the Senate resolution while also providing the University with the ability to continue teaching courses if a faculty member were to leave the University or become unable to continue teaching. The discussion centered on which pedagogical components of an existing course should be licensed to the University for future use, and for how long, and how to protect the intellectual property of the original course creators. The agreed-upon language appears below, and is set to become the new University policy.

Resolutions –

WHEREAS The Faculty Handbook module entitled “Patent and Copyright” includes both the University Patent Policy, adopted in 1995, and an Interim Copyright Policy, last revised in 1982; and

WHEREAS faculty are deemed Authors of all Traditional Academic Works and Pedagogical Works created by them, such that ownership of all rights in and to such Traditional Academic Works and Pedagogical Works resides solely with the faculty member who creates them; and

WHEREAS definitions of Pedagogical Works were not included in the Faculty Handbook

BE IT RESOLVED THAT the Faculty Handbook module on “Instructional Media” should be deleted and replaced with the following module, “Pedagogical Works”:

1. Definitions

- a. **Original Work of Authorship** refers to works of authorship that fall within the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*
- b. **Pedagogical Work** means teaching material(s), which are not Directed Works, created by faculty primarily for instruction of university students, and include, but are not limited to, syllabi, curricula, exams, sample exam answers, course materials, lecture notes, slide decks, individual illustrations, video clips, audio clips, class exercises, class assignments, case studies, recorded lectures, and recorded classes.
- c. **Directed Work** means any Original Work of Authorship agreed upon in writing between the university and faculty author(s)/creator(s), the creation of which is (i) based on a specific request by the university and (ii) which is supported by Significant Use of University Administered Resources.

d. **Significant Use of University Administered Resources** means the use of university facilities, equipment, funds, personnel, and other resources that exceeds what is customarily and currently provided to similarly situated colleagues of an author in the author's department or to similarly situated students enrolled in the same course or college. The following examples are intended for guidance purposes only and do not exclude other uses that may be considered significant:

- (i) Use of specialized services or facilities such as equipment, production facilities, service laboratories, studios, specialized computing resources or facilities, wherein fees normally required for access or use are waived.
- (ii) Use of financial or other support, including reduction in levels of teaching, service, or other typical university activities (e.g. course load, student advising responsibilities, department meetings, office hours, administrative responsibilities) for the creation of an Original Work of Authorship that exceeds the typical supplemental pay and offloading from regular duties.
- (iii) Use of university personnel (including secretarial, clerical, and administrative staff) and research assistants beyond the level customarily provided to all university faculty and departments.
- (iv) Use of university proprietary property that serves as a significant basis for the resulting Original Work of Authorship.
- (v) The university shall not consider use of facilities, equipment, funds, personnel and other resources to be significant if the university makes them generally available to the university community, provided that such use is not in excess of the amount normally provided.

2. Use of Pedagogical Works

The decision to use Pedagogical Works in any form resides with the individual faculty member responsible for the instructional sequences under consideration and the faculty member's department.

3. Objectives and Content

The objectives and content of Pedagogical Works for courses and programs are the responsibility of the faculty member developing the instructional sequences and the faculty member's department. Suggestions, criticisms, and major revisions may be proposed by university faculty or staff members outside of the faculty member's department, but only in an advisory capacity.

4. University Support for Pedagogical Works and Directed Works

The University may withhold or, after reasonable notice, withdraw its support from the development, production, or implementation of an instructional method, device, or system whose design its authorized officials consider inadequate to achieve the proposed objectives or to carry the proposed content.

5. Academic Credit

Decisions concerning the award of academic credit (how much, if any) for courses offered by means of various Pedagogical Works are the responsibility of the faculty

of the College in which the students are enrolled.

6. Authorship and Attribution

Appropriate authorship or other credits should be given to any faculty or staff member who substantially assists the development or production of Pedagogical Works.

7. Ownership of Pedagogical Works

In accordance with US Copyright laws, ownership of Pedagogical Works which are not Directed Works resides with the faculty author(s), who hereby grant to the University a non-exclusive, limited, royalty-free, non-transferrable, and non-sublicensable license for reasonable academic use for the not-for-profit educational purposes of the University during the author's employment by the University, and, for up to six months after the author(s) separation from the university, of the following Pedagogical Works: syllabi, curricula, and class assignments.

