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### 5.333 Faculty Grievances

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## 5.333 Faculty Grievances

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Office of Vice Chancellor of Academic Affairs	Vice Chancellor of Academic Affairs	937-769-1890	All Faculty

## I. Introduction

Antioch University has a long tradition of excellence and academic innovation by dedicated faculty and administrators committed to its mission. Faculty and administrators work to sustain this standard by working together in a respectful and collegial manner to make decisions which are in the best interest of the University and its students. However, experiences and/or perceptions of unfair implementation of University policy do arise, and it is essential that the University maintain a climate that values faculty and fosters prompt and fair resolution of their concerns and grievances. The purpose of this policy is to provide an internal University process for the good faith resolution of employment-related grievances filed by faculty.

Antioch University encourages its academic personnel to resolve their concerns with each other through informal, frank, and open discussion. To support this, each campus (or University academic unit) may develop a process for the informal resolution of concerns and conflicts. For example, this might include the possibility of a meeting between parties involved with a mutually trusted co-worker to help ensure effective communication and hearing on both sides, or it might include an informal mediation option. Specifics of local practices/processes are left to each campus/University unit; though the intent should be to provide clear possible avenue(s) to resolve a faculty's concern without having to resort to a formal grievance process.

However, the University also recognizes that occasionally more formal processes are needed. All such activities, whether informal or formal, must be carried out by all participants within a framework of good faith collegiality. None of these activities are judicial in nature, nor may legal counsel for Grievant directly participate. Because of significant differences in the contractual rights of various classifications of faculty, not all faculty have the same right to grieve employment decisions. Furthermore, not all employment actions are subject to the grievance process. The grievance process is demanding and time-consuming and can divert faculty and administrators from the academic work of the University. Therefore, it's necessary that this policy reserve the grievance process for those matters which have a significant impact on the rights and benefits of faculty. These limitations are described more fully below. Each faculty member may present a grievance through the following procedures with the assurance of timely and thorough consideration. Grievants are assured freedom from retaliation for the filing of their good faith grievances.

## **II. General**

Grievances by faculty generally fall into two major categories: (1) grievances in which faculty challenge the non-renewal, termination or suspension of their contract of employment; and (2) challenges to administrative actions which the individual faculty member believes to be inequitable or unjust treatment, violation of contractual rights or an infringement upon or withholding of any substantial right afforded by law or University policy such as, but not limited to, violations of academic freedom and violation of intellectual property rights.

## **III. Definitions**

**A. Faculty.** Unless otherwise limited below, the terms Faculty or Faculty member shall include all currently employed Faculty described in the University's Faculty Classification Policy, 5.301, including, but not limited to, core faculty, teaching faculty, affiliate faculty, adjunct faculty, research faculty, and visiting faculty. Grievances may be filed by any Faculty Member ("Grievant") during his or her employment at Antioch University as provided below. If the Grievant is a core faculty member and separates from employment while the grievance is pending, the grievance must ordinarily be dismissed unless the grievance relates to Termination as defined below.

**B. Grievant.** The term Grievant refers to the individual filing the grievance and seeking relief.

**C. Respondent.** The term Respondent refers to the individual or entity whose decisions or actions are the subject of the grievance.

**D. Adverse employment action.** An adverse employment action significantly changes the terms and conditions of employment, such as termination of employment or demotion as evidenced by a salary reduction. An adverse employment action is one in which a reasonable employee would find the harm to be significant, or materially adverse. An inconvenience or alteration of job responsibilities is not enough to constitute an adverse employment action. As detailed in this policy, not all significant adverse employment actions may be grieved. Other University policies that may provide avenues for redress include but are not limited to Policy 4.503 Campus or Workplace Violence; Policy 4.601 Employee Code of Conduct; Policy 4.603 Employee Code of Ethics, Policy 4.607 Sexual Harassment, Sexual Violence and Sex Discrimination; Policy 4.619 Discrimination Action and Discipline Procedure, and Policy 5.321 Faculty Professional Ethics.

**E. Non-renewal.** The term Non-renewal refers to the decision not to offer a new multi-year contract to a core Faculty Member at the end of the current term of appointment in accordance with procedures set forth in the Non-renewal, Termination or Suspension of Faculty Contracts Policy 5.331.

