

## **POLICIES FOR GRADUATE ASSISTANTSHIPS**

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### **Introduction**

Graduate Assistants are, first and foremost, graduate students pursuing an education. The opportunity to work closely with faculty members and undergraduate students in teaching, research, or administrative environments is an integral part of that education.

Graduate students who hold assistantships benefit educationally and professionally. They gain further expertise in their field; enhance their research skills and develop pedagogical skills; acquire experience in leadership, interpersonal effectiveness, and performance evaluation; acquire academic administrative experience; and enjoy collegial collaborations with advisors that may result in joint publications and other professional activities. Skills learned in assistantships prepare students not only for the academy, but also for corporate, government, and nonprofit organizations.

Assistantships also provide graduate students with the financial resources necessary to pursue their degrees. This financial support—stipend, tuition remission, and benefits—is part of the University’s commitment to the success of our graduate students.

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.

## **I. GENERAL POLICIES**

### **Categories**

The official title of Graduate Assistant (GA) is used in all university documents, but, in general practice, Graduate Assistants are referred to either as Graduate Teaching Assistants (TAs), Graduate Research Assistants (RAs), or Graduate Administrative Assistants (AAs). Additionally, a small number of Graduate Assistants serve as resident life counselors. Qualified graduate students often move between these kinds of appointments during their graduate education.

### **Administration**

Graduate Assistants at the University of Maryland, College Park are under the direct supervision of the department, program, or unit that offers the appointment. The department determines the GA's assignment, supervises his or her work, and recommends him or her for reappointment and promotion to various stipend or compensation levels. The department is the primary source of information for the details of the assistantship. Within the department, the GA's work assignment is determined by the Department Chair, the Director of Graduate Studies, any duly appointed executive committees and assistants to the chair, and/or the faculty member assigned to supervise the GA's particular course, laboratory session, or research project. Graduate Administrative Assistants are under the supervision of the heads of the academic or non-academic units in which they work.

### **Student Status**

A Graduate Assistant is on an academic appointment not involving academic tenure. The appointment may be full-time (20 hours per week) or half-time (10 hours per week).

GAs holding regular 20-hour appointments are considered full-time students by the University if they are registered for at least 24 units. GAs who hold half-time (10 hour) assistantships are considered full-time students if they are registered for 36 units. Audited courses do not generate units and cannot be used in calculating registration status. Individual departments or graduate programs may have higher registration requirements for their GAs.

### **Qualifications**

A Graduate Assistant must be a registered graduate student in good standing enrolled in a degree program at the University of Maryland, College Park and must be making satisfactory progress toward the degree. Appointments are normally given to those students who have shown superior aptitude in their field of study and who appear likely to render a high quality of service to the university by their teaching or research

activities or their administrative work in a unit. Advanced Special Students are not eligible to hold Graduate Assistantships.

In rare instances, an appointment of a Graduate Research Assistantship (RA) may be made for a graduate student who has been admitted into a graduate degree program at another campus within the University System of Maryland. In this exceptional case, the student will be supported by a Principal Investigator whose research contract or grant is administered by the College Park campus. The student's tuition, benefits, etc. will also be paid from research funds.

### **English Proficiency Requirements for International Students**

International Teaching Assistants (ITAs) who are non-native speakers of English are required to undergo an evaluation of their spoken English abilities by the Maryland English Institute (MEI). The ITA Evaluation is not required of students who serve only as graders or researchers, or whose entire education has been in the U.S, United Kingdom, Ireland, English-speaking Canada, Australia, New Zealand, Anglophone Africa, or Commonwealth Caribbean. Students must pass the ITA Evaluation prior to being assigned teaching duties, including duties in labs. This requirement may not be waived.

The Graduate School pays the fee for the ITA Evaluation for students who have been formally appointed as TAs. All other students are responsible for paying this fee. If the department wishes to cover the cost of the evaluation for those students, the Graduate Director must indicate this in writing on the referral form.

Students who fail the ITA Evaluation are required to take an English course. On the basis of the evaluation results, MEI will place the student into either UMEI 006 (pronunciation) or UMEI 008 (broader communication patterns). If the student has been formally appointed as a TA, the department is responsible for the tuition of the course and may not pass the cost of this instruction on to the student. If the student fails the ITA evaluation and is not an ITA, the student is responsible for paying tuition for the course. Tuition remission cannot be used for UMEI courses.

Full details regarding the ITA Evaluation can be found at <http://www.international.umd.edu/mei/572>.

