(Insert Date)

(Name)

(Address)

(City, State & Zip)

Dear (Insert Name):

On behalf of North Carolina State University and the Department of Athletics in the Chancellor’s Unit, I am pleased to offer you employment in the EPA Professional non-faculty position of (Insert Title) at a gross annualized salary of $(Insert Salary). This appointment carries a (Insert FTE) full time equivalent service obligation for a fixed term beginning (Insert Begin Date), through (Insert End Date) on a fiscal-year (12-month) basis. Please note the effective date of employment is subject to change based on COVID-19 developments and related public health restrictions.

(Insert any specific departmental / college employment responsibilities / commitments here.) [e.g. essential job functions; moving expenses if allowed by policy, etc.]

Employment in this position is contingent upon a satisfactory background check, verification of academic and professional credentials, (including an official copy of your transcript if you are the Instructor of Record for a course offered at NC State for academic credit per [*NC State Regulation 05.20.40, Instructor Qualifications*](http://policies.ncsu.edu/regulation/reg-05-20-40)), and your agreement to abide by the policies, regulations and rules of the University, as well as any funding contingency (as noted on addendum). The information on the attached addendum is incorporated as part of this letter.

Please acknowledge your acceptance of this appointment by signing this letter, and its incorporated addendum, and returning it to me by (Insert Date).

My colleagues and I sincerely look forward to working with you at NC State University. Should you have any questions, please do not hesitate to contact me or our Human Resources Director, (Insert Name).

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name), Director of Athletics

cc: W. Randolph Woodson, Chancellor

(Name, Division Business/HR Officer)

 Human Resources Information Management, Campus Box 7210

I accept this offer and agree to abide by the policies and regulations of the University.



Employment Letter Addendum – Athletics EPA Professional (non-faculty)

Coach (fixed term)

# Employment Policies

Your employment in this position is subject to the Constitution and laws of the United States and the State of North Carolina, and to the policies, regulations and rules of the University of North Carolina and NC State University as adopted and as periodically revised or amended. NC State University policies, regulations and rules, and the UNC Code are located online at <http://www.ncsu.edu/policies/homepage.php> and <http://www.northcarolina.edu/policy/index.php> respectively.

Your performance, salary, and responsibilities will be reviewed according to established University requirements and departmental evaluation criteria.

# Funding Contingency

**Yes \_\_\_\_\_ or No \_\_\_\_.** **Hiring Unit: Is this position funded in whole or substantial part from sources other than continuing State ​budget funds or permanent trust accounts?**

If yes, the source of funding (and successor grants or contracts) for this position is (Specify the source of funding, i.e., name(s) of specific grant(s) or contract(s) or other non-permanent trust account from which the position is funded), and as such, your employment is contingent upon the continued availability of such funding. No State budget funds may be used to fund this position. Please be aware that the effect of this funding contingency may apply without further notice as outlined in section 2.3 of NC State University Policy 05.15.1 <http://policies.ncsu.edu/policy/pol-05-15-01>.

# Orientation & Benefits Enrollment

Please contact the NC State Onboarding Center at (919) 513-1278 or onboardingcenter@ncsu.edu to schedule a time to meet on your first day. Visit the [Onboarding Center Website](https://onboarding.ncsu.edu/), including its “Preparing for Your First Day” section to learn everything you need to know to begin employment. You will also find information about the many services, opportunities, and benefits you have access to in your new position.

Information concerning retirement, health, and other benefits is available through NC State’s Division of Human Resources online at: <http://www.ncsu.edu/human_resources/benefits/> or by phone at (919) 515-2151. **\*IMPORTANT NOTE: Some benefits require enrollment within the first 30 days of employment. To avoid forfeiture or default, please attend a New Employee Orientation session within your first week or two of employment.**

Benefits-eligible EPA Professional non-faculty positions receive 24 days of annual leave per year (accrued at 2 days per month, prorated for less than 1.0 FTE). More information about annual leave, as well as information concerning other applicable leave benefits for EPA employees, are included in the following policy: [http://policies.ncsu.edu/policy/pol-05-15-01.](http://policies.ncsu.edu/policy/pol-05-15-01)

Employees of the University are required to participate in the Direct Deposit Program using their financial institution of choice. Information concerning this program and additional banking options may be found at:

# <http://policies.ncsu.edu/regulation/reg-05-45-01>.

**Proof of Work Authorization**

As required by Federal law, this offer is contingent upon your presentation of authorized documentation that verifies your identity and your eligibility to legally work in the U.S. On or before your start date, you must complete Section 1 of the Form I-9 (Employment Eligibility Verification). No later than three days after your start date, you must present valid documentation to a designated HR representative to complete Section 2 of the Form I-9. If you need employment sponsorship in order to legally work for NC State University, your department must work with HR's International Employment unit to petition for nonimmigrant work-authorized status for you. For assistance, you and your department should contact International Employment & Taxation at 919-513-3338.

