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GRADUATE STUDENT ACADEMIC APPOINTMENTS

Associate Instructor, Graduate Assistant, Research Assistant, Faculty Assistant

Graduate student appointments are offered by academic schools or departments to selected graduate students. The stipends attached to appointments are considered graduate student support and compensation for the academic duties assigned, and as such are considered to be taxable income. These student academic appointments are independent of other possible awards of financial aid.

DEFINITION OF TITLES

Associate Instructor—A graduate student who is employed as a teacher and engages in activity as a teacher, providing the employee has responsibility for assigning grades for at least a portion of a course and has direct contact with students.

Graduate Assistant—A graduate student who, in an academic department or in an administrative office, assists in work associated with the duties of faculty members or administrators, such as library searches, curricular development, or paper grading, and who is not an Associate Instructor, Research Assistant, or Faculty Assistant.

Research Assistant—A graduate student who is engaged in or assists with original, professional-level research.

Faculty Assistant—A graduate student who holds an academic appointment, and performs non-teaching services in an instructional program, where the services are equivalent in importance to those performed by Associate Instructors.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Indiana University pledges itself to continue its commitment to the achievement of equal opportunity within the University and throughout American society as a whole. In this regard, Indiana University will recruit, hire, promote, educate, and provide services to persons based upon their individual qualifications. Indiana University prohibits discrimination based on arbitrary considerations of such characteristics as age, color, disability, ethnicity, gender identity, marital status, national origin, race, religion, sex, sexual orientation, or veteran status. Indiana University shall take affirmative action, positive and extraordinary, to overcome the discriminatory effects of traditional policies and procedures with regard to the disabled, minorities, women, and veterans.

DUTIES AND RESPONSIBILITIES PARTICULAR TO STUDENT ACADEMIC APPOINTEES WITH TEACHING DUTIES

Teaching consists of the activities of lecturing, tutoring, instructing, laboratory assisting in an instructional role, and the like in the activity of imparting knowledge.

Student Academic Appointees who teach have many of the same professional duties as faculty. This is particularly true of the responsibilities they have towards their students; from whose perspective both the Student Academic Appointee and the faculty are teachers. For this reason, the faculty "Code of Academic Ethics"

<https://policies.iu.edu/policies/aca-33-code-academic-ethics/index.html> applies in large part to Student

Academic Appointees (SAA) who teach. Faculty and SAAs who teach are, above all, obligated

to adhere to the stated goals and purposes of a course and to teach it at the scheduled time. Any exceptions must be approved in advance by the department chairperson or the SAA's supervisor.

RELATIONS WITH STUDENTS

If faculty members (including graduate students with teaching responsibilities) engage in amorous or sexual relations with students for whom they have professional responsibility, even when both have consented to the relationship, it will be viewed as a violation of the "Code of Academic Ethics."

HARASSMENT

Indiana University does not tolerate harassment that targets an individual based upon race, color, religion, national origin, ethnicity, sex, gender identity, age, sexual orientation, disability, veteran status or marital status. Students who believe they have been harassed are encouraged to report such incidents to one of the following



offices: the dean, department chair or supervisor, Office of Affirmative Action, Office of the Vice Provost for Faculty and Academic Affairs, or the Dean of Students.

SEXUAL MISCONDUCT POLICY

Indiana University prohibits discrimination on the basis of sex or gender in its educational programs and activities. Discrimination on the basis of sex or gender is also prohibited by federal law, including Title VII and Title IX. This prohibition includes sexual harassment, sexual violence, dating violence, domestic violence, sexual exploitation, and stalking (collectively referred to as “Sexual Misconduct”). The University promptly responds to all reports of sexual misconduct involving University employees and/or students and provides a fair and impartial investigation and resolution for complaints. Student academic appointees are strongly encouraged to read the University Sexual Misconduct Policy for all definitions and procedures. (<https://policies.iu.edu/policies/ua-03-discrimination-harassment-and-sexual-misconduct/index.html>).

All student academic appointees, including Associate Instructors, are considered “Responsible Employees” under the University’s Sexual Misconduct policy, and have an obligation to report any information they become aware of regarding incidents of sexual misconduct. As a Responsible Employee, student academic appointees are required to take annual sexual misconduct training provided by the University. Reports of sexual misconduct should be made to one of the Deputy Title IX Coordinator for the IU Bloomington campus, or the University Title IX Coordinator, each identified below. For more information on the role of Responsible Employees training and how to assist students, please visit <https://stopsexualviolence.iu.edu/employee/index.html> You may also contact any of the individuals below for more information or assistance.