## **II. APPOINTMENTS**

### **Appointment, Reappointment, Duration of Appointment**

Most Graduate Assistants are appointed either for a regular academic year (9.5 months) or for 12 months. Some appointments may be for a shorter period. The academic-year appointment begins in mid-August and ends in May. Students may be reappointed one or more times at the discretion of the department in which they serve. To

allow a larger number of qualified students to benefit from assistantships, many departments limit the number of years that a graduate student may serve as an assistant in any capacity.

Each department is responsible for determining and communicating its own specific criteria, within the limits of university policy, for assessing student qualification for appointment and reappointment to a graduate assistantship. In general, reappointment is dependent upon satisfactory performance and normal progress toward a graduate degree. As with all university faculty and staff positions, appointment and reappointment are contingent upon the availability of funds.

### **Letters of Appointment**

It is the responsibility of the department to notify the graduate student in an official letter of the final offer of appointment. These letters provide information on the terms of the assistantship and should be explicit and clear with respect to workload expectations. A template can be found at the following link:

<http://www.gradschool.umd.edu/gss/forms>.

### **Performance Reviews**

Each department is responsible for determining procedures for review and evaluation of Graduate Assistants and for informing GAs of these procedures. The process of evaluation will vary by departments, and may include written assessment of work by an individual faculty member, classroom visitation by designated faculty members, and written student evaluations. The results of reviews and evaluations should be discussed with the GA concerned.

### **Termination or Loss of Support**

A Graduate Assistant's appointment may be terminated before the expiration of its designated term for loss of funding, for cause, for academic delinquency, by written notice, and by voluntary mutual agreement.

- A. *Loss of Funding.* A graduate assistantship may be terminated on account of a loss, reduction, or reallocation in appropriation, grant, contract, gift, or other funds with which to support the appointment. Subject to the fiscal priorities of the unit, programs will make a good faith effort to find alternative funding for the full term of the appointment for a GA who is in good standing and making satisfactory progress to degree. The University will give the GA 30 calendar days written notice of termination for loss of funding.
- B. *Cause.* An appointment may be terminated immediately for cause. The following are examples of sufficient cause for removal: incompetence, inefficiency, wanton carelessness or neglect of duty, insubordination,

repeated or extended absence, and misconduct related to the GA's suitability or capacity to continue to perform assignments. A GA may be suspended from responsibilities without pay pending the investigation of cause for termination of the appointment.

- C. *Academic Delinquency.* An appointment may be terminated if the GA is not making satisfactory academic progress to a degree or is otherwise not in good academic standing. The termination shall be in writing and may be immediate or with such notice as the University believes compatible with the GA's academic situation, not to exceed 30 calendar days.
- D. *Written Notice.* An appointment may be terminated by delivery of 30 days written notice to the GA.
- E. *Voluntary Agreement.* With the agreement of the University, an appointment may be terminated by the voluntary written resignation of the GA.

### Special Appeals Procedures

A Graduate Assistant whose appointment shall be terminated for the reasons A., B., C., or D., above, may obtain a review by the Chair of the Department under the Informal Consultation procedure in Section VII, below. Thereafter, if desired, the GA may obtain a special review by the Dean of the unit where the assistantship is located.<sup>1</sup> The GA shall initiate the formal review by sending a letter to the Dean with copies to the faculty member and the Department Chair. To be considered, the letter must be received by the Dean within 15 calendar days from the date the GA is first informed of the intent to terminate the assistantship.

The grounds for appeal in terminations based on *Loss of Funding*, *Academic Delinquency*, and *Written Notice* shall be prejudicial procedural error and/or a violation of substantive due process.<sup>2</sup> The burden of proof in these types of termination shall be upon the GA. The burden of proof in terminations for *Cause* shall be on the faculty member to demonstrate that cause exists and warrants termination.

Upon receipt of the letter requesting formal review, the Dean will:

1. Solicit a written response from the faculty member; and,
2. Offer to meet with the GA and the faculty member, either individually or

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<sup>1</sup> For assistantships in non-academic units, "Dean" shall mean the Vice President of the division.

<sup>2</sup> A termination would violate substantive due process if it is arbitrary or capricious or if it were based on an illegal or unconstitutional consideration.

together, before reaching a decision. The Dean shall consult with the Department Chair and such other persons as the Dean believes may be knowledgeable about the matter. The Dean shall endeavor to convey a written decision and, where appropriate, the remedy, to the GA and the faculty member within 10 calendar days of receipt of the letter requesting formal review.

