



TO: All Full-time Faculty Members
FROM: Faculty Senate Agenda Committee
SUBJECT: Faculty Senate Meeting

The thirteenth meeting of the sixty-fifth Faculty Senate will be:

AMENDED AGENDA – HANDBOOK COM. PRESENTATION ADDED

Date: Wednesday, March 25, 2026

Time: 11:45 AM to 1:25 p.m. ET

VIRTUAL MEETING via Teams

Please note, the meeting will be recorded for the purpose of taking notes. All Senators and Appointed Administrators have been sent an invite.

**We ask all participants to start the meeting muted.
 For other faculty who wish to participate, please click on the link below.**

I. CALL TO ORDER.

APPROVAL OF 3_11_26 MINUTES.

II. REPORTS

- A. SAC REPORT (PROFESSOR DEE SPENCER, DMSB).
- B. PROVOST'S REPORT (PROVOST BETH WINKELSTEIN).
- C. QUESTIONS AND DISCUSSION.

III. UPDATE FROM THE TRACE COMMITTEE:

AMY BRYZGEL, CAMD.
 MIKE GONYEAU, BCHS.
 STEVE LUSTIG, COE, CHAIR.
 TALIA VESTRI, CSSH.
 SUSAN WANG, MCNU.
 JOANNA WEAVER, COS.

IV. PRESENTATION:

FACULTY HANDBOOK COMMITTEE:

PETER DESNOYERS, KHOURY.
 OYINDA OYELARAN, COS, CO-CHAIR.
 COSTAS PANAGOPOULOS, CSSH.
 MARKET REJTAR, BCHS, CHAIR.
 KRISTIN STANKARD, BCHS.
 LANEY STRANGE, KHOURY.

RESOLUTION - FOR DISCUSSION ONLY.

Resolution: Faculty Handbook Grievance Procedure Process, Timeline, and Exceptions to Timeline and related updates

WHEREAS The Faculty Handbook's timeline for the Full-time Faculty Grievance Procedure is cumbersome, and the section is in need of improved flow and clarity.

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

WHEREAS The role of the *ad hoc* Mediation Committee appears clear; however, there is an opportunity to improve contextual wording for better clarity and flow.

WHEREAS Human Resources (HR) Department involvement in the grievance process is not explicitly mentioned in the FH, but its possibility can be inferred. FH should be inclusive but not limiting in who should be included in the grievance proceedings, and such an opportunity and support should be offered fairly to both sides.

WHEREAS The Senate Agenda Committee liaison is not specifically mentioned in the Full-time Faculty Grievance Procedure of the FH.

WHEREAS Faculty-related grievances filed specifically against the Provost, an administrator within the Provost's Office, or the Office of the Provost, are infrequent; they may happen, and as such, the FH should have a process in place for such instances, ensuring accountability at all levels of the University.

BE IT RESOLVED THAT The Full-time Faculty Grievance Procedure in the Faculty Handbook should have four distinct subsections: (1) Definitions and Eligibility, (2) Grievance Process and Details, (3) Typical Grievance Process Timeline, and (4) Grievance Process Timeline Exceptions, and shall be updated and amended as follows:

[clean version]

Full-time¹ Faculty Grievance Procedure²

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 that 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, they 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, they may proceed formally within the regular grievance procedure, including the option for Early Provostial Review.³

1. Definitions and Eligibility

a. Definition of "Grievance"

A grievance is defined as a complaint by a faculty member that they:

1. had 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. had otherwise been treated unfairly or inequitably.

b. Eligibility and Applicability

This procedure is available to all full-time faculty. 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. 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 University Equity and Compliance 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. Grievance Process and Details

a. *Step One: Filing a Grievance*

1. A formal grievance is filed in writing with the Senate Agenda Committee (SAC). Copies of the grievance will be sent to the Department Chair (or equivalent), Dean, Provost, and (if not one of these) the person whose action occasioned the grievance. SAC may appoint a Senate Agenda Committee member to serve as a Liaison for each grievance. Normally, the SAC Secretary shall serve as the liaison to the grievance committee. Another SAC member shall be appointed as the liaison to the grievance committee when the SAC Secretary is unable to serve in this role, for example, due to a conflict of interest.
2. In a 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 (see 4.e).
3. When a grievance is filed specifically against the Provost, an administrator within the Provost's Office, or the Office of the Provost, another party must replace the role of the Provost's Office within the typical grievance procedure (see 2.e for the process).

