

**CA/HCA PROVISIONS OF EMPLOYMENT**  
Office of Housing & Residence Life, IUP

**I. COMPENSATION – ALL CAs must have a SS Card prior to being officially hired.**

A. The Head/Community Assistant will receive a waiver of room and board and an established stipend. Note: The average housing cost total is reflective of the higher rate listed for the semester range.

**CA compensation Breakdown**

Avg. Housing (single room @\$2742-3320/sem)	\$6,640.00
Avg. Meals (\$1219 based any 14 & 200 flex )	\$2,438.00
Stipend per year	<u>\$ 450.00</u>
Total	\$ 9,528.00

**HCA compensation Breakdown**

Avg. Housing (single room @\$2742-3320/sem)	\$6,640.00
Avg. Meals (\$1219 based any 14 & 200 flex )	\$2,438.00
Stipend per year	<u>\$ 650.00</u>
Total	\$9,728.00

This remuneration may be altered if budgetary requirements of the University demand a change, if the University or the CA/HCA terminates employment, or if the CA/HCA fails to fulfill the responsibilities specified in the CA/HCA job description and/or these provisions of employment. The stipend will be distributed in three installments throughout each semester with the last distributed upon successful completion of the semester.

Note to International Students: A scholarship/fellowship payment made to a nonresident alien individual is subject to a reduced 14% withholding tax rate, provided that the person is in the U.S. on a F, J, M, or Q visa and is a candidate for a degree. (IRC code 1441(b)) Note that the 14% tax rate only applies to the taxable portion of the scholarship/fellowship award (room, board, travel, etc.), because the tuition/fees portion is exempt from tax under section 117; therefore, no withholding is required on this portion of the award. Please call the Bursar’s office to discuss the timing and impact of this tax on your financial situation prior to returning the CA reply form.

Non-Resident Alien CA/HCA’s are limited to work a maximum of 20 hours per week and therefore not permitted to have additional campus employment outside the CA/HCA job.

Head Community Assistants are required to organize their twenty hour work week in such a way that accommodates five daytime work hours (Mon-Fri; 9:00am-5:00pm).

B. The compensation above is for the entire period, including duties assigned during the period and all training sessions. If a CA/HCA leaves his/her position or is terminated during the semester, s/he will not receive the stipend, and the waivers of room and board will cease immediately. The CA/HCA is responsible for fulfilling the terms of his/her “Residence Halls or Apartment Housing License Agreement and Contract for Dining Services” for the remainder of the contract period while s/he is enrolled as a student.

C. The CA/HCA will be assigned a single room unless the demand for overflow housing is so great that the University is forced to assign a second person to the room on a temporary basis. Assignments are made according to experience, special abilities, and staffing needs and may be moved from one campus area or residential building to another to meet current needs. The CA/HCA’s preference for area and building assignment will be taken into consideration when a move is necessary.

## **II. PRIMACY OF POSITION**

- A. The Community Assistant/Head Community Assistant will hold the responsibilities of the position primary. **Only academic requirements are considered to take precedence over the responsibilities of the position.** CA/HCA's who wish to engage in non-job-related activities (i.e., athletic teams, student government, etc.) must request and receive approval by the Residence/Graduate Director supervisor prior to participating in these activities.
- B. The CA/HCA may hold another on or off campus job with the understanding that the CA/HCA position will be held primary. The CA/HCA job is considered to be 20 hours per week. The Payroll office limits undergraduate employment to 25 hours per week. Therefore, the CA/HCA is limited to a maximum of 5 hours per week on campus or off campus employment, outside the CA/HCA job. This employment must be approved in writing by the Residence/Graduate Director supervisor before acceptance of the job. Forms requesting permission to work off campus are available from the Residence/Graduate Director. The CA/HCA may only hold one position within OHRL (ARAMARK dining service is an exception).
- C. CA/HCA are expected to work 20 hours a week. 5 hours should be posted times that you are available between 9am - 5pm. The remaining 15 hours are flexible hours that should meet the needs of your staff and students, preferably before midnight unless you are addressing a crisis situation. Any number of situations can easily off set the balance of your work week, so it is essential to keep your supervisor informed of changes to your schedule.
- D. The CA/HCA must seek special permission from his/her Graduate/Residence Director if s/he will have academic obligations (i.e. internships, field experience, etc.) that will remove him/her from the residence halls/apartments for extended periods of time. This permission must be sought, in writing, at least six weeks prior to the end of the semester that precedes this obligation.