3. The decision of the Dean shall be final in all matters pertaining to the review.

### Renewal and Non-Renewal of Appointment

The University does not guarantee an appointment as a Graduate Assistant will be renewed at the end of its designated term. Although appointments are often renewed, the University cannot promise and there can be no expectancy that a graduate assistantship will be continued over an extended period of time.

### **III. DUTIES AND TIME COMMITMENTS**

The assigned duties of a Graduate Assistant are consistent with the objectives of the teaching and research missions of the university, including the objective that assistantships are to be educationally productive for graduate students. Workload expectations of the department, and of the student's advisor/supervisor, should be explicit and clear. The appointment may be full-time (20 hours per week) or half-time (10 hours per week).

Departments are to provide work assignments that GAs receiving full stipends can satisfactorily complete in no more than a 20-hour average work week, and are to ensure that GAs spend no more than 20 hours per week on average throughout the term of appointment on work unrelated to their research. The actual number of hours required to complete assignments in any given week may vary.

#### **Graduate Teaching Assistants**

The specific duties of Graduate Teaching Assistants (TAs) vary across disciplines and departments. For the majority of teaching assistants, however, assignments and responsibilities fall into four categories:

- Assuming teaching responsibility for a laboratory or discussion session of a course;
- Assuming teaching responsibility for a classroom section of a multi-sectional course, under the close supervision of the director(s) of the course;
- Assisting a faculty member in the grading, advising, and administrative duties necessary for a course(s);

- Assisting in general departmental administrative duties, such as advising or the administration of community programs, workshops, etc.

Within a department, the particular assignment depends on the department's needs and the experience and academic qualifications of the TA. All graduate TAs serving in any capacity are under the direction and close supervision of a member of the faculty.

*Time Commitment:* For TAs, the 20-hour average should include the time spent in faculty lectures, class preparation, classroom or laboratory teaching, reading and commenting on student papers or examinations, office consultation, and other duties required to carry out the teaching role.

The time that TAs devote to their assignments varies. The proportion of hours spent in preparation, classroom or laboratory time, and grading, for example, differs from one discipline to another. In some disciplines, a new TA may find that a task such as grading initially requires more time than the usual 20-hour weekly average allows.

TAs may be required to come to campus prior to the actual beginning of classes to participate in orientation and class-preparation duties. TAs usually complete their formal duties when examinations have been graded.

### **Graduate Research Assistants**

The specific duties of Graduate Research Assistants (RAs) vary according to the nature of the research project in which they participate and the source of the funding. RAs may occasionally be asked to conduct some work at home or to do their research at times when classes are not officially in session. The duties of RAs are also performed under the close direction and supervision of a member of the faculty.

*Time Commitment:* For RAs, the 20-hour average should include the time spent in library and/or laboratory, and on all other research tasks providing assistance to the assigned project.

Graduate students working on research projects funded by grants are often also working on material directly related to their theses or dissertations. It is not unusual in such cases for grant work and personal work to merge and for the work time to consume far more than the usual 20-hour weekly average.

Graduate RAs usually follow the project director's instructions regarding work when classes are not in session.

### **Graduate Administrative Assistants**

A number of academic and non-academic units employ Graduate Administrative Assistants (AAs), generally to perform administrative support functions in an office

setting. Such positions are expected to have a research or professional development component. Some administrative appointments are for less than one academic year.

*Time Commitment:* For AAs, the 20-hour weekly average should include all time spent on assigned duties, including mandatory training sessions. Unless explicitly stated in writing, AAs are expected to work no more than the 20-hour average workweek. If greater amounts of time are periodically required, the unit must provide the AA with an offer letter that includes a statement of expected duties, approximate dates when extra hours might be necessary, and maximum work hours required. If the AA is required to work more than 20 hours in a given week, the time should be deducted from another week.

Just as the unit may require the AA to work more than 20 hours in a given week to meet peak work periods, the AA may request that he or she be allowed to reduce time in a given week to finish a paper or study for an exam and make up the hours later. Such arrangements are allowed and encouraged and should be made between the student and the student's supervisor within the unit.

AAs follow the staff holiday and vacation schedule. Consequently, if the campus is closed (for any reason) for regular staff, AAs who normally would work those days will receive the appropriate compensation and will not be required to make up the hours missed.

### **Conflict Resolution**

A GA who experiences problems related to workload should address them without delay through the process indicated in Section VII, below.

## **IV. COMPENSATION**

### **Compensation and Stipends**

Three categories (called Steps) are currently used for the classification of graduate assistantships. These steps, based on a student's experience and progress toward the degree, determine compensation levels.

