



**UNIVERSITY OF GUAM
UNIBETSEDAT GUAHAN
BOARD OF REGENTS**

RESOLUTION NO. 18-16

**RELATIVE TO APPROVING THE AMENDED RULES AND REGULATIONS FOR
THE RESEARCH/TEACHING ASSISTANTSHIP PROGRAM UNDER THE
STUDENT FINANCIAL ASSISTANCE PROGRAMS**

WHEREAS, the governance and control of the University of Guam is vested in the Board of Regents of the University of Guam; and,

WHEREAS, the provisions of Title 17 of the Guam Code Annotated, Chapter 28, governing the Student Financial Assistance Program and the Student Financial Assistance Fund, state that the Program and Fund shall be administered and granted by the Board of Regents; and

WHEREAS, in accordance with applicable provisions, the Student Affairs, Scholarship, Alumni Relations & Honorary Degree Committee held a public hearing on April 16, 2018 to address the amended Rules and Regulations for the Research/Teaching Assistantship Program and,

WHEREAS, the Senior Vice President for Academic and Student Affairs, the Dean of Enrollment Management and Student Success, and the Director of Financial Aid have all certified that the proposed amended Rules and Regulations for the Research/Teaching Assistantship Program complies with appropriate Public Laws and the Board of Regents' Rules and Regulations; and,

WHEREAS, the Student Affairs, Scholarship, Alumni Relations, & Honorary Degree Committee recommends to the Board, approval of the amended Proposed Rules and Regulations for the Research/Teaching Assistantship Program.


NOW, THEREFORE, BE IT RESOLVED, that the Board of Regents hereby approves the amended Rules and Regulations for the Research/Teaching Assistantship Program.

Adopted this 26th day of April 2018.



Elizabeth C. Gayle, Chairperson

ATTESTED:



Dr. Robert A. Underwood, Executive Secretary

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1.0. BACKGROUND AND STATUTORY AUTHORITY. _____

The Board of Regents of the University of Guam is authorized under Title 17 of the Guam Code Annotated to formulate rules and regulations to equitably and efficiently administer the UOG Research/Teaching Assistantship Program in accordance with Chapter 28 of Title 17 of the Guam Code Annotated.

2.0. DEFINITIONS. _____

As used in these rules and regulations, the following terms will have the following meaning:

- (a) **Academic year:** As defined in the University of Guam Catalog, usually consisting of Fañomñakan (Spring), Fanuchanan (Fall), and Finakpo (Summer) semesters.
- (b) **Academic program:** The specific academic program of study, which will be undertaken to achieve the desired degree.
- (c) **Board:** The Board of Regents of the University of Guam.
- (d) **Bona fide resident:** A recipient who remains a resident of Guam from the initial award of the Assistantship and throughout the Assistantship period.
- (e) **Cash Repayment:** Monetary cash repayment for the period the deficiency was made and no service credit allowed.
- (f) **Fees:** General fees applied to all students including laboratory and course fees.
- (g) **Full-time Status:** Enrollment in nine (9) or more credit hours for graduate students; six (6) or more credit hours for Finakpo (Summer) term (any combination of A, B, or C session). (Summer attendance in the program is optional.)
- (h) **Graduate Council:** A university-wide committee consisting of graduate program chairs, the director of graduate studies, and student representatives with oversight over general graduate matters.
- (i) **Promissory Note:** The document signed by student promising to repay the award in accordance with the rules and regulations specified under the program.
- (j) **Service Credit:** Repayment of award obligation through employment service or through qualified research activity as determined by the school or academic unit where the Research/Teaching Assistants are assigned.
- (k) **Teaching Assistant:** Students selected on the basis of scholarship and promise as teachers and serve an apprenticeship under the tutelage and supervision of regular faculty members who are responsible for curriculum and instruction at the University of Guam.
- (l) **Research Assistants:** Students appointed to the title Student Researcher are selected on the basis of scholastic achievement and promise as creative scholars and serve an apprenticeship under the direction and supervision of a faculty member.

3.0. ELIGIBILITY. _____

To be eligible for the UOG Research/Teaching Assistantship Program, the applicant:

- (a) must be a bona fide resident of Guam from the initial award of the Assistantship and throughout the Assistantship period and either be:
 - (1) a citizen of the United States; or
 - (2) a permanent resident alien; or
 - (3) a non-immigrant alien admitted into Guam under the Compacts of Free Association between the United States and the Federated States of Micronesia, the Republic of the Marshall Islands, and the Republic of Palau; and
- (b) must have an overall grade-point average of at least 3.0 in the applicant's undergraduate studies, or 3.0 in the applicant's master's program;

4.0. SELECTION OF AWARDEE. _____

Procedures for the nominations for Research/Teaching Assistantships and the selection of the awardees shall be established by the Graduate Council and the Financial Aid Office with concurrence of the Senior Vice President for Academic and Student Affairs. Nominees shall apply to the Financial Aid Office no later than the prescribed deadline. The number of awardees are subject to availability of funds.

