

TERMS and CONDITIONS of EMPLOYMENT

The following Terms and Conditions of Employment must be read and agreed to by the appointee in order to be employed by North Carolina State University (NC State):

1. **Compliance with University Policies, Regulations, and Rules.** Your employment at NC State is subject to the 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 as adopted, and as may be periodically revised or amended. You specifically agree to abide by the policies, regulations, and rules of NC State, which are located at <https://policies.ncsu.edu> as well as the UNC System policies. In addition, your employment is contingent upon your compliance with any and all health and safety requirements that have been imposed at or after the time of hire, including, where applicable, those issued by NC State, the UNC System, federal or state agencies, or other collaborating agencies or organizations, and which are necessary for the performance of your duties and responsibilities.
2. **Employment Eligibility Requirements**
 - **Completion of I-9.** Federal law requires each new employee to complete Section 1 of the Employment Eligibility Verification Form I-9 on or before the first day of employment, and Section 2 of the Form I-9 within 3 days after the hire date with an authorized HR representative. Completion of Section 2 will require presentation of original documents by the employee proving identity and legal authorization to work in the United States.
 - **Employment Verification.** In compliance with North Carolina law, NC State verifies each employee's U.S. employment eligibility using the U.S. Department of Homeland Security's E-Verify system. Your employment will be terminated if you fail to comply with the employment authorization requirements or if it is determined that you are not legally authorized to work in the United States.
 - **Legal Immigration Status.** Failure to maintain legal status in the U.S., and/or failure to maintain proper work authorization, will lead to immediate termination.
 - **Sponsored Employees.** Foreign national employees who are sponsored for employment-based immigration status by NC State are not authorized to perform professional services for, and/or be compensated directly by, any non-NC State entity. Federal law expressly limits sponsored employees to performing services for and being compensated directly by NC State.
 - **Changes to Conditions of Employment and Consultation (Foreign Nationals).** Any potential changes to any of the terms and conditions of employment for sponsored foreign national employees (including but not limited to changes in job title, job duties, salary, standard number of hours worked per week, work location, unpaid leave, or termination/separation) must be discussed with International Employment in University Human Resources before such actions take effect. Federal immigration law prohibits certain actions, might require additional employer actions be taken, and/or might require prior United States Citizenship and Immigration Services (USCIS) approval before the action can occur. Failure to notify International Employment could lead to violations of legal status and the loss of eligibility to legally work in the United States which, even if unintentional, could lead to termination of employment and even possible removal from the United States by federal immigration authorities.
3. **Completion of Background Check.** This offer of employment is contingent on the applicant's consent to and the completion of a background check intended to evaluate an individual for employment and to determine whether any conviction, or plea that constitutes an acknowledgement of responsibility, (as defined by [NCSU REG 05.55.08—Background Checks](#)) would render the individual unsuitable to be employed with NC State in the position for which the application was made. The criminal background check does not have a "cap" on the number of lookback years; disclosure should include all convictions. A prior criminal conviction does not automatically disqualify an individual from consideration for employment. Candidate eligibility depends on a variety of factors such as the nature of, and circumstances surrounding, any crime(s); the time elapsed since conviction (or plea acknowledging responsibility) and the rehabilitation record; the actions and activities of the individual since the crime(s), including the individual's subsequent work history; the truthfulness and completeness of the candidate's disclosure of the conviction(s); and any other relevant information. Other background checks (e.g. credit checks, motor vehicle checks) may be required for certain positions. Background checks will not be used to discriminate on the basis of race, color, national origin, religion, sex, disability, age, veteran's status, sexual orientation, genetic information or political affiliation.

4. **Duty to Report Conviction.** Employees are required to report any conviction (as defined by [NCSU REG 05.55.08 – Background Checks](#)) to their immediate supervisor within five (5) days of the conviction. Any employee who fails to report a conviction or to cooperate with NC State with respect to obtaining information surrounding such conviction shall be subject to disciplinary action up to and including termination.
5. **Verification of Credentials.** NC State is required to verify an applicant's credentials and qualifications relevant to employment. By signing this Terms and Conditions Form, you authorize the release to NC State of any document or information within the possession of a third party, such as an educational institution or licensure body that may serve to verify any representations made by you on your employment application materials. **Any employee considered as instructional faculty** is subject to [NCSU REG 05.20.40 – Instructor Qualifications](#), which may require provision of an official transcript from the issuing institution. When the credentials involve an earned degree from a foreign institution, appropriate documentation may require an evaluation of the transcript by a certified external evaluation agency (i.e., World Education Services). Employees are responsible for any cost associated with providing the documentation of qualifications to NC State. If NC State is unable to verify an employee's credentials, the employee is subject to termination for failure to comply with a term or condition of employment.