Reasonable academic use includes permission from the author(s) to use such course materials, but not to publish or commercialize them. The author(s) hereby grant to the University a non-exclusive, perpetual, irrevocable, royalty-free, non-transferrable, and non-sublicensable license to keep copies of Pedagogical Works in any format for archiving purposes only.

8. Ownership of Directed Works

Unless otherwise stated by written agreement, Directed Works developed with **Significant Use of University Administered Resources** are the property of the university. A written agreement must be executed between the University and the cooperating faculty before the development of the Directed Work. The purpose of such agreements should be to facilitate the free flow of ideas and information and the maximum utilization of such Directed Works. The agreement should address the following where relevant:

- a. the portion of the normal academic load of the faculty member to be committed to the project;
 - b. authorship or other credits;
 - c. arrangements for the sale, lease and gratuitous lending of the media;
 - d. royalty payments from net income derived from the marketing of the media;
 - e. provisions for subsequent use, revision, or withdrawal of the media; and
 - f. provisions for arbitration of unresolved issues.
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Charge 2: The FHC shall follow up on implementing the FHC Committee's approved resolutions 22, 26, and 30 of Academic Year 2023-2024 to update language in the Faculty Handbook.

The relevant changes have been made to the Faculty Handbook.

Charge 3: Review the Faculty Handbook for language or content needing updating. Where changes to the handbook are required, the committee will propose resolutions with model language for inclusion in the handbook. Modules to review include the following:

1. Grievance procedure: Review the timeframe for filing a grievance and check to see if the timeline is clear for how to manage grievances that are submitted when faculty are not on contract (e.g., summer); review the role of the grievance committee in the process, such as how the committee ushers the grievant through the procedures, aids in mediation, making sure the grievance is clear and understood by all parties; determine whether, and under what circumstances, HR should be involved in the process; how committees should handle grievances specifically against upper administration – who steps in from upper administration.

Charge 3: Grievance procedure:

1. Review the timeframe for filing a grievance and check to see if the timeline is clear for how to manage grievances that are submitted when faculty are not on contract (e.g., summer)

The Faculty Handbook does not specifically address how to manage grievances that are submitted when faculty are not on contract except for related language that filing a grievance (*Step One*) must still occur within three months after the grievant became aware of the grievable event(s) (2.a.1.) AND that the time limit for filing a grievance may be extended beyond three months with written agreement of the Provost, the grievant, and SAC grievance officer (2.e.1.a.) AND that the time limits for subsequent steps may be extended by mutual agreement if it is difficult to form an ad hoc mediation committee due to time of year (2.e.1.b.) AND that due to the potential difficulty in forming an ad hoc Mediation Committee during summer months, *Step Two and Three* of the Grievance Procedure will normally be suspended during summer terms (2.e.1.c.).

Related FH passages:

2.a.1. “A grievance must be filed within three months after the faculty member became aware of the grievable event. During this period, the grievant must attempt to resolve the matter informally.”

2.e.1.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.”

2.e.1.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. However, the time limits specified may be extended by mutual agreement if it is difficult to form an ad hoc mediation committee due to time of year.”

2.e.1.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).”

Faculty Handbook Committee Recommendation: FH should be more explicit about how faculty grievant(s)’ off-contract status at the time of filing the grievance affects the timeline. If a grievance is submitted when faculty grievant(s) are not on contract (e.g. summer), the timeframe for *Step Two and subsequent steps* should proceed as written in the Grievance Procedure unless the faculty grievant(s) off contract is(are) unable to fulfill such a commitment. In such a case, the faculty grievant(s) shall provide a written statement to the Senate Agenda Committee grievance coordinator and the Grievance Procedure should be paused (except for the formulation of the ad hoc Mediation Committee) and resumed when the faculty grievant(s) is(are) back on contract but no longer than one full semester. Resolution language to enact these changes is included in the Appendix.