5.0. APPLICATION PROCEDURE AND REQUIREMENTS. _____

An applicant for an award must provide the following documents:

- (a) A completed application for Research/Teaching Assistantship must be submitted to the University of Guam Financial Aid Office no later than the prescribed due date, along with the letter of nomination from their respective school or academic units where the Teaching/Research Assistants are assigned.

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- (b) Must submit proof of U.S. citizenship (Birth Certificate, Naturalized Certificate, or Passport) or proof of permanent resident alien status (Permanent Resident Alien Card and Passport). For citizens of the FSM, RMI, and Palau, a valid passport and/or birth certificate will be required.
- (c) Must provide any one or a combination of the following documents as proof of residency on Guam:
 - (1) Copies of filed Guam income tax records or tax return transcripts from the most recent tax year.
 - (2) Certified statement from the Guam Election Commission on Voter registration for the past two (2) general elections.
 - (4) Most recent bank statement of mortgage on principal residence.
 - (5) Official transcripts from schools attended on Guam.
 - (6) Any other verifiable documentation that can demonstrate current Guam residency.

6.0. BENEFITS. _____

An award recipient is entitled to the following benefits:

- (a) Tuition waiver of up to eighteen (18) credits per semester and fees per academic year for a period designated in the Research/Teaching Assistant contract but should not be more than two (2) academic years for graduate students.
- (b) An annual stipend of not more than Eighteen Thousand Dollars (\$18,000), Additional stipends may be offered to the Research/Teaching Assistant with funding from the school or academic unit where the Research/Teaching Assistants are assigned.

Awards are contingent on the availability of funds.

7.0. OBLIGATION OF AWARD RECIPIENTS. _____

The recipient of an Award must fulfill the following obligations:

- (a) Comply with all award regulations established by the Board of Regents and the school or academic unit where the Research/Teaching Assistants are assigned.
- (b) Maintain a cumulative grade-point average of not less than 3.0 for graduate students. A student who fails to comply with this regulation shall be placed on probation and must meet the academic standard prescribed herein by the end of the term immediately following the term in which the probationary status was incurred. Individual programs may set higher GPA standards when considering new and continuing awards.
- (c) Obtain written approval by the Board before:
 - (1) Transferring to another institution; transfer(s) may be approved by the Board if such transfer(s) would not extend the length of time required to complete the program.
 - (2) Changing academic/technical program; change(s) may be approved by the Board if such change(s) would not extend the length of time required to complete the program. Such change must be within the established career priorities determined by the Board for the initial year the Award was approved.
- (d) Be employed on Guam on the basis of one year (1:1) for each year that assistance was received by the recipient under the program. The recipient's employment on Guam shall commence within six (6) months after the completion of studies. If a recipient continues their education as a full-time student at a graduate or professional school, the recipient may defer employment on Guam until such additional studies are completed; provided, that written approval is obtained from the Board. A graduate requiring specialized training may postpone that person's employment on Guam while undergoing specialized training as long as the recipient is certified by the director of the training program on an annual basis and upon written approval from the Board.

Recipients have the option of fulfilling their service requirement by engaging in research while under the Assistantship Program. The research must be fully endorsed and authorized by the Dean of the school or academic unit where the Research/Teaching Assistants are assigned or by the relevant approving authority at the Office of Graduate Studies, Sponsored Programs, and Research.

Service credit may be postponed upon written approval from the Board, for up to six (6) years while the recipient is serving in active duty in a branch of the U.S. Armed Services; provided, however, that the student applies for postponement within ninety (90) days of entering the Armed Services and continues to maintain Guam as that person's place of residence;

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(e) By accepting the award, the recipient agrees that the University of Guam may obtain any or all information from the recipient's respective institution as needed to comply with Board rules and regulations. Additionally, the recipient will be required to attend:

- (i) A pre-award interview prior to disbursement of the award; and
- (ii) an exit interview upon completion of degree with the Financial Aid Office.

8.0. PROMISSORY NOTE. _____

The recipient shall execute a promissory note with two (2) responsible co-signers who are financially able to repay the note in the event that the recipient fails to comply with the service obligation provided herein, within one hundred eighty (180) days from the required initial date of employment. The note becomes interest bearing on any amounts unpaid by service credit that are due and payable, which shall be subject to interest on the annual rate of ten percent (10%). The total amount of the note shall be determined upon completion of studies in which assistance was provided by the award. No funds under this Program shall be disbursed until the note has been complied with in accordance to the prescribed rules and regulations of this Program. This Note shall be executed by the Financial Aid Office, Student Financial Assistance Program.