**F. Termination.** The term Termination shall mean the Termination for cause of any contract of employment prior to the expiration of its stated term pursuant to Section III of the University's Non-renewal, Termination or Suspension of Faculty Contracts Policy 5.331. Termination does not include reductions due to budget curtailment or programmatic changes pursuant to Section IV of Policy 5.331.

**G. Non-reappointment.** The term Non-reappointment refers to a decision not to offer a new contract to a non-core Faculty Member after the current term of appointment expires.

**H. Suspension.** The term Suspension shall mean a disciplinary Suspension without pay of more than three days imposed pursuant to Section III of the University's Non-renewal, Termination or Suspension of Faculty Contracts Policy 5.331.

**I. Witness.** The term Witness refers to the individual who voluntarily provides information and testimony during the Hearing Procedure.

#### **IV. Non-Renewal / Termination / Suspension Reviews**

**A. Non-Renewal.** Core Faculty Members may grieve a Non-renewal decision made in accordance with Section II of the University Non-renewal, Termination or Suspension of Faculty Contracts Policy 5.331:

1. Only core Faculty have the right to review a Non-renewal decision because Non-renewal is a process unique to core Faculty contracts. Non-core faculty contracts are not non-renewed; rather, they expire by their terms at the end of the appointment period and no notice of Non-renewal is required. There is no right or expectancy of future employment beyond the current contract for non-core faculty. Reappointment of non-core faculty members to new contracts is within the sole discretion of the University and is not grievable.
2. As detailed in Core Faculty Contracts, Development Plans, and Evaluations Policy 5.305 we hold a commitment to create high quality teaching and learning environments and agree that performance assessment processes, clear feedback expectations and support to improve in areas of need are essential elements of a respectful learning community.
3. There is no right to grieve a decision based upon faculty performance concerns to not offer a three-year rolling contract under the Core Faculty Contracts, Development Plans, and Evaluations Policy 5.305, whether as an initial three-year contract or as a rolling of a previous contract. Under such circumstances, the core faculty member simply proceeds to the next year of the existing contract. The parties shall follow the procedures of the Core Faculty Contracts, Development Plans, and Evaluations Policy 5.305 to meet and confer about the performance evaluation and the development of a performance improvement plan for a Core Faculty member.
4. If faculty performance is deemed unsatisfactory and development plans and reviews do not demonstrate adequate improvement, a decision of non-renewal may be made in accordance with the Appointment Review actions and timelines detailed in 5.305 IV.E. These decisions are generally not grievable, unless the claimant can demonstrate that the University failed to meet the procedural requirements of Policy 5.305.
5. A Faculty Member may not grieve their dissatisfaction with the content of a performance evaluation except to the extent that the evaluation has been the basis of a decision to terminate the employment contract or Suspend without pay for more than 3 days. However, Faculty Members may submit a rebuttal to any such evaluation to be included in their personnel file. If elected, a written rebuttal should be submitted within 45 calendar days of receipt of the evaluation.

**B. Terminations from Employment or Suspension without Pay.** Any Faculty Member may grieve a decision to terminate his or her contract for cause during the contractually stated period of appointment or to impose a disciplinary Suspension without pay for more than three days.

1. There is no right to grieve regarding Non-reappointment of non-core faculty after the current term of appointment expires. Non-core faculty contracts expire by their terms at the end of the stated term of appointment and there is no right or expectancy of future employment. Reappointment to a new contract beyond that is within the sole discretion of the University. Non-reappointment does not constitute a Termination within the meaning of this policy.
2. There is no right to grieve a Termination arising out of a budget curtailment or programmatic change made pursuant to Section IV of the University's Non-renewal, Termination and Suspension Policy 5.331. Such decisions are non-disciplinary and are expressly permitted under the Faculty contracts to meet the needs of students and academic programs.
3. There is no right to grieve a decision to reassign a Faculty Member or to alter duties pursuant to the terms of their employment contract, or a decision to remove the Faculty Member from his or her job responsibilities or place him or her on administrative leave provided that the University continues to pay all contractually required salary and benefits during the term of the contract. Under such circumstances, there has been no Termination from employment or Suspension without pay, and the Faculty Member continues to receive the full benefit of the employment contract. Furthermore, reassignment is expressly permitted under Faculty contracts to meet the needs of the students and academic programs.
4. There is no right to grieve disciplinary action in the nature of verbal counseling, oral reprimands, written reprimands or suspensions of 3 days or less. However, the Faculty Member may file a rebuttal to any such action to be included in the personnel file. If elected, a written rebuttal should be submitted within 45 calendar days of the adverse employment action.

