

Salisbury University Graduate Assistant Policy

Prepared in pursuant to USM Policy III-7.11

Effective September 1, 2011

I. Purpose

Graduate Assistants are, first and foremost, graduate students pursuing an education. The opportunity to work closely with faculty and undergraduate students in teaching, research, or administrative environments is an integral part of that education. The University is committed to ensuring that graduate assistant assignments are productive, enhance student qualifications, meet funding support and workload goals, and are consistent with the educational objectives of the student and his or her program.

Salisbury University supports graduate students by:

1. Advancing the student's graduate education through practicum-based experiences, including the development and application of teaching, research and other skills, while also advancing the mission of the institution.
2. Providing financial support, including stipends and tuition assistance, to aid degree-seeking students enrolled in SU masters programs and appointed as graduate assistants in the pursuit of their graduate degrees.

II. Types of Assistantships

Salisbury University has three types of assistantships available. Each graduate assistant should be placed into one of these categories. On occasion, graduate assistants may have appointments in more than one category.

A. Graduate Assistant – Teaching (GA-T)

The specific duties vary across disciplines and departments but generally involve the following:

1. Assuming teaching responsibility for a laboratory or discussion session of a course
2. Assisting a faculty member in the grading, advising, and preparation of materials for a course(s)
3. Assisting in general departmental administrative duties, such as advising, help sessions, presentations, workshops, etc.
4. Coaching in Athletics.

B. Graduate Assistant – Research (GA-R)

The specific duties vary according to the nature of the research but generally involve the following:

1. Assist with design of research components.
2. Assist with research and data gathering.
3. Provide data input and reports.

C. Graduate Assistant – Administrative (GA-A)

Perform administrative support functions in an office setting. There is a wide range of duties including the following examples:

1. Assist with program development and assessment.
2. Recruitment functions.
3. Planning and participating in special events.
4. Providing guidance to undergraduate organizations.
5. Assist with public relations.
6. General administrative support functions.

III. Eligibility

To be eligible for an assistantship, students **must** be admitted to a degree-seeking Master's program. Appointments are also contingent upon maintenance of minimum credit requirements and good standing (3.0 cumulative GPA) in a graduate degree program at Salisbury University.

IV. Financial Assistance and Benefits

A. Tuition Waivers

Graduate Assistants are eligible to receive a stipend and a guaranteed tuition waiver of up to 18 credits per fiscal year (Summer II, Fall, Winter, Spring, Summer I). To be eligible for the tuition waiver, students must enroll for a minimum of six credits in the fall and spring semesters.

Students are eligible for a tuition waiver in the semester in which employment begins. To receive a waiver during Winter or Summer sessions, student must have been employed in the preceding semester and not have exceeded their 18 guaranteed credits.

Tuition is waived only for graduate courses applicable toward degree requirements. No waiver may be used for undergraduate credits unless they are required for a degree program. Waivers cannot be applied to courses taken for audit.

Any unused portion of the waiver expires at the end of the academic year and may not be carried over to the next year.

Waivers do **NOT** cover university fees. **Graduate Assistants are responsible for all academic fees and tuition beyond the waiver allotment.** These must be paid by the due date or a late fee will be assessed.

B. Tuition Rates

Graduate Assistants receive tuition at the in-state rate. This combined with tuition waivers may affect existing financial aid packages. If an assistantship is terminated or not renewed, aid packages will need to be reevaluated. Graduate Assistants are responsible for reporting this information to the Financial Aid Office in a timely manner.

C. Residency

Graduate Assistants are billed at the in-state tuition rate during their appointment, including any credits taken over and above the guaranteed 18 waived credits. This does not affect official residency status which was decided upon admission. Therefore, if an appointment is terminated or not renewed, the student will be charged in accordance to their residency status for all future credits.

D. Payroll

Payroll is issued bi-weekly. As a condition of employment, all employees are required to use direct deposit. Due to processing, it takes an average of four weeks to receive your first payment.