Charge 3: Grievance procedure:

2. Review the role of the grievance committee in the process, such as how the committee ushers the grievant through the procedures, aids in mediation, making sure the grievance is clear and understood by all parties

The *ad hoc* Mediation Committee determines if the grievance falls within the definition of a grievance and/or whether it is insubstantial or frivolous. Throughout the grievance process, the *ad hoc* Mediation Committee serves a neutral, mediation purpose. The committee can suggest ways to resolve the dispute and invite input from all parties that could aid in resolving the conflict; however, it cannot make formal findings with respect to the grievance itself. As such, the role of the *ad hoc* Mediation Committee appears clear. The passage under “Timeliness” (2.e.1.) captures exceptions to the timeline involving individual grievance steps; however, the term itself has a different meaning of “occurring at a suitable or opportune time” or “the quality of happening at the best possible time or at the right time” (“*timeliness*,” *Merriam-Webster.com Thesaurus*, <https://www.merriam-webster.com/thesaurus/timeliness>) or “the fact or quality of happening at the best possible time or at the right time” (“*timeliness*,” *Cambridge Dictionary*, <https://dictionary.cambridge.org/us/dictionary/english/timeliness>).

Related FH passages:

2.b.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.”

2.e.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.
- 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. However, the time limits specified may be extended by mutual agreement if it is difficult to form an ad hoc mediation committee due to time of year.
- 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 they fail 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."

Faculty Handbook Committee Recommendation: The title of section 2.e.1. "Timeliness" should be changed to "Exceptions to Timeline" to better represent the contents in the section and improve clarity. Resolution language to enact these changes is included in the Appendix.

Charge 3: Grievance procedure:

3. Determine whether, and under what circumstances, HR should be involved in the process

Human Resources Department (HR) involvement in the grievance process is not explicitly mentioned in the FH, but its possibility can be inferred from wording allowing the grievant to "be accompanied by a member of the Northeastern University community" (2.b.3. and 2b.5.) AND the ad hoc grievance committee "may require the attendance of ... and any other persons who might be of aid in resolving the grievance" (2b.3.b and 2.b5.) At any meeting where the grievant is present, the grievant may be accompanied by a member of the Northeastern University community (2.b.3.). FH does not exclude the involvement of HR in the grievance proceedings; however, current wording suggests a possible representation and input imbalance with grievant faculty "being allowed to be accompanied by a member of NEU" vs. *ad hoc* Mediation Committee "may request the attendance".

Related FH passages:

2.b.3. "At any meeting where the grievant is present, the grievant may be accompanied by a member of the Northeastern University community."

2.b.3.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 University Equity and Compliance, or the Director of the Disability Resource Center.”

2.b.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.”

Faculty Handbook Committee Recommendation: FH should include consistent language on including an HR representative in the grievance proceedings. To eliminate the potential burden and conflict of interest of having the grievant faculty or the *ad hoc* Mediation Committee require HR participation, HR input on aggregated formal and informal complaints or other pertinent contextual information could be considered as a standard part of *Step Two*. Such input could be in-person or written. Further investigation into potential implications of adding HR participation and/or input as a requirement in the Grievance Procedure is needed before formal changes to FH are suggested.

Charge 3: Grievance procedure:

4. How committees should handle grievances specifically against upper administration – who steps in from upper administration

The Faculty Handbook does not specify how to handle grievances against upper administration. When a grievance is filed against the Chancellor, an administrator within the Chancellor’s office, the President, or an administrator within the President’s office, the existing grievance involving the Provost’s role, see below, should be adequate. However, when a grievance is filed against the Provost or an administrator within the Provost’s office, the existing procedure is problematic, as the Provost’s office is an active participant in the grievance.

Related FH passages:

2.a.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.

2.a.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 they may request resolution through the Early Provostial Review Option.

2.b.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.

2.c.3. 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.

2.c.4. 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.

2.d.1. If the grievance is to be arbitrated, the *ad hoc* Mediation Committee will so notify the Provost and the grievant.

2.d.2. Within fifteen calendar days after the notification of the Provost, the Provost (or their 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.

