Graduate Assistantship Handbook

Table of Contents

FOREWARD
INTRODUCTION
THE GRADUATE ASSISTANT
    Graduate Assistant as Graduate Student
    Graduate Assistant Supervision
APPLICATION AND SELECTION PROCESS
TYPES OF AWARDS/APPOINTMENTS
    Graduate Assistantships
        Teaching/Laboratory Assistantships
        Research Assistantships
        Administrative Graduate Assistantships
    Tuition Scholarships
TERMS AND BENEFITS OF ASSISTANTSHIPS
    Offers and Acceptances
    Eligibility
    Oral English Proficiency Assessment
    Verification of Employment Eligibility and Identity *(Form I-9)*
    Maximum Time on Support
    Renewals of Appointments
    Resignation/Termination Before End of Appointment
    Other Simultaneous Employment
    Duties
    Minimum and Maximum Credit Hour Enrollment Requirements
    Stipends
    Tax Status of Stipends
    Payroll Procedures
    Fee Remission
    Repayment of Graduate Scholarship upon Resignation
    Fee Remission Limitation
    Parking
    Holidays/Vacation/Sick Leave
    Health Insurance
    Workers' Compensation
    Retirement
PROCESSING OF ASSISTANTSHIP AND TUITION SCHOLARSHIP AWARDS
RIGHTS AND RESPONSIBILITIES
SEXUAL HARASSMENT/NON-DISCRIMINATION
GRIEVANCE PROCEDURE
AMENITIES
QUESTIONS

FOREWARD

WELCOME to The University of Akron!

We are pleased that you have selected The University of Akron for your graduate preparation and we are delighted that you have been selected to serve as a Graduate Assistant for this academic year.

As a Graduate Assistant, you will be employed in academically relevant environments in teaching, research, or administrative service throughout the University community. The assistantship experience will enhance and complement your graduate studies here.

This handbook was designed to provide you with important and useful information about your assistantship. It will serve as a quick reference guide to the policies and procedures related to University assistantships and tuition scholarships.

The University of Akron is dedicated to the ideals of exemplary scholarship and high standards of achievement that characterize graduate education and we are proud to offer financial assistance to students who share these goals. It is the purpose of this handbook to provide information that pertains to the academic and administrative processes of providing this financial support.

We extend to you the very best wishes from the staff of the Graduate School for your success this academic year.

INTRODUCTION

The University of Akron provides financial support to graduate students for several reasons. In addition to assisting those qualified in the pursuit of graduate degrees, financial aid also recognizes and rewards scholarship and responsibility, extends the range of academic experiences, and assists departments and faculty in carrying out their academic and professional tasks. The term, graduate assistant, applies to those students under contract supported by University funds or external funds administered through The University. Graduate assistants have varied duties, which may include full teaching responsibility for lower level courses, conducting discussion sections, supervising laboratories, assisting faculty with research or assisting departments in various ways.

THE GRADUATE ASSISTANT

Graduate Assistant as Graduate Student

Graduate assistants must juggle a number of related roles. At the same time that they are pursuing their own degrees, they also function as instructors, tutors, student advisers, researchers or administrative assistants. Time management and planning are essential; setting goals and ordering priorities are crucial. Above all, graduate assistants must plan and manage their time so they are able to perform their duties as graduate assistants while they remain focused on their primary academic goals as graduate students.

Graduate Assistant Supervision

Graduate assistants are supervised in their work assignments by the unit in which their work is performed. For teaching and research assistants, the supervisor normally is a faculty member. Administrative assistants may be supervised by either faculty or staff members. Since the primary purpose of graduate assistantships is to provide graduate students with academically relevant experiences, it is the responsibility of the supervisor to assure that this occurs.

APPLICATION AND SELECTION PROCESS

Graduate assistantship applications may be obtained either in the departments, in the Graduate School, or on-line at www.uakron.edu/gradsch. Primary responsibility for awarding graduate assistantships rests with the departments. The Graduate School rules on eligibility within guidelines, which provide for stability and consistency across the University.

TYPES OF AWARDS/APPOINTMENTS

Graduate Assistantships

Graduate assistants may be appointed as teaching assistants, research assistants, or administrative assistants. Appointments provide a basic stipend and a tuition scholarship.

Teaching/Laboratory Assistantships

Teaching assistants participate in undergraduate instruction either by teaching or by providing support services. Teaching assistants may serve as the instructors of record, laboratory assistants, discussion or recitation leaders, or test and paper graders. It is expected that this experience will relate to and facilitate the completion of degree requirements and also provide teaching experience relevant to a professional career.