Graduate Assistants fall into one of the three steps: Step I is only for first-year GAs; Step II is for second-year GAs, as well as for those students, new or continuing, holding a master's degree; and Step III is reserved for doctoral candidates.

The Graduate School sets the minimum stipend level for Step I. Departments and programs determine their own increments for Step II and Step III within guidelines set annually by the Graduate School. All GAs working within a particular step, in a particular unit, should be paid the same assistantship stipend.

TAs must be offered a 9.5-month or 12-month assistantship due to duties and responsibilities occurring after the last day of classes.

### **Additional Employment: On-Campus**

Graduate Assistants may be employed on campus for an additional 10 hours per week beyond their assistantship duties, with an overload approval. No individual may be employed in two capacities in the same department without an overload approval. International students may be limited to a certain number of hours of employment according to their visa status; these students should check with the International Education Services Office, 3117 Mitchell Building, phone 301-314-7740.

Domestic students who are GAs and who wish to hold more than one position on campus may do so only if the second position is paid on an hourly basis with Labor & Assistants funds (subcode 2075). This policy is necessary to avoid complications concerning benefits. For such individuals, the only benefits allowed are those associated with the graduate assistantship.

### **Additional Employment: Off-Campus**

It is expected that the combined responsibilities of graduate studies and assistantship duties will fully occupy a student during the academic year. The University, however, does not prohibit Graduate Assistants from accepting outside employment in addition to their assistantship appointment. It is up to the GA to determine how much time, if any, he or she can devote to additional activities while still maintaining satisfactory progress toward the degree and satisfactory fulfillment of the assistantship responsibilities. Departments and programs have the discretionary right, however, to make appointments to students whose commitment suggests that they are most likely to attain their educational goals and maintain their assistantship responsibilities expeditiously and effectively.

### **Overload Payments for Graduate Assistants**

Overload requests are for temporary, short-term arrangements only. They must be limited to one semester per request and must be received and approved prior to the beginning of the appointment. No graduate student may be employed in two capacities within the same department without an overload approval.

#### *9.5-month Appointments*

A full-time GA (20 hours per week) on a 9.5-month appointment must have an overload approval for any on-campus employment above the assistantship assignment while classes are in session for the Fall and Spring semesters.

An overload request must be submitted for Winter Term *only* if the student is teaching a Winter Term course, as a TA or lecturer, in addition to his or her normal assistantship assignment.

An overload request must be submitted for Summer terms *only* if a student (a) is paid in the home unit over four equal pays for summer *or* is paid hourly for 20 hours per week *and* (b) also will be paid in a second unit or in Summer Programs. (The overload form should be completed for the second unit or Summer Programs.)

### *12-month Appointments*

A full-time GA (20 hours per week) on a 12-month appointment must have an overload approval for any employment above the assistantship assignment when classes are in session during Fall and Spring semesters.

During Winter Term and Summer terms, an overload request must be submitted *only* if the student is teaching a class, either as a TA or lecturer, in addition to the assistantship appointment.

### *International Students*

Federal Law prohibits international students from working more than 20 hours per week while classes are in session; international students holding full-time assistantships (20 hours) are therefore ineligible for overload assignments during the Fall and Spring semesters.

### *Sources of Funding*

GAs may not be employed in more than one position eligible for benefits; their percentage on payroll may not exceed 50%. Hours over and above the assistantship must be paid with Labor & Assistants funds (subcode 2075).

## **Retirement and Social Security (FICA)**

Retirement benefits are not withheld from the salaries of Graduate Assistants. GAs are exempt from Federal Insurance Contribution Act (FICA) taxes provided that they maintain enrollment and are registered with at least half-time status.

## **Tax Status**

Pursuant to U.S. federal tax code revisions effective January 1, 1987, all graduate students are liable to pay income tax on compensation received for Graduate Assistantships. The amount remitted for tuition is a benefit and is not taxed. A GA with questions about tax obligations should consult a tax counsel or the Internal Revenue Service (1-800-829-1040).

## **V. TUITION REMISSION AND BENEFITS**

### **Tuition Remission and Mandatory Fees**

Graduate Assistants on a full-time appointment (20 hours per week) are eligible for 10 credits of tuition remission in the Fall and Spring semesters and 4 credits in Winter Term. GAs on a half-time appointment (10 hours per week) are eligible for 5 credits of tuition remission in the Fall and Spring semesters and 2 credits in Winter Term. GAs on a full-time *12-month appointment* are also eligible for up to 8 credits of tuition remission during Summer; and GAs on a half-time *12-month appointment* are eligible for up to 4 credits during Summer.