Title IX Deputy Coordinators	University Title IX Coordinator
<p>Libby Spotts, Director/Deputy Sexual Misconduct & Title IX Coordinator, 812-855-5419 (Student Conduct receives and responds to all reports alleging sexual misconduct by a student.)</p> <p>Samantha Hammett, Assistant Director of Sexual Violence Prevention & Victim Advocacy, 812-855-9381</p>	<p>Jennifer Kincaid, Title IX Officer, 812-855-4889</p>

In an emergency or where immediate help is needed, call 911.

For more information on the University’s procedures and available resources, see the Stop Sexual Violence website (<https://stopsexualviolence.iu.edu>). The Sexual Assault Crisis Service (SACS) line is also available 24- hours a day for immediate assistance for those experiencing sexual assault and other forms of sexual violence (812-855-8900).

STUDENTS WITH DISABILITIES

The University provides reasonable accommodation and services which facilitate the higher education of qualified students with temporary or permanent disabilities. The extent to which these services are supplied is based on individual student’s need and academic requirements. Students requesting assistance regarding a disability should contact the Office of Disability Services for Students.

RELIGION

Indiana University respects the right of all students to observe their religious holidays and will make reasonable accommodation, upon request, for such services. A list of dates for major religious holidays will be included each semester in the Schedule of Classes. Students wanting accommodations will contact their instructors.

CULTURAL DIVERSITY

The Bloomington Faculty Council has recommended the Vice Provost for Faculty and Academic Affairs ensure implementation of programs directed toward all new SAAs with teaching responsibilities which address standards of conduct—including those behaviors related to cultural diversity which include racial, ethnic, sexual orientation, sex, and gender identity discrimination. Therefore, each new SAA with teaching responsibilities is expected to attend the Cultural Diversity Issues Workshop during the Fall or Spring semester of the first year of academic appointment. Each SAA who teaches will be assigned to one of the scheduled workshops by his/her department. The purpose of the workshop is twofold:

1. To assist SAAs who teach in developing effective strategies for addressing issues related to all of the aforementioned cultural diversity issues in the classroom.
2. To review the enforcement procedures associated with the “Code of Academic Ethics”, and the consequences for violation.

SUBSTANCE FREE WORKPLACE

The Drug Free Workplace Act of 1988 and the federal Drug Free Schools and Campuses Act of 1990, prohibits the unlawful possession, use, distribution, manufacture or dispensing of illicit drugs and alcohol, including controlled substances, on Indiana University’s premises, or while conducting university business off university premises. In addition to possible penalties under federal and state law, failure to comply with this policy may result in any of the following sanctions:

1. Reprimand, suspension, or termination
2. Required completion of substance abuse treatment or substance abuse education program

In addition, an employee must notify his/her dean or chair of his/her conviction for violations occurring on or off university premises while conducting university business. This must be done within 5 calendar days after the conviction.

The abuse of alcohol and other drugs increases the risk for a number of health related problems. In addition, alcohol and drug abuse can contribute to a number of social, behavioral and academic work performance problems. Indiana University encourages individuals with alcohol or other drug related problems to seek assistance through their health care provider or the Employee Assistance Program at 1-888-881-LINC (5462).

DUAL STATUS OF THE SAA WITH TEACHING DUTIES

An SAA who teaches is a student as well as a member of the teaching staff. In many situations, this distinction is clear and unambiguous, but at times it results in ambiguities and potential problems. As a graduate student, the SAA is subject to the “Code of Student Rights, Responsibilities, & Conduct” (available online at: <https://studentcode.iu.edu/>) and holds full student status, including the right to vote for and hold office in Student Government. On the other hand, as a member of the teaching staff, the SAA who teaches has responsibilities in many ways identical with those of the faculty. Normally, however, SAAs teach under the supervision of one or more members of the faculty who have the responsibility for the course.

SAAS AND THE FACULTY COUNCIL

The Student Academic Appointee Affairs Committee is a standing committee of the Council; it reviews policies, recommends changes and new policies, conducts elections, and disseminates information about the status of SAAs (see also **Grievance Procedures** below).