9.0. CONDITIONS FOR CONTINUATION OF AN AWARD. _____

The conditions for continuation of the Award shall include the following:

- (a) The recipient must have maintained that person's status as a regular full-time student and in the academic program for which the award was granted, unless a change of academic program has been authorized in writing in accordance with Board regulations.
- (b) The recipient must maintain satisfactory academic standing in accordance with Regulations §7.0(b).
- (c) The recipient must have complied with all other regulations governing the Award.

10.0. FORFEITURE OF AWARD. _____

Forfeiture of an award shall result from any of the causes listed below, and any award forfeited shall be immediately due and payable.

- (a) Suspension or dismissal for academic deficiency, disciplinary reasons, or conviction of a felony.
- (b) Withdrawal from the institution in anticipation of any action under (a), above or for any other reason(s) not authorized by the Board.
- (c) Failure to maintain status as a full-time student, except a recipient may be allowed by the Board one-academic term to regain full-time status without cancellation of the award, or a recipient may be permitted to carry less than full-time load, if it would not result in the student's failing to graduate within the normal time for completing the program of study.
- (d) Violation of other Board regulations.

11.0. SERVICE CREDIT. _____

For the purpose of repayment of the Award, the recipient shall receive:

(a) Service Credit.

(1) As a condition of selection in the program, each recipient shall agree to begin employment within six (6) months from completion of his/her degree program and to continue in such employment for a period of time equal to one (1) calendar year for each academic year the recipient receives a benefit from the program. If the recipient begins employment on Guam within six (6) months after graduation without interruption, the recipient is considered to have met the obligation to the Board and will receive credit beginning on the date of employment.

(2) Recipients who choose to fulfill the service requirement by performing research or teaching while under the Assistantship must provide a written statement to the Financial Aid Office at the end of each academic semester. Such written statement shall indicate the work performed and whether the recipient is in good academic standing as required by the University. This statement will confirm if the work completed is commensurate with the award given. The written statement must be from the Dean of the school or academic unit where the Research/Teaching Assistants are assigned or by the relevant approving authority at the Office of Graduate Studies.

- (b) **Postponement.** If the recipient wishes not to begin employment on Guam within six (6) months after graduation to continue studies on a full-time basis at an accredited institution of higher education, the recipient may appeal in writing to the Board for permission. Should such permission be granted, the repayment obligation shall be deferred for the period granted to continue the recipient's studies. Without the prior approval of the Board, the recipient who does not begin employment on Guam within six (6) months shall be responsible for repaying all

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funds disbursed during attendance under this program and shall be subject to an annual interest rate of ten percent (10%) in monthly installment payments. Such payments shall not exceed ten (10) years pursuant to the law. The University of Guam Collections Department / Bursar's Office will be charged with computing the recipient's monthly installment payments in the event of default.

- (c) **Interruption.** If a person receiving service credit wishes to temporarily terminate employment on Guam to continue that person's studies on a full-time basis at an accredited institution of higher education as recognized by the Council on Higher Education Accreditation ('CHEA'), or an eligible foreign medical school, that person may appeal in writing to the Board for permission. Should such permission be granted, the repayment obligation shall be deferred for the period granted to continue that person's studies.
- (d) **Ineligibility for Service Credit.** Any recipient who did not receive the degree that that person sought with assistance from Board, without prior written approval, shall be ineligible for service credit. All monies disbursed during attendance under this program will become due and payable under the note, and shall be subject to an annual interest rate of ten percent (10%) in monthly installment payments. Such payments shall not exceed ten (10) years pursuant to the law. The University of Guam Collections Department / Bursar's Office will be charged with computing the recipient's monthly installment payments in the event of default.
- (e) **Leave of Absence.** It is the responsibility of the recipient to inform the University of Guam of their intended leave of absence if such leave is longer than forty-five (45) days. The recipient must remain employed on Guam to receive service credit while on off-Island leave status.
- (f) **Death or Total Disability:** In the event the recipient should become totally disabled (physiological or psychological) or upon death, while completing service credit, any obligation on the note shall be terminated upon certification of two (2) physicians licensed to practice in the United States.
- (g) **Annual Proof of Employment.** It is the responsibility of the recipient to provide the Board of Regents documentary evidence of such employment and, each year thereafter, until such obligation is fulfilled.

12.0. CONFLICT. _____

In the event any revised regulation herein is found to be in conflict with a previous regulation under which a student was awarded financial assistance, the regulation in effect at the time of the award shall continue to apply to the student for the remainder of the recipient's studies for which the award was made.