**C. Basis for Review.** Non-renewal, Termination or Suspension decisions may be grieved on the basis that:

1. The Faculty Member's job performance or behavior did not support Non-renewal or did not constitute just cause for Termination or Suspension.
2. The decision was based upon the proper exercise by the Faculty Member of rights guaranteed by the University's Academic Freedom policy.

3. The procedures followed to reach the decision so materially deviated from prescribed procedures that a manifest injustice and injury has occurred to the Grievant. Minor and insubstantial deviations from prescribed procedures which do not affect the decision will not support sustaining a grievance.

4. A Faculty Member whose grievance is based on allegations of unlawful discrimination or retaliation must proceed under the University's Discrimination Complaint Procedures, Policy 4.619 rather than this grievance policy.

**D. Standard of Review.** Decisions to Non-renew a contract or to Terminate or Suspend a contract are quite different and require distinct standards of review. A decision not to renew a contract is highly discretionary and requires only that the University not act on unlawful or inappropriate grounds. A decision to Terminate or Suspend a contract prior to expiration of its term requires cause that is described more fully in University Policy 5.331. Therefore, the standard of review in each case is as follows:

1. **Standard of Review for Non-renewal.** Whether the decision for Non-renewal was made in good faith following proper University procedures and was based on lawful and legitimate reasons.

2. **Standard of Review for Termination/Suspension.** Whether the decision was made in good faith following proper University procedures and was based on lawful, legitimate reasons which constitute good and just cause for Termination or Suspension within the meaning of the University's policies.

## **V. Other Grievances**

**A. What May Be Grieved.** Any Faculty Member may grieve other administrative actions adversely affecting the Faculty Member which the individual believes to be inequitable or unjust treatment, a violation of contractual rights, or an infringement upon or withholding of any substantial right afforded to Faculty by law or University policy such as violations of academic freedom or violation of intellectual property rights. A matter is grievable only when:

1. The Faculty Member has suffered adverse employment action as defined herein; and
2. The adverse action results from unjust or inequitable treatment or a decision that is alleged to violate law, regulation, or University policy about the rights, privileges and responsibilities attending University employment.

**B. What May Not Be Grieved.** Matters that may not be grieved include those matters expressly enumerated as not grievable in Section IV above, and the decision not to continue the employment of non-core faculty beyond the term of their annual contracts. Other matters that may not be grieved include dissatisfaction with the general application of a University, campus or department policy, regulation, or rule challenged on the grounds that the policy or rule itself is unfair or inadvisable; complaints, grievances or appeals that are subject to another University procedure or within the jurisdiction of another University committee, (e.g., discrimination complaints, sexual harassment complaints, etc.); general complaints about a lack of civility, professionalism or collegiality. However, such issues may be addressed by other University policy, and issues of collegiality should be addressed with the Human Resources Office and/or Provost of the campus or program.

## **VI. Filing a Grievance**

**A. Informal Attempts at Resolution.** Prior to filing a grievance, the faculty member shall meet with the responsible administrators (typically the Unit Head or Provost) to attempt to resolve the issues giving rise to the grievance. If that process has failed, the Faculty Member may then proceed with filing a formal written grievance.

**B. Time for Filing.** A grievance must be filed with the Chair of the Faculty Grievance Committee (FGC) as well as the Respondent within sixty (60) calendar days from the date that the Grievant knew or should have known of the decision or adverse employment action being grieved. Filing occurs when the written grievance is served upon the Chair of the Faculty Grievance Committee and to the Respondent. Service is effective upon emailing using the University email system. If Grievant is unable to comply with the filing period due to exceptional circumstances or those outside the Grievant's control, a request can be filed for extension. The Chair of the FGC reviews the request and makes a recommendation regarding the deadline extension to the entire Faculty Grievance Committee for a final decision regarding the time for filing.

**C. Content Requirements for the Grievance.** The grievance must include the following information:

1. A description of the decision or administrative actions giving rise to the grievance.
2. The name of the Respondent. The Provost is ordinarily a Respondent in all Non-renewal, Termination and Suspension decisions. If the decision being grieved was that of the Provost, then the VCAA shall be the Respondent.
3. A statement that the Grievant met with the Respondent in an effort to resolve the matter, the date(s) of such meeting(s) and the outcome.

