

## Frostburg State University Graduate Assistant Contract

This Agreement is made this <Date> by and between Frostburg State University (hereinafter "the University") and <First Name> <Last Name> hereinafter ("the appointee"), Student ID <ID#>, at the address <Address>.

**Scope of Agreement:** The appointee is to provide services as a graduate assistant in the position of <Position title /code> in the division/department of <Department>. The Appointee shall be directly responsible to <Supervisor>. The Appointee's specific responsibilities ordinarily shall include, but are not limited to: research studies, projects, and other activities which are directly related to the Appointee's program of study and which are designated by the supervisor. The Appointee must be admitted to a graduate degree program, take <# credits> in graduate program prerequisites or degree credits during each semester of this agreement and maintain a minimum grade point average of 3.0.

2. **Term:** The term of this Agreement shall begin on <Date> to <Date> to terminate on <Date>. The Appointee shall be engaged in assistantship activities for an average of <# hours> hours each week. This Agreement may be terminated at any time for the convenience of the State of Maryland with two weeks written notice, unless circumstances dictate that no advance notice be given. The Appointee may terminate this Agreement prior to its termination date with two weeks written notice. However, tuition waiver is voided and the Appointee shall be billed for the balance of the semester's tuition.

This appointment may be renewed for successive terms, but is not automatic or guaranteed. Factors entering into a decision to renew this appointment may include:

- a. Satisfactory academic performance and progress toward degree;
- b. Satisfactory performance of assigned assistantship responsibilities and duties;
- c. Availability of funds;
- d. Specific departmental or institutional needs

### 3. **Compensation and Payment:**

a. As compensation for satisfactory performance of the work described in section 1 above, the Appointee shall receive a stipend of <\$\$> per semester/session, with this stipend being paid in bi-weekly payments.

b. The University agrees to waive tuition for the Appointee's required graduate coursework for up to <# credits> credits per semester and 3 credits per intersession not to exceed 30 credits over a 12 month period. Fees associated with course enrollment are not provided by the University as part of this agreement and are the sole responsibility of the student.

c. The State of Maryland shall withhold taxes and employee Social Security contributions, as required by law, unless exempt status prevails.

d. Graduate Assistants contracted for 12 months will receive <# hours> hours of paid time off in addition to time off for holidays and other days that the institution is closed. Paid time off will be granted on days that the University is closed only if the Graduate Assistant is regularly scheduled to work on the day of the holiday or closure. No other paid time off benefits are provided (this exclusion pertains to sick and personal time, State subsidized health plans, and retirement programs)

Graduate Assistants with appointments for less than 12 months will only receive paid time off for holidays and other days that the institution is closed if the day of the closure is a day when the Graduate Assistant would be regularly scheduled. No other paid time off benefits are provided (this exclusion pertains to annual leave, sick and personal time, State subsidized health plans, and retirement programs).

All paid time away from duty must be approved by the graduate assistant's supervisor and department chair or unit head, with consideration given to the personal needs of the graduate assistant for such leave.

If the Graduate Assistant is sick or has an emergency, leave should be supported collegially and can be made up at the discretion of the supervisor. Notification and rescheduling are the responsibility of the graduate assistant who must work with the Supervisor to gain the approval. Inability to work for extended periods or on a regular basis because of illness may be cause for termination of the assistantship.

If the University is closed due to a scheduled holiday or inclement weather and it falls on a regularly scheduled work day, the GA will not be required to make up scheduled hours and it will be considered paid worked time.

Retirement benefits are not withheld from the salaries of Graduate Assistants. Graduate Assistants are exempt from Federal Insurance Contribution Act (FICA) taxes provided that they maintain enrollment.

4. **Outside Employment:** Graduate Assistant responsibilities combined with course work represent a full-time undertaking. Graduate Assistants are full-time students who are registered for 9 or more graduate credits and work twenty hours per week. Graduate Assistants are not permitted to work for pay for more than twenty hours per week for the University. Graduate Assistants may work additional part-time jobs outside the University provided they meet all three of the following: 1.) the additional jobs do not interfere with their academic success; 2.) the additional jobs do not interfere with the responsibilities or schedule assigned to their graduate assistantship and; 3.) the additional jobs do not take away opportunities for other students to gain financial assistance. These additional

part-time jobs do not include a second assistantship. The Appointee must secure permission from your Supervisor, the Dean of the College, and the Director of the Office of Graduate Services before accepting outside employment. Performance both academic and job-related, will be monitored by the student's supervisor and the supervisor will sign each student's time sheet to indicate acceptable levels of performance. **This policy does not extend to international students, who are restricted to 20-hour work week by the Immigrations & Naturalization Service guidelines.**

5. **Funds Availability:** If funds are not appropriated or otherwise made available to support continuation of this Agreement, the University shall have the right to terminate this Agreement and the Appointee is not entitled to recover any costs not incurred prior to termination.
6. **Contract Amendments:** Neither this Agreement nor the services to be rendered hereunder may be amended, transferred, or assigned by the Appointee.
7. **Maryland Law Prevails:** The provision of this Agreement shall be governed by the Laws of the State of Maryland and are subject to the review and approval of the Maryland General Assembly and the Governor or his designated representative.
  
8. **Termination for Default:** If the Appointee fails to fulfill the obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the University may terminate the Agreement by written notice to the Appointee. The notice shall specify the acts or omission relied upon as cause for termination. In such cases, tuition waiver is voided, and the student is billed for the tuition owed for the semester.

**WITNESS OUR HANDS:**

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Appointee Date

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Dean's or Director Graduate Services Signature Date