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

Faculty Handbook Committee Recommendation: When a grievance is filed specifically against the Provost or an administrator within the Provost's office, some other party must replace the role of the Provost's office within the procedure. One logical possibility is that the Chancellor's office could serve this role. As the Chancellor's office does not oversee faculty, it is possible that the Office of the General Council will not approve this recommendation. In that case, the Senate and/or the next Faculty Handbook Committee may need to identify an appropriate third party for this procedure. Resolution language to enact changes to have the Chancellor serve this role is included in the Appendix.

Charge 3: Review the Faculty Handbook for language or content needing updating. Where changes to the handbook are required, the committee will propose resolutions with model language for inclusion in the handbook. Modules to review include the following:

2. Guidelines in appointing and evaluating university administrators – Working with the AEOC, review Part D Administrator Evaluation Process and propose language for reviewing administrators in a second consecutive five-year contract.

The Handbook language states:

“Department chairs and equivalents (e.g., Directors and Group Chairs) and deans will be appointed for a term of no less than three years and no more than five years. Under normal circumstances, the term is five years and is eligible for renewal. A review will occur in the third year of the first five-year term. Additionally, administrators shall be reviewed early in the last year of their five-year term.”

The Committee conferred with the chair and the members of the AEOC to better understand how often they felt it was best to evaluate administrators. AEOC overwhelmingly stated a preference to evaluate administrators in year three and year five of each five-year term. Resolution language to enact these changes is included in the Appendix.

Charge 3: Review the Faculty Handbook for language or content needing updating. Where changes to the handbook are required, the committee will propose resolutions with model language for inclusion in the handbook. Modules to review include the following:

3. Senate bylaws: Review the language from Part 3 committee composition. Read the section regarding the voting rights for members who are full-time faculty but also hold an administrative position. See if the policies regarding voting rights and membership on faculty search committees who also hold administrative positions are clear.

(a) Voting rights for Faculty Senate

Upon examination, the Committee determined that the language in that section of the Faculty Senate Bylaws in the Faculty Handbook is silent on policies regarding voting rights for members who are full-time faculty but also hold an administrative position.

There is a stand-alone procedural [FAQ document](#) on the Faculty Senate website that specifies that deans and associate deans can neither vote in elections for faculty senate representatives nor serve as Senator. Given that Department Chairs are also full-time administrative faculty, yet have full voting rights, there appears to be some incongruence with the guidelines in the FAQ document.

The committee recommends changes to Faculty Senate Bylaws by the Faculty Senate to define which titles/roles fall within the category of full-time faculty with administrative positions and to clearly define voting rights for these full-time faculty.

(b) Membership of faculty search committees

The committee is distinguishing faculty search committees that the Senate Agenda Committee oversees, which include administrator search committees, from non-administrative faculty search committees for full-time faculty.

Section 4c of the Faculty Senate Bylaws in the Faculty Handbook, specifies that “Members of the University administration may serve on [ad hoc] Committees, but the Chair must be elected by each ad hoc Committee from among its faculty members.” However, it is unclear whether “members of the University Administration” includes

full-time faculty with administrative appointments. The supplementary FAQ document on the Faculty Senate website specifies that voting in elections for and serving on administrator search committees are “according to department/college bylaws or according to department/college agreement.” The Faculty Handbook Module “Procedural Guidelines in the Appointment and Evaluation of University Administrators” section B: Composition of Faculty Search Committees is silent on whether full-time faculty who hold administrative positions can serve on these committees.

With regard to policies regarding membership of non-administrative faculty search committees, the Committee believes that current practice is that membership of these committees is determined according to the bylaws of the Departments and Colleges.

The committee recommends changes to Faculty Senate Bylaws by the Faculty Senate and the Procedural Guidelines in the Appointment and Evaluation of University Administrators module in the Faculty Handbook, as well as any supplementary Faculty Senate procedural guideline documents, to clearly define membership of Faculty Senate administrator/faculty search committees for full-time faculty who also hold administrative positions.

Charge 4: Review the Faculty Handbook for language pertaining to the new University policy on protests.

The relevant language is in the Academic Freedom module. Select passages are as follows:

“Northeastern University subscribes to the *1940 Statement of Principles of Academic Freedom and Academic Tenure* issued by the American Association of University Professors and the Association of American Colleges, as amended in 1970. This policy applies to all individuals insofar as they are involved in teaching or scholarship at the University.”

