



GRADUATE ASSISTANT AGREEMENT

OAKLAND UNIVERSITY ("Oakland") and _____ enter into this
Student Name

Graduate Assistant Agreement ("Agreement") as of the date of the last signature below.

1. Appointment and Term. Oakland appoints _____ as a graduate assistant in the
Student Name

_____, in the _____ for the
College/School/Unit Department

following period unless terminated earlier pursuant to this Agreement:

- ☐ 12 Months: September 1, 20____ through August 31, 20____

Choose one option:

- ☐ (summer tuition funded)
☐ (summer tuition not funded)
Number of hours/week during summer _____ (up to 40/week)

- ☐ 8 Months: September 1, 20____ through April 30, 20____

- ☐ 4 Months: September 1, 20____ through December 31, 20____

- ☐ 4 Months: January 1, 20____ through April 30, 20____

You may be eligible for reappointment if: (i) graduate assistant positions are available within your department; (ii) grants, contracts, subsidies or other funding (collectively, "Funds") are available; (iii) you satisfied the service and academic requirements described in this Agreement; and (iv) you satisfy any other graduate assistant eligibility requirements established by Oakland and/or the applicable college, school or department.

2. Service Requirements. The primary purpose of Oakland's graduate assistant program is to assist students in the successful completion of their graduate degree program. As a graduate assistant, you are expected to perform research and/or teaching and/or other services that are relevant to your academic program of study during the term of your appointment, as selected by Oakland in its sole and exclusive discretion, subject to the following minimum and maximum service requirements and in addition to the academic requirements described in Paragraph 5 of this Agreement:

Choose service appointment type (choose one option):

- ☐ Graduate Teaching Assistant
☐ Graduate Research Assistant
☐ Graduate Administrative Assistant (a portion of the tuition reduction will be taxable)

Choose type of appointment (choose one option)

- ☐ You have been appointed as a full (50% FTE) graduate assistant. You must therefore provide up to a maximum of 20 hours of service per week as assigned by Oakland.
- ☐ You have been appointed as a half time (25% FTE) graduate assistant. You must therefore provide up to a maximum of 10 hours of service per week as assigned by Oakland.

Oakland reserves the right to change any research and/or teaching assignment at any time and for any reason. The hours of service may vary from time-to-time but cannot exceed the number of hours specified above.

Students on F-1 or J-1 visas must contact Oakland's International Student and Scholars Office before beginning their appointment to ensure that their hours of service do not exceed the maximum permitted by law.

3. Stipend. You will receive the following total stipend amounts per semester for the term of your appointment as specified in Paragraph 1 of this Agreement, contingent upon your continued participation in the graduate assistant program and your satisfaction of the requirements set forth in this Agreement, as your exclusive compensation for providing the services required by Paragraph 2 of this Agreement:

Fall: _____ **[Enter Total Fall Semester Stipend]**

Winter: _____ **[Enter Total Winter Semester Stipend]**

Summer: _____ **[Enter Total Summer Semester Stipend]**

The stipend will be paid in monthly installments on dates established by Oakland in its sole and exclusive discretion. Federal and state taxes, if applicable, will be withheld from each monthly stipend payment. If your appointment is terminated for any reason, including but not limited to your voluntary withdrawal from the graduate assistant program, you will forfeit all unearned stipends.

4. Tuition Reduction. You will receive a tuition reduction equal to the full amount of tuition, excluding special course fees, late fees and other charges assessed by Oakland, for the following number of credit hours during the term of your appointment.

For full time graduate assistant positions (50% FTE): tuition reduction is a maximum of 8 credits per semester or a maximum of 16 credits per academic year.

For part-time graduate assistant positions (25% FTE): tuition reduction is a maximum of 4 credits per semester or a maximum of 8 credits per academic year.

The tuition reduction will be applied to graduate credits that satisfy Oakland's degree requirements; it will not pay assessments for non-program credits, ESL courses, audited courses or courses which a student repeats. Subject to the restrictions set forth above: (i) tuition reductions for 12-month graduate assistantships may be applied to the fall, winter and/or summer semesters; and (ii) tuition reductions for 8-month graduate assistantships may only be applied to fall and/or winter semesters.

This tuition reduction is a fringe benefit granted to you, in excess of the reasonable compensation paid to you as a stipend, and it cannot be converted into a cash award. Tuition reduction benefits must be used in the semesters specified in Paragraph 1 of this Agreement, subject to the limits set forth in this Paragraph 4. Tuition reduction benefits that are offered for a particular semester, but are not used in that semester, will be forfeited and will not be paid directly to a student under any circumstances.

Tuition reduction benefits may not be used for undergraduate credits; except, tuition reduction benefits may be used, in accordance with Oakland's graduate studies policies, for undergraduate classes taken to satisfy graduate degree requirements as part of a plan of study that has been approved in writing by the appropriate department and filed with Graduate Study and Lifelong Learning.

If your appointment is terminated for any reason on or before the date set by Oakland in the applicable Important Dates Calendar as the last day for "official withdrawal – Full Semester Classes" for that semester, including but not limited to your voluntary withdrawal from the graduate assistant program, you will be billed for tuition and costs (a) on a pro-rata basis for the remainder of the semester in which your appointment is terminated based upon your residency status as a graduate assistant; and (b) for any future semesters based upon your residency status prior to your appointment.

Tuition reductions will not be applied to your student account after the date published by Oakland in the applicable Important Dates Calendar as the "official count date" for that semester.

Pursuant to the United States Internal Revenue Code, a portion of the tuition reduction will be considered taxable compensation and will be reported on your Form W-2 if you are not engaged in research or teaching activities for the University.

