

CALIFORNIA STATE UNIVERSITY, EAST BAY

Office of Academic Affairs, 1997

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POLICY ON TEACHING ASSOCIATES

Authority: Significant portions of this policy statement are based on CSU System Policy, Coded Memorandum FSR 91-17, issued on August 26, 1991 and HR 2002-06 issued on February 19, 2002 and the CSU/UAW CBA, Dated November 13, 2018-September 30, 2020

I. DEFINITIONS AND RESPONSIBILITIES

1. The Teaching Associate (TA) classification provides currently admitted and enrolled CSU graduate students with part-time employment offering practical teaching experience in fields related to their advanced study. They teach university courses and may also assist faculty or teaching staff with various professional and technical activities. Work assignments are closely associated with their program of study or the academic department in which they are enrolled.
2. "Teaching Associates" (Classification #2354) are NOT members of the Unit 3 (Faculty) bargaining unit, they are members of Unit 11 and represented by the UAW.
3. Appointment as a TA does not confer any rights to permanent appointment. The length of service of TAs does not alter the temporary nature of the appointment or confer additional rights upon TAs.
4. The responsibilities of a Teaching Associate are to be determined by normal departmental procedures. Responsibilities, under the close supervision of a faculty member, typically include:
 - a) Providing classroom and/or laboratory instruction;
 - b) Making assignment to students and preparing course materials;
 - c) Administering examinations, assessing student performance, tutoring students and determining course grades;

- d) Assisting faculty with field experience, supervision, simulation exercises and/or research projects;
 - e) Assisting in Online learning;
 - f) Performing other assignments supportive of University instruction.
5. Teaching Associates are non-exempt employees, which means they may not work over 40 hours a week and that their hours of work should conform to the duties assigned. Note that each WTU is equivalent to 2.666 hours of work.
 6. In introductory classes where TAs are the instructor of record, they are responsible, under the supervision of a faculty member, for instructional content of the course, for planning examinations and/or determining the term grade for students.
 7. TAs are not to be assigned clerical or routine tasks appropriately performed by hourly student help.
 8. Each TA shall be assigned a faculty supervisor who will be responsible for the completion of duties, supervision of time, and quality of work. It is the responsibility of the department to ensure that the assignment contributes significantly to the quality of the TAs graduate educational experience.
 9. With the appointment of TAs in laboratory or activity courses, the department assumes the responsibility for their close supervision, training and evaluation. The department must:
 - a) Provide instruction to the TAs on laboratory safety, objectives of the assigned experiments, teaching materials and methods, and other responsibilities as appropriate;
 - b) Hold regularly scheduled meetings of all TAs who teach multiple-section courses to accomplish the objectives in 4.a above and to coordinate the various class or laboratory sections.
 10. Departments are responsible for informing TAs about University and Trustee policies which relate to their assignment and to assist the TA in the implementation of these policies.

II. APPOINTMENT (PLEASE ALSO CONSULT THE CSU/UAW CBA, ARTICLE 2 IN ATTACHMENT 1)

1. All appointments shall be based solely on ability and fitness for the position to be filled. For specific qualifications, see Section IV below.
2. Appointments are initiated by the department and entered into PeopleSoft. Appointment letters for TAs are issued by Academic Affairs upon final approval of appointment. All teaching associates must successfully complete a criminal background check prior to employment.
3. The initial appointment to the position of TA may be made for one semester or an academic year. Subsequent appointments depend upon performance, progress toward the advanced degree and budgets and/or enrollments. The length of the appointment shall be noted in the position offer and the FAF.
4. Appointments of TAs are conditional upon budget and enrollment. If an appointment is canceled, the TA must be paid for the hours taught or worked. Classes must be canceled prior to the third class meeting.
5. The official offer to a TA shall also indicate that the appointment automatically expires at the end of the period stated and does not establish a right to subsequent appointments or any further appointment rights. No other notice shall be provided.
6. Teaching Associates appointed half-time or more may **not** be appointed concurrently in another classification.
7. Teaching Associates appointed for less than half-time may be appointed concurrently in another student classification, up to a combined total of approximately 20-hours per week.
8. The Teaching Associate classification (2309) is available for graduate students in Summer. A graduate student need not be taking classes in Summer to be a TA. The existing Bridge Student Assistant Classification (#1874) continues to be available as determined appropriate by campus employment policies in light of IRS Revenue Procedure 98-16.
9. A TA shall not be appointed for more than two courses or eight weighted teaching units (WTUs) per semester (exceptions can be granted by the Director of Graduate Studies).