“The University will impose no restraint upon the extramural pursuits of any member of the faculty unless the time devoted to that pursuit unduly interferes with their obligations to the University or violates the University’s Conflict of Commitment and Interest Policy or the Faculty Handbook module titled “Policy on Faculty Outside Professional Activities.”

“Statement on Free Expression: A foundational principle of Northeastern University is that a global, multicultural, diverse and inclusive community is vital to learning, discovery, and innovation at the highest levels of human endeavor. Further, we believe that an institution of higher learning has a responsibility to foster a community that protects and supports free expression, welcomes open dialogue on critical issues, and maintains an inclusive educational environment where diverse views can be safely expressed and debated by community members in an atmosphere of civility and mutual respect.

To embody these principles, Northeastern is a place for its community members to engage in open discourse on conflicting and diverse views and/or ideas, including those that others may find unwelcome, controversial, disagreeable, or even

offensive. In the spirit of free expression, the university encourages professional, scholarly and respectful debate and critical thinking regarding differing views. In this way, we enhance and increase opportunities for learning and expanding thought perspectives through experience and engagement with those whose opinions and experiences differ from our own.”

The language in the University Policy on Demonstrations includes the following:

“Any faculty, staff or student who wishes to hold a demonstration on university property or in connection with university events must submit an application for the demonstration with the appropriate university office and receive written approval in advance of the demonstration, following the timeline and other application requirements set by the relevant university office.”

It is evident that the University policy on demonstrations is in clear contrast to the language in the Academic Freedom module in general, and in particular the explicit language in the Statement on Free Expression.

We believe that the language in the Handbook is already clear and explicit that placing restrictions on a time, place, and manner of demonstrations is not in keeping with the “foundational principles” of our University. As such, we do not believe any changes to the Faculty Handbook are warranted. We support the work of the ad hoc Academic Freedom Committee to resolve the discrepancy.

Respectfully submitted,

Timothy Dransfield (chair)

Rasika Bhalerao

Ted Clark

Oyinda Oyelaran

Marketa Rejtar

Appendix on Possible Resolution Language for AY 25-26

Charge 3: Grievance procedure:

1. Review the timeframe for filing a grievance and check to see if the timeline is clear for how to manage grievances that are submitted when faculty are not on contract (e.g., summer)

WHEREAS The Faculty Handbook does not specifically address how to manage grievances that are submitted when faculty are not on contract.

BE IT RESOLVED THAT The Faculty Handbook, section 2.e.1. of the Grievance Procedure shall be amended and the following added:

If a grievance is submitted when faculty grievant(s) are not on contract (e.g. summer), the timeframe for *Step Two and subsequent steps* should proceed as written in the Grievance Procedure unless the faculty grievant(s) off contract is(are) unable to fulfill such a commitment. In such a case, the faculty grievant(s) shall provide a written statement to the Senate Agenda Committee grievance coordinator and the Grievance Procedure should be paused (except for the formulation of the ad hoc Mediation Committee) and resumed when the faculty grievant(s) is(are) back on contract but no longer than one full semester.

2. Review the role of the grievance committee in the process, such as how the committee ushers the grievant through the procedures, aids in mediation, making sure the grievance is clear and understood by all parties

WHEREAS Section 2.e.1. "Timeliness" of the Grievance Procedure in the Faculty Handbook captures exceptions to the timeline involving individual grievance steps. The title of the section should better reflect its contents.

BE IT RESOLVED THAT Section 2.e.1. of the Grievance Procedure in the Faculty Handbook be changed as follows:

From: Timeliness

To: **Exceptions to Timeline**

4. How committees should handle grievances specifically against upper administration – who steps in from upper administration

BE IT RESOLVED THAT Section 2.a.2. “*Step One: Filing a Grievance*” of the Grievance Procedure of the Faculty Handbook shall be amended as follows:

From: 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.