Tuition remission is credited at the prevailing standard in-state credit hour rate at the time the class is taken. Some programs, such as the MBA, have higher credit hour rates or flat fee pricing. The tuition remission benefit does not cover the difference, which remains the responsibility of the GA.

*Tuition remission does not cover Mandatory Fees.* Please see the Schedule of Classes for a current schedule of Mandatory Fees.

### **Residency Classification**

All Graduate Assistants on a full-time or half-time appointment are billed at the in-state rate for credits taken during their appointment, including any credits taken over the tuition remission allowance. *Official residency classification, however, does not change.* Consequently, at any time when a graduate student is no longer supported by an assistantship—including summer months if the student is on a 9.5-month assistantship—he or she will be billed according to the official residency status that was assigned upon admission. Thus, a student may pay in-state rates during the academic year but out-of-state rates during the summer if the student is classified as out-of-state. Graduate students are urged to be aware of their official residency classification status and to address any problems immediately.

Questions about residency classification and about changing residency status should be addressed to the Residency Classification Office, Room 1118 Mitchell Building, phone 301-405-2030.

### **Health Insurance**

Graduate Assistants on a full-time or half-time appointment may enroll in the university employee health benefits program. The personnel coordinator in the student's department should be able to provide appropriate forms. GAs must enroll within 60 days of their initial employment to be eligible for a health care program. GAs may enroll their spouses and children under this program.

Any graduate student who is ineligible for the employee health care program may enroll in the student health insurance program offered by the University Health Center. For more information, call the University Health Center Insurance Office at 301-314-8165.

### **Facilities and Parking**

It is the expectation that departments will provide Graduate Assistants with suitable workspace, laboratory space, and, when necessary, office space. GAs also generally have access to desks, file space, mailboxes, computers, telephones, and duplicating machines or services.

Vehicles must display a valid UMCP parking permit or be parked in metered spaces. While GAs are not assigned to faculty parking lots, the Department of Transportation Services endeavors to assign GAs to a student lot close to the building where they work. Students who register early have the best choice of parking assignments. The Department of Transportation Services is located on the ground floor of Regents Parking Garage, phone 301-314-PARK. Parking for GAs is not subsidized; each GA is responsible for the cost of his or her parking permit.

### **Time Away from Duties**

The objective of graduate assistantships is education. They are a component of learning and, as practicum, advance understanding through application. Stipends are an acknowledgment both of the expense and need for support during graduate education and of the contribution made by the Graduate Assistant to the mission of the University. The relation between the GA and a professor is academic, partaking of the traditions and practices of the academy. While an appointment as graduate assistant shares some attributes of employment, these are secondary. Time away from duties is foremost time away from class, not time away from the office. The following “Time Away” policies reflect these principles.

- A. *Accrued Leave.* Graduate Assistants do not earn paid annual, personal, or sick leave.
- B. *Time-Away from Duty.* Graduate Assistants working full-time on 12-month appointments may have time-away from their duties. A full time (20 hours per week), 12-month assistantship carries the expectation that the GA will be allowed five workdays (20 hours) of collegially supported absence. This time away from duties must be taken during the current appointment. It may not be accumulated or transferred. It does not include time when the University is closed. Because colleagues must perform the GA’s responsibilities during an absence, reasonable notice and prior approval by the GA’s supervisor are required.

Time-away from duty may be used for such purpose as the GA elects and is, therefore, distinct and separate from allowable absences for illness, maternity, or adoption.

- C. *Absence due to Illness.* If a Graduate Assistant becomes ill, time away from duties should initially be supported collegially. Occasional, short-term absences on account of illness generally will not require the use of the allowable “time-away from duty” days.

In the event an absence due to illness extends for a period longer than two weeks, support for time away from duties must be requested by the GA and lies in the discretion of the head of the funding unit (in the case of a State supported assistantship) or of the Principal Investigator or other grant administrator (in the case of an externally funded assistantship). The GA’s request must be accompanied by supporting medical documentation satisfactory to the University, including a letter from a physician or other licensed health-care professional that provides (1) the nature of the illness; (2) a statement that the GA should not return to work for health reasons; and (3) the duration of the required absence. The University may require the GA to have a fitness for duty examination prior to resuming duties.