For Graduate Assistants performing teaching or research activities, the related tuition waiver will not be subject to taxation. For Graduate Assistants performing administrative functions, the related tuition waiver will be subject to taxation and withholding. The amount of the taxable tuition waiver will be reported on a W-2 form.

E. Leave Benefits

Graduate Assistants on a 12-month appointment shall be granted 20 hours of paid leave in addition to any institutional holidays or other days that the institution is closed. This leave must be scheduled at time that does not conflict with the job duties of the position and must be approved in advance by the supervisor.

F. Orientation and Information

Graduate Assistant information can be found at:

http://www.salisbury.edu/gsr/gradstudies/grad_assistantships.html. Additional information for all graduate students is located in the Graduate Handbook at:

<http://www.salisbury.edu/gsr/gradstudies/docs/Salisbury%20University%20Graduate%20Student%20Handbook%202011-12.pdf>.

V. Appointments

A. Length

The length of appointment may be for a single term, an academic year, 12- months or multiple years, based on the recommendation of the dean, department chair or graduate program director.

Full-time Graduate Assistants are required to work 20 hours per week. Students must take at least 6 credits.

Half-time Graduate Assistants are required to work 10 hours per week. Students must take at least 3 credits.

B. Appointment Letters

Students will be notified of appointments with an official Letter of Appointment (located at: http://www.salisbury.edu/gsr/gradstudies/grad_assistantships.html) from the Office of Graduate Studies and Research. This letter will provide students with the following information:

- Length of appointment
- Starting and ending dates of the appointment
- Time Commitment
- Job Duties
- Stipend Amount and Tuition Waivers
- Hiring Department and Supervisor
- Contact information to obtain additional information

This does not preclude departments from issuing correspondence and offers to candidates. However, the Graduate Assistant Letter of Appointment/Contract is the official offer letter and must be completed and returned to the Office of Graduate Studies and Research for final approval.

C. Renewal of Appointment

Students may be re-appointed to assistantships for successive terms, but renewal is not automatic or guaranteed. Factors entering into a decision to reappoint a graduate assistant may include:

- Satisfactory academic performance and progress toward degree;
- Satisfactory performance of assigned assistantship responsibilities and duties;
- Availability of funds;
- Departmental or institutional limits on the number of years for which an assistantship may be held; and

- Specific departmental needs, constraints and policies, including efforts to allow a large number of qualified students to benefit from assistantships.

Departments are expected to notify students of appointment renewals at least 60 days before the date upon which the appointment is to begin.

Departments unable to meet that notification deadline must provide justification which may include, but is not limited to, uncertainty in departmental funding and course enrollments.

This does not prevent departments from creating new appointments based on enrollments, funding and other factors within the 60 day deadline.

D. Termination of Appointment

A student may terminate their assistantship at any time by providing 30 days written notice to the Department Chair, Graduate Program Director and the Office of Graduate Studies and Research.

The reporting supervisor may also terminate an appointment for reasons such as absenteeism, inferior work performance, poor academic performance or conduct code violation. Supervisor must provide written notice of termination to the student, Graduate Program Director and the Office of Graduate Studies and Research.

In all cases where an appointment is terminated prior to the end of a term in which the student is registered, whether termination is by the student or the supervisor, the waiver of tuition for that term may be cancelled or pro-rated.

VI. Job Expectations

A. Job Duties

Graduate Assistants will be notified of expected duties per their official Letter of Appointment from the Office of Graduate Studies and Research.

B. Dress Code

Graduate Assistants working within an office setting are expected to dress in a business casual manner. Graduate Assistants working in other areas should discuss appropriate dress with the hiring supervisor.

C. Breaks

Students who work five consecutive hours or longer are required to take a 30 minute unpaid break.

VII. Professional Conduct

Salisbury University is committed to creating a campus climate that is respectful and in accordance to the laws of the State of Maryland. All employees, including Graduate Assistants, are expected to abide by university policies in regards to sexual misconduct, discrimination, and academic integrity. Any Graduate Assistant found in violation of these policies will face disciplinary action.