## **III. TIME COMMITMENT**

- A. The CA/HCA position is a paraprofessional position for which an established remuneration is received rather than an hourly wage. Although no specific hours are mandatory (with the exception of assigned duties), CA/HCA's are expected to spend a significant period of time per week in job-related activities and should be aware that effectiveness is directly proportional to meaningful student and staff contact in residential buildings. On assigned duty nights, the CA/HCA will carry out all obligations and be present in the building from 7:00pm to 7:00am (Sundays through Thursdays) and from 9:00pm to 7:00am (Fridays and Saturdays). Duties may include sitting in the office if/when an Office Worker is not available for a particular shift.
- B. The CA/HCA will be the last to leave residential buildings prior to vacations and will be responsible for inspecting rooms before leaving. S/he will be the first to return during the beginning of each semester to assist with checking in new students and to participate in staff training workshops. Specific departure and arrival times for break will be determined by your

supervisor. Also, the CA/HCA is responsible for conducting regular room health and safety inspections.

- C. Employment as a CA/HCA is contingent upon completion of ALL required training sessions, workshops, and activities.
- D. The CA/HCA will not be away from his/her own room more than one weekend per month plus one additional weekend per semester. If approved by the G/RD, the additional weekend (only) can be added to a weekend away or used to be away on a weekday night. Before leaving for any overnight period, the CA/HCA must inform and get permission from the Director. No two co- CA/HCA's may leave on the same weekend without special permission from the Graduate/Residence Director. Time away from the room for approved residence life conferences or programs will not be subtracted from a CA/HCA's personal time.
- E. Scheduled night classes and standing committees (i.e. fraternity or sorority meetings, club involvement, etc.) must be approved in advance by the Residence/Graduate Director.
- F. All time commitments will be subject to continual review by the Residence/Graduate Director.

#### **IV. SPECIFIC RESPONSIBILITIES**

- A. **The CA/HCA will carry out, accurately and punctually, all assigned duties and all responsibilities outlined in the CA/HCA job description.**
- B. The CA/HCA will abide by all University rules and regulations and maintain a 2.3 cumulative QPA.

#### **V. MAINTENANCE OF POSITION**

- A. The CA/HCA must be enrolled for minimally six (6) academic credits during each semester to retain his/her position.
- B. If the CA/HCA should decide to resign the position for any reason, reappointment in a later semester will be decided on a case-by-case basis according to staff needs and past performance.
- C. If the CA/HCA resigns mid-year, or if the CA/HCA's employment is terminated by the Office of Housing and Residence Life, s/he is still obligated to the **Residence Hall Housing License Agreement and Contract for Dining Services** or the **Housing License Agreement for Apartment Living** for the remainder of the contract's term.
- D. If the CA/HCA is terminated from the position, is asked to resign, or resigns in advance of an impending termination due to job performance issues other than grades, s/he is ineligible for re-hire the same semester. However, s/he may request to be placed in the alternate pool. If honored, s/he will remain in the alternate pool for one year. Unlike alternates who have not

been hired, once employment has been terminated once, the employer is under no obligation to re-hire.

- E. The Office of Housing and Residence Life acknowledges that the **CA/HCA position is a one year commitment**. Any CA/HCA's who wish to return to the position may ask to be included in the alternate pool. **ALL vacancies for the next academic year will be filled from the alternate pool which includes CA/HCA's who wish to return to the position and candidates who have successfully completed the seminar** Stellar performance increases one's chance for continued employment. The CA/HCA position is not guaranteed from year to year. Preference will be given to eligible alternates who will be available to serve for a full academic year.

## **VI. EVALUATION/DISMISSAL/APPEAL PROCESS**

- A. The CA/HCA's performance will be evaluated periodically both by supervisors and by students on his/her floor/wing.
- B. The Graduate/Residence Director supervisor will consult with the Assistant Director and Associate Director of Residence Life at each step of any disciplinary process. **At no time should a staff member be disciplined without this consultation.**
- C. The Assistant Director and Associate Director of Residence Life will receive copies of all discipline-related documentation.
- D. **Failure to abide by University rules and regulations as stated in The Source or in the Residence Hall Housing License Agreement and Contract for Dining Services and/or the Housing License Agreement for Apartment Living may **RESULT IN IMMEDIATE SUSPENSION OF EMPLOYMENT, with pay, pending resolution of the specific charges. The CA/HCA will need to surrender their office key, staff namebadge and all OHRL materials until a disciplinary decision is determined.****
- E. If the CA/HCA fails to meet job responsibilities and/or these provisions of employment, and/or the CA/HCA's supervisor determines that his/her continuance in the position would jeopardize the health or well-being of the staff, residents or themselves, **the CA/HCA's employment may be immediately suspended, with pay, pending the resolution of specific allegations.**
- F. At the first indication of a performance or behavior problem, that is not sufficient to merit immediate suspension of employment, the CA/HCA's supervisor will verbally express concern and explain changes that are necessary to continue being employed. The supervisor will work closely with the staff member to provide support and assistance to overcome the deficiency. A written record of the specific performance issue(s), the expected change(s), and the final outcome will be maintained in the CA/HCA's personnel file. A copy of this record will be made available to the CA/HCA upon request.
- G. If the staff member fails to overcome a deficiency that has already been addressed, or if other

