

1. Policy

Students have protection, through orderly procedures, against arbitrary or capricious actions or decisions by their instructors. This includes decisions that would constitute a violation of a student's right to academic freedom. Students also have protection against erroneous actions or decisions by academic units. At the same time, students are responsible for achieving and maintaining the standards of academic performance and excellence which are established by their instructors and for complying with all relevant policies, standards, rules and requirements which are formulated by the University and the University's academic units. A student wishing to pursue an academic grievance or appeal must use the following grievance procedure once having received notice of the action or decision which gives rise to the grievance. The emphasis of the grievance procedures is on informal resolution of the grievance. Grievances which involve hearings before the Student Academic Grievance Board should be rare. For help and guidance with the grievance procedures, students should contact the Office of Student Life at wp.wvu.edu/officeofstudentlife/.

Students who do not meet the deadlines given in the procedures shall be deemed to have waived their right to appeal. If any officer of the University or the Board fails to meet the deadlines established, the student may continue to the next level in the procedures. The deadlines are set to provide a rapid resolution of the grievance. However, unforeseen circumstances such as illness or absence from the campus may result in an extension of a deadline. Such extensions shall be recorded in writing by the unit head, dean

or secretary to the Board, as appropriate. If the end of the quarter is reached during the process of following the grievance procedure, the remaining parts of the process will be considered at the start of the next academic quarter, not including summer session.

2. Academic Grievances

Academic grievances are limited to the following:

1. A claim by the student that an assigned grade is the result of arbitrary or capricious application of otherwise valid standards of academic evaluation, or
- 1.2. A claim by a student that an assigned grade was the result of assessment of a student's opinion or viewpoint that differs from a professor's, rather than the quality of the student's work, in contradiction of the student's right to academic freedom.
- 2.3. A claim by the student that the standards for evaluation are arbitrary or capricious, or
- 3.4. A claim by the student that the instructor has taken an arbitrary or capricious action which adversely affected the student's academic progress, or
- 4.5. A claim by the student that an academic unit has reached a decision not in keeping with University policy or taken an erroneous action which adversely affects the student's academic standing or academic career.

Note: Where a student claims that an action violates equal opportunity policies (see [Appendix A](#)), the student should bring the matter to the Equal Opportunity (EO) Office for resolution via the Discrimination Complaint Procedure (see [Appendix H](#)). Timelines set out in the Academic Grievance

policy and procedure are placed on hold while a matter is being handled by the EO Office.

3. Procedures

1. Resolution and Appeals

A student with an academic grievance against an individual instructor shall first thoroughly discuss the matter with the instructor involved. The student must meet with the instructor within ten (10) days of receiving written notification of the action or decision which gives rise to the grievance or 10 days from the grade posting deadline. In the case of absence from the campus of either of the parties, the student shall inform the academic unit head, in writing, of the existence of the grievance and the unit head shall arrange for consultation between the parties concerned at the earliest possible opportunity. Should the faculty member be on extended leave, or have resigned from the University, the unit head shall act for the instructor.

The instructor and the student should make a good faith effort to resolve the grievance. Grievances resolved at this stage do not require a written record unless the resolution involves a grade change. The instructor will send a memo to the Registrar indicating the grade change. A copy will be sent to the student.

If a resolution is not achieved between the student and the instructor within five (5) days after the first meeting between the student and instructor, the student has five (5) days to ask the academic unit head, or designee, to attempt to informally resolve the issue. The unit head, or designee, will meet with both parties to clarify the issues and attempt to

resolve them. If the issue is resolved within five (5) days after the student has sought the assistance of the unit head, the unit head, or designee, shall prepare an informal agreement, in writing, for both sides to sign. No reasons need be given. Such an agreement, once signed by both parties, may not be appealed.