The Bloomington Faculty Council has specified that SAAs shall: 1) be employed under a written agreement, 2) be provided a link to the *Graduate Student Academic Appointees Guide*, 3) be provided (by the supervisory faculty or departmental chairperson) a written set of guidelines detailing the teaching objectives and administrative responsibilities established by the supervisor for the course in which the SAA is to teach, 4) be terminated in mid-appointment only by the procedure specified by the Faculty Council (see Early Termination of Student Academic Appointees), and 5) be paid the established minimum stipend as defined by the FTE (see Terms of Student Academic Appointments#Stipend).

TERMS OF STUDENT ACADEMIC APPOINTMENTS

AGREEMENT FORM

Every student academic appointee is appointed under the SAA Agreement form which is available at: <https://vpfaa.indiana.edu/recruitment-hiring/hiring-guidelines/index.html>. This application, signed by both the student academic appointee and the department chairperson or dean of a professional school, constitutes the appointment agreement, one copy of which is to be returned to the appointee.

I-9 FORM

Federal regulations now require that an I-9 form (Employment Eligibility Verification) be completed on all new appointees PRIOR TO THEIR STARTING WORK. Part I of the form is to be completed by the new appointee, attesting to her/his eligibility for employment in the United States. Part II is to be completed by a representative of Indiana University attesting that **original** documents as specified on the I-9 which verify the employee's identity and employment eligibility have been viewed. If on limited status, appointment may not exceed the authorized expiration date.

PAYROLL

All student academic appointees are paid on the monthly, academic year, or summer sessions payrolls, not on the bi-weekly payrolls. Where a student's work is directly tied to an academic year or summer session program (usually the case for SAAs with teaching responsibilities), appointment is based on a semester, academic year, or summer session. Students involved in projects or work not tied to the academic year are appointed on a monthly basis with fixed starting and ending dates. All students will be required to utilize direct deposit for payroll.

STIPEND

Depending on the percentage of full-time equivalent (FTE) to which a student is appointed, the following stipend minima shall be applied for ten-month appointments:

2022-2023

FTE	Contact Hours	Minimum
50%	20	\$22,000
45%	18	\$19,800
40%	16	\$17,600
37.5%	15	\$16,500

Actual stipends often take the following factors into account: 1) responsibilities assigned, 2) personal qualifications and previous experience, 3) educational level of appointee, and 4) years of experience as a student appointee.

FTE

Student academic appointees must be appointed at a minimum of 37.5% FTE (15 standard hours per week). A 50% FTE (20 standard hours per week) appointment is considered full time. This applies to any supplemental payments and additional academic appointments. Appointments of less or greater than 50% FTE, and up to 75% FTE will require prior approval by the Vice Provost for Faculty and Academic Affairs Office. Justification for the appointment in excess of 50% FTE must be accompanied by a statement from the graduate student's major faculty advisor endorsing the exception.

ACADEMIC APPOINTEES WITH DISABILITIES

Academic appointees who wish to request an accommodation for a disability should contact the Office of the Vice Provost for Faculty and Academic Affairs.

VETERANS

The University provides services to students who are veterans. Students should contact the Office of Veterans Support Services for assistance.

Persons "who are members of the Indiana National Guard or of the reserve components or the retired personnel of the naval, air, or ground forces, shall be entitled to leave of absence from their respective duties, without loss of time or pay for such time as the members of the National Guard are in the military service on training duties of the state of Indiana under the order of the governor as commander-in-chief, or as members of any reserve component under the orders of the component authority thereof, for periods not to exceed fifteen days in any one calendar year."

GRADUATE STUDENT ACADEMIC APPOINTEES GUIDE

Every student on a graduate student academic appointment must be informed by their department that the guide for Student Academic Appointees is available online at: <https://vpfaa.indiana.edu/doc/graduate-student-academic-appointees-guide.pdf>

ENROLLMENT

Student academic appointees must be degree candidates and are expected to be enrolled each semester on appointment. Compliance with enrollment requirements for graduate students on academic appointment is monitored against the Registrar's official records.