performance issues arise, the supervisor will meet with the individual again to discuss the matter. At this meeting, the supervisor will provide the CA/HCA with a specific, written description of the performance issue(s) observed. The supervisor will inform the individual verbally and in writing that s/he is being issued some form of 'Job Action' ranging from warning to probation. The level of discipline is dependent upon the severity of the performance problem(s). Job action status is provided in order to help the staff member make permanent improvements to his/her job performance. Again, the warning or probation letter must state the specific behavior(s) that the staff member must alter and provide a timeline by which the improvement should be made. This letter needs to be presented in person so that they staff member has an opportunity to ask questions regarding the job action.

- H. If the staff member is unwilling or unable to reach the expected performance level during the specified warning or probationary period, the supervisor will determine if further disciplinary action should be taken and specifically, if the staff member's employment should be suspended, with pay, pending resolution of the allegations. This decision must be communicated verbally and in writing.
- I. In situations where the CA/HCA is accused of violating University policy, the CA/HCA will be referred through the University judicial system. The charges against the CA/HCA will be provided to him/her in writing and will be adjudicated by a hearing officer not affiliated with the residence life program. All due process requirements will be fulfilled in the adjudication process. If the CA/HCA is found "in violation" of one or more University policies and is placed on a judicial sanction, his/her employment will be terminated, unless an appeal is filed. In cases where the CA/HCA files an appeal, the CA/HCA's employment will be suspended, with pay, pending resolution of the appeal.
- J. In situations not involving alleged violations of University policy, the supervisor may recommend termination of the CA/HCA's employment to the Associate Director of Residence Life. To do so, the supervisor will provide the CA/HCA and the Associate Director of Residence Life with the specific allegations, including a clear explanation, in writing. Within 72 hours of receiving the supervisor's recommendation, the Associate Director of Residence Life will meet with the CA/HCA to determine the veracity of the allegations and to decide if termination from the CA/HCA position is appropriate. The CA/HCA may bring relevant witnesses to this meeting and may otherwise provide a defense to the allegations against him/her.
- K. A staff member may appeal a decision of employment probation or job termination based on two grounds -- new evidence or an unfair decision. There is no appeal process for employment warning.
- L. To appeal employment probation, a staff member must submit a letter describing why s/he is appealing the decision to the Associate Director of Residence Life within 72 hours of notification of the decision. The appeal must be in writing and should outline the reason(s) that the staff member believes the decision is unfair and/or should describe the new evidence for consideration. The Associate Director of Residence Life will make the final decision regarding a staff member's probationary status.

- M. To appeal termination of employment, a staff member must submit a letter describing why s/he is appealing the decision to the Director of Housing and Residence Life within 72 hours of notification of the decision. The appeal must be in writing and should outline the reason(s) that the staff member believes the decision is unfair and/or should describe the new evidence for consideration. The Director of Housing and Residence Life will make the final decision regarding a staff member's employment status.
- N. CA/HCAs who are terminated from or leave their positions during the course of an academic year may not be allowed to reside in the residence hall in which they were employed, but will be relocated to other on-campus housing. The immediate supervisor and the Associate Director of Residence Life will make the final determination of the buildings in which the former CA/HCA may choose to reside as s/he fulfills his/her housing obligation to OHRL.
- O. CA/HCAs whose employment is terminated or who choose to leave their position are obligated to fulfill the terms of their housing license agreement. They may appeal for release as per the terms and conditions of the license agreement.

## **VII. RE-APPLICATION**

All CA/HCAs who desire to continue their employment beyond the current academic year may ask to be placed in the alternate pool for the next academic year. ALL vacancies for the next academic year will be filled from the alternate pool which includes CA/HCAs who wish to return to the position and candidates who have successfully completed the seminar. It is understood that the CA/HCA position is a one year appointment. Stellar performance will be taken into consideration during the selection process. Preference will be given to eligible alternates who will be available to serve for a full academic year.

Revised 6/08