If an agreement cannot be reached within the five-day review period, and the student still wishes to pursue the grievance, the student shall request the unit head or designee to present the case to the dean of the college in which the academic unit resides. In the case where a faculty member from one college is teaching a course in another college, the appeal will go to the dean of the college where the course resides. In the case where a faculty member is teaching for an all-university program not under the purview of a college dean, such as Honors or Women Studies, the appeal will go to the dean of the college where the faculty member resides. The unit head has five (5) days to present the material to the dean. The material presented should include all of the documents relevant to the case and an analysis of the issues. The dean shall continue the process of seeking an informal resolution and collect more material as necessary. If a resolution can be reached, the dean shall prepare an informal agreement as above. Such an agreement, once signed by both parties, may not be appealed.

If the student has a grievance against an academic unit, the student shall first thoroughly discuss the matter with the unit head. The student must meet with the unit head within ten (10) days of receiving notification of the action or decision of the unit which gives rise to the grievance. If the grievance is not resolved within ten (10) days of the initial meeting between the student and the unit head, the student

may request, in writing, further review by the dean of the college in which the academic unit resides, following the procedures for grievance.

If the grievance against a faculty member or academic unit is not resolved at this stage, the appropriate dean, as specified above, shall make a decision based on the merits of the case. The reasons for the decision shall be in writing and shall be given to both the student and the instructor and unit head. The dean's decision must be rendered and given to all parties within five (5) days of receiving the material. The written decision of the dean will include: (1) a statement of the grievance, (2) a statement of the efforts made to resolve the issue and (3) a statement of action, with reasons.

If the grievance does not involve a graduate student, either side may appeal a decision of the college dean to the Student Academic Grievance Board. The appeal must be filed within five (5) days after the receipt of the dean's written decision. Either party may appeal to the Academic Grievance Board in writing to the executive secretary of the academic grievance board. The appeal must be received within five (5) days after receiving the decision of the college dean. If the grievance involves a graduate student, either side may appeal a decision of the dean to the dean of the graduate school. The appeal must be filed within five (5) days after the receipt of the college dean's written decision. The graduate dean shall make a decision based on the merits of the case. The reasons for the decision shall be in writing and shall be given to the student, the instructor, unit head and the appropriate dean, as specified above. The graduate dean's decision must be rendered and given to all parties within five (5) days of receiving the material. The written decision of the graduate dean will include: (1) a statement of the grievance, (2) a

statement of the efforts made to resolve the issue and (3) a statement of action, with reasons. Either side may appeal a decision of the dean of the graduate school to the Student Academic Grievance Board. The appeal must be filed within five (5) days after the receipt of the graduate dean's written decision. The party appealing to the Academic Grievance Board will inform the executive secretary of the academic grievance board.

2. Appeal to the Board

1. Composition of the Board. The Student Academic Grievance Board shall consist of six (6) members: three students and three faculty. An administrator appointed by the Vice President for Student Affairs will serve as executive secretary to the board and will be responsible for the arranging of meetings and the collection and maintenance of necessary documents. The board, for any hearing, will be selected in the following manner:
 - a. The pool of board members shall consist of six (6) faculty appointed by the Faculty Senate for three-year terms; six (6) undergraduate students and six (6) graduate students appointed by the Associated Students board for one-year terms.
 - b. Each party to the grievance shall have the right to reject two faculty and two students from the list of the pool of board members.
 - c. From the remaining members, the Vice President for Academic Affairs or designee shall select the board members for the hearing, and shall appoint the chairperson. If the grievance involves a graduate student, at least two of the board members must be graduate students.