- D. *Absence due to Maternity or Adoption.* Graduate Assistants seeking time away from duties for reasons of childbirth or adoption must discuss this with their graduate director or supervisor as soon as possible. The duration and nature of support lie in the discretion of the head of the funding unit or the Principle Investigator/grant administrator.

## **VI. CODES OF CONDUCT**

### **Conduct and Professional Behavior**

A Graduate Assistant's teaching, research, and administrative activities are subject to the ethical precepts and codes of the academic profession, to the laws of the State of Maryland regarding its employees, and to University policies governing institutional obligations. Violation of any of these regulations constitutes a basis for disciplinary action in accordance with procedures set forth in the University's policies.

In their interactions with students, faculty, and all other members of the university community, GAs are expected to conduct themselves with the same sensitivity and thoughtfulness that they expect to receive from others. The University Human Relations Code states that the University of Maryland affirms its commitment to a policy of eliminating discrimination on the basis of race, color, creed, national origin, sex, sexual orientation, marital status, personal appearance, age, physical or mental disability,

political affiliation, or on the basis of the exercise of rights secured by the First Amendment of the United States Constitution.

The precepts stated above apply equally to GAs and to supervisors of GAs.

### **Equal Opportunity Statement**

The University of Maryland is an equal opportunity institution with respect to both education and employment. The university does not discriminate on the basis of race, color, religion, age, national origin, sex, or disability in admission to or access to, or treatment of employment in, its programs and activities, as required by federal law (Title VI, Title IX, Section 504) and state laws and regulations. Inquiries regarding compliance with Title VI of the Civil Rights Act of 1964, as amended, Title IX of the 1972 Education Amendments, Section 504 of the Rehabilitation Act of 1973, or related legal requirements should be directed to:

Director, Human Relations Program  
Office of Human Relations  
1130 Shriver Lab  
University of Maryland  
College Park, MD 20742  
Telephone: 301-405-2838

Inquiries concerning the application of Section 504 and Part 34 of C.F.R. to the University of Maryland may be directed to:

Director, Disability Support Services  
0126 Shoemaker Hall  
University of Maryland  
College Park, MD 204742  
Telephone: 301-314-7682 (V/TTY)

### **Scholarly Misconduct**

Scholarly misconduct means fabrication, falsification, plagiarism or other misconduct in proposing, performing, reviewing, or reporting research and/or in connection with other scholarly or creative activities.

Other terms such as research fraud, scientific misconduct, or research misconduct are subsumed within the term scholarly misconduct. Scholarly misconduct does not include honest error or honest differences of opinion. A finding of scholarly misconduct requires that there be a significant departure from accepted practices of the scholarly community for maintaining the integrity of the research or scholarly record; the misconduct must be committed intentionally, or knowingly, or in reckless disregard of accepted practices; and the allegation must be proven by a preponderance of relevant evidence.

The full text of the University of Maryland Procedures for Scholarly Misconduct can be found at <http://www.president.umd.edu/policies/docs/III-110A.pdf>.

## **Sexual Harassment**

The University of Maryland is committed to maintaining a learning and work environment in which students, faculty, and staff can develop intellectually, professionally, personally, and socially. Such an environment must be free of intimidation, fear, coercion, and reprisal. The University prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety, and injury. Sexual harassment threatens the legitimate expectations of all members of the campus community. Academic progress or progress in employment is determined by the publicly stated requirements of classroom and job performance, and the campus environment will not unreasonably impede study or work.

Sexual harassment by university faculty, staff, and students is prohibited and constitutes violation of campus policy. Sexual harassment may also constitute violations of the criminal and civil laws of the State of Maryland and the United States. For the purpose of campus policy, sexual harassment is defined as follows: 1) unwelcome sexual advances; or 2) unwelcome requests for sexual favors; and 3) other behavior of a sexual nature where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or participation in a university-sponsored educational program or activity; or
- Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting that individual; or
- Such conduct has the purpose or effect of unreasonably interfering with the individual's academic or work performance, or of creating an intimidating, hostile, or offensive educational or working environment.

The full text of the University of Maryland Policy and Procedures on Sexual Harassment can be found at <http://www.president.umd.edu/policies/vi120a.html>.

## **Statement on Sexual Relationships and Professional Conduct**

While sexual relationships between instructors and the students in their classes are not prohibited in the sense that penalties are attached to such conduct, all members of the campus community are urged to consider the ethical concerns that may arise as a result of such relationships.

