



## TERMS OF A/P FACULTY OFFER

<b>Date of Offer:</b>	April 7, 2025
<b>Response Due Date:</b>	April 8, 2025
<b>Name:</b>	Nelson Hernandez
<b>Department Name:</b>	Athletic Department
<b>Annual Salary:</b>	200,000.00
<b>Hours Per Week:</b>	40+. Nights and weekends as needed.
<b>Start Date:</b>	April 4, 2025
<b>End Date (if applicable):</b>	April 30, 2026
<b>Position Number:</b>	OLF028
<b>Rank:</b>	Lecturer
<b>Title:</b>	General Manager (GM) / Men's Basketball
<b>Tenure Status:</b>	Non Tenure-Track
<b>Appointment Type:</b>	Restricted
<b>Period of Appointment:</b>	Calendar Year
<b>Location of Work:</b>	Blacksburg - Main Campus
<b>Workplace Arrangement:</b>	Onsite

### INITIAL APPOINTMENT:

Your initial appointment to a non-tenure track administrative or professional faculty position is continued based on the need by the university for the scope and level of services being provided, and available funding. Please see the Faculty Handbook for policies specific to administrative and professional faculty positions.

University policy requires that a conviction check be conducted for all new employees. Similarly, a driver's check is required for certain positions that require significant driving responsibility. You will be notified if any issues arise. This offer is contingent upon satisfactory completion of the required conviction and/or driver's check.

### ANNUAL AND SICK LEAVE:

Full-time faculty earn two days (16 hours) of annual leave per month. Faculty on part-time appointments receive proportionate annual and sick leave. Annual leave must be taken during the term of appointment. Full-time, restricted employees receive ten hours per month of sick leave. Sick leave will not extend beyond the date of termination. Faculty members who elect the state retirement program, Virginia Retirement System (VRS), may select a state-defined program for sick leave and short term disability. This option will be described to eligible faculty members during benefits enrollment. Unused sick leave will not be compensated at termination of appointment. Faculty in restricted appointments do not receive payment for annual leave balances upon separation of employment or change in status.

### PAY PERIODS AND AUTOMATIC CHECK DEPOSIT:

Salary is paid in semi-monthly installments on the 1<sup>st</sup> and 16<sup>th</sup> of the month over the calendar year. There is a one-week lag between the payroll period and receipt of the related pay. Salary for the payroll period of 10<sup>th</sup> through 24<sup>th</sup> of the month is reflected in the paycheck on the first of the subsequent month. Salary for the payroll period of the 25<sup>th</sup> through the 9<sup>th</sup> of the month is reflected in the paycheck on the 16<sup>th</sup> of the month. Payment is made directly to the faculty member's bank or financial establishment by university policy.

New faculty on academic year appointments beginning in the spring semester (December 25<sup>th</sup> or later) will receive equal paychecks from their starting date until August 16<sup>th</sup>. The one-semester earnings are spread over the entire period to provide paychecks throughout the summer and benefits deductions for the summer months. A new calculation of semi-monthly earnings will be made and become effective with the first paycheck of the subsequent academic year.

#### **SUMMER EARNINGS:**

Academic year faculty are eligible for additional earnings during the summer through an instructional assignment in Summer Sessions, or through approved sponsored research or public service activities. The total of special compensation earned through all university programs in the summer by any faculty member on an academic year appointment shall not exceed 33<sup>1</sup>/<sub>3</sub> percent of the base annual salary for the preceding academic year.

#### **HEALTH CARE COVERAGE AND BENEFITS:**

Employees wishing to enroll in a health insurance or flexible spending plan must make the election within 30 days of beginning employment. Employees can enroll online using [Cardinal](#) or by submitting an enrollment [form](#) (along with required supporting documentation, if applicable) to Human Resources via the secure HR [dropbox](#). Health insurance coverage will be effective the first of the month following the date of employment, except for those hired on the first day of the month. In this case, health insurance coverage will be effective that day. Additional information is available on the [HR webpage for health insurance](#) and the [Commonwealth of Virginia's webpage for health insurance](#). Plan options will also be covered during New Employee Orientation.