5. Academic Eligibility Requirements. To receive a graduate assistantship, you must be:
 - a. fully admitted to a graduate degree program at Oakland,
 - b. in good academic standing (have an overall graduate grade-point average of 3.0),
 - c. a full-time student as defined by Oakland, in its sole and exclusive discretion, at all times during the entire term of your appointment.

Graduate assistants appointed for a 12 month term are not required to be enrolled in any courses during the summer semesters. They must be enrolled full-time during the fall and winter semesters. Graduate course work and/or research must contribute directly to the satisfaction of Oakland's degree requirements. You must also satisfy the academic progress, grade point average, general degree and other program requirements established by Oakland and/or your Department.

6. Financial Aid Standards. All graduate assistants must satisfy the requirements of Oakland's Financial Aid Satisfactory Academic Progress (SAP) policy, as it is amended from time-to-time, including without limitation the requirements for completion of academic credits and for completion of academic programs.
7. Bachelor's Degree. This Agreement is contingent upon your completion of the requirements for a Bachelor's degree, and your providing written evidence of the degree awarded and the date the degree was conferred, to Oakland prior to the date set forth in your admissions letter. This Agreement will be null and void if you do not complete the requirements for your Bachelor's degree, or provide the written evidence of your receipt of that degree to Oakland, as required by this Agreement.
8. Employment Authorization for International Students. If you are not a citizen or a permanent resident of the United States, this appointment is contingent upon your holding and maintaining approved visa status and employment authorization from the United States Bureau of Citizenship and Immigration Services. If you are on a non-immigrant visa and work prior to or beyond approved employment authorization, the work will be considered "unauthorized employment" by the United States Bureau of Citizenship and Immigration Services and a violation of your status.
9. Grant and Contract Funding. Your appointment is contingent upon the continued availability of all Funds supporting your appointment.

10. Employment Eligibility Verification. Prior to commencement of your appointment, you must verify your identity and work authorization by appearing in person at Oakland's Graduate Study and Lifelong Learning office to complete a Form I-9 and provide copies of approved supporting documents. The attached form and list of documents will assist you in this process. You must complete a new Form I-9 every three years and, if your work authorization expires during the term of your appointment, you must provide Oakland with documents establishing your new or continuing work authorization.
11. Social Security Card. Prior to commencement of your appointment, you must bring your social security card to Oakland and allow Oakland to copy the card. If you do not have a social security card, you must immediately apply for one and submit your receipt to Oakland. Your new card must be on file within 90 days of the commencement of your appointment. This request is made to allow Oakland to verify your name and social security number for tax reporting purposes.
12. Employment Classification and Other On-Campus Employment. All graduate assistants are considered non-employees for purposes of, or exempt from, the federal Fair Labor Standards Act. A full-time graduate assistant may not work for or be paid by Oakland in any other employment classification during the same month in which they either worked or were paid as a graduate assistant.
13. Termination. Oakland may immediately terminate your appointment, without prior notice to you, if (a) fail to satisfy the academic progress, general degree and other program requirements established by Oakland and/or your Department, or you fail to perform all assigned service responsibilities in a satisfactory manner, as determined by your supervisor or program chairperson; (b) you fail to comply with all of requirements of this Agreement or any policies, procedures, rules or regulations applicable to students at Oakland; (c) if the Funds supporting your appointment are restricted, eliminated or reduced for any reason; or (d) you fail to hold and maintain the required visa status and employment authorization necessary to participate in a graduate assistantship at Oakland.
14. Miscellaneous Terms. This Agreement constitutes the entire agreement between you and Oakland relating to your appointment and supercedes any prior written or verbal agreements. The terms of this Agreement may only be modified by a subsequent written agreement signed by you and Oakland. Waiver of any breach of any term of this Agreement does not constitute waiver of any other terms. The invalidity or unenforceability of any term of this Agreement will not affect the validity or enforceability of any other terms of the Agreement.
15. Applicable Law. This Agreement will be governed by Michigan law.
16. Curricular Practical Training (CPT). For F-1 international students requesting CPT, Oakland will not approve an application for CPT unless: (i) the CPT experience starts at the beginning of a semester; and (ii) you have notified the Graduate Study office in writing and at least 15 days before the end of the then-current semester that you intend to start CPT the following semester. You cannot voluntarily withdraw from the graduate assistantship program during a semester in order to do a CPT that same semester.
17. Correction of Errors. You agree to fully cooperate with and assist the University, before or after you sign this Agreement, to correct any clerical, typographical or other error(s) identified by the University in this Agreement including, without limitation, any error(s) in the amount of your stipend(s) or the term (duration) of your appointment.

Approved by:

Insert Supervisor Name

Date

Supervisor signature

Date

Insert Academic Advisor Name*

Date

Academic Advisor signature

Date

* Required for all non-academic unit appointments

Insert Chairperson Name

Date

Chairperson signature

Date

Insert Dean or representative Name

Dean signature

Date

I HAVE READ, UNDERSTAND AND AGREE TO FULLY COMPLY WITH THE REQUIREMENTS OF THIS AGREEMENT AND OAKLAND'S GRADUATE PROGRAM CATALOGUE, GRADUATE STUDENT POLICIES AND PROCEDURES, APPLICABLE DEPARTMENT AND PROGRAM GUIDELINES AND ALL OTHER APPLICABLE OAKLAND POLICIES, PROCEDURES, RULES AND REGULATIONS.

Student Name

Date

Student Signature

Date

(GID – Full : _____)

Package # _____ Fund # _____

Non Package _____

Supervisor _____

GA Assignment _____

Course _____

Comments