Many U.S. institutions participate in the National Student Clearinghouse. If yours does, you can request online that an official transcript be sent to NC State. Click the link to request a transcript through the [Clearinghouse](#).

If you hold degree(s) from other than an accredited U.S. institution, NC State will accept a transcript evaluation from an accredited foreign credential evaluation service such as [World Education Services](#).

Official transcripts should be sent directly by the institution or certified external evaluation agency to the following mailing address or email address (we cannot accept transcripts from the employee):

HR Information Management

**Transcript Officer
North Carolina State University
Campus Box 7210
Raleigh, NC 27695**

Email: hrimtranscriptofficer@ncsu.edu

6. **False or Misleading Information.** Any applicant who provides false or misleading information on an employment application or during the hiring process shall have their employment application rejected or job offer rescinded. Any employee at NC State determined to be qualified and selected for a position based on falsified work experience, education, registration, licensure, or certification information that was a requirement for the position shall be terminated from employment. Any other post-hire falsification of employment-related documentation (i.e. timekeeping or leave records, requests for reimbursement of travel expenses, etc.) or university business-related documentation by an employee shall be grounds for disciplinary action up to and including termination.
7. **Maintaining Necessary Credentials.** Some positions require licensure, registration, or certification in accordance with North Carolina General Statutes or administrative regulation as a qualification for the position. An employee who fails to obtain or maintain the required license, registration, or certification required for the position shall be subject to termination for failure to comply with a term or condition of employment.
8. **Illegal Substance-Free Workplace.** It is the policy of NC State to maintain an illegal substance-free workplace and campus. The unlawful manufacture, distribution, possession and/or the use of controlled substances or the unlawful possession, use or distribution of alcohol is prohibited on NC State's campus, in the workplace, or as part of any of the university's activities. The workplace includes all university owned or leased premises and wherever any university program or activity is being conducted. Any employee reporting to work under the influence of alcohol or illegal drugs or using alcohol or illegal drugs on the job shall be subject to disciplinary action up to and including termination. More information may be found at [NCSU POL 04.20.02 – Alcohol Policy](#), [NCSU POL 04.20.05—Illegal Drugs](#) and [NCSU REG 04.20.01—Alcohol Regulation](#). NC State provides for substance abuse programs to assist employees in addressing substance abuse issues.
9. **Direct Deposit Program.** All NC State employees are required to participate in the Direct Deposit Program using a financial institution (bank or credit union) of their choice. Information regarding this program and its requirements may be found at [NCSU REG 05.45.01 – Direct Deposit of Pay](#).
10. **Payment Adjustment for 9-month Employees.** Employees who are on an academic year (9-month) appointment will receive their pay spread across the 12-month fiscal year (July 1-June 30). As a result, pay received in July through

December includes advance payment for the upcoming/current academic year; May and June paychecks include post-payment for the concluding academic year. For the initial academic year appointment, the first payment is in August (and constitutes 2/12ths of the academic year salary) and the final payment is in June, unless otherwise specified by the Payroll Unit. Employees on an academic year appointment whose employment ends before completion of the fall semester will owe NC State reimbursement for the proportionate amount of any pre-payment, also referred to as an "overpayment."