#### **RETIREMENT PLAN PARTICIPATION:**

As an employee of the Commonwealth of Virginia, you are required to contribute five percent of your gross salary to the Virginia Retirement System (VRS) Hybrid Plan or a qualifying Optional Retirement Plan (ORP). If you are an active or former Commonwealth of Virginia employee, there are a limited number of situations where you may qualify for different retirement benefits. During orientation, a representative from the Division of Human Resources will review the various components of the retirement programs and how they apply to you. You will have sixty days from your start date to choose a retirement plan. If you don't complete a retirement election form within sixty days of your start date, you will be automatically enrolled in the Virginia Retirement Plan. The auto enrollment will also impact sick leave benefits and disability plan options. For general information about the retirement plan and how it applies to new, active, and former employees, visit <https://www.hr.vt.edu/benefits/retirement.html>

#### **EMPLOYEE ELIGIBILITY VERIFICATION AND WORK AUTHORIZATION REQUIREMENTS (I-9):**

Virginia Tech participates in E-Verify to confirm work authorization of employees. Federal laws require that, either prior to or on the first day of employment at Virginia Tech, you must present acceptable documentation of your identity, and proof of U.S. citizenship or an alien status authorized to work in this country. A list of acceptable documents can be found at <https://www.uscis.gov/i-9-central/form-i-9-acceptable-documents>. Information related to E-Verify can be found at <https://www.e-verify.gov/about-e-verify>. Employment is contingent upon your meeting this requirement.

#### **VERIFICATION OF HIGHEST DEGREE:**

All A/P faculty candidates will have a degree verification of their highest degree completed prior to employment. Human Resources will conduct this through a certified vendor and will communicate any issues that may be identified. Employment as a faculty member is contingent upon verification of the highest degree obtained.

Human Resources will retain the verification for audit purposes. In cases where Human Resources is unable to complete the verification for any reason, the candidate will be responsible for providing an official transcript to Human Resources within 30 days of notification by the university. A credential evaluation report for transcripts issued by a foreign institution is required. Virginia Tech will accept evaluations from members of the National Association of Credential Evaluation Services (NACES). If the transcript is not in English, an official English translation is required and may be obtained from any member of the American Translators Association.

#### **EXPORT COMPLIANCE REQUIREMENTS:**

Should it be necessary for you to have Virginia Tech petition for an H-1B, H-1B1 Chile/Singapore, L-1, or O-1A visa, the United States Citizenship and Immigration Service (USCIS) requires that Virginia Tech certify it has reviewed Export Administration Regulations (EAR 15 CFR 730-774) and International Traffic in Arms Regulations (ITAR 22 CFR 120-130) and determined whether or not a U.S. Government export license is needed to release controlled technology or technical data to you. You and your department are required to coordinate this review with the Office of Export and Secure Research Compliance (OESRC) prior to submission of your visa petition to USCIS.

#### **SELECTIVE SERVICE REQUIREMENT FOR MALE EMPLOYEES:**

An amendment to the Code of Virginia requires selective service compliance as a condition for employment. **Newly hired faculty, staff, and students cannot start work until they have satisfied the conditions of the state law.** To comply with this Code change, which became effective July 1, 1999, **all male prospective employees** must complete the *Selective Service Registration Questionnaire* before they can start work. After you accept our offer of employment, you will be asked to complete this form. Prospective employees who indicate on the form that they were *required to register but did not register* must present verification from the Selective Service System to Human Resources, indicating the requirement is terminated or inactive before they can be hired. If you are unaware of your status, you are strongly encouraged to contact Selective Service System at 1-847-688-6888 for a determination as soon as possible so that you may obtain the appropriate paperwork in advance of your effective hire date.

#### **SOCIAL SECURITY NUMBER AND UNIVERSITY ID:**

Virginia Tech is required by federal law to report income along with Social Security numbers (SSNs) for all employees to whom compensation is paid. Employee SSNs are maintained and used by the university for payroll, reporting, and benefits purposes and are reported to federal and state agencies in formats required by law or for benefits purposes. You will be assigned a university ID number that will be used to manage your employment records thereby protecting the confidentiality of your Social Security number. The university will not disclose an employee's SSN without the consent of the employee to anyone outside the university except as mandated by law or required for benefits purposes.

#### **FINAL APPOINTMENT APPROVAL AND FACULTY HANDBOOK:**

The terms and conditions of faculty employment are found in the Faculty Handbook, which is subject to change at any time by the Board of Visitors. The handbook is available at [www.provost.vt.edu](http://www.provost.vt.edu). Appointments of faculty reporting to the President or senior managers and their direct reports are subject to final approval by the Board of Visitors. All appointments of faculty-ranked Athletic personnel are subject to final approval by the Board of Visitors.