To: 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. **When a grievance is filed specifically against the Provost or an administrator within the Office of the Provost, a copy of the letter will also be sent to the Chancellor.**

AND

BE IT RESOLVED THAT Section 2.a.3. “*Step One: Filing a Grievance*” of the Grievance Procedure of the Faculty Handbook shall be amended as follows:

From: 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 they may request resolution through the Early Provostial Review Option.

To: 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 they may request resolution through the Early Provostial Review Option. **When a grievance is filed specifically against the Provost or an administrator within the Office of the Provost, the grievant may request early review by the Chancellor.**

AND

BE IT RESOLVED THAT Section 2.b.5. “*Step Two: Mediation by an ad hoc Faculty Committee*” of the Grievance Procedure of the Faculty Handbook shall be amended as follows:

From: 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.

To: 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. **When a grievance is filed specifically against the Provost or an administrator within the Office of the Provost, the Chair of the *ad hoc* Mediation Committee shall instead arrange a meeting with the Chancellor (or his or her designee), the grievant, and the *ad hoc* Mediation Committee for the purpose of resolving the grievance.**

AND

BE IT RESOLVED THAT Section 2.d.2. "*Step Four: Arbitration*" of the Grievance Procedure of the Faculty Handbook shall be amended as follows:

From: Within fifteen calendar days after the notification of the Provost, the Provost (or their 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.

To: Within fifteen calendar days after the notification of the Provost, the Provost (or their 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. **When a grievance is filed specifically against the Provost or an administrator within the Office of the Provost, the Chancellor (or their designee) will instead meet with the grievant, and may request the presence of the *ad hoc* Mediation Committee's Chair at said meeting.**

AND

BE IT RESOLVED THAT Section 3. "*Early Provostial Review Option for Use in Case of Alleged Procedural Violations*" of the Grievance Procedure of the Faculty Handbook shall

be amended as follows:

From:

- 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, they shall so notify the Provost. Otherwise, they shall inform the grievant, in writing, that the grievance is denied.
- c. If the Provost recognizes merit in the grievance, the Provost shall delegate a 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 their 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

To:

- 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. **When a grievance is filed specifically against the Provost or an administrator within the Office of the Provost, the grievant may instead request that this early review be conducted by the Chancellor.**
- 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, they shall so notify the Provost. Otherwise, they shall inform the grievant, in writing, that the grievance is denied. **When a grievance is filed specifically against the Provost or an administrator within the Office of the Provost, the grievant and the representative from the Senate Agenda Committee may instead confer with a representative of the Chancellor. If the Chancellor's representative recognizes merit in the grievance, they shall so notify the Chancellor.**
- c. If the Provost recognizes merit in the grievance, the Provost shall delegate a 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 their status by the Dean or Chair. **When a grievance is filed specifically against the Provost or an administrator within the Office of the Provost, and the Chancellor recognizes merit in the grievance, the Chancellor shall designate the representative to work toward correcting the defective procedures.**

- d. Whatever the outcome of this provostial **or cancellarian** review procedure, the grievant shall still have access to the standard faculty grievance procedure.

Charge 3: Guidelines in appointing and evaluating university administrators

WHEREAS Part D.1. “Administrator Evaluation Process” of the Procedural Guidelines in the Appointment and Evaluation of University Administrators of the Faculty Handbook lacks language for reviewing administrators in consecutive five-year terms.

BE IT RESOLVED THAT The Faculty Handbook shall be amended as follows:

From: Department chairs and equivalents (e.g., Directors and Group Chairs) and deans will be appointed for a term of no less than three years and no more than five years. Under normal circumstances, the term is five years and is eligible for renewal. A review will occur in the third year of the first five-year term. Additionally, administrators shall be reviewed early in the last year of their five-year term. When term length is less than five years (e.g., three-year term), the administrator will be reviewed in the last year of the term.

To: Department chairs and equivalents (e.g., Directors and Group Chairs) and deans will be appointed for a term of no less than three years and no more than five years. Under normal circumstances, the term is five years and is eligible for renewal. A review will occur in the third year of each five-year term. Additionally, administrators shall be reviewed early in the last year of each five-year term. When term length is less than five years (e.g., three-year term), the administrator will be reviewed in the last year of the term.