2. Appeal Procedures

1. Lodging appeal. The party appealing to the board shall present the appeal to the executive secretary of the board within five (5) days after issuance of the dean's written decision. The letter of appeal shall state the basis of the appeal. The secretary will send a copy of the appeal to the second party to the grievance, who may respond in writing. All materials used at any stage of the grievance shall be made available to both parties, the unit head, and to the dean.
2. Mediation. If both parties agree to mediation, a mediator will be appointed by the Vice President for Academic Affairs or designee from a list of four persons previously appointed by the Faculty Senate. Each party to the grievance shall have the right to reject one mediator from the list of four. The mediator has five (5) days from the time of appointment to attempt to resolve the issue to the satisfaction of both parties. If the issue is resolved, the mediator shall prepare an informal agreement, in writing, for both sides to sign. No reasons need be given. Such an agreement, once signed by both parties, may not be appealed. If the issue is not resolved the appeal proceeds to a hearing.
3. Hearing. A hearing shall be called within fifteen (15) days of the filing of the appeal unless both parties agree to a delay, or unless the grievance is resolved through mediation.

A quorum is four (4) members of the board. Both the student and the instructor may be accompanied by an advocate (although not a legal professional).

Both the student and the faculty member shall be invited to present oral arguments which shall be restricted to matters already in the record. New causes for grievance may not be raised at the hearing. Members of the board may question either party.

No testimony may be taken by the board unless both parties are present, or have waived their right to be present.

At the conclusion of the hearing, the board shall, in writing,

- a. Request additional information, to be considered at a future hearing, or
- b. Find that there is insufficient cause to overrule the dean's decision and recommend to the Vice President for Academic Affairs that it be upheld, or
- c. Find that there is sufficient cause to modify or overrule the dean's decision and recommend appropriate action to the Vice President for Academic Affairs.

3. Appeal to the Vice President for Academic Affairs

Either party may appeal to the Vice President for Academic Affairs from a decision by the board. Such appeal shall be made, in writing, within five (5) days after the issuance of the board's written decision. The board chairperson has the right to make a written response to the appeal within five (5) days of filing the appeal. The vice president may overrule or modify the decision of the board only if that decision was arbitrary, capricious, based on insufficient information, or was beyond the scope of these procedures as defined in

Section 2. The Vice President for Academic Affairs will meet with the board chairperson if (s)he intends to overrule or modify the decision of the board. The decision of the Vice President for Academic Affairs is final. Copies of the Vice President's decision will be sent to the student, faculty member, unit head, dean of the college in which the unit resides, dean of the graduate school if a graduate student is involved, chairperson and secretary of the board.

4. Maintenance of Records

All written statements and testimony considered in the grievance process and a copy of the final written decision of the board or academic vice president shall be retained on file in the academic vice president's office for a period of one (1) year following final disposition of the grievance.

Where a solution or decision results in a grade change, the instructor shall inform the registrar of the grade change.

4. Definitions

These definitions are for the purposes of these procedures only:

1. "Academic unit" is Fairhaven College of Interdisciplinary Studies or a department within the Colleges of Business and Economics, Fine and Performing Arts, Humanities and Social Sciences, Sciences and Engineering, College of the Environment, or Woodring College of Education.
2. "Unit head" is the department chairperson, or, in the case of Fairhaven college, the chairperson of the college personnel committee and the program director in the case of academic programs.
3. The unit head "designee" can be any faculty member or administrator from the academic unit. Appointment of the

designee shall be in writing and sent to the Vice President for Academic Affairs.

4. "Dean" is the dean or dean's designee of the college in which the academic unit resides, unless specified otherwise. Appointment of the designee shall be in writing and sent to the Vice President for Academic Affairs
5. Reference to "days" means "school days" and includes the registration period and the week in which exams are scheduled.
6. WWU's Academic Year begins on the first day of instruction every fall term, and concludes at the end of final examination week every spring term (see academic calendar for exact dates). Summer Session is an exception to the Academic Year and grievances not resolved before Summer Session will be continued during the coming fall term.
- 6.7. Academic freedom for students is the right to pursue knowledge, engage in open dialogue, express diverse perspectives, and participate in intellectual endeavors without fear of censorship, reprisal, or discrimination. It encompasses the freedom to explore, question, and challenge ideas and opinions within the framework of respectful and ethical conduct.