Research Assistantships

Research assistants are assigned to participate in research or research-related tasks directed by faculty members. In addition to University-supported research assistantships, some awards are made available by individual faculty through grants from industry and government agencies. These experiences ought to be educational and provide insights into the way in which research is conducted.

Administrative Graduate Assistantships

Administrative graduate assistants are assigned to participate in the administration, development, or service activities of the appointing unit. Both academic and non-academic units use administrative assistants. All funding for administrative assistants must come from the appointing unit. These appointments are meant to provide benefits both to students and to the appointing units. Administrative assistants should have the opportunity to learn both office functions and educational management procedures.

Tuition Scholarships

A **limited** number of non-stipend, non-service tuition scholarships are available. Awardees receive partial remission of tuition and fees but no stipends. Eligibility for awards includes academic merit and financial need.

TERMS AND BENEFITS OF GRADUATE ASSISTANTSHIPS

Offers and Acceptances

April 15th is the traditional deadline for the extending of and the accepting of offers of financial aid. The University of Akron adheres to the Council of Graduate Schools Resolution Regarding Graduate Scholars, Fellows, Trainees and Assistants which, in brief, states:

1. If a student accepts an offer before April 15th but subsequently wishes to withdraw, the student may submit a written resignation any time through April 15th.

2. If a student has an acceptance in force after April 15th, the student is committed to obtaining a written release before accepting an offer at another institution.

3. An offer extended by an institution after April 15th is contingent upon submission by the student of written evidence of release from any previously accepted offer.

The responsibility for compliance with this resolution rests with the academic departments making the awards and the students accepting them. The full Council of Graduate Schools Resolution Regarding Graduate Scholars, Fellows, Trainees and Assistants can be found at: http://www.cgsnet.org/ckfinder/userfiles/files/CGS_Resolution.pdf.

Eligibility

To be eligible to receive a graduate assistantship award, a student must satisfy all the requirements listed below. Individual departments may impose more stringent requirements at their discretion. A student is not eligible to hold an assistantship in an academic department to which they have been denied. To be minimally eligible for consideration, a graduate student must:

1. Gain full admission to a graduate degree program.

2. Maintain graduate enrollment as a full-time student.

3. Maintain a minimum cumulative graduate grade point average of 3.00.

4. Show satisfactory progress toward completing degree objectives, as defined by the department.

5. Perform graduate assistantship duties satisfactorily, as defined by the immediate supervisor or department.

6. Maintain appropriate standards of academic conduct.

7. Honor the terms of the contract agreement.

8. Teaching Assistants must also meet oral English proficiency requirements. These requirements apply to all teaching assistants who have classroom, recitation, lab instruction or tutorial responsibilities, regardless of whether or not English is the teaching assistant's native language.

Completed contracts must be submitted to the Graduate School by the contract deadline. If contracts are not submitted to the Graduate School by this deadline, the contract will not be processed and will be forfeited.

For students to be paid by the first date of their contract, the completed contract must be in the Graduate School three weeks prior to the start date of the contract.

Oral English Proficiency Assessment

Assessment of oral English proficiency is required by Ohio law, and must be certified before *teaching* assistant duties can be performed. Teaching assistants for whom English is the native language may be certified by departmental assessment. Teaching assistants for whom English is a second language must score a minimum score of "Pass" on the U-ADEPT, or a 23 or greater on the speaking component of the internet based TOEFL, or a 7 or greater on the speaking portion of the IELTS. A copy of the test score must be submitted to the Graduate School with the contract before the contract can be processed.

Verification of Employment Eligibility and Identity *(Form I-9)*

The *Immigration and Control Act of 1986* requires all employers to verify each new employee's identity and employment eligibility. The employing department must complete a Form I-9 for each new graduate assistant within three working days of the effective date of the Agreement/Appointment form. Instructions for completion are on the reverse side of the form and documentation must be **verified** with the graduate assistant **in person**. The original, **completed** *Form I-9* must be forwarded to the office of the Dean of the Graduate School with the Agreement/Appointment form or within three days of the effective date of the appointment. Paychecks will not be issued until the completed *Form I-9* is received in the Graduate School.

Maximum Time on Support

Graduate school funded assistantships are awarded for up to two years of master's study, up to five years of doctoral degree study, and up to five years of master's/doctoral degree study. No student will receive an assistantship for more than five years.