A. Confidentiality

Graduate Assistants may have assigned job duties that require access to sensitive information. As such, Graduate Assistants are required to treat such information in a highly professional and confidential manner. Any student who is found in violation of this will face disciplinary action.

B. Sexual Harassment Policy

Salisbury University encourages an atmosphere of physical, psychological, and social wellbeing which offers all members of the University community an environment that provides opportunities to work, learn and develop with the human dignity that caring individuals bestow on one another. As a result, intimidation and harassment of any kind and, specifically, harassment motivated by gender, race, religion, national origin, sexual orientation, age, or disability are expressly prohibited. Discriminatory harassment of all types is serious. When it occurs between faculty and students or between supervisors and subordinates, it exploits the unequal power structure inherent in these relationships. When it occurs between students or co-workers, it may create an intimidating or hostile environment in which to learn or work. It is unacceptable conduct and will not be tolerated by the University.

Salisbury University defines sexual harassment to include unwelcome sexual attention, unwelcome requests for sexual favors and other verbal or physical behavior of a sexual nature when

- submission to the conduct is either explicitly or implicitly a term or condition of an individual's academic or work program; and
- submission to or rejection of the conduct by an individual is used as the basis for academic or work decisions affecting that person.

In addition, sexual and other discriminatory harassment can include conduct that unreasonably limits an individual's ability to fully participate in work or school, interferes with work or academic performance, or creates a hostile, offensive, or intimidating work or academic environment and has no legitimate relationship to the subject matter of the course or the demands of the workplace.

This policy shall not be construed so as to abridge the right to academic freedom that is consistent with the University's mission and federal and state law.

Sexual and other discriminatory harassment violate Salisbury University policy and may violate federal and state civil or criminal law. Persons who feel that they may have been subject to harassment based on their protected status should immediately seek assistance and report their concerns using the Salisbury University Procedures for Pursuing Complaints of Sexual or Other Discriminatory Harassment. Retaliation against a person who makes a complaint of harassment prohibited by this Policy or is a witness in a harassment investigation is also expressly prohibited by this Policy.

In addition, due to the potential for serious harm to innocent persons, the filing of a known untruthful complaint of harassment is also expressly prohibited. The failure to prove to the Fair Practices Officer or the hearing committee that discriminatory harassment has occurred is not, by itself, evidence that a knowingly untruthful complaint has been made.

For the full policy please visit

http://www.salisbury.edu/diversity/eoo/Sexual&DescrHarrPolicy_SU_Rev.02.09.pdf

C. Equal Opportunity Statement

Salisbury University has a strong institutional commitment to diversity and is an Affirmative Action employer, providing equal employment and educational opportunities to all those qualified, without regard *age, class, citizenship, color, disability ethnicity, gender, genetic information, immigration status, national origin, race, religion, sexual orientation, and veteran status*. The University adheres to [Federal](#) and [State](#) AA/EEO laws and University System of Maryland Board of Regents Policies Section VII General Administration: [VI-1.00](#), [VI-1.05](#), [VI-1.10](#), [VI-1.30](#), [VI-1.20](#)

Salisbury University values diversity among our students, faculty, and staff and believes that interactions with those holding varying perspectives, backgrounds, and beliefs contribute to a well-rounded educational experience and promotes personal and professional development. Understanding and acceptance of others is of ever-increasing importance in today's world.

IX. Forms

The following forms must be completed for all Graduate Assistantships ar located at:
http://www.salisbury.edu/gsr/gradstudies/grad_assistantships.html.

1. Graduate Assistant Letter of Appointment/Contract
2. Employee Withholding Allowance Certificate/W4
3. SU Policy Sign-Off Sheet
4. Direct Deposit Authorization
5. Graduate Job Description
6. Graduate Bio Data Form

7. Payroll Authorization Form
8. Tuition Remission Form and Tuition Affidavit
9. I9 – Must be completed on the first day of employment.

