

AGENDA

CRAVEN COMMUNITY COLLEGE

BOARD OF TRUSTEES

APRIL 16, 2019

5:30 pm – Meeting in Ward Boardroom, New Bern Campus

- | | | |
|-------|---|------------------------------|
| I. | Call to Order | <i>Bill Taylor, Chair</i> |
| II. | Administrative Items | |
| | (1) Roll Call | <i>Ray Staats, Secretary</i> |
| | (2) Agenda Review and Adoption | <i>Bill Taylor</i> |
| | (3) Conflict of Interest Declaration | <i>Bill Taylor</i> |
| | (4) Public Comment | <i>Bill Taylor</i> |
| | (5) 2019 SEI Filings | <i>Cindy Ensley</i> |
| III. | Consent Agenda (<i>motion</i>) | <i>Bill Taylor</i> |
| | (1) Approve Board of Trustees Meeting Minutes (March 19, 2019) | |
| IV. | WFD Report (<i>info</i>) | <i>Gery Boucher, VP</i> |
| V. | WFD Accountability/Credibility Policy Report (<i>motion</i>)
(Fall/Spring/Summer 2018) | <i>Gery Boucher</i> |
| VI. | Old Business | |
| VII. | New Business | |
| | (1) Academic Support Center Renovation Design Agreement (<i>motion</i>) | <i>Jim Millard</i> |
| | (2) Receive BP 5.6 Foreign National Compliance Policy for Review (<i>info</i>) | <i>Ray Staats</i> |
| | (3) Appoint Board Officer Nomination Committee (<i>motion</i>) | <i>Bill Taylor</i> |
| VIII. | Reports | |
| | (1) President | <i>Ray Staats</i> |
| | (2) Attorney | <i>Jamie Norment</i> |
| | (3) Chair | <i>Bill Taylor</i> |
| | (4) Student Trustee | <i>Stevie Gaskins</i> |
| | (5) Foundation President | <i>Jeff Williams</i> |
| IX. | Personnel Matters - Closed Session {G.S. 143-318.11(a)(6)} | <i>Bill Taylor</i> |
| X. | Adjournment | <i>Bill Taylor</i> |

**CRAVEN COMMUNITY COLLEGE
BOARD OF TRUSTEES
ROLL CALL**

April 16, 2019

Mr. Steve Cella

Ms. Cora Chadwick

Mr. Ken Crow

Ms. Jennifer Dacey

Mr. Ronald Knight

Ms. Carol Mattocks

Ms. Allison Morris

Mr. Kevin Roberts

Ms. Robin Schaefer

Mr. Bill Taylor

Mr. Whit Whitley

Ms. Brenda Wilson

Ms. Stevie Gaskins, Student Trustee (ex officio)

Mr. Jeff Williams, CCC Foundation President (ex officio)

Agenda Review/Conflict of Interest Declarations

Each member of this board of trustees is reminded of their obligations and duties under the State Government Ethics Act. Trustees must continually monitor, evaluate, and manage their personal, financial, and professional affairs to ensure the absence of conflicts of interest or even appearance of conflicts of interest. Does any member of this board know of an actual conflict of interest which exists with regard to any matter coming before this board?

CRAVEN COMMUNITY COLLEGE
BOARD OF TRUSTEES
MEETING MINUTES
MARCH 19, 2019

The Craven Community College Board of Trustees met on Tuesday, March 19, 2019, in the Ward Boardroom of the Brock Administration Building on the New Bern campus with Board Chair Bill Taylor presiding. The meeting was called to order at 5:31 pm.

Roll Call

President Raymond Staats called the roll.