Renewals of Appointments

Renewal of appointments is not automatic. Reappointments are based on the availability of funds, department determination of satisfactory performance and department needs. Students may apply for reappointment through their respective departments. Students must meet departmental guidelines and deadlines for application. Graduate assistants, who fail to meet eligibility requirements, may be denied renewal.

Resignation/Termination Before End of Appointment

Graduate assistantship appointments are contingent upon and subject to satisfactory performance of assigned duties as determined by the appointing unit. Appointments may be terminated for cause before their expiration under certain conditions.

1. Termination before end of appointment:

    a. Appointee fails to perform services satisfactorily or violates laws or University regulations which in the judgment of the University affect duties or services performed by the appointee; or

    b. Appointee violates provisions of Agreement/Appointment; or

    c. Appointee fails to maintain good academic standing (3.00 minimum GPA); or

    d. University funds cease to be available for graduate assistantships.

    e. Appointee accumulates enough credit hours to graduate from their degree program.

Before termination for unsatisfactory performance, graduate assistants must receive from their immediate supervisors' written notice of specific deficiencies in performance, as well as detailed suggestions for improvement. Graduate assistants should receive at least two written warnings with adequate opportunities in between to improve. Unit heads should be involved in this process. If unacceptable performance continues, and a decision is made to proceed with possible termination, then, in all cases, the chief administrative officer of the appointing unit must give the graduate assistant a pre-termination hearing. The hearing should consist of oral or written notice of the charges against the graduate assistant, an explanation forming the basis for the charges, and an opportunity to present reasons, either in person or in writing, why the termination should not take place. After these proceedings, the appointing unit should notify the Graduate School of the outcome.

2. Resignation:

A graduate assistant may resign by voluntary mutual written agreement among the graduate assistant, the supervisor, and the head of the appointing unit. Written notification must be submitted by the appointing unit to the Graduate School indicating the last working day through which the graduate assistant is entitled to pay.

Other Simultaneous Employment

Graduate assistants may not accept other full-time employment, either in or outside of the University. Graduate assistants, holding full (20 hours per week) appointments, may not accept other part-time employment in the University. Graduate assistants who want to work part-time outside the University, in addition to their assistantships, must have written approval from their department chair/school director (with a copy sent to the Graduate Dean). Such employment outside the University shall not exceed a total of eight hours per week

while the University is in session. Holders of partial tuition scholarships are eligible to accept other full/part time employment, either in or outside the University.

International students holding full graduate assistantships may not accept other employment, either in or outside of the University, according to an Immigration and Naturalization Service bulletin dated January 1992.

Duties

Graduate assistants, with full appointments, shall provide 20 hours of service per week as assigned by the designated supervisor.

Graduate students holding nine-month or twelve-month awards may, at the discretion of supervisors, be assigned to work during break weeks if this has been noted as a contingency in the contract. The supervisor will monitor the semester hours worked to be equitable to the total of the 20 hours required per week during the semester(s).

A limited number of non-service fellowship awards made available by faculty members from certain external funds may not carry a service requirement. Non-service fellowships are restricted to those from whom no service of any type is required. Tuition remission for recipients of graduate fellowships or scholarships that do not include a work requirement will be proportional to a minimum fellowship or scholarship award. Effective June, 2006 the minimum award used to calculate tuition remission will be $5000 per academic year. Thus, if a fellowship or scholarship has a value of $1000, tuition remission would be 20% of full tuition. Note: Students must always be registered as full-time students to receive any scholarship, fellowship or assistantship.

Minimum and Maximum Credit Hour Enrollment Requirements

Graduate assistants and tuition scholarship recipients must enroll in a full-time program of graduate study at the University during each semester of appointment and retain that minimum for the entire semester/session. Full-time study is defined as nine graduate credit hours during fall and spring and 6 graduate credit hours during the combined summer sessions. The appointment may be rescinded if registration drops below these minimums. Graduate assistants holding partial assistantships must also maintain full time student status (9 graduate credit hours) and are financially responsible for any additional credit hours. Departments may establish a higher minimum, up to a maximum of 15 hours.

Students holding 12-month, 10-week, 8-week, or 5-week summer session appointments must maintain a total minimum registration of six graduate credit hours over the combined summer sessions.

Students with a full graduate assistantship (20 hours of work per week) will receive up to 12 graduate credit hours of tuition remission during each semester of the award and up to 6 credits over the combined summer sessions. Students should meet with their advisor to determine a plan of registration. Students must pay for any graduate credit hours over the above stated maximums.

Stipends

The amount of money available for graduate assistant stipends is determined by the Board of Trustees of the University and is subject to change from year to year. Stipend levels are set by individual department and colleges with the approval of the Graduate School and may differ from unit to unit.