All members of the campus community should understand that sexual relationships that occur in the context of educational evaluation are generally deemed very unwise because they present serious ethical concerns. Many professional codes of conduct prohibit sexual relationships that occur within the context of one's profession.

Accordingly, faculty, supervisors, and Teaching Assistants are warned about the possible costs of even an apparently consenting relationship. The element of power implicit in sexual relationships occurring in the academic-evaluation context can diminish a student's actual freedom of choice. There is doubt whether any such relationship can truly be consensual. In addition, sexual relationships between a faculty member or Teaching Assistant and a student create an environment charged with potential conflicts of interest. Questions of favoritism frequently arise. As a result, such conduct may subvert the normal structure of incentives that spur work and learning and interjects attitudes and pressures that are not consonant with the education policies and principles to which the campus is committed.

The full text of the University's Statement on Sexual Relationships and Professional Conduct can be found at the end of the University of Maryland Policy and Procedures on Sexual Harassment at <http://www.president.umd.edu/policies/vi120a.html>.

## **VII. GRIEVANCE PROCEDURE**

The University is an academic and collegial community. Regular and clear communication between Graduate Assistants and their advisors and supervisors is essential to maintaining an effective educational environment. GAs who believe their workload is not in conformity with these *Policies for Graduate Assistantships* may seek a review in accordance with this Section.

In addition to workload, a GA may also seek review under this Section of whether the GA is receiving Overload Payments, Tuition Remission, and Time Away from Duties in accordance with these *Policies*.

For the purpose of this Section, “workload” shall mean the greater of (a) the average number of hours assigned to the GA throughout the term of an appointment (e.g., 20 hours per week), or (b) the average number of hours throughout the term reasonably required for an experienced GA in the GA’s department to complete the GA’s assigned work.

In all instances noted above, 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.

### **Informal Consultation**

The Graduate Assistant should first attempt to resolve the difficulty by discussing the situation with his or her faculty advisor/supervisor as expeditiously as possible.<sup>3</sup> In

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<sup>3</sup> In this Section VII, the term “faculty member” designates the individual

the case of a TA, this usually would be the professor in charge of the course; in the case of an RA, the director of the research project on which the student is working; in the case of an AA, the immediate supervisor of the student in the unit in which the student is working.

The GA should provide the reasons for complaint and a suggested resolution/remedy.

If a satisfactory resolution is not reached, the GA should next discuss the situation with the Chair of the Department.<sup>4</sup>

Either before or after such discussions, the GA may wish to seek advice from another academic advisor, the Director of Graduate Studies of the GA's program, an associate dean of the Graduate School, or the Ombuds Officer for Graduate Students. The GA is strongly encouraged to consult with the Ombuds Officer early in the informal discussion process, and must consult with the Ombuds Officer before initiating a formal grievance.

### **Ombuds Officer for Graduate Students**

The Ombuds Officer is available to all graduate students with questions or concerns related to their graduate experience, including their roles as GAs. The Ombuds Officer provides informal assistance in resolving conflicts and works to promote fair and equitable treatment within the University. The Ombuds Officer works confidentially within the scope of the law. The purpose of the Ombuds Officer is to ensure that the graduate student's voice is heard and that problems receive prompt and impartial attention. The Ombuds Officer does not advocate for an individual; rather, the Ombuds Officer advocates for a fair process that promotes the University's commitment to excellence in graduate education and in the graduate student experience. Queries may be directed to Ombuds Officer for Graduate Students, The Graduate School, 2103 Lee Building, phone (301) 405-3132.

### **Formal Grievance**

Most problems related to assistantships are resolved through informal consultation. If a problem pertaining to Workload, Overload Payment, Tuition Remission, or Time Away for Duties has not been solved informally to the GA's

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directing and supervising the GA. Depending on the circumstances of the GA's appointment, this person may, in fact, be a University staff employee, and not on the faculty. It is the design of these procedures that the GA first raise the matter of concern with the individual whose direction or decision has given rise to complaint.

<sup>4</sup> In this Section VII, the term "Chair of the Department" shall also mean, as appropriate to the GA's appointment, the Program Director or the unit head in non-departmental colleges and schools and in administrative departments.

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.

The Grievance Procedure. The process of formal consideration offers the GA a review by the Dean of the Graduate School or by a panel appointed to make a recommendation to the Dean of the Graduate School. The steps are as follows:

If a satisfactory resolution has not been achieved following informal consideration by the Chair of the Department, the GA may initiate a formal grievance by sending a letter to the Dean of the Graduate School. To be considered, it must be received by the Graduate Dean 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 at the discretion of the Graduate Dean.