- a) All graduate students on academic appointment at or above 37.5% FTE (15 hours of duties per week) must enroll in 6 credit hours each semester on appointment (summers excluded).
- b) All doctoral candidates who have accumulated 90 graduate credit hours and master of fine arts students who have completed 60 graduate credit hours and who have completed all course requirements for the degree except the dissertation or final project or performance, if applicable, may enroll in G901, Dissertation Research, which carries a value of 6 credit hours. (A student may enroll in G901 no more than 6 times.)

FEE REMISSIONS

Procedures for Departmental Fee Remission Awards are issued yearly by the Office of the Vice President and Chief Financial Office after consultation with the Vice Provost for Faculty and Academic Affairs.

Fee remissions may be awarded for a maximum of 30 credit hours per 12-month period beginning with the start of the fall semester with at most 12 credit hours in any semester or combined summer session. Fee remission awards also cover G901, mandatory and course-specific fees. In making student academic appointments, you should note that the following guidelines normally apply.



- a) Student must hold an appointment as an Associate Instructor, Research Assistant, Graduate Assistant, or Faculty Assistant.
- b) Student must not be appointed over 75% FTE.
- c) Student with a total FTE of 50% to 75% must be awarded a 30-credit hour fee remission with no more than 12 credit hours awarded per semester or combined summer session. Student must enroll in six credit hours per semester.
- d) Student with a total FTE of 50% to 75% for both semesters of an academic year must receive a fee remission for six credit hours of summer enrollment if they enroll for summer session(s).
- e) Student who did not hold an academic year appointment but is appointed in the summer with a total FTE of 50% or greater must receive a fee remission for six credit hours of summer enrollment if they enroll for summer session(s).
- f) Fee remissions may be awarded at less than 50% FTE, at departmental discretion.

GRADUATE WORK STUDY

Academic graduate student appointees partially funded by the federal graduate work study program are accorded all the same rights and conditions of work and stipend as other academic graduate student appointees in the Department or School.

STUDENT SUMMER APPOINTMENTS

During the summer, appointments may be made without special justification up to 100% FTE; but no exceptions will be granted beyond 100% FTE. Summer appointments are limited to the period between Commencement and the official start of the fall semester. Students appointed for a 4-week session or longer must be provided with a signed "Agreement" form.

HEALTH INSURANCE PLAN

A mandatory Student Academic Appointees Health Insurance Plan is in effect for all student academic appointees on appointment at or above 37.5% FTE for a full semester or longer. Appointee coverage becomes effective on the first day of active employment as an eligible appointee. The University or external granting agency pays 100% of the insurance premium for single coverage. Spouse and dependent coverage are also available.

DENTAL PLAN

For all SAAs appointed at 37.5% FTE or higher, the University will purchase dental benefits for the student. SAAs have the option of purchasing dental coverage for spouses and children.

Specific information regarding the policy and coverage is distributed electronically to all eligible participants. A student insurance advisor may be contacted at 812-856-4650 or studenthc@iu.edu.

For plan details see: <https://hr.iu.edu/benefits/index.html>

OTHER BENEFITS FOR STUDENT ACADEMIC APPOINTEES

The University provides specific benefits for employees who are injured or incur an occupational disease while performing their duties. The benefits include medical attention, hospital care, compensation for time lost and compensation for permanent disability. Detailed information covering these benefits is available in the IU HR- Worker's Compensation Department (812-855-4847) or workcomp@iu.edu. It is important that all on-the-job injuries be reported immediately.

OTHER TYPES OF SUPPORT

Graduate Fellowships

Graduate Fellowships are offered by departments, schools, or the University to selected graduate students. The stipends attached do not require specific duties and are excludable from taxable income to the extent they are actually used to pay for tuition and course-related books and expenses. All fellowship recipients must be enrolled full-time. A full-time course load is defined by each school, but may in no case be less than 6 credit hours per semester without special permission.

REAPPOINTMENT OF STUDENT ACADEMIC APPOINTEES

Reappointment is contingent upon: 1) reasonable progress toward the graduate degree, 2) satisfactory discharge of duties in previous appointments, 3) conformity to University policies during previous appointments, 4) availability of funds, and 5) the specific appointment policies of the Department or School.

For appointments expiring at the end of the spring semester, the school or department shall make every effort to send out written notices on or before June 1, concerning the status of reappointment. Such notification will inform the appointee whether the reappointment will or will not be offered or whether the decision regarding reappointment is deferred, as the case may be.