Tax Status of Stipends

The Internal Revenue Service (IRS) usually treats stipends paid to graduate assistants, as taxable income and the University is obliged to withhold income taxes. The Payroll Office will deduct appropriate Federal, State of Ohio and City of Akron income taxes.

Students should contact the IRS directly for tax information or consult their own tax advisers. The University of Akron does not provide tax consultation.

Payroll Procedures

Paychecks are available at the Payroll Office every other week. Graduate assistants who possess Social Security cards may arrange for direct check deposit in local banks; this service is not available to students with unofficial "999" identification numbers.

An Employee's Withholding Allowance Certificate (W-4) and an Employee's Withholding Exemption Certificate (IT-4) (found on reverse side of W-4) must be filed in the Payroll Office to allow proper tax deductions from payroll checks. Blank certificates are available in the Payroll Office. Graduate assistants must immediately report changes of address to the Payroll Office.

Fee Remission

The University of Akron "Fee Remission Policy for Graduate Assistants," is as follows:

The University of Akron shall provide a scholarship for graduate instructional fees, non-resident surcharge, for up to the amounts or number of credits stated on the contract and partial payment of parking permit, for student campus lots, during each semester or summer session of award period. Scholarships are not provided for audit or undergraduate courses, administrative fees, general fees, facilities fees, technology fees; drop/add fees, library fees, and additional cost of professional fees for joint graduate/law students, professional fees for any student that is not admitted to a joint/law program, miscellaneous fees, transportation fees, late registration fees, etc., or payment of fees at another Univeristy. Graduate Scholarships will not be awarded, nor will any fee remission be applied, after the 14th day of any semester or session.

Repayment of Graduate Scholarships upon Resignation/Termination Pursuant to University Rule 3359-60-06.6

Repayment Policy in Relation to Census Date: Students should check with the Graduate School to verify census dates.

The Graduate Scholarship Recipient is **NOT** required to repay any scholarship award if he or she withdraws from all classes at the time of resignation.

The Graduate Scholarship Recipient **IS** required to repay the scholarship award if he or she does not withdraw from courses and continues enrollment after resignation. The repayment amount is based upon Census date as follows:

Prior to Census date: The student is required to repay the scholarship, in full at 100%.

After the Census date: The student is required to repay the scholarship based on a percentage of the number of weeks remaining in the semester or summer session.
Examples:

(1) If the student resigns in the ninth week of a 16-week semester, the repayment will be 7/16 or 44% of the scholarship required in that semester.

(2) If the student resigns in the second week of a five-week summer session, the repayment will be 3/5 or 60% of the scholarship required in that summer session.

Performance Based: The student is required to repay 100% of the course cost for any course in which the student does not receive a passing grade (C- or better).

Important Stipulations:
If the Graduate Scholarship Recipient drops below the minimum required graduate credits at any time during the contract period, the scholarship is forfeited. Repayment of the scholarship will use the same Census date approach outlined for resignation repayment.

No refunds will be made to any student for tuition and fees paid prior to the receipt of this scholarship.

Fee Remission Limitations

Remission benefits *do not* include:

- instructional fees for undergraduate courses.
- instructional fees for courses taken for audit.
- tuition and fees for dependents of graduate assistants.
- administrative fee (replaces previously charged fees for schedule changes, transcripts, and application for graduation.)
- general service fees.
- late registration fees.
- technology fees.
- facilities fees.
- drop/add fees.
- library fees.
- re-enrollment fees.

- retroactive add for any course (this includes any courses added after the 14th day of any semester or session.
- thesis or dissertation binding, microfilm or copyright fees.
- fines.
- parking for holders of Stand-Alone Tuition Scholarships.
- additional cost or professional fees for joint graduate/law students.
- professional fees for graduate students that are not in a joint graduate/law program.
- transportation fees.
- miscellaneous fees.

Parking

Graduate Assistants are entitled to partial payment of one parking permit, in student campus lots, for each semester or summer session of appointment. Graduate Assistants will be responsible to pay a nonrefundable transportation fee as stated in the fee schedule. This fee must be paid in full at the time the parking permit is requested.