Voting members present were: Ms. Cora Chadwick, Mr. Steve Cella, Mr. Ken Crow, Ms. Jennifer Dacey, Mr. Ron Knight, Ms. Carol Mattocks, Ms. Allison Morris, Mr. Kevin Roberts, Ms. Robin Schaefer, Mr. Bill Taylor, and Mr. Whit Whitley

Voting members absent were: Ms. Brenda Wilson

Ex Officio members absent were: Ms. Stevie Gaskins, SGA President, Mr. Jeff Williams, CCC Foundation Board President

Others present were: Dr. Raymond Staats, College President and Board Secretary; Mr. David Ward, Attorney, Ward and Smith; Dr. Kathleen Gallman, Vice President for Instruction; Mr. Jim Millard, Vice President for Administration; Mr. Gery Boucher, Vice President for Students; and Ms. Cindy Ensley, Executive Assistant to the President and Board of Trustees.

Chair Taylor declared a quorum present for the meeting.

Agenda Review and Adoption

Chair Taylor reviewed the revised agenda (attached). Trustee Knight motioned to accept the agenda as presented; Trustee Roberts seconded the motion and all approved.

Conflict of Interest Declaration

Chair Taylor read the conflict of interest statement. Members noted no conflicts.

Public Comment

Chair Taylor called for public comment and none was expressed.

Oath of Office

Executive Assistant Cindy Ensley administered the oath of office to Bill Taylor after receiving notification from the Governor's Office. Trustee Taylor's reappointment ends June 30, 2022.

Consent Agenda

Trustee Mattocks motioned to accept the minutes (attached) of the February 19, 2019 meeting as presented; Trustee Schaefer seconded the motion and the motion passed unanimously.

Spring Enrollment

VP Gery Boucher noted a five percent decline in FTE from spring 2018 due to Hurricane Florence and recent increased job opportunities. President Staats stated the overall FTE impact from the hurricane to the College amounted to approximately \$350,000; hopefully, recoverable over the next two years by legislative action.

Student Services Report

VP Boucher reported on the implementation of an in-house counselor in partnership with local counseling service providers. Recovery initiatives continue to aid students in hurricane relief to enable them to continue their education.

Facilities 5-Year Plan

VP Jim Millard showed how the College is planning to use its funds from the County to support the physical maintenance of both campuses (attached).

Strategic Plan Goal 1

President Staats highlighted progress during the 2nd year of the College's 2017-2022 Strategic Plans with respect to "Teaching and Learning" (attached). VP Boucher noted a new apprenticeship program with FRC-East to provide training in industrial maintenance and soft skills over two semesters for 40 job openings.

Old Business

No report.

New Business

Approve NCCCS 3-1 for Project 2479 (Curbing Repair): VP Millard explained the need to submit a capital improvement project request to repair curbing damaged by Hurricane Florence. Trustee Roberts motioned to approve the request; Trustee Mattocks seconded the motion and the motion passed unanimously.

Approve 2019-2020 Student Fee Schedule: VP Millard noted the new and changed fees on the schedule (attached) for the next fiscal year. Trustee Chadwick motioned to approve the fee schedule as presented; Trustee Knight seconded the motion and the motion passed unanimously.

Approve 2019-2020 County Fiscal Year Budget Proposal: President Staats presented the proposed County budget for next fiscal year asking for an increase of \$212,917. The County Manager and staff are aware of the additional money needed for the VOLT Center and STEM Building. Trustee Schaefer motioned to approve the budget as presented; Trustee Whitley seconded the motion and the motion passed unanimously.

Board Self-Evaluation and Timeline: For information purposes, Executive Assistant Ensley shared the annual self-evaluation, noting a return deadline of April 16. The results will be discussed at the board retreat in June.

Reports

President: President Staats reported on obtainment of the First Stop Project certificate of occupancy. The remaining items on the punch list should be completed soon. The ribbon cutting ceremony will be at 4:00 pm on Tuesday, April 16, just prior to the board meeting. NCCCS President Peter Hans visited Craven on March 7 and President Staats was able to discuss various issues affecting our college. Two students, affected by Hurricane Florence, shared their stories during the visit. CarolinaEast Health Systems has awarded the college a \$75,000 grant over the next two years for an additional faculty member to facilitate increasing the size of the annual ADN student cohort.