III. NOMINATION PROCEDURE

1. All nominations for appointment to a position of Teaching Associate to teach or

offer any academic service under the auspices of California State University, East Bay shall be made only after a complete review of the qualifications of the individual and upon the recommendation of the appropriate department or unit.

2. Receipt of applications for Teaching Associate positions shall be acknowledged by the department.
3. Review of applications for Teaching Associate positions shall follow normal department appointment policies.
4. Prospective Teaching Associate positions shall be approved on the basis of candidates' qualifications and academic standing. The department shall determine the specific responsibilities that each TA will be expected to perform.

Access to application materials is limited to persons with authorized access in the conduct of University business. Individual applicants shall not have access to these files.

5. Applications for Teaching Associate positions are to be treated with confidentiality. All deliberations on applications shall be conducted in executive session and remain confidential as provided by law.

IV. QUALIFICATIONS AND REMUNERATION

1. Initial appointment to the position of Teaching Associate requires:
 - a) Admitted to a CSU graduate program and current enrollment in semester of appointment (XXXX 890 Graduate Study Completion will count towards the current enrollment requirement, this course is offered through University Extension) and be making sufficient progress towards the degree with at least Conditional Classified Standing. Sufficient progress is defined as completion of the thesis, project, or comprehensive exam within two years after completing all required course work (exceptions can be granted by the Director of Graduate Studies);
 - b) Knowledge of the subject matter of the discipline to which the individual is assigned;
 - c) Ability to relate well to others within the academic environment and the ability to instruct and evaluate students;

- d) Communication skills appropriate to the instructional setting;
 - e) Evidence of satisfactory achievement in previous academic work; for current students, this requires a 3.0 GPA in all graduate coursework;
 - f) For Range A, equivalent to or completion of the requirements for a bachelor's degree and concurrent admission to or enrollment in a graduate degree program of the university that is related to the discipline to which the individual is assigned; or;
 - g) For Range B, equivalent to or completion of the requirements for a master's or doctorate degree and concurrent admission to or enrollment in a doctoral degree program of the university that is related to the discipline to which the individual is assigned. One academic year of full-time doctoral study, with successful completion of all requirements, may be substituted for the master's degree requirement;
 - h) Teaching Associates are required to meet his/her assignment without regard to the specific number of hours required, similar to faculty and other exempt employees. The salary rate is for the term of the assignment, not an hourly rate.
 - i) Other qualifications as necessary to perform assigned duties.
2. Credential students, unclassified students and students enrolled in graduate programs outside the CSU are ineligible for a Teaching Associate position.
3. In addition to the qualifications listed above, reappointment to the position of TA requires a pattern of significant progress in accomplishing graduate degree requirements. At a minimum, this means:
- a. That the applicant is earning a 3.0 grade point average or better during each semester of employment;
 - b. That the applicant is enrolled in, and completes*, one (1) or more courses of equivalent graduate level work toward the graduate degree each semester and is making sufficient progress towards the degree (XXXX 890 Graduate Study Completion will count towards the current enrollment requirement, this course is offered through University Extension). Sufficient progress is defined as completion of the thesis, project or comprehensive exam within two years after completing all course work (exceptions can be granted by the Senior Director of Academic Programs and Graduate Studies.

- c. The applicant meets the requirements for and achieves both classified standing and advancement to candidacy in a timely manner.
4. All approved appointments are verified by the Office of Graduate Studies after the add/drop deadline to verify continued eligibility.
5. The Director of Graduate Studies is responsible for ensuring the eligibility and compliance of all applicants.
6. TAs are compensated according to the campus schedule for TA stipends. Reappointment of a TA shall be at the same or higher salary level as in the previous appointment at California State University, East Bay.

*Withdrawal from a course(s) after the fourth week does not constitute acceptable progress.

V. EVALUATION

1. Each TA who teaches a class shall be evaluated on a regular basis. The results of these evaluations shall be placed in the academic file of the TA.
2. Departments should prepare a written assessment of the performance of a TA at the end of each semester. This evaluation shall be placed in the academic file of the Teaching Associate.
3. Departments should provide TAs who have completed their degree an opportunity to assess their experience during their apprenticeship. As part of this assessment, the faculty member responsible for the supervision of TAs in the department should conduct an exit interview for each Teaching Associate. The information obtained from these assessments should be used to evaluate the overall Teaching Associate program in the department.