Holidays/Vacation/Sick Leave

Graduate assistants do not earn vacation hours or accrue sick time. All Graduate Assistants may observe the University holiday schedule when offices are closed. Graduate assistants who hold academic year contracts will work while classes are in session, including exam weeks. Graduate assistants who hold any other type of contract will work from the start date to the end date of the contract, with the exception of spring break. Graduate assistants, with either an academic year contract or other dates (with prior written agreement from their supervisors) may be required to work during break weeks. Variations from this working schedule must be noted on the front of the graduate assistant contract as a contingency. The supervisor will be required to monitor the semester hours worked to be equivalent to the total of 20 hours required per week during the semester(s).

Health Insurance

Graduate assistants are not covered by The University of Akron employee health insurance. They may, however use the Student Health Service, available to all students. Graduate assistants may purchase health insurance locally. International students are required to purchase health insurance. Inquiries may be directed to Health Services at 972-7808.

Worker's Compensation

Graduate assistants are covered by Worker's Compensation, which provides expenses for medical care and in certain cases loss of salary as well. The Industrial Commission of Ohio pays benefits for injury and/or disability resulting from the regular performance of official duties. Benefits may include compensation losses when disabilities extend beyond one week.

Retirement

Graduate assistants ordinarily do not participate in the State Teachers Retirement System (STRS) and are ineligible to join. Graduate assistants who have been members in the past and

who have money on deposit, however, are required to continue their membership. Research and administrative graduate assistants who wish to participate in a retirement system can join the School Employees Retirement System (SERS) through the Payroll Office.

PROCESSING OF ASSISTANTSHIP AND TUITION SCHOLARSHIP AWARDS

All agreement/appointment forms and scholarship/fellowship forms originate in the appointing department. Signatures should be affixed with a ballpoint pen. These forms constitute legal documents when properly signed by the Graduate School.

After departments and students have signed the forms they are forwarded to the Graduate School, checked for accuracy, and signed by the Graduate School. Contracts are not valid until the Graduate School has signed them. All contracts should be in the Graduate School three weeks prior to the start date of the contract to ensure timely stipend payments.

RIGHTS AND RESPONSIBILITIES

Graduate assistants are subject to the rules and regulations of the Board of Trustees, the University and the departments within which they hold their awards. In the performance of their responsibilities they must abide by the academic and instructional criteria and policies established by the department in which they hold their appointments.

Graduate assistants shall respect the rights and opinions of students and uphold the academic standards of the University.

SEXUAL HARASSMENT/NON-DISCRIMINATION

The University of Akron Sexual Harassment Policy and Procedures are explicitly outlined. Any questions regarding the policy should be addressed to the Equal Employment Opportunity/ Affirmative Action (EEO/AA) Office.

Sexual Harassment Policy Brochure
The University of Akron
3359-11-13 Sexual Harassment Policy
-Date printed: June 15, 1999

(A) Statement of policy.

(1) The University of Akron reaffirms its commitment to an academic, work, and study environment free of inappropriate and disrespectful conduct and communication in any form. All students, faculty, and staff shall be protected under the guidelines of this policy.

(2) A copy of this policy shall be incorporated into all employee handbooks. It shall also be included in student orientation materials, including those distributed to students in

professional schools. It shall also be published in scheduling materials each semester. Copies of this policy shall be available at appropriate University offices, including the office of the deans of each college, the University Library, Associate Vice President for Student Affairs, the Equal Employment Opportunity and Training Office, the Department of Human Resources, all other administrative offices, and other places specified by the Executive Director of Human Resources.

(3) It shall be the policy of The University of Akron to prohibit any and all forms of sexual harassment. All students, faculty, and staff have a responsibility to assist in the enforcement of this policy, be aware of its contents, and to abide by its terms. All supervisory personnel shall insure that those who are under their supervision are aware of the policy, receive a copy of it, and shall from time to time reinforce the University's commitment to the policy. From time to time, the Equal Employment Opportunity and Training Office shall disseminate materials throughout the University concerning the effective prevention of sexual harassment.

(4) By this policy, the University is providing notice that sexual harassment in any form will not be tolerated and that the procedures specified below shall be utilized to inform the University of incidents of harassment and to allow all students, faculty, and staff to prevent, report, and to eliminate sexual harassment from this campus.

(B) Definitions. Sexual harassment is a form of sex discrimination which violates state and federal laws respecting both employees and students. The definitions used in this policy shall be interpreted consistent with such laws.

(1) It consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

(a) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, of obtaining an education, or of obtaining educational benefits or opportunities; or
(b) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, education, educational benefits or opportunities; or
(c) Such conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, education, educational benefits or opportunities, or creating an intimidating, hostile or offensive employment or education environment. Any sexual harassment as defined herein is limited to conduct or communication by someone in authority, but also includes any sexual harassment as defined herein when perpetrated on any student or employee by any other student or employee.