X. Graduate Assistant Shared Governance

Salisbury University believes strongly in the shared governance model. The University is actively developing a Graduate Student Council that will include significant representation from graduate assistants. This council will have regular access to highest levels of SU administration. The council is expected to be functional during fall 2012.

XI. Graduate Assistant Grievance Procedure

The University is an academic and collegial community. Regular and clear communication between Graduate Assistants (GA) and their supervisors is essential to maintaining an effective educational environment. GAs who believe their work experience is not in conformity with the *Graduate Assistant Policy* may seek a review in accordance with this Section.

In all instances, the GA should attempt to resolve these matters locally, collegially, and informally. If the difficulty has not been resolved to the GA's satisfaction through informal means, then he or she may elect to file a formal grievance.

A. Informal Consultation

The Graduate Assistant should first attempt to resolve any difficulty by discussing the situation with his or her supervisor as expeditiously as possible. If a satisfactory resolution is not reached, the GA should next discuss the situation with the Chair of the Department or follow "the chain of command" for the unit in which they are employed.

B. Formal Grievance

Most problems related to assistantships are resolved through informal consultation. If a problem has not been solved informally to the GA's satisfaction, he or she may initiate a formal grievance. The formal procedures outlined below are intended to provide a mechanism through which grievances related to assistantships can be formally made and decided.

C. The Graduate Assistant Formal Grievance Procedure:

If a satisfactory resolution has not been achieved following informal consideration, the GA may initiate a formal grievance by sending a letter to the Dean of her or his academic School or Vice President of the unit where he or she is employed, copying the Dean of

Graduate Studies and Research. To be considered, it must be received within 30 calendar days from the action involved or from the GA having reasonable knowledge of it. Under exceptional circumstances, that deadline may be extended. The letter must be signed and:

- a) Contain a clear description of the facts giving rise to the grievance; and,
- b) Be copied to the GAs supervisor
- c) Be Copied to the Dean of Graduate Studies and Research
- d) Propose a solution

Upon the receipt of the letter, the unit head (Dean or Vice President) will render a decision, informing the GA, the supervisor and the Dean of Graduate Studies and Research within 10 working days. If the GA finds the solution unacceptable, he or she may appeal to the Dean of Graduate Studies and Research. This appeal must be sent within 10 working days of the unit head decision. The letter must clearly state why the proposed solution is unacceptable.

Upon receipt of a letter of formal grievance, the Dean of Graduate Studies and Research will offer to meet with the GA and the supervisor, either individually or together, before proceeding. The Dean of Graduate Studies and Research may also consult with the unit head and other persons knowledgeable about the policies and practices involved. If no solution (agreeable to all parties) can be reached through these discussions within 10 working days, the Dean of Graduate Studies and Research shall refer the matter to a Graduate Appeals Panel. If a solution is reached, a letter detailing the solution will be sent to all parties.

The Dean of Graduate Studies and Research shall appoint a Graduate Appeals Panel consisting of two graduate faculty (one of whom shall chair the panel) one graduate student, and as appropriate, an HR representative to review the matter and make a recommendation. Neither the faculty nor the graduate student appointed to the Panel will be from the department or unit involved in the grievance. Additionally, if the grievance involves the office of Dean of Graduate Studies and Research, the Dean shall remove himself/herself from the proceedings and the Provost shall appoint someone to oversee the process. The Dean of Graduate Studies and Research will provide the panel with the letter of formal grievance and the written response(s). The panel shall offer to meet with the GA and the supervisor.

This Panel shall endeavor to convey a written decision and, where appropriate, the remedy, to all parties involved within 15 calendar days of receipt of the letter of grievance.

The Panel shall provide the Dean of Graduate Studies and Research a written report containing a statement of the issues, the panel's findings of fact, the controlling policy provisions, the panel's conclusions regarding the merits of the grievance, and a recommended disposition of the grievance, including any suggested remedy.

