APPENDIX F

FACULTY GRIEVANCE POLICY

Santa Barbara City College

GENERAL INTRODUCTION

A grievance may arise from action that is perceived as having an adverse effect on a faculty member with respect to his/her individual rights, personal benefits, working conditions or tenure. Excluded from the grievance process are any matters where legal precedents take precedence or for which a specified method of review is provided either by law or by District policy.

TYPES OF GRIEVANCES

It is recognized that there are four distinct types of grievance. These are:

I. General faculty grievance
II. Grievance process for tenure decisions
III. Grievance process related to the Instructors’ Association Contract
IV. Student grievance against faculty

This policy addresses types I and II. For the grievance process related to the Instructors’ Association contract, please see the most current Instructors’ Association contract. For a student grievance against a faculty member, please see District Policy 3235: Student Grievance Policy.

I. GENERAL FACULTY GRIEVANCE AND RESOLUTION PROCESS:

DEFINITIONS

A “grievance” is an allegation by a faculty member that his or her rights as a faculty member have been adversely affected by a violation of district policy, procedure or code of professional ethics as defined in the AAUP Statement of Professional Ethics (1987) as adopted by the SBCC Academic Senate.

A “grievant” is any faculty member who alleges that he/she has been adversely affected by a violation of his/her rights.

A “day” is any day in which classes are in session and Administrative offices are open at Santa Barbara City College.

LEVEL 1: INFORMAL EFFORTS TO RESOLVE GRIEVANCE

The faculty member shall first attempt to resolve his or her grievance through an informal process that would include the following:

A. Seek resolution through discussion with the person with whom he/she has a dispute.
B. In the event that such an effort is unsuccessful, the faculty member is encouraged to seek mediation assistance from his/her department chair, dean, the Academic Senate President, and/or the Instructors' Association President.

C. If the parties to the dispute and the administration agree that outside mediation might be helpful, such an effort shall be supported by the District. At the conclusion of such a mediation process, the Mediator shall submit a written report with the outcomes of mediation, along with any recommendations.

LEVEL 2. FORMAL HEARING

A. SUBMISSION OF GRIEVANCE STATEMENT

If the LEVEL 1 process does not result in a resolution of the matter, the grievant may request the convening of a grievance hearing. The grievant must submit a written statement to the President of the Academic Senate, with a copy to the President of the Instructors' Association and to the person against whom the grievance is filed within ninety days of the alleged violation. The statement shall include:

1. The name(s) of the individual(s) against whom the grievance is being filed

2. The time(s), date(s), and place(s) of the grievance

3. A description of the grievance including reference to the specific policy that has been violated

4. The resolution/remedy requested

5. The signature of the grievant and date that the grievance is filed

B. The respondent may submit a rebuttal to the grievance statement. This rebuttal must be submitted in writing to the President of the Academic Senate within ten days of receipt of the filed grievance.

C. No sooner than ten days, nor later than twenty days following the receipt of the grievance statement, the President of the Academic Senate, in consultation with the President of the Instructor's Association and Executive Vice President, will decide if the grievance warrants a formal hearing. This decision will be based on whether any SBCC policy, procedure or code of ethics has potentially been violated as alleged. The grievant may appeal the decision to the Superintendent-President, pursuant to Level 3, below.

D. COMPOSITION OF THE GRIEVANCE COMMITTEE

1. Dispute between Faculty: Four faculty, no two of whom are from the same department nor any from the same department as either party to the dispute, selected by the President of the Academic Senate plus the Academic Senate President.

Faculty Grievance Policy Appendix F Page 2 of 2
2. Dispute Involving a Faculty Member and a Classified Employee: Two faculty selected by the President of the Academic Senate and two classified employees selected by the CSEA President plus the Academic Senate President.

3. Dispute Involving a Faculty Member and an Administrator/Manager: Two faculty selected by the President of the Academic Senate and two administrator/managers selected by the Superintendent/President plus the Academic Senate President.

For all grievance committees, each party shall have one peremptory challenge. If the President of the Academic Senate is an interested party to the grievance, the Vice President of the Academic Senate shall be designated to process the grievance. Each faculty member shall have the right to have an Instructors’ Association representative and/or a legal representative.

E. CONDUCT OF GRIEVANCE HEARING

1. The President of the Academic Senate shall convene the session, preside, and be responsible for the proper administration of the grievance process. The hearing shall take place within fifteen days of the announcement of the decision to convene a hearing.

2. The President of the Academic Senate shall deliver a copy of the grievance and any rebuttals to each party to the dispute, each member of the hearing committee and the President of the Instructors’ Association, together with notification of the time and place of the hearing.