(2) Sexual harassment is sexual conduct that is "unwelcome." It may include, but is not limited to:

(a) Uninvited verbal harassment or abuse such as sexual name calling, jokes, spreading sexual rumors, leers, or overly personal conversations of a sexual nature;

(b) Subtle pressure for sexual activity;

(c) Inappropriate patting, pinching or fondling, pulling at clothes, or intentional brushing against a student's or an employee's body;

(d) Demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status;

(e) Demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status;

(f) Any sexually motivated unwelcome touching, cornering, or blocking an individuals' movement;

(g) Conditioning a student's grade or academic progress on submission to sexual activity;

(h) Hanging or displaying inappropriate and sexually explicit pictures, posters, or drawings in the workplace;

(i) A pattern of conduct intended to discomfort or humiliate, or both, a reasonable person at whom the conduct was directed that includes one or more of the following: unnecessary touching or hugging, remarks of a sexual nature about a person's clothing or body, or remarks about sexual activity or speculations about previous sexual experience.

(3) The University recognizes that not every advance or consent of a sexual nature constitutes harassment. Whether a particular action or incident is a personal social relationship without a discriminatory effect requires a determination based on all the facts and surrounding circumstances. False accusations of sexual harassment can have a serious detrimental effect on innocent parties and all others who are concerned. This policy shall not be used to bring frivolous or malicious charges against fellow students, faculty members, or employees. Such charges may result in discipline against the offending individual pursuant to applicable University disciplinary procedures.

(C) Retaliation. Under this policy, retaliation is defined as the undertaking of adverse action against students or employees for the exercise of rights under this policy; or for having brought forward a charge of discrimination or sexual harassment, testified, assisted, or participated in any manner in an investigation or hearing or other proceeding under this policy or pursuant to procedures provided by law. The exercise of such legally protected rights shall not reflect upon an individual's status or affect future employment, grades, or assignments when such exercise is pursuant to the terms set forth in this policy.

(D) Responsibility.

(1) All persons affiliated with the University have a responsibility to actively oversee and implement this policy. The Equal Employment Opportunity and Training Officer shall facilitate and administer this policy consistent with the terms set forth herein and consistent with the state and federal rules, regulations, and laws governing this institution.

(2) Any person who believes he or she has been the victim of sexual harassment by an employee, student, or visitor of the University, or any third person with knowledge or belief

of such conduct, should report the alleged acts immediately to a University official listed in paragraph (E) of this rule.

(3) Employees and students should make clear through affirmative conduct and/or verbal statements to an alleged harasser that such conduct is unwelcome and uninvited and should cease immediately. However, the employee's or student's inability to do so does not, in itself, negate the validity of the offensiveness of the conduct alleged.

(E) Investigating reporting and procedures.

(1) Persons who believe they are the victim of sexual harassment have the right to file a complaint. Such complaints should be filed as quickly as possible, but not later than one hundred twenty days after the incident in question, utilizing either the informal or formal procedures outlined below.

(2) However, any sexual conduct defined as criminal conduct in accordance with Title XXIX of the Revised Code shall be handled by the formal procedures outlined herein. The University reserves the right to refer such complaints to the appropriate external agency, including the prosecutor, police, or other appropriate investigative agency.

(3) Informal procedures. Those desiring to file complaints are strongly encouraged to utilize the procedures outlined below:

(a) Any complainant who is an employee should contact his or her immediate supervisor, or if the supervisor is the alleged perpetrator or unavailable, the Vice President or head of the administrative unit;

(b) Any complainant who is a student should contact immediately the Dean of the student's college or the Assistant Vice President for Student Affairs;

(c) The complainant may also contact the Equal Employment Opportunity and Training Officer directly;

(d) Third persons referenced in paragraph (D)(2) of this rule should contact any of the above-listed officials;

(e) University personnel contacted about an incident or informal complaint of sexual harassment must report the incident/complaint to the Equal Employment Opportunity and Training Officer as soon as possible. The Equal Employment Opportunity and Training Officer shall be appraised of patterns of incidents or complaints as they may develop;

(f) The Equal Employment Opportunity and Training Officer and the University official listed above shall promptly investigate and then attempt to resolve the complaint in cooperation with the University representative originally contacted when appropriate.

(4) Formal procedures.

(a) Should informal procedures not produce a resolution satisfactory to the complainant, the complainant has the right to file a formal written complaint with the Equal Employment Opportunity and Training Officer.