# Public Records

This appointment letter, including the payment amounts and other terms and conditions contained herein shall not be confidential and shall be considered a public record within the meaning of the North Carolina Public Records Act, N.C. Gen. Stat. §132-1 et seq.

**Duties and Responsibilities**: You agree to devote your best efforts to the full performance of your duties at NC State, to give proper time and attention to applicable policies, rules, regulations and laws of NC State, The University of North Carolina, the National Collegiate Athletic Association (“NCAA”), the Athletic Coast Conference (“ACC”), the State of North Carolina, and the United States of America. Failure to abide by such policies, regulations and rules may be deemed a violation of this employment agreement and may be grounds for termination for cause.

**Academic Responsibility**: The primary purpose of NC State is education and you understand and agree that your primary employment responsibility is to reinforce and support that mission. Specifically, you will recruit academically qualified student athletes under your coaching or administrative supervision, assisting them in all reasonable ways to make satisfactory academic progress toward completion of a degree in a defined university program.

**External Professional Activities for Pay**: You may engage in external professional activities for pay while employed by NC State upon the following terms and conditions:

* You agree to conduct each such activity in compliance with UNC Board of Governors and NC State policy on External Professional Activities for Pay, and with Section 11.2. of the By-Laws of the National Collegiate Athletic Association, as those policies currently provide or as they may be revised from time to time. Pursuant to those policies, You must file the appropriate Notice of Intent as required by Board of Governors/NC State policy and receive written permission of the Chancellor or designee before engaging in the activity. In addition to the Notice of Intent, and to comply with NCAA rules, you shall report the amount received from each source of income shown in the Notice of Intent. Income reported shall include, but not be limited to:
	+ Income from annuities
	+ Sports camps
	+ Housing benefits
	+ Country Club memberships
	+ Complimentary ticket sales
	+ Television and radio programs
	+ Endorsement or consultation contracts with athletic shoe, apparel, or equipment manufacturers
	+ Complimentary automobile arrangements
* You agree to comply with all ACC, NCAA, UNC, NC State, North Carolina and federal requirements with respect to the receipt or acceptance of any monies, benefits, or gratuities from any person, corporation, booster club, alumni association or group, or other benefactor. This requirement includes that prior written approval of the Athletics Director and Chancellor is required before you may accept any such form of compensation that is more than $ 25.00.
* You agree that NC State retains full and complete ownership and control of its name, its insignia, and the insignia of all its athletic teams and programs for all purposes, including any endorsement or other commercial or non-commercial activity, and further including, but not limited to, the endorsement of products or services such as athletic shoes, apparel, or equipment.

**Incentive-Based Compensation.** You may be entitled to receive post-season bonuses earned in accordance with, and subject to, established NCAA and ACC policies and current NC State Athletic Department Bonus Schedule as approved by NC State Board of Trustees (<http://policies.ncsu.edu/policy/pol-05-15-03>).

**Termination Without Cause (By NC State):**

If NC State terminates this fixed-term appointment prior to the expiration of the prescribed term, NC State will pay you an amount equal to the base gross annualized salary in effect at the date of termination, prorated for the remaining term of your appointment. You acknowledge this amount, which is limited exclusively to the base gross annual salary for the term of your appointment, shall be paid to you in lieu of any and all other legal remedies or equitable relief. In addition, you will be paid for accrued leave up to 240 hours (as provided for in the Employees Exempt from the Personnel Act Policy, POL 05.15.1) and bonuses earned prior to the date of termination without cause will be paid. As of the termination date (or other date as specified by the University), you will no longer be entitled to any of the benefits provided to you during employment including, but not limited to, health insurance, retirement matching, life insurance, courtesy car use, sports or country club memberships, etc. In addition, upon termination without cause you agree to reimburse the University for obligations to the Athletic Department including but not limited to any damages to your courtesy car, personal charges on University P-cards, and outstanding travel advances. In the event that you choose not to reimburse the university directly for these obligations, you acknowledge that such amounts may be deducted from any amounts owed to you by the University pursuant to this paragraph. The University will not be liable to you and will not pay you for any loss of benefits or supplemental/outside income relating to external activities for pay or collateral business opportunities.

If you obtain new employment elsewhere for a lower salary, the University’s financial obligations shall be to pay you the difference between the salary you would have received in your position at NC State and the salary in your new job. You agree that any new position you accept will be at the fair market value for that position. If your salary in a new job equals or exceeds that which you would have been paid at NC State, the University’s financial obligations to you shall cease.

**Termination For Cause.** Provisions concerning termination for cause can be found in the following policy: <http://www.ncsu.edu/policies/employment/epa/POL05.15.1.php>.