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

1. The Senate Agenda Committee shall appoint an *ad hoc* Mediation Committee composed of three faculty members, with at least one member from the same faculty category.⁴ In appointing this Committee, the Senate Agenda Committee will normally appoint faculty members not involved with the grievant or their 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 the Committee 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*.
3. At any meeting where the grievant is present, the grievant may be accompanied by a member or members of the Northeastern University community.
 4. 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 (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of 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 (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of 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 non-grievable.
 5. 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, including but not limited to the Director of the Office for University Equity and Compliance, or the Director of the Disability Resource Center.
 6. If mediation is unsuccessful without the participation of the Dean, the Committee may require the attendance of the Dean for at least one meeting to attempt to reach a resolution.
 7. If the grievant wishes to pursue the grievance at the end of *Step Two*, the Chair of the *ad hoc* Mediation Committee shall arrange a meeting with the Provost or their designee (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), 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 and/or input by the party whose action occasioned the grievance and/or other involved individuals, who may help resolve the grievance. The grievant may be accompanied by a member or members of the Northeastern University community.
 8. 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.
 9. 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*.
- c. *Step Three: Request for Arbitration*
1. When determining, by a majority vote, if the grievance shall be arbitrated, the *ad hoc* Mediation Committee will not determine whether or not the grievance shall be upheld, but only whether the grievance shall be arbitrated. The *ad hoc* Mediation 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 (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of 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 *ad hoc* Mediation Committee shall decide in favor of arbitration.

2. If the *ad hoc* Mediation Committee decides that the grievance does not meet the criteria for arbitration, the grievance is closed.
 3. 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 to the appropriate supervisory unit.
 4. 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 arbitrator shall be chosen from a list of arbitrators maintained by the American Arbitration Association, or a comparable arbitration agency acceptable to the grievant and the University. 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 a university. The conduct of the proceedings shall be governed by the rules of the American Arbitration Association.
 2. The decision of the arbitrator, within the scope of their jurisdiction, shall be final and binding on the parties to the dispute and the University; however, the arbitrator shall be without power to:
 - i. make a decision which requires the commission of an act prohibited by law,
 - ii. substitute their judgment on the professional qualifications of a faculty member for the judgment of the relevant academic committee, or
 - iii. add to, subtract from, or modify provisions of the Faculty Handbook or other relevant University policies and procedures.
 3. The costs of the services of the arbitrator or arbitrator's associate shall be borne as follows:
 - i. If the arbitrator upholds the grievance (whether or not the remedy sought by the grievant is granted), these costs will be borne by the University.
 - ii. If the arbitrator denies the grievance, the grievant will pay 1/3 of the fees of the American Arbitration Association (or comparable arbitration agency acceptable to the grievant and the University) and its arbitrator, and the University shall bear the remainder of such costs.
 - iii. Each party will pay for its own expenses, services, and fees other than the costs of the American Arbitration Association (or comparable arbitration agency acceptable to the grievant and the University) and the arbitrator.
 - iv. To assure that the conditions of section (b) can be met, the grievant will place into a non-interest bearing escrow account in the Northeastern University Federal Credit Union, a sum equal to one-half of the American Arbitration Association (or comparable arbitration agency acceptable to the grievant and the University) 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.
 4. Copies of the arbitration decision shall be sent to the grievant, the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), and the Chair of the Senate Agenda Committee.

e. *Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost*

1. If a matter rises to the level of a grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost, then it is the responsibility of the Elected Senators as the representatives of the whole faculty body to officiate the grievance process (to decrease the possibility of appointing biased parties).
2. The Senate Agenda Committee (SAC) shall serve as the Mediation Committee.
3. A three-member Elected Senator Grievance Subcommittee shall be appointed after a nomination and vote by the Elected Senators.
4. Each Elected Senator Grievance Subcommittee member shall be from a different College, and none shall be from the grievant's College(s).
5. SAC members are not eligible to serve on the Elected Senator Grievance Subcommittee, but they retain voting rights in the nomination process.
6. The remainder of the process is the same as for 2.a-d.

f. *General Provisions*

1. 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.
2. The University shall make available to the grievant relevant materials pertaining to the 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.⁵
3. The Senate Agenda Committee 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 their case in the grievance procedure.
4. 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.
5. If at any point the grievant determines to withdraw the grievance, they shall do so in writing to the Senate Agenda Committee.
6. 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. Typical Grievance Process Timeline

a. *Step One: Filing a Grievance*

1. A grievance is filed within 3 months after the faculty member became aware of the grievable event. During this period, the grievant attempts to resolve the matter informally.

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

1. As soon as possible after *Step One* has completed, the Senate Agenda Committee shall appoint an *ad hoc* Mediation Committee, which shall conduct the meetings in *Steps Two* and *Three*.
2. 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.