3. The committee shall hear testimony, examine witnesses, and receive evidence, following which the committee shall retire to consider the evidence and render a decision.

4. All parties to the grievance have the right to be present at the grievance proceedings. All parties to the dispute shall have the right to present statements, testimony, evidence, and witnesses. Each party shall have the right to be represented by counsel and/or an Instructors’ Association representative and to question witnesses. In the event a party fails to appear without a valid explanation, the committee may proceed in his/her absence.

5. During the grievance process, members of the hearing committee shall maintain confidentiality. The hearing shall be closed to the public, unless both parties agree otherwise.

6. The burden of proof rests with the grievant, who must prove the following elements:

   a. The facts as alleged are true

   b. SBCC policy, procedure, or code of ethics has been violated

7. Following the presentation of evidence and testimony, the committee shall retire to closed session to determine their findings and recommendations. Three members of the committee must concur in any decision rendered by the committee. The President of the Academic Senate shall vote only in the event of a tie.
8. The decision of the committee must stipulate whether the allegations were substantiated or not substantiated, and if substantiated, render a decision on an appropriate remedy. The committee shall state its findings in writing to both parties and to the Superintendent/President within ten days of the conclusion of the hearing.

9. Either party may appeal, in writing, the decision of the committee, to the Superintendent/President, within ten days of the decision.

LEVEL 3: SUPERINTENDENT/PRESDENT’S REVIEW

The Superintendent/President will independently review the report of the committee and, if submitted, an appeal. The Superintendent/President shall then submit his/her decision in writing to both parties and to the President of the Academic Senate within ten days of receiving the committee decision and/or appeal.

LEVEL 4: BOARD ACTION

Either party may appeal, in writing, the decision of the Superintendent/President to the Board of Trustees within twenty days of the date on which the Level 3 decision is reached. The Board of Trustees shall, within twenty days of submittal of the appeal, render a final decision.

II. GRIEVANCE PROCESS REGARDING A TENURE DECISION

DEFINITIONS

A "grievant" is a probationary faculty member who alleges that he/she has been adversely affected by a violation of his/her rights in the conduct of the tenure review process.

A "day" is any day in which classes are in session and Administrative offices are open at Santa Barbara City College.

A "grievance" is a formal written allegation by a grievant that the District, in a decision not to offer a probationary faculty member a second, or third contract or tenure, acted unreasonably or in a way that violated, misinterpreted, or misapplied its tenure review policies or procedures.

A "grievance" is also a formal written allegation that an evaluation finding is substantively in error and has resulted in the denial of a second or third contract or tenure.

A. PROCEDURES FOR A GRIEVANCE REGARDING A TENURE DECISION

1. A faculty member who has been denied tenure may submit a written grievance to the President of the Academic Senate within ten days of the receipt of the letter informing him/her of
the Board of Trustees’ decision. The grievance shall indicate the specific nature of the complaint and the remedy sought.

2. A Grievance Committee shall be convened by the Academic Senate President. It shall consist of two faculty members appointed by the President of the Academic Senate and two administrators appointed by the Superintendent/President who have not been involved in any of the faculty member’s evaluations. The Academic Senate President shall preside and be responsible for the proper administration of the hearing.

3. The Grievance Hearing shall be conducted in accordance with section I (c) above.

4. The Grievance Committee shall review the grievance and make a written recommendation to the Superintendent/President within ten days. The Superintendent/President shall review this recommendation and communicate his/her decision to the grievant and to the President of the Academic Senate within twenty days following receipt of the grievance.

5. If the grievant is not satisfied with the decision, the grievant may submit a request for advisory arbitration. This request shall be submitted in writing to the Superintendent/President within ten days following receipt of the decision from the Superintendent/President.

6. The grievant and the Superintendent/President, or designee, shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five names of people experienced in hearing public education grievances. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot.

7. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be born by the party incurring them. The District shall require the grievant to deposit adequate security to pay the grievant’s share of the cost of advisory arbitration with the arbitrator or the Vice President, Human Resources, and Legal Affairs. In the event that the arbitrator finds in favor of the grievant, his/her share of the expenses shall be reimbursed by the District.

8. In a timely manner, the arbitrator shall hear evidence and submit a written statement of his/her findings and recommendations to the District and the grievant. This statement shall be advisory to the parties. The statement shall set forth the arbitrator’s opinion and recommendation on the issues submitted, and it shall be submitted to the Board of Trustees for its determination.

Adopted by Academic Senate 5-10-06

Faculty Grievance Policy Appendix F Page 5 of 5