VI. PRIVILEGES AND BENEFITS

1. Teaching Associates are covered under State Workers' Compensation.
2. Teaching Associates who are appointed for at least half-time for more than six-months are eligible for benefits. A list of benefits and eligibility is available in the Office of Human Resources.
3. Although Teaching Associates appointed for less than half-time may be appointed concurrently in another student classification, up to a combined

total of approximately 20-hours per week, the hours in another student classification do not count toward benefits eligibility in the Teaching Associate classification.

4. Although Teaching Associates are required to be students, they are considered as career oriented and subject to CalPERS. If retirement membership qualifications are otherwise met, persons employed in Teaching Associate positions should be placed into CalPERS retirement membership. Campuses should follow the same procedures currently used for Lecturer positions.
5. Teaching Associates have:
 - a. Use of University Library facilities and special borrowing privileges;
 - b. Use of Instructional Media Services facilities and equipment;
 - c. Use of state cars and/or travel expense allocations when approved;
 - d. Use of laboratory and research facilities when applicable and approved;
 - e. Use of Student Union facilities;
 - f. The ability to use the Associate Student Inc., (ASI) "Bay Card" for access to campus events.
 - g. The ability to request a Teaching Associate parking permit.

VII. DISTRIBUTION

The appointing department shall provide a copy of this policy to all Teaching Associates at the time of their initial appointment.

VIII. QUESTIONS

Question about this policy should be addressed to the appointing Department Chair or to the Office of Graduate Studies at gradstudies@csueastbay.edu or (510) 885.3286.

Appendix A

ARTICLE 2

APPOINTMENTS, POSTING AND NOTIFICATION

Posting of Appointment Opportunities

- 2.1 The University shall create and maintain a central website on each campus and shall post information on it regarding open hire bargaining unit employee positions when these positions become available. Open hire positions are those positions available for currently enrolled or admitted students that are not used to fulfill a commitment of support made to a student (a) at the time of admission or (b) under an existing advising relationship with a faculty member(s). The University may update or edit this information as appropriate.
- 2.2 By April 1st of each year, the University shall post a summary of bargaining unit positions by department or hiring unit and classification that were filled in that academic year. The University shall notify the Union of the link to the summary of bargaining unit positions.
- 2.3 All postings shall contain the following information:
1. An employment non-discrimination statement.
 2. A general description of the duties performed by each of the classifications covered by the agreement.
 3. The “minimum qualifications” by classification as established by and at the sole discretion of the University.
 4. A statement indicating that exceptions to the minimum eligibility qualifications may be granted at the sole discretion of the University.
 5. Application procedures or hiring unit contact person for bargaining unit positions.
 6. Hiring criteria for each classification.
 7. Percentage or hours of appointment, when known.

8. Deadlines for application and procedures for notification.
- 2.4 The determination of the above information shall be made by the University. Once the University has determined the hiring criteria, they shall not be modified to be more restrictive within the same hiring period.
- 2.5 Departments or other hiring units may also post information regarding open hire positions. Departments or other hiring units may, when necessary, make emergency appointments. For the purpose of this Article an emergency situation is one in which the beginning of the appointment period must begin less than a week after the position is posted.

Appointment Notification

- 2.6 The CSU may make appointments at any time and for any duration. Appointments of Teaching Associates and Graduate Assistants may be made at any time-base. Appointments of Instructional Student Assistants may be made for range of hours over a term(s). Substitute Teaching Associate assignments shall be made for a range of hours, and shall be compensated at the employee's existing hourly rate. Substitute Teaching Associate appointments shall be made from qualified Unit 11 employees who have notified the Department Chair that they are available for appointment as a Substitute Teaching Associate during the period of their primary appointment.
- 2.7 As soon as a hiring decision has been made, and prior to the start of the appointment, the University shall provide written notice of the appointment or reappointment in paper or electronic format to the affected individual.
- 2.8 The notice will include, but not be limited to: the applicable appointment title, appointment time-base percentage (or range of hours), effective dates, salary/wages, health and other applicable benefits and deductions, and tuition and fee waiver or exemption information, department or equivalent unit, department or equivalent unit contact information, response requirements if any, a statement that the position is covered by the collective bargaining agreement between the parties, the collective bargaining agreement's website address, a website address with UAW 4123 contact information and a systemwide website that provides information regarding the requirement and nature of the California Loyalty Oath.
[Note: This website shall include FAQs and a statement that swearing to uphold

the California Constitution does not require the employee to engage in violence.]