Craven Community College
Board of Trustees Meeting Minutes
March 19, 2019
Page Four

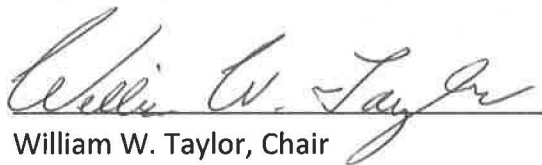
Attorney: No report.

Chair: No report.

Adjournment

With no further business to be presented, Chair Taylor adjourned the meeting at 7:12 pm.

Respectfully submitted:

A handwritten signature in cursive script, appearing to read "William W. Taylor", written over a horizontal line.

William W. Taylor, Chair
April 16, 2019

A handwritten signature in cursive script, appearing to read "Raymond W. Staats", written over a horizontal line.

Raymond W. Staats, Secretary
April 16, 2019

ce 4/1/19



Enriching Lives, Creating Futures

WORKFORCE DEVELOPMENT REPORT

April 2019

UPDATES

- WFD Fire Academy
 - Started January 8; graduation April 12
 - 8 students
 - 553 class hours
- Manufacturing Career Pathway
 - BSH Initiative:
 - Started March 11
 - Fill 50 jobs
 - 17 Students

UPDATES

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- HRD Job Readiness Boot Camps to open new locations (May 2019)
 - Havelock - Annunciation Catholic Church
 - Vanceboro – Ft. Barnwell location
- FRC East Apprenticeship Fall 2019
 - Apprenticeship training includes 358 WFD instructional hours and 18 curriculum credit hours per student
 - 40-75 students annually

WFD Enrollment

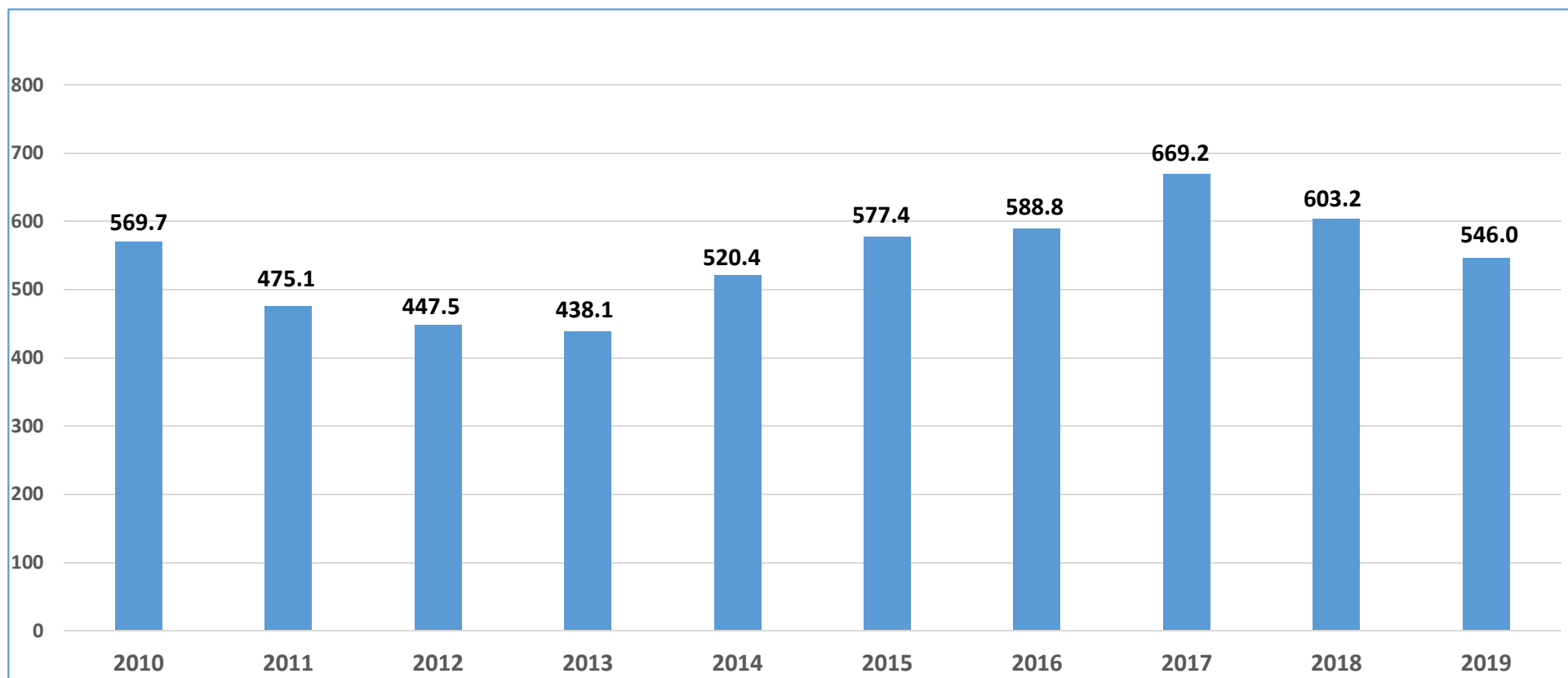
WFD FTE	
Year	FTE**
2016	588.8
2017	669.2
2018	603.2
2019	546.0*
% Change from 2018/19	-9.48%