EARLY TERMINATION OF STUDENT ACADEMIC APPOINTEES

The termination of student academic appointees prior to the normal expiration is expected to occur only under extraordinary circumstances. Accordingly, the causes and procedures associated with termination are uniformly defined for all schools. They are set forth below:

- a) Termination by mutual agreement between the appointee and the department chairperson or dean may be effected at any time. The Bloomington Provost must be advised of such an action by written notification signed by both the appointee and the department chairperson or dean.
- b) An appointee may terminate the appointment at the end of a semester's duties for reason of personal hardship. This should be affected by written notification to the department chairperson or dean and to the Provost at least four weeks prior to the end of the semester. Only in the case of the most severe personal hardship or in the case of unalleviated breach of agreement by the University should termination occur during a semester.
- c) The appointment is subject to termination by the department chairperson or dean, if the enrollment of the appointee in his/her departmental graduate program ceases.
- d) The appointment is subject to termination by the department chairperson or dean or by the Provost for serious failure in assigned duties or for conduct otherwise at severe variance with that normally expected of University appointees. This termination must be affected by written notification to the student appointee, and whenever possible, it will become effective at the conclusion of a semester's duties. If, however, in the judgment of the person initiating termination, continuance of the student appointee in his/her position to the semester's end would cause grave harm to a segment of the University community or a gross breach of the University's educational obligations to students, termination can occur during the semester. In this case, the student appointee must first be placed under suspension from duties with pay for 14 days pending initiation of an appeal.

GRIEVANCE PROCEDURES

An SAA is entitled to appeal actions or conditions affecting his/her role, including such matters as dismissal, academic freedom, reappointment, and the nature and conditions of work. Issues regarding discrimination should be referred to the Office of Affirmative Action. In appeals of research misconduct, however, the SAA should consult with the Bloomington Campus Research Integrity Officer, in the Office of the Vice Provost for Research. Further information and procedures related to research misconduct are available at:

<https://policies.iu.edu/policies/aca-30-research-misconduct/index.html>. Student academic appointees are encouraged to seek redress of grievances at the departmental and/or unit level. Beginning at that level and progressing to higher administrative levels only when redress is not obtained, facilitates the



appeal process and increases the likelihood of a satisfactory outcome. If a satisfactory resolution cannot be reached at the department or unit level, the appeal may be taken to the Student Academic Appointee Mediation Committee of the Faculty Council, and, ultimately, to the Student Academic Appointee Board of Review.

DEPARTMENTS AND ACADEMIC UNITS

All departments and academic units involved in supervising SAAs should establish and maintain internal procedures for reviewing graduate student grievances and complaints related to the terms and conditions of their academic appointments.

These procedures should: (1) ensure a timely response to SAA complaints, (2) clearly establish an appeal structure for disputes that cannot be resolved through mutual agreement among the SAA and his/her immediate supervisor, (3) be provided, in written form, to all SAAs at the time of their appointment, (4) also be provided to all supervising faculty and administrators, as well as to any unit administrators with responsibilities for reviewing and adjudicating SAA grievances, at the time when they begin their supervisory duties or assume their office, (5) aim to protect confidentiality and the rights of all involved, with particular sensitivity to the complexities of graduate student instructors' dual status as teachers and students and the potential for the pursuit of teaching related grievances to have negative ramifications on other aspects of the SAA's education and professional life, (6) ensure that once an SAA initiates a complaint, he or she is notified in a timely manner whenever information regarding that complaint is placed in his/her personnel file, and (7) inform the SAA of avenues of appeal beyond the departmental or unit level, pursuant to Bloomington Faculty Council policy establishing the SAA Mediation committee and the SAA Board of Review.

SAA MEDIATION COMMITTEE OF THE FACULTY COUNCIL

If a grievance cannot be resolved at the departmental or unit level, the SAA may bring the grievance to the SAA Mediation Committee. SAA Mediation Committee information is available at: <https://vpfaa.indiana.edu/policies/bl-aca-d23-saa-mediation/index.html>.