- 2.9 Prior to the commencement of the term or as soon as practicable thereafter, the University shall provide the ASE the following information:
- a. the faculty member or supervisor to whom the individual will report,
 - b. the location where the work will be performed,
 - c. the class assigned, if applicable,
 - d. the time and place of any applicable orientations,
 - e. the specific duties and expectations of the appointment as detailed in the form in Appendix F or a campus-based form that contains at least the same information. The University may include estimated time for effective completion of each duty.

The University shall provide advance notice when the above referenced duties are changed significantly. Such changes will be confirmed in writing.

- 2.10 No employee shall be deemed appointed in the absence of an official written notification from the President and the bargaining unit employee's acceptance within the timelines established by the notification. The bargaining unit employee shall have fourteen (14) days from date of written notification to accept the appointment.

Conditions of Appointment

- 2.11 The duration, terms and conditions of an employee's appointment will be specified in the appointment notification. The appointment notification shall state that the appointment automatically expires at the end of the period stated and does not establish an obligation for a subsequent appointment. No other notice shall be provided.
- 2.12 Appointments may be provided for any duration, including multiple academic terms (semesters, quarters). The University will guarantee employment during the first term of appointment. If an appointment is for more than one academic term, employment in academic terms after the first term of the appointment may be conditioned upon budget or enrollment. If an individual receives and accepts a non-conditional appointment, and the position offered and accepted is no longer

available, the CSU will ensure that the employee:

- a. is placed in an appointment at the same level of compensation for the academic term(s) stated in the appointment notification, or
- b. receives the same compensation in lieu of the position for the academic term(s) stated in the appointment notification.

2.13 An employee may be reassigned by the CSU due to the operational needs of the CSU upon written notice. The CSU shall determine its operational needs, including the quality of its instructional and research activities. Any reassignment must be to another position with the same compensation.

2.14 As a condition of employment, all employees must remain academically eligible. In the event the employee becomes academically ineligible, the employee may be removed without pay from or returned to said appointment as set forth below.

- a. Within the first five (5) weeks of an academic term, the University may, at its sole discretion, remove an employee who has become academically ineligible.
- b. If a bargaining unit employee regains academic eligibility, the University shall determine in its sole discretion whether or not to reinstate the bargaining unit employee. Reinstatement, if any, shall be at the level of employment held prior to removal.

2.15 If a student is otherwise eligible for employment as an academic student employee, the University shall not limit the opportunity to apply for a vacant position based on (a) the number of academic units in which the employee is enrolled, or (b) the number of terms of prior employment as an academic student employee, except as necessary to comply with state or federal regulations and/or accreditation requirements.

Appendix B

Detailed Process for Submitting and Approving TA Contracts

Department identifies potential TA.

Department checks TA qualifications (see list below)

Department creates contract in PeopleSoft (CSCI, CLASS, GE, Extension)

Department submits TA's information to College Office

Timeline: Submit 6 weeks before session begins

College Associate Dean checks TA qualifications (see list below)

College creates contract in PeopleSoft (CBE, CEAS)

College submits contract to APS by completing entry in shared spreadsheet

Note: contracts should not be submitted if TA does not meet qualifications.

In particular, if student is not yet enrolled in classes, contract should not be submitted

Timeline: Submit by 5 weeks before session begins

APS (Grad Studies assistant) updates spreadsheet with TA qualifications

APS (Director Grad Studies) checks TA qualifications and approves (updates spreadsheet)

Timeline: Approve by 4 weeks before session begins

College submits spreadsheet of APS approved contracts to Academic Affairs (Contract Specialist)

Note: contracts which have yet to be approved by APS should not be included in spreadsheet submitted to Academic Affairs

Timeline: Submit 3 weeks before session begins

Academic Affairs determines if background check is necessary and initiates check

Academic Affairs completes contract and updates spreadsheet.

Academic Affairs notifies College and Department.

Timeline: Contract complete by 2 weeks before session begins

Required TA qualifications

TA must currently be enrolled in a Master's program

TA must have a social security number

TA must be enrolled in at least 1 unit for semester to be teaching
(XXXX 890 is acceptable)

TA graduate GPA must be 3.0 or better

If new graduate student with no graduate GPA, this qualification is not enforced

TA must be making progress towards degree

TA workload must be no more than half-time (8 WTU)

TAs working in multiple departments or extension may not work a combined total of more than 8 units.