4. The grounds for the grievance. Specifically, a detailed statement of facts to support a claim that the decision or action being grieved violated the Grievant's rights under specifically identified laws or University policies, and how the Grievant has been adversely affected by such decision or action.

5. A description of the relief sought.

**D. Mediation Alternative.** In the event that the parties are unable to resolve the dispute informally and a written Grievance has been filed, the Chair of the Faculty Grievance Committee shall ask the parties in writing if they are willing to participate in mediation in an effort to obtain a mutually agreeable resolution. Mediation is not mandatory and no party can be forced to accept a Mediator's recommendation. Mediation remains available at all times in the process, upon agreement by the parties. If both parties agree, then the Grievance process is suspended. The parties shall respond in writing to the inquiry from the Chair regarding mediation. The parties shall agree upon the identity of a qualified impartial mediator to facilitate the mediation. Typically, the mediator shall be chosen from outside the University to ensure impartiality. The parties may choose to use the services of the Federal Mediation and Conciliation Service for this purpose. The costs of the mediation shall be borne equally by both parties unless the parties specifically agree otherwise. A mediated resolution agreement results in the dismissal of the grievance. The mediator must notify the Chair of the Faculty Grievance Committee within 15 calendar days of said agreement. If mediation efforts fail, the mediator must inform the Chair of the Faculty Grievance Committee within 15 calendar days of such failure, and the suspended Grievance process resumes from the point at which it had been suspended.

**E. External Forums.** The purpose of the Grievance process is to attempt in good faith to resolve disputes quickly without resort to litigation. Faculty Members who file grievances retain the right to file a law suit in court or an administrative charge with a state and/or federal fair employment practice agency. However, once such an external suit or claim is filed, the non-judicial internal grievance process is inherently frustrated. Therefore, once a Faculty Member initiates a suit or administrative proceeding, this internal University process will be automatically stayed or terminated and the parties must proceed exclusively under the external forum.

## **VII. University Faculty Grievance Committee**

**A. Committee Composition.** The University shall establish and maintain a grievance committee known as Antioch University Faculty Grievance Committee ("FGC") which shall be constituted by faculty members from each campus and University programs as described below:

1. **Eligibility.** All core Faculty are eligible to serve on the FGC. Faculty members who are elected to serve on the Committee are obliged to so do and, if otherwise eligible, will be part of the pool of Faculty members to be selected to serve on grievance review panels.

2. **Election.** Each campus shall elect two Faculty members to serve on the Committee. For the purposes of this policy, all University programs collectively comprise the equivalent of a campus, and will collectively elect a total of two Faculty Members to serve on the Committee. Any campus with fewer than 15 core faculty may choose to elect only 1 representative to the FGC.

3. **Terms.** The inaugural members of the committee shall be staggered with one member from each campus serving a three year term and the other member serving a two year term. Inaugural members from campuses electing only one member shall serve an initial 3 year term. Thereafter, all terms shall be for a minimum of two years. Members may serve two consecutive terms but then must rotate off the Committee for at least two years before again being eligible for reelection. Elections for the upcoming year shall occur no later than June of the preceding academic year.

4. **Chair.** The members of the FGC, working with the VCAA, shall annually elect a Grievance Committee Chairperson. This should ordinarily be done in July or August of each academic year. The committee chair has the right to decline a nomination following completion of two one-year terms. The Chair shall serve until replaced by election of a new Chair.

5. **Training.** Members of the Faculty Grievance Committee shall ordinarily receive annual training on procedures.

6. Though every eligible Faculty Member is obliged to serve on the Grievance Committee if elected, committee members shall be excused from participation on a particular case whenever any of the following circumstances arise: (See VII B regarding forming the Grievance Panel).

a. The member will be unavailable due to service or other responsibilities during the period when the grievance is to be considered;

b. The member has served on a peer review committee or in an administrative role, such that he or she has previously reviewed the case which has given rise to the grievance at hand;

c. The member has within the previous three years served in administrative role or on the Grievance Review Panel in any dispute involving the Faculty Member who has filed the grievance;

d. The member is or has been a spouse, domestic partner, or relative of the Faculty Member filing the grievance, or otherwise has or may be thought to have a conflict of interest.