The SAA Mediation Committee is drawn from the membership of the BFC Student Academic Appointees Affairs Committee. The Mediation Committee shall be composed of no fewer than five members, including no fewer than two graduate student members. In cases involving dismissal or academic freedom, the SAA Mediation Committee will meet as a full body; in cases involving the nature or conditions of work and reappointment, the Committee may meet in subcommittees or panels of no fewer than two members (at least one of whom must be a graduate student). Although membership of the SAA Mediation Committee varies from year to year, it is expected that the same roster of Committee members shall complete the investigation and mediation of any case they have begun to consider. If a member of the SAA Mediation Committee is involved in a case before the Committee, or is a member of a department (or a school which is not departmentalized) from which a case arises, he or she shall be disqualified to hear or to investigate the case. A member of the SAA Mediation Committee shall also disqualify himself or herself from hearing or investigating a case whenever the member believes it difficult to render an impartial judgment. No member of the SAA Board of Review can serve concurrently on the SAA Mediation Committee. The SAA shall initially notify the Chair of the BFC Student Academic Appointees Affairs Committee in writing of her/his intention to bring the grievance before the Committee. Members of the SAA Mediation Committee shall address each grievance impartially, investigate it thoroughly, and base their findings on sound knowledge of University policies and procedures.

The Committee should strive to resolve grievances through flexible procedures and encourage discussions between the parties to the grievance. The meetings of the Committee shall be informal with no stenographic record kept. Where appropriate, SAAs may opt to seek mediation through other organizations, such as the Affirmative Action Office, the Office for Women's Affairs, the Gay, Lesbian, Bisexual, and Transgender Anti-Harassment Team, the Racial Incidents Team, the Gender Incidents Team, the Religious Bias Incidents Team, or the Student Advocates Office. SAAs pursuing such alternatives may not concurrently bring a case before the Committee; however, pursuing these alternatives does not preclude the SAA from subsequently bringing the grievance to the SAA Mediation Committee.



If mediation of the grievance fails, the SAA Mediation Committee reports its findings in writing to the grievant and to all parties named in the grievance. On request from the grievant, the committee informally may give its opinion of the merit of the grievance and whether it should be taken to the SAA Board of Review. This opinion shall not constitute evidence before the Board. On request, the Committee shall assist the grievant in drafting a statement of the grievance and may assist the grievant in other ways in preparing a case for presentation to the Board. However, the Committee may not represent the grievant before the Board.

SAA BOARD OF REVIEW

See complete policy at: <https://vpfaa.indiana.edu/policies/bl-aca-d24-saa-board-of-review/index.html>.

If resolution of the grievance cannot be reached at the departmental or unit level, or through the SAA Mediation Committee, the SAA may bring the grievance before the SAA Board of Review. The BFC annually elects three faculty members to the SAA Board of Review. No more than two members of the Board may be elected from a single academic division of the University. At least one member should have previously served on the Faculty Board of Review. Each year, the Graduate and Professional Student Organization (GPSO) supplies a list of graduate students for potential membership on the SAA Board of Review. The BFC members select three members from this list to also serve on the Board. An SAA seeking further review shall notify the Chair of the SAA Board of Review in writing of her/his request for review by the Board. His/her written statement should clearly specify the nature of the complaint, the person(s) grieved against, the remedy sought, and the reasons why the remedy is appropriate. The written statement of complaint should be submitted within two months of the incident or series of incidents that gave rise to it. This time limit may be waived at the discretion of the Board. If the case falls within the Board's area of jurisdiction, a formal, private, hearing shall be scheduled no sooner than ten days and no longer than thirty days after the respondent has received notice of the complaint.

Prior to the hearing, the Chair of the SAA Board of Review shall send a copy of the grievance to all parties grieved against. These persons shall submit a response to the Board within ten days of the receipt of the grievance. The Chair will distribute copies of the grievance, the response, and any supporting documentation filed by either party to all Board members. Both parties will submit a list of witnesses, if any, to the SAA Board of Review. The Board will notify these witnesses of the date, time, and place of the hearing. Additional materials may be submitted to the Chair at the hearing for distribution to all involved. The Board also may request testimony or written statements from witnesses not called by either party. In the hearing before the Board, both parties shall have the right of counsel, or a representative of his/her choice. Both parties to the dispute, or their representatives, may question witnesses presented by the other party. Upon the conclusion of the hearing, the SAA Board of Review shall make its written recommendation to the Provost within ten days. All parties will receive copies of the recommendation at that time. The Board will maintain a record of all papers filed and will arrange for the tape recording of the hearing. Upon conclusion of the hearing, these records shall be kept on file for a period of five years in the BFC Office.