

RESIGNATION

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A faculty member may terminate his/her service by resignation, normally at the end of the winter semester. A 30-day notice of intention to resign should be given in writing to the president. If a faculty member resigns he/she is not eligible to receive a termination settlement.

IMMEDIATE SUSPENSION

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Provisions of the section "Termination" do not preclude immediate suspension. A faculty member may be given notification of immediate suspension of duties at any time for conduct unbecoming a faculty member including, but not limited to, the following: financial fraud; neglect of duty; personal misconduct including sexual harassment, sexual misconduct, or sexually deviant behavior; insubordination; failure or refusal to comply with Board or university policies; or disregard of the teachings of the Church as set forth in the statement of fundamental beliefs in the *Seventh-day Adventist Yearbook* and *North American Division Working Policy*. In the event of personal misconduct, the university shall not be required to institute supportive corrective measures, but may proceed with the termination of the faculty member's employment subject to the faculty member's right of appeal as outlined in this handbook. Failure of the Employee Handbook or any other formal statement of the university to address a matter specifically does not prohibit the Board from dealing with a problem.

A faculty member under suspension continues on the specified salary in his/her agreement. If the faculty member is dismissed or if the Board votes non-renewal of the agreement, the appropriate salary provisions in the "Employment Status Definition," Policy 5010, will apply.

CANCELLATION OF ACCRUED TIME AT TERMINATION

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When employment at Southern Adventist University ceases, all accumulated time built up for summer service leave and sabbatical leave is canceled. Any subsequent re-employment shall commence the accrual process at the latest hire date.

Note: Previous service record is not eliminated.

GRIEVANCE PROCEDURE

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The following grievance procedure is available to faculty members who believe that their treatment at Southern Adventist University has not been in accordance with the written policies of the University or its representatives. This procedure is also one of the methods by which concerns of harassment on account of race, sex, age, ethnicity, disability or sexual misconduct may be presented to the university.

Membership of the Grievance Committee:

The membership of the Grievance Committee shall consist of the following members whose terms shall last two years. Committee members may serve two consecutive terms maximum, eligible for another term after a one-year hiatus. Members shall be elected on a staggered terms basis to provide some continuity of understanding and approach.

1. Chair, elected by the University Senate from faculty or salaried staff to 5-year renewable terms.
2. Three faculty members, elected by the University Senate

3. One alternate faculty member, elected by the University Senate
4. Three staff members, elected by the University Senate.
5. One alternate staff member, elected by the University Senate

The Human Resources director of the university shall be, ex officio, the non-voting secretary of the Grievance Committee.

The Grievance Committee shall be empowered to replace such members as may recuse themselves from involvement in a particular grievance due to any conflict of interest, up to a maximum of two from each category [faculty, salaried staff.] In selecting replacement members, the committee shall avoid choosing individuals with any known reason for bias regarding the case at hand. In no case shall the committee function with fewer than five members, specifically including the chair. In the event that the chair shall not be able to serve due to conflict of interest, he/she will be replaced for the purposes of the particular case in hand by an individual appointed by the Executive Committee of the University Senate.

Upon appointment or election, each committee member must sign a confidentiality statement. The signing of such a statement shall be understood to preclude discussion of the case outside of committee meetings, except as individual members of the committee may be directed to conduct necessary investigations. As a precaution, all personal notes taken during the meetings are to be left in the custody of the secretary of the committee between meetings.

At the end of the grievance process, all pertinent materials, including the written grievance, written responses to the Grievance, Committee members' personal notes, and records of committee procedures and actions shall be kept in the grievant's personnel file in the Office of Human Resources for no less than three years after the conclusion of the grievance process or for the duration of employment. The file containing these materials shall be sealed, and shall have the name of the grievant and of the individual who chaired the committee through the process on the outside.

Jurisdiction: The Grievance Committee shall have jurisdiction over matters including, but not limited to age, race, gender discrimination, ethnicity, national origin, disability, harassment, sexual misconduct, termination of employment, and non-renewal of employment agreement.

In no case shall a grievance petition be entertained by the committee, until appropriate lesser forms of redress have been thoroughly explored, as follows:

1. The grievant may discuss directly with the respondent the allegations of the grievance and work with the respondent to resolve any concerns.
2. If the action suggested in paragraph 1 is unsuccessful, ill-advised, or otherwise inappropriate, the grievant is encouraged to first discuss his/her concerns with the supervisor or department chair or school dean who is responsible for taking appropriate action. If the grievance directly involves the supervisor, the grievant may go to the vice president having jurisdiction, at which point, if possible, the matter may be concluded by mutual consent. If a grievance directly involves an individual at the level of vice president, the grievant should bring the matter to the attention of the president.
3. If there is no mutually satisfactory resolution at an earlier stage, or if the grievant does not wish to bring the matter directly to the chair, dean, or supervisor, the grievant may contact the chair of the university Grievance Committee to seek resolution, as in paragraph 4 below.

If the matter is informally resolved at any point after the Grievance Committee has become involved, the grievant shall send written notice to the Grievance Committee that no further university action is needed or desired. In such event, the chair of the

Grievance Committee shall place records pertaining to the grievance and its informal resolution in the Office of Human Resources, to be kept unsealed for a minimum of three years.

4. If the grievance is not resolved by any of the means described above, the grievant shall file a written grievance with the Grievance Committee after termination of the informal process. Should the chair be temporarily unavailable, the grievance shall be presented to the Human Resources director of the university. The written grievance should include a clear description of the problem, a description of efforts at reconciliation already undertaken, supporting evidence and documentation, and a statement of the remedy, or remedies, sought by the grievant.

The Grievance Committee chair shall, within five working days of receiving the written grievance, schedule a meeting of the Grievance Committee. The Grievance Committee shall meet within 20 days from the time the grievance was delivered to the chair. At the first session of the Grievance Committee, the committee shall make an initial determination concerning the following:

- a. Whether a prima facie grievance, in fact, exists.
- b. Whether all lesser avenues of remedy have been appropriately explored.
- c. Whether additional written documentation or information is needed.
- d. Whether any persons not on the committee will be requested to attend future meetings.

If the Grievance Committee determines that a prima facie grievance does not exist, it shall notify the president, in writing, of that determination. The written letter shall also specify the reasons that the committee reached that determination. The president will notify the grievant of that decision.

If the committee's determination favors the president, he shall be free to implement his original intent and he shall so notify the grievant in writing within five working days of receiving the committee's report. If the committee's determination favors the grievant, the president shall meet in a timely manner with the entire Grievance Committee in an effort to reach consensus regarding the situation. If consensus can be reached, the president shall abide by it. If consensus cannot be reached, the president shall thereafter be free to proceed according to his/her best judgment within five working days of the consensus-seeking meeting, the president shall present to the grievant, in writing, the vote of the committee and his/her own final determination. This act shall mark the conclusion of the grievance procedure, at which point all university avenues of appeal shall be deemed to have been exhausted.

TERMINATION OF FACULTY DUE TO FINANCIAL EXIGENCY

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The policy for termination of faculty due to financial exigency is to be implemented only after the Board has officially declared a state of financial exigency.

1. Before initiating an investigation of the academic program, the vice president for Academic Administration and the Undergraduate Council shall establish a set of criteria on which to base a study of how to reduce the academic program.
2. The vice president for Academic Administration, after consulting with the Academic Affairs Committee and/or a program review committee, determines, in counsel with the president, in which disciplines program terminations are necessary.
3. The vice president for Academic Administration consults with each school dean/department chair and the members of each school/department in which the vice president determines personnel terminations are necessary.