7. Should a dispute arise regarding the responsibility or eligibility of a particular Committee member to serve in a particular case, the dispute shall be resolved by majority vote of those members of the full Grievance Committee whose participation is not in question. In the event a majority vote cannot be achieved, the Faculty Member shall not serve on the case in question.

**B. Forming the Review Panel of the Grievance Committee.** For each case, the Chair of the Faculty Grievance Committee shall form a sub-committee of three members known as the Grievance Panel. The Chair of the Faculty Grievance Committee may be one of the Panel members. Upon being informed of the Grievance Panel members, both the Grievant and the Respondent have the right to challenge any Panel member based on grounds of bias or conflict of interest. If the Chair determines that an actual or reasonably perceived bias or conflict exists which could impugn the credibility of the committee's decision, the Chair will select another eligible committee member to replace any challenged members. The Chair of the FGC shall designate one of the three members of the Panel to be the Chair of that Grievance Panel.

**C. Role of the Grievance Panel Chair.** The Chair of the Grievance Panel (Panel Chair) shall determine all procedures for the grievance process not otherwise expressly addressed in this policy. The Panel Chair shall set the schedule for the grievance proceeding, and the order of presentation at the hearing. The Panel Chair is responsible for logistics (e.g., establishing a mutually convenient hearing date, reserving the room(s) and setting up any needed telephone or video conferencing). The Panel Chair is responsible for maintaining all records of the grievance proceeding, for compiling the official record to transmit to the Provost or VCAA and for writing a report of the Grievance Panel's recommended findings and conclusions for transmission to the Provost or VCAA.

**D. Role of the Grievance Panel.** The Grievance Panel is responsible for receiving relevant evidence, making findings of fact, and providing recommendations to the Provost or VCAA on the merits of the Faculty Member's allegations. At any time, the Grievance Panel may ask to consult with the Office of University Counsel about interpretations of University policy or relevant laws which are relevant to the Grievance.

1. **Jurisdiction.** The first action of the Grievance Panel shall be to determine if the petition or grievance was filed on a timely basis and if it has stated a proper subject matter for a grievance. The Grievance Panel shall have jurisdiction over any proper grievances that are filed in a timely manner by Faculty as defined above. The Grievance Panel may ask the parties for more information about timeliness and the grounds for the petition or grievance, but shall endeavor to make a decision regarding jurisdiction within fifteen (15) calendar days after receipt of the Grievance by the Chair of the FGC. If the Grievance Panel determines that it has jurisdiction over some or all the petition or grievance, the matter shall proceed to hearing. If the Grievance Panel determines the matter was not filed timely or has not stated proper grounds, then it shall submit the record of the proceeding and a report to the Provost recommending dismissal of the grievance, with copies to the parties.

2. **Respondent's Statement.** If the Grievance Panel determines there is jurisdiction and the matter should proceed to hearing, it shall so notify the parties (Grievant and Respondent(s)). The notice shall also require the Respondent(s) to file a written response to the petition or grievance, including a brief statement of facts for each element of the petition or grievance that the Respondent denies. This response should ordinarily be provided to the Chair of the Grievance Panel and the petitioner or Grievant within fifteen (15) calendar days of Respondent's receipt of the Committee's decision on jurisdiction.

**E. Prompt Committee Hearing.** The Chair of the Faculty Grievance Committee shall schedule the hearing as soon as possible after receipt of Respondent's written response to the Grievance and shall notify the Grievant and the Respondent by University email of the time and place of the hearing. Every effort shall be made to establish a date and time that is reasonably convenient to all parties. A copy of the hearing notice shall be sent to the campus Provost or VCAA as the case may be.

**F. Hearing Procedure.** The grievance procedures set forth in this Policy are intended to be informal, non-judicial and flexible, with a goal of assuring that decisions are fair and based on all appropriate information. The Grievance Panel shall conduct its proceedings in a fair and even-handed manner in all respects. It shall be the responsibility of the Grievance Panel Chair, with the support of other Panel members and the parties to the grievance, to assure fairness and an orderly process.