Self-Support FTE	
YEAR	FTE**
2016	22.97
2017	41.41
2018	38.84
2019	35.03*
% Change from 2018/19	-9.80%

*Estimated FTE; Spring Semester ends 5-15-19

** FTE based on 512 divisor

WFD FTE 10-Year Trend



Enriching Lives, Creating Futures



800 College Court, New Bern, NC 28562
252-638-7248

305 Cunningham Blvd., Havelock, NC 28532
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www.cravencc.edu

March 25, 2019

To: Gery Boucher, Vice President for Students

Re: Accountability/Credibility Policy Report for **Fall 2018**

Workforce Continuing Education Class Visitation Plan Report

In accordance with Craven Community College's Class Visitation Plan, fifty (50) percent of all off-campus and distance education classes which meet more than 12 hours (excluding self-supporting and community service classes) will be visited each semester by the instructor's supervisor or a designated representative approved in writing by the senior continuing education administrator. Twenty-five (25) percent of all on-campus classes meeting the above criteria will also be visited and documented each semester. In addition, the senior continuing education administrator or designee will visit a ten (10) percent sample of randomly selected off-campus and distance education classes.

Find listed below the summary for **Fall 2018** of class visits made to classes under the responsibility of the Vice President for Students along with classes in the Basic Skills program:

Classes meeting <u>off campus</u> criteria	51			
Number visited by supervisor	38	Percentage: 75%	Target: 50%	*Met
Number visited by Senior Admin	19	Percentage: 37%	Target: 10%	*Met
Classes meeting <u>on campus</u> criteria	100			
Number visited by supervisor	78	Percentage: 78%	Target: 25%	*Met

Submitted by:

A handwritten signature in blue ink, appearing to read "Margaret Chance", is written over a light blue horizontal line.

Margaret Chance

Workforce Development Compliance Manager

cc Kathleen Gallman, Vice President of Instruction
Cindy Ensley, Executive Assistant to the President & Board of Trustees
Robin Matthews, Dean of Workforce Development



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March 25, 2019

To: Gery Boucher, Vice President for Students

Re: Accountability/Credibility Policy Report for **Spring 2018**

Workforce Continuing Education Class Visitation Plan Report

In accordance with Craven Community College's Class Visitation Plan, fifty (50) percent of all off-campus and distance education classes which meet more than 12 hours (excluding self-supporting and community service classes) will be visited each semester by the instructor's supervisor or a designated representative approved in writing by the senior continuing education administrator. Twenty-five (25) percent of all on-campus classes meeting the above criteria will also be visited and documented each semester. In addition, the senior continuing education administrator or designee will visit a ten (10) percent sample of randomly selected off-campus and distance education classes.