(b) Upon receiving a formal complaint, the Equal Employment Opportunity and Training Officer shall inform the alleged offender of the allegation and of the identity of the complainant. A written statement of the complaint shall be given to both parties. The Equal Employment Opportunity and Training Officer shall then conduct an investigation and fully inform the complainant and the accused of the results thereof.

(F) Resolution of a complaint.

(1) There shall be an aggressive effort on the part of all parties involved to resolve informal or formal complaints promptly.

(2) Resolution of an informal complaint by the appropriate administrative person and/or the Equal Employment Opportunity and Training Officer shall occur within 30 calendar days of submission of complaint. For a formal complaint, the Equal Employment Opportunity and Training Officer shall report the results of his/her investigation and any recommendation within 60 calendar days.

(3) Any faculty or staff person accused of sexual harassment is entitled to due process as specified in the faculty or staff manual or applicable collective bargaining agreement. Any student accused of sexual harassment is entitled to due process in accordance with established University disciplinary procedures applicable to students.

(4) If the Equal Employment Opportunity and Training Officer, based on his or her findings, concludes that there is a substantial likelihood that sexual harassment has taken place, these findings shall be forwarded immediately to the accused's supervisor along with a recommendation for disciplinary action.

(5) Violators of this policy may incur a variety of sanctions which may include, but are not limited to, referral for counseling, written or oral reprimands, suspension with or without pay, termination, or referral to the criminal justice system.

(6) Nothing contained herein shall be deemed to restrict or otherwise prohibit the complainant from filing a complaint with an appropriate external governmental agency, nor shall this policy be deemed as discouraging individuals from seeking legal counsel. It shall, however, be the responsibility of such individuals to meet any agency filing deadlines.

(7) In the event allegations are not substantiated, reasonable steps shall be taken to ensure that the accused suffers no damage to his/her reputation which may have been caused by the proceedings. Any complainant found to be dishonest in making allegations or who has been found to have made them maliciously, shall be subject to University disciplinary action.

(G) Confidentiality. All complaints of sexual harassment shall be considered confidential and only those persons necessary for the investigation and resolution of the complaints will be given information about them. The University will respect the confidentiality of the complainant and the individual against whom the complaint is filed as much as possible

consistent with the University's legal obligations to protect the rights and security of its employees and students.

GRIEVANCE PROCEDURE

Complaints involving a graduate assistantship or tuition scholarship award should be brought to the attention of one's immediate supervisor. If a solution is not reached at that level, the department chair/ school director should be consulted. Problems should be referred to the Dean of the Graduate School only if they cannot be resolved at a lower level.

Grievance Procedures for Graduate Students

3359-24-02
(A) Purpose.
The procedures set forth in this document are intended to provide graduate students with a formal channel of appeal and redress of grievances arising out of their academic and/or employment relationship with the university.
(B) Procedures.
(1) Any graduate student who believes that he or she has valid grounds for a complaint shall attempt to resolve the problem through a conference with the faculty member involved, the department head, and/or the graduate advisor. Following that, the student may attempt to resolve the problem with the assistance of the academic dean. A graduate student presenting a case to the academic dean must provide a full written statement of the grievance, together with all appropriate supporting material. When or if the problem has not been adequately solved at that level or the student wishes to appeal that decision, the student shall prepare a written statement of the complaint setting forth clearly and specifically the allegations and shall hand deliver the written complaint to the dean of the graduate school. The dean of the graduate school shall notify the complainant confirming the receipt of the complaint and shall request all materials from the dean of the complainants college.
(2) Within one week of receipt of the complaint, the dean of the graduate school shall communicate with all parties in an attempt to informally resolve the problem. The result of this process will be a recommendation by the dean of the graduate school which will be communicated in writing to all parties, including the senior vice president and provost.
(3) The complaint shall become a grievance to be filed with the senior vice president and provost if: a) the dean of the graduate school wishes to have a hearing committee render a recommendation on the grievance; or b) the student wishes to appeal the recommendation of the dean of the graduate school. The student must notify the senior vice president and provost in writing within one week of notification of the dean of the graduate schools decision on the complaint.
(4) Upon receipt of the grievance, the senior vice president and provost shall notify in writing the president of graduate student government that a hearing committee should be constituted. The hearing committee shall be organized in no more than two weeks.
(5) When the grievance has been filed with the chairperson of the hearing committee, it shall be the responsibility of that chairperson to notify in writing all parties involved in the grievance within two working days. This notification shall include the following information: that a grievance has been filed; the nature of the grievance; and the parties involved.