11. **Payment Withholding.** So long as not inconsistent with applicable wage and hour laws, employees specifically authorize and grant permission for NC State to withhold any amount from the employee's final paycheck to pay for the cost of any university/state-owned property that the employee fails to return upon separation from employment or for any debt owed to the university. In addition, by signing these Terms and Conditions of Employment, you specifically authorize and grant permission for NC State to withhold from your paycheck the amount of any debt owed to NC State.
12. **Identification Numbers.** Each employee must provide a U.S. Social Security Number (SSN), if one has been issued to the employee, so that NC State may meet its income-reporting, tax withholding and other obligations under state and federal law. All NC State employees will be assigned a university-generated Employee Identification Number after hire that will be used for internal university functions.
13. **Orientation and 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](#), 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: <https://benefits.hr.ncsu.edu/> or by phone at (919) 515-2151. ***IMPORTANT NOTE: Eligible employees hired on or after September 1, 2023, all 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.**
Academic-year (9-month) faculty do not earn leave. Fiscal year (12-month) appointments are eligible for 24 days of annual leave per year (accrued at 2 days per month, prorated for less than 1.0 FTE). Annual leave is vested for full payout of the available balance up to 240 hours after two years of continuous employment. The two years represents the total employment time with the State of North Carolina, local government in North Carolina, the UNC System, and/or NC State University. If employment is terminated before the two-year vesting period, annual leave will be paid based on the following formula: eight hours per month minus any annual leave taken. More information about annual leave, as well as information concerning other applicable leave benefits for EHRA employees are included in [POL 05.15.01](#).
14. **Retirement Plans.** State law requires permanent employees who are regularly scheduled to work 30 hours or more each workweek to participate in either the Teachers' and State Employees' Retirement System (TSERS) or the Optional Retirement Plan (ORP). The appointee makes an irrevocable election of one of these retirement options within 30 days of his/her effective date. Each employee is required to contribute the set amount of his/her gross salary into the chosen retirement plan through payroll deduction; the State retains the right to amend the contribution rate.

New Employees Participating in TSERS or LEORS. Employees who are hired on or after September 1, 2020 by NC State and who a) upon hire, enroll in TSERS or LEORS; b) have an Average Final Compensation (AFC) of \$100,000 or greater, as adjusted annually for inflation, and c) who have been identified by their respective retirement system to have met their Contribution-Based Benefit Cap (CBBC) ("affected employees") may choose either to pay the difference between their contributions and their expected benefit in order to receive a full pension benefit; or to receive a reduced pension benefit. Effective September 1, 2020, NC State will no longer cover any amounts created by CBBCs for affected employees. More information may be found at <https://benefits.hr.ncsu.edu/tsers/>.
15. **Compliance and Integrity.** Compliance and integrity are components of your annual performance evaluation. All employees are expected to perform their jobs in compliance with all federal, state, and local laws and in compliance with all University Policies, Regulations, and Rules. All employees are expected to act with integrity and engage in ethical decision-making and to avoid conflicts of interest at all times.
16. **Patent Policy.** Employees must comply with and abide by the University's [Patent and Tangible Research Policy, NCSU POL 10.00.01](#). This means that employees must promptly communicate to NC State's Office of Technology Commercialization and New Ventures a full and complete disclosure of all inventions. Further, employees must and do assign to the University their right title and interest in all inventions that the employee conceives or reduces to practice during the course of their employment or in connection with the employee's use of NC State facilities or funds

administered by the University. Employees will be required to sign an agreement acknowledging and agreeing to these obligations.

17. **Position Contingent on Funding.** Yes No Your position is an EHRA faculty or non-faculty position and is funded in whole or in substantial part from sources other than continuing state budget funds or permanent trust accounts, specifically _____ . Consequently, your service in this position is contingent upon the continuing availability of the above-listed funding source (or, if such funding source changes during the appointment, upon the continuing availability of that funding source) for the position and that the effect of such contingency is that the appointment may end without the notice required in [EHRA Policy, NCSU POL 05.15.01](#).
18. **Interpersonal Relationships and Anti-Nepotism.** Employees are subject to [NCSU POL 04.20.06](#) (Interpersonal Relationships Among Faculty, Staff & Students). If you have a familial or amorous relationship with someone for whom you have educational or employment decision responsibility, or, if after becoming employed at NC State you develop such a relationship, you must notify your supervisor, Human Resources (Employee Relations) or the Office for Institutional Equity and Diversity in order to develop a conflict management plan. Failure to do so could lead to disciplinary action, up to and including separation from employment.

I certify that I have read and understand the foregoing Terms and Conditions of Employment. I hereby agree to these Terms and Conditions with respect to employment at NC State. I understand that a failure to comply with the Terms and Conditions of Employment may either result in the employment offer being rescinded, the employment agreement being voided, or if I have begun work, the employment being terminated.

Signature

Date

Printed Name