1. The Grievance Panel Chair may set time limits on the statements made by or questioning of any person appearing before the Grievance Panel, including the Grievant. While the procedures set forth below may be typical, each case is different and any deviation from such procedures is completely within the discretion of the Chair of the Grievance Panel. Given that Antioch University campuses/programs and faculty are located across the country, in most cases it will not be possible to hold a face-to-face hearing. Therefore it is likely that Hearings will take place via video conferencing (although audio conferencing is an option for parties and witnesses, where video conferencing is not feasible, practical or confidential). In cases where the Grievant, Respondent and witnesses are in the same locale, it is preferable that they be present in the same room with a common video hook-up. The Chair of the Faculty Grievance Panel shall have discretion to determine the best format for the grievance hearing on a case-by-case basis. Arrangements shall generally be made with the Chair in advance for sharing of documentary evidence to be offered at the hearing.

2. The Panel Chair shall call the hearing to order. To protect the integrity of the hearing and to promote the credibility of witnesses, the Chair may require the separation of witnesses and allow only the witness currently being questioned to be present. The parties, including the Grievant and Respondent, have the right to be present throughout the hearing, unless the FGC determines for reasons of safety and security or other valid reasons that such presence is unwarranted

3. The Chair may ask the Grievant to present an opening statement followed by an opening statement by the Respondent.
4. The Grievant can then proceed to provide testimony and evidence on his or her own behalf, including witnesses. The members of the Panel may ask questions of any witness at any time.
5. Witness participation in a grievance proceeding or hearing is completely voluntary. Only the Grievant and Respondent may call witnesses. The Grievance Committee has no power to call witnesses or to subpoena witnesses or documents or to otherwise compel the attendance of a witness.
6. Once the Grievant has finished presenting his/her testimony and evidence, the Respondent may testify and provide other witness testimony and exhibits.
7. Each party may have the right to call rebuttal witnesses as the Panel Chair deems reasonable and appropriate.
8. Each party may be given an opportunity to present a closing statement.
9. Parties do not have the right to cross examine or to otherwise confront witnesses or each other. Parties may, of course, respond to the testimony of a prior witness in their own testimony. The FGC may entertain requests for witness anonymity and have complete discretion to make those decisions, although generally witnesses shall not appear anonymously.
10. Parties do not have the right to be represented by counsel during grievance hearings.
11. The parties may bring a support person to the hearing, but a support person has no right to speak. A support person may not be licensed to practice law in any state or ever have held a license to practice law.
12. Hearings are informal and shall not be recorded by any means by either the parties or the Panel. This includes audio tapes, video tapes, court reporter transcription and so on. Any party or Panel member may, however, take notes of the proceedings. Such notes are not part of the record of the Proceedings.

**F. Evidence and the Burden of Proof**

1. It is not required that the proceedings adhere to the rules of evidence which might prevail in court proceedings, and the Panel shall have discretion in admitting or refusing to admit any proffered evidence and assigning the appropriate weight to it. For example, hearsay evidence should ordinarily be admitted although the Panel can determine what weight, if any, to give to it.

2. The Panel Chair shall decide whether to exclude evidence (including testimony) if it is unduly repetitious, immaterial, irrelevant, unduly prejudicial or abusive. If evidence is offered by a party but excluded from consideration by the Panel Chair, it must be preserved as part of the record for review.

3. The Grievant has the burden of proof to establish the grounds for the grievance by a preponderance of the evidence. In other words, if, based upon all of the reliable and probative evidence, it is more likely than not that the grounds are met, then the grievance should be granted.

4. The Grievance Panel shall compile a written record of the proceedings which shall be limited to the date(s) and time(s) of grievance hearing, the names of those present (specifying the date(s) and time(s) present), copies of all written materials submitted to the committee including the grievance, the Respondent's written response and other documentary evidence, and the committee's final written report and recommendations.

**G. Internal Discovery.** The Faculty Grievance Procedure is not a legal proceeding; therefore, the Grievant has no right to discovery of internal communications, documents or other artifacts that are not in the Grievant's rightful possession.

**H. Ex Parte Communications are Prohibited** There may be no communications between Panel members and other persons involved in the grievance proceeding regarding the subject matter of the grievance, except (1) in the hearing or in written documents (including email) copied to all parties, or (2) after the Committee issues its report to the Provost or VCAA.

**I. Confidentiality.** State law protects the confidentiality of personnel records. Therefore, all participants in the grievance process are prohibited from disclosing the information they acquire during the proceedings except as provided by lawful subpoena. Non-party witnesses must be excluded from the hearing except during their own testimony.