3. The *ad hoc* Mediation Committee may at any point during *Step Two*, by majority vote, determine whether the grievance meets a threshold for mediation. Unless the grievance has been resolved, withdrawn or otherwise terminated, the Committee shall make no other formal findings or report before the end of *Step Two* (see 2.b.9).
4. If no resolution has been formalized within 10 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 their designee (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), the grievant, and the *ad hoc* Mediation Committee for the purpose of resolving the grievance.

c. *Step Three: Request for Arbitration*

1. If the grievance is not resolved in *Step Two*, the grievant may file a written request for arbitration to the Chair of the *ad hoc* Mediation Committee by the end of 30 working days after the *Step Two* disposition and/or meeting, or the transmittal of the Committee's proposed resolution.
2. The *ad hoc* Mediation Committee will, within 10 working days after receipt of the request for arbitration, decide by a majority vote if the grievance shall be arbitrated.

d. *Step Four: Arbitration*

1. If the grievance is to be arbitrated, the *ad hoc* Mediation Committee will notify the Provost and the grievant, as per section 3.c.2.
2. Within 15 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.
3. The University must file such a demand within 15 calendar days after this meeting, as long as the escrow requirement has been met, or within 5 days after University Counsel receives notice that the grievant has met the escrow requirement, whichever comes later.

4. Grievance Process Timeline Exceptions

The time limits specified may be extended by mutual agreement if it is difficult to form an *ad hoc* Mediation Committee. Consent to the agreement shall not be unreasonably withheld.

If a grievance is submitted when the faculty grievant is not on contract, or they are on an approved leave, the timeframe for *Step Two and subsequent steps* should proceed as written in the Grievance Procedure unless the faculty grievant is unable to fulfill such a commitment. In such a case, the faculty grievant shall provide a written statement to the Senate Agenda Committee, and the Grievance Procedure should be paused (except for the formation of the *ad hoc* Mediation Committee) and resumed when the faculty grievant is back, but no longer than 15 weeks.

A grievant shall have 2 weeks to respond after each grievance step. If they fail to respond by the end of 2 weeks, the grievance will be considered waived. An involuntary delay such as illness shall not be construed as waiving the grievance.

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.

a. *Step One Timeline Exceptions*

1. The grievant may request resolution through the Early Provostial Review Option at the time that they submit their grievance to the Senate Agenda Committee (see 4.e).
2. The time limit for filing a grievance, as specified, may be extended beyond 3 months with a written agreement of the Provost (or another party in cases of Grievance against the Provost, an administrator within the Provost's Office, or the Office of the Provost), the grievant, and the Senate Agenda Committee grievance officer.

b. *Step Two Timeline Exceptions*

1. 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 a postponement for initiating *Step Two* for an additional 2 months. At any time that the grievant is dissatisfied with the progress of informal steps, they may, in writing, rescind this request and resume the normal grievance process.
2. 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.
3. The inability of a member of the *ad hoc* Mediation Committee to attend meetings during *Steps Two and Three* shall in no way change any prescribed time limits.

c. *Step Three Timeline Exceptions*

1. If the grievant does not file a request for arbitration within 30 working days after the *Step Two* disposition and/or meeting, or the transmittal of the Committee's proposed resolution, then the grievance is closed.
2. If the grievant files a request for arbitration and the *ad hoc* Mediation Committee decides that the grievance does not meet the criteria for arbitration, the grievance is closed.

d. *Step Four Timeline Exceptions*

1. 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.

e. *Early Provostial Review Option*

1. 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.
2. The grievant and a representative of the Senate Agenda Committee will confer with a representative of the Provost within 10 working days. 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 request for Early Provostial Review is denied.
3. 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 2 weeks. At that time, the grievant will be informed of their status by the Dean or Chair.
4. Whatever the outcome of this Early Provostial Review procedure, the grievant shall still have access to the standard faculty grievance procedure.

For other circumstances under which a grievance may be terminated or continued outside the normal timeline, see Section 2.f, including written withdrawal of a grievance (2.f.5) and the effect of employment termination on a pending grievance (2.f.6).

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1. Full-time faculty includes the two categories – Tenured/Tenure-track faculty and Non-Tenure-track faculty. For a description of the positions covered in each category, see the General University Faculty and Bylaws.
 2. Passed by the Faculty Senate 2/15/17; passed by the Board of Trustees 4/14/17. Approved by the Faculty Senate on 11/2/1992 and by the Board of Trustees on 6/11/1993. Amended by the Faculty Senate on 6/7/1994 and approved by the Board of Trustees on 6/10/1994. The original Faculty Grievance Procedure on which this is based was adopted by the Board of Trustees in 1973. Current language approved by the Faculty Senate on 2/15/2017 and approved by the Board of Trustees on 4/14/2017.
 3. See section 4.e below for Early Provostial Review.
 4. See footnote 1 for the two faculty categories.
 5. 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 ...”

V. NEW BUSINESS

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