The decision, and proposed remedy, of the Graduate Appeals Panel, shall be final.

D. General Principles Controlling Formal Graduate Assistant Grievance Procedures

These procedures are not intended to mimic a courtroom and be adversarial in nature. Rather, they are formal in the meaning of offering a structured method to investigate, weigh and remedy differences. They are designed to preserve collegiality and minimize injury to the student-faculty relationship. Because grievances, if not made known or not considered expeditiously, threaten the learning experience, GAs, faculty, and administrators share responsibility alike to deal with them promptly. Experience has shown that the following rules promote the orderly and efficient disposition of grievances. Accordingly, they shall be observed:

- a. There is a burden of proof. The GA has the responsibility of convincing the unit head (Dean or Vice President), the Dean of Graduate Studies and Research or the Graduate Appeals Panel of three things: a) that the *Graduate Assistant Policy* has not been followed; b) that the GA has been adversely affected; and c) that any proposed solution is inappropriate.
- b. All matters to be considered in support or defense of a grievance should be made known as early in the informal process as possible. Absent extenuating circumstances, matters not raised in the informal process should not be considered in the formal process. In both the informal and formal process, it is the responsibility of the GA and faculty member, respectively, to produce in a timely way the evidence they each wish considered, including any documents and witnesses.
- c. The Grievance Procedure is not a trial. Formal rules of evidence commonly associated with criminal and civil trials may be counterproductive in an academic investigatory process and shall not be applied. The unit head, Dean of Graduate Studies and Research, and Graduate Appeals Panel shall give effect to the rules of confidentiality and privilege, but shall otherwise accept for consideration all matters which reasonable persons would accept. Unduly repetitive, irrelevant, or personally abusive material, however, should be excluded. They may also consider matters within the common knowledge and experience of University faculty, including published policies of the University System of Maryland and Salisbury University.
- d. The GA may be assisted at any meeting by another person. Although the GA is expected to take an active role in all meetings, the other person may help with the presentation of arguments and evidence.
- e. The University has in place other grievance procedures and administrative processes designed to address specific types of claims. These are meant to be the exclusive avenue for review and redress. Grievances that by their subject matter may be considered under other established institutional procedures must be brought under those procedures and may not be

considered under these procedures. Matters pertaining to the general level of wages, wage patterns, fringe benefits, or to other broad areas of financial management and staffing are not grievable. These procedures also may not be used to challenge faculty judgment about a GA's academic performance (including, for example, test scores, grades, waivers, dissertation defenses and other indicia of mastery of subject matter and taught skills).

- f. The filing of a grievance does not relieve the GA of the obligation to perform all duties as assigned unless and otherwise decided. Financial awards (e.g., "back pay", "damages", "compensation", and "raises") may not be awarded. The acceptance of a proposed remedy by the GA shall terminate the grievance process. The matter may not then be further considered or additional remedies sought under the campus procedures.
- g. A decision may not be made at any step that conflicts with or modifies a policy, regulation, or grant of authority approved by the Board of Regents, the Chancellor, the President, the Provost, or the Faculty Senate or with any applicable Federal or State of Maryland law.
- h. Only currently enrolled Salisbury University graduate students may initiate a formal grievance. The grievance must pertain to the GA's personal services, not those of another GA. Group grievances are not permitted, although similar grievances may be consolidated and processed together as a single issue. As a general matter, where a number of individual grievances have been reduced into a single grievance, not more than three GAs selected by the group may be excused from their duties to attend. But they may attend (no matter how many) if they do not need to be excused from their duties.
- i. Because it is critical to address potentially corrosive grievances sooner than later, and because the remedies available are prospective, the time requirement established for initiating a formal grievance is necessary to the effective administration of the graduate program. Time requirements are measured from the first occurrence of an event; "continuing" wrongs are not recognized for the purpose of satisfying time requirements.