All employees are expected to ensure that business activities are conducted properly and in compliance with various federal and state laws. A list of all policies in effect is located on the university's website at [www.policies.vt.edu](http://www.policies.vt.edu).

## **NEW EMPLOYEE ORIENTATION:**

Once you have e-signed and your acceptance has been received, please follow the link and directions in your *Onboarding Portal* to sign up for new hire orientation. Additional details about orientation, including dates, parking information, and the schedule are available at [www.hr.vt.edu](http://www.hr.vt.edu) on our orientation page. Please take the time to review the materials on the website prior to attending orientation.

## **OTHER TERMS OF THIS APPOINTMENT:**

The university will provide a recruitment bonus, as defined in Policy 4005, Exceptional Recruitment and Retention Incentive Options Policy, in the amount of **\$12,000**. Please be aware that this bonus will be subject to federal and state income tax withholdings.

The bonus payment is conditioned upon you remaining in the employment of the department for a minimum period of one year from the start date. Should you fail to remain in employment at Virginia Tech for that period, you will be required to repay to the department a prorated portion of the gross bonus amount.

- **The initial term of this appointment will be from April 4, 2025 to April 30, 2026.**
- **The University will pay you supplemental compensation for services in media relations and Hokie Club appearances performed while employed by the University in the following amounts:**
  - **\$12,500 payable June 1, 2025**
  - **\$12,500 payable September 1, 2025**
  - **\$12,500 payable December 1, 2025**
  - **\$12,500 payable March 1, 2026**

Re-appointment and salary increases are not automatic, and this appointment does not provide you with any right to continued employment or the expectation of continued employment beyond the stated term. Any consideration of your continued employment at the University will be conditioned on a high level of performance of all your duties and responsibilities. Due to the nature of intercollegiate athletics, neither Section 7.5.1 Non-Reappointment of Administrative and Professional Faculty on Regular Appointments, nor Section 7.5.2 Non-Reappointment of Administrative and Professional Faculty on Restricted Appointments, found in the Faculty Handbook, will apply to your appointment. If you have questions regarding this exclusion, see the Assistant AD for Human Resources for Athletics. The Faculty Handbook can be seen online at [http://provost.vt.edu/faculty\\_affairs/faculty\\_handbook.html](http://provost.vt.edu/faculty_affairs/faculty_handbook.html)

In the event the University terminates this appointment without just cause prior to **4/30/2026**, your benefits will cease at the end of the month in which the appointment is terminated and the University will continue to pay your base salary plus supplemental compensation throughout the stated term; provided, however, that you do not accept another coaching, teaching, faculty, or staff position of any kind associated or dealing with athletics at any level (high school, college, or professional) during the stated term of this appointment. Should you accept such a position, the University will be entitled to offset the stated salary and supplemental compensation above dollar-for-dollar against the new position salary. You agree not to enter into any agreement with a successor employer or other third party payor with the intention or effect of evading the University's right of offset. You agree to provide the University written notice of any new position and the terms of any new position within five (5) days of accepting the position.

You agree at all times to perform your services in compliance with and in a manner consistent with said rules, constitutional provisions, bylaws, policies, regulations and interpretations, as now constituted or as they may be amended, of the University, the Athletics Department, the NCAA or any athletics division or conference of which the University is a member. In accordance with NCAA rules and regulations, you expressly agree that if found in violation of NCAA regulations you will be subject to appropriate disciplinary or corrective action as set forth in the provisions of the NCAA Enforcement Procedures and other relevant NCAA regulations. You have an affirmative obligation to fully cooperate in the infractions process, including the investigation and adjudication of the case. In addition, you should be aware that you are subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process and you may be suspended for a period of time, without pay, or your employment may be terminated if you are found to be involved in a deliberate or serious violation of NCAA regulations.

In accordance with NCAA rules and University policies, you understand that you will be required to disclose outside income or benefits, through the Athletics Department to the University's President on an annual basis as well as other University reporting requirements.

Additionally, it is understood that you will manage financial resources for your area in accordance with the approved university operating budget for the current year. All disbursements will be appropriately committed via university and state procurement policies.