- A. The letter must be signed and:
  - 1. Contain a clear description of the facts giving rise to the grievance; and,
  - 2. Identify the provision(s) of these *Policies for Graduate Assistantships* which have been violated; and,
  - 3. Set forth the desired remedy; and,
  - 4. Be copied to the faculty member and the Chair of the Department.
  - 5. Elect to have the Graduate Dean decide the grievance either:
    - (a) In the manner described in Paragraph B.3., below; or,
    - (b) Following receipt of a recommendation from a three-person panel appointed by the Graduate Dean to consider the matter.
  
- B. Upon receipt of a letter of formal grievance, the Graduate Dean will:
  - 1. Share the letter with the Dean of the appropriate college or school<sup>5</sup>; and,
  - 2. Solicit a written response from the Department Chair.
  - 3. Offer to meet with the GA and the faculty member, either individually or

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<sup>5</sup> For the purpose of this Section VII, “Dean of the appropriate college or school” or “Dean of the unit” means the academic dean of the unit where the assistantship is located. For assistantships in non-academic units, “Dean” shall mean the Vice President of the division.

together, before reaching a decision. The Graduate Dean shall consult with the Academic Dean and such other persons as the Graduate Dean believes may be knowledgeable about the policies and practices involved. The Graduate Dean shall endeavor to convey a written decision and, where appropriate, the remedy, to the GA and the faculty member within 15 calendar days of receipt of the letter of grievance.

4. If the GA elects to have a panel, the Graduate Dean will appoint two graduate faculty (one of whom shall chair the panel) and one graduate student, each familiar with the GA's discipline but not from the GA's program or department, to review the matter and make a recommendation. The Graduate Dean will provide the panel with the letter of formal grievance and the written response of the Department Chair. The panel shall offer to meet with the GA and the faculty member and proceed in the manner described in Paragraph B.3, above.

The Panel shall provide the Graduate Dean 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 Graduate Dean shall decide the grievance and fashion any necessary remedy, giving substantial weight to the findings, conclusions, and recommendations of the panel.

5. The decision of the Graduate Dean regarding the merits of a grievance and, where appropriate, the remedy, shall be final.

General Principles Controlling Formal Grievance Procedures. These Section VII 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 Graduate Dean or panel of three things: a) that the *Policies of Graduate Assistantships* has not been followed; b) that the GA has been adversely affected; and c) and that the requested remedy is appropriate.
- 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 Dean, Graduate Dean, and three-member panel shall give effect to the rules of confidentiality and privilege, but shall otherwise accept for consideration all matters which reasonable persons would accept as having probative value in the conduct of their affairs, giving it such weight as they consider proper. 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 the University of Maryland.
- D. The GA may be assisted at any meeting by an advisor, who must be a registered, degree-seeking graduate student at the University. Although the GA is expected to take an active role in all meetings, the advisor 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.<sup>6</sup> 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 Section VII formal 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. Matters expressly excluded from consideration under other procedures may not be grieved under these Section VII formal procedures. 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).

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<sup>6</sup> These include, for example, the *Code of Academic Integrity*, the *Policy on Arbitrary and Capricious Grading*, the *Code of Student Conduct*, the *Procedures for Scholarly Misconduct*, the *Human Relations Code*, the *Policy and Procedures on Sexual Harassment*, the *Policy on Student Classification for Admission and Tuition Purposes*, the *University of Maryland Policy on Intellectual Property* and the *Policy on Acceptable Use of Information Technology Resources*.

- F. The filing of a grievance does not relieve the GA of the obligation to perform all duties as assigned unless and until otherwise decided pursuant to a decision under these procedures. All remedies will operate prospectively.<sup>7</sup> 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 other 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 University Senate or with any applicable Federal or State of Maryland law.
- H. Only currently enrolled University of Maryland 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.
- 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. Unless otherwise agreed in advance among the GA, the faculty member, and the Graduate Dean, strict adherence to them is a condition of review and appeal under these Section VII procedures. Time requirements are measured from the first occurrence of an event; “continuing” wrongs are not recognized for the purpose of satisfying time requirements.
- J. The Graduate Dean may delegate such parts of his responsibilities as he deems reasonable and efficient, provided the final decision and any remedy must be reviewed and approved by the Dean personally.

*(December 2008)*

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<sup>7</sup> The resolution of a “workload” grievance, for example, may entail a reduction in work hours, future overload pay when approved and budgeted, time management training, and referral to the Center for Teaching Excellence.