**J. Report of the Grievance Panel.** After the hearing, the Grievance Panel shall meet to deliberate in closed session. At any time, the Grievance Panel may ask to consult with the Office of University Counsel about interpretations of University policy or relevant laws which are relevant to the Grievance. It shall make findings of fact on the allegations presented in the petition or grievance and the responses thereto, and make recommended conclusions on whether the Grievant has proven by the preponderance of the evidence that the grievance should be sustained.

**K. To Whom the Report Shall be Made.** Once the Grievance Panel has approved a Report and Recommendation, the Chair of the Panel shall, within 3 work days, forward a copy of the Report and the official grievance file (including a copy of the grievance, all exhibits and other documents related to the grievance) to the following individuals for final determination:

1. To the Provosts for grievances filed by faculty on campuses or in university-wide programs led by a provost;
2. To the Vice Chancellor for Academic Affairs for grievances filed by faculty in University-wide Programs without a provost.
3. To the Vice Chancellor for Academic Affairs (VCAA) in those cases in which the Provost is the Respondent to grievances;
4. To the Chancellor in those cases in which the VCAA is the Respondent to grievances filed by faculty who report to the VCAA.

Dissenting members of the Panel may file their own reports. In addition the Chair of the Panel shall provide a copy of the Report to the Chair of the Faculty Grievance Committee and the Grievant and Respondent. Ordinarily, the report shall be issued within twenty-one (21) calendar days after the hearing.

**L. Decision.** The Provost, VCAA, or Chancellor as the case may be, shall review the Report and record and make a decision as to whether to accept or reject it. The Provost, Chancellor, or VCAA may, in his or her discretion, consult with the Grievance Panel before making a decision and may conduct any additional investigation as he or she feels is appropriate including interviews of the Grievant, Respondent or other witnesses. The Grievance Panel's recommendation is advisory only and the final decision is the Provost's, Chancellor's, or VCAA's. The Provost's, Chancellor's, or VCAA's written decision shall be provided to the Grievant, Respondent, Panel Chair and the Chair of the Faculty Grievance Committee by hand delivery or by University email, ordinarily within thirty (30) days following receipt of the record and report of the Grievance Panel. If the Provost, Chancellor, or VCAA rejects the recommendation of the Grievance Committee, either in whole or in part, he or she shall provide a written explanation of the reasons for such rejection. The decision shall set out any appeal rights if the decision is adverse to the Grievant.

## **VIII. Appeals**

### **A. Non-renewal/ Termination Appeals**

1. A Grievant who wishes to appeal the Provost's or VCAA's decision concerning Non-renewal or Termination must file written notice of appeal with the Chancellor by submitting such notice to the Chancellor of Antioch University, by certified mail, return receipt requested, or by another means that provides proof of delivery, within ten (10) calendar days of receipt of the Provost's or VCAA's decision. Appeals may not be served by email.

2. Appeals may be made to the Chancellor only on the following grounds:
  - a. the Non-renewal or Termination process had material procedural deviations from University policy which affected the outcome of the decision;
  - b. the Grievance process had material procedural deviations from University policy which affected the outcome of the decision; or
  - c. the Non-renewal or Termination was contrary to controlling law.
3. The notice of appeal should consist of a detailed explanation of why the Provost's or VCAA's decision should be reversed consistent with the grounds for appeal noted above.
4. The decision of the Chancellor shall be the final University decision.

**B. Other Grievances.** With respect to all other Grievances, the decision of the Provost or VCAA is final and not appealable.

## IX. Non-retaliation

Retaliation against anyone who, acting in good faith, has participated as a grievant, respondent, or witness in a faculty grievance proceeding, or who has declined to participate as a witness, is strictly prohibited. Those found responsible for retaliatory action will be subject to discipline up to and including termination.

## Policy References

Faculty Classification	Policy # 5.301
Non-renewal, Termination or Suspension of Faculty Contracts	Policy # 5.331
Core Faculty Contracts, Development Plans, and Evaluations	Policy # 5.305
Discrimination Complaint Procedure	Policy # 4.619
Campus or Workplace Violence	Policy # 4.503
Employee Code of Conduct	Policy # 4.601
Employee Code of Ethics	Policy # 4.603
Sexual Harassment, Sexual Violence and Sex Discrimination	Policy # 4.607
Discrimination Action and Discipline Procedure	Policy # 4.619
Faculty Professional Ethics	Policy # 5.321