(6) If the charged party in that grievance admits the validity of the grievance, the chairperson of the hearing committee shall waive the hearing and shall direct an appropriate resolution in consultation with the hearing committee.
(7) If the party charged in the grievance denies the validity of the grievance, the hearing committee shall conduct the hearing.
(C) Hearing committee.
A hearing committee shall be established as follows:
(1) Chairperson. The chairperson shall be a member of the graduate faculty with full membership, but not from a department involved in the proceedings. This chairperson shall be selected by the senior vice president and provost and shall serve for only one grievance proceeding. The chairperson shall conduct the hearing and shall vote only in the case of a tie.
(2) Members: four members shall be selected as follows:
(a) From the complainants department -graduate student not directly involved, selected jointly by the department head and the president of the graduate student government. If the grievance is filed against the department head, the academic dean shall substitute for the department head. If the grievance is filed against the department, the senior vice president and provost shall substitute for the department head.
(b) From the complainants department - a faculty member not directly involved, selected jointly by the department head and the president of the graduate student government. If the grievance is filed against the department head, the academic dean shall substitute for the department head. If the grievance is filed against the department, the senior vice president and provost shall substitute for the department head.
(c)A graduate student not involved with the complainant and not from the complainants department, selected by the vice chairperson of the graduate council.
(d)A member of the graduate faculty with full membership not involved in the complaint nor from the complainants department, selected by the senior vice president and provost.
(3) A hearing committee shall be organized anew each and every time a grievance is brought forth. A hearing committee shall serve through the adjudication and resolution of the complaint.
(D) Hearing procedure.
(1)The hearing must take place within two weeks of the hearing committees formation.
(2) At least three working days prior to the hearing, the hearing committee chairperson shall provide the hearing committee and the parties involved with:
(a)The students written statement of the grievance.
(b)Written notification of when and where the hearing committee shall meet.
(c) A copy of grievance procedures for graduate and all relevant documents.
(3) Each party shall be required to appear in person before the hearing committee to present his/her case. Each party may have an advisory/colleague present to protect his/her rights if so desired. However, the parties shall speak and act on their own behalf. Witnesses may be called to present evidence on behalf of the complainant or the charged person. the use of tape recorders is prohibited, except as may be required to accommodate persons with disabilities.
(4) All parties shall be entitled to an expeditious hearing. In urgent cases in which it is alleged that a regulation, administration decision, or action threatens immediate and irreparable harm to any of the parties involved, the hearing committee shall expedite the hearing and disposition of the case. The hearing committee is empowered to recommend to the dean of the graduate school that an individual, department, or college discontinue or postpone any action which threatens to cause irreparable harm, pending the final disposition of the case.

(5) The burden of proof shall be on the complainant and the standards of justice and fair play shall prevail in the adjudication of violations and grievances.
(6) If necessary, the hearing committee may consult with the universitys office of general counsel for advice at any time throughout this process.
(E) Decisions and actions.
(1) The hearing committee shall decide as follows: there has been a violation of the complainants rights, or there has been no violation of the complainants rights.
(2) Should the hearing committee determine that a violation of the complainants rights occurred, the committee shall, if practical, recommend a resolution to the senior vice president and provost.
(3) The senior vice president and provost, exercising his/her judgment, shall act on the implementation of the resolution recommended by the hearing committee.
(F) Record keeping.
The chairperson of the hearing committee shall be responsible for keeping a summarized, written record of all the proceedings.
(1) Records of all proceedings shall be prepared by the secretarial personnel of the graduate school. Copies of all proceedings shall be distributed as follows:
(a)To all parties involved in the proceedings.
(b)To the hearing committee members.
(c)To the president of the graduate student government.
(d)To the dean of the graduate school.
(e) To the senior vice president and provost.
(2) A copy of all proceedings shall be kept in the office of the dean of the graduate school pursuant to the universitys record retention proposal.
(G)Appeal.
An appeal may be made to the president of the university after all of the above procedures have been followed. The president of the university shall assess each case on an individual basis and his/her decision shall be considered final.
Effective: March 13, 2000 Certification: _____ Ted A. Mallo Secretary
Board of Trustees Prom. under: 111.15 Rule am

AMENITIES

Graduate assistants receive extended borrowing privileges from university libraries, may use the faculty/staff dining room in Gardner Student Center, and may join the Akron Teachers Credit Union.

QUESTIONS

Questions regarding graduate assistantship or scholarship awards should be addressed to the department to which application is made or in which an appointment is held. Policy questions may be addressed to the department or to the Graduate School.