Find listed below the summary for **Spring 2018** of class visits made to classes under the responsibility of the Vice President for Students along with classes in the Basic Skills program:

Classes meeting <u>off campus</u> criteria	52			
Number visited by supervisor	41	Percentage: 79%	Target: 50%	*Met
Number visited by Senior Admin	23	Percentage: 44%	Target: 10%	*Met
Classes meeting <u>on campus</u> criteria	68			
Number visited by supervisor	50	Percentage: 74%	Target: 25%	*Met

Submitted by:

A handwritten signature in blue ink, appearing to read "Margaret Chance", is written over a light blue horizontal line.

Margaret Chance
Workforce Development Compliance Manager

cc Kathleen Gallman, Vice President of Instruction
Cindy Ensley, Executive Assistant to the President & Board of Trustees
Robin Matthews, Dean of Workforce Development



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March 25, 2019

To: Gery Boucher, Vice President for Students

Re: Accountability/Credibility Policy Report for **Summer 2018**

Workforce Continuing Education Class Visitation Plan Report

In accordance with Craven Community College's Class Visitation Plan, fifty (50) percent of all off-campus and distance education classes which meet more than 12 hours (excluding self-supporting and community service classes) will be visited each semester by the instructor's supervisor or a designated representative approved in writing by the senior continuing education administrator. Twenty-five (25) percent of all on-campus classes meeting the above criteria will also be visited and documented each semester. In addition, the senior continuing education administrator or designee will visit a ten (10) percent sample of randomly selected off-campus and distance education classes.

Find listed below the summary for **Summer 2018** of class visits made to classes under the responsibility of the Vice President for Students along with classes in the Basic Skills program:

Classes meeting <u>off campus</u> criteria	42			
Number visited by supervisor	26	Percentage: 62%	Target: 50%	*Met
Number visited by Senior Admin	16	Percentage: 38%	Target: 10%	*Met
Classes meeting <u>on campus</u> criteria	58			
Number visited by supervisor	39	Percentage: 67%	Target: 25%	*Met

Submitted by:

A handwritten signature in blue ink that reads "Margaret Chance".

Margaret Chance
Workforce Development Compliance Manager

cc Kathleen Gallman, Vice President of Instruction
Cindy Ensley, Executive Assistant to the President & Board of Trustees
Robin Matthews, Dean of Workforce Development

**STATE OF NORTH CAROLINA
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND DESIGNER**

This **AGREEMENT** is made this 27th day of March in the year Two Thousand Nineteen between The Trustees of Craven Community College, New Bern, NC hereinafter called the "Owner", and JKF Architecture, P.C., Greenville, NC hereinafter called the "Designer".

WITNESSETH, that whereas the Owner intends to construct a project with a scope consisting of Renovation of 3,500 SF of the First Floor of the Student Center Building for an Academic Success Center hereinafter called the "Project" for which the following has been budgeted:

SCO # 17-17617-01

NCCCS # 2326

A.	<u>Funding (General)</u>	<u>\$700,000</u>
B.	<u>Funding (Non-General)</u>	<u>\$500</u>
	TOTAL	\$700,500

<u>Total Project Construction Cost is not to exceed (Six Hundred Five Thousand Two Hundred Thirty-Eight dollars)</u>	<u>\$605,238</u>
<u>Total Contingency Reserve is (Thirty Thousand Two Hundred Sixty-Two dollars)</u>	<u>\$30,262</u>
<u>Design Fee is (Sixty-Five Thousand dollars)</u>	<u>\$65,000</u>

NOTE: See Article 14

NOW, THEREFORE, the Owner and the Designer, for the consideration hereinafter set forth, agree as follows:

- A. The Designer shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement and the latest edition of the document entitled "State Construction Manual" which by reference is made a part of this Agreement.
- B. The Owner shall compensate the Designer, in accord with the Terms and Conditions of this Agreement, as follows:
 - (1) For the Designer's **BASIC SERVICES**, as described and defined in Article 1 hereinafter, a Lump Sum of Sixty-Five Thousand dollars (\$65,000) is authorized.
 - (2) For the Designer's **ADDITIONAL SERVICES**, as described in Article 2 hereinafter, a fee must be agreed upon with the Owner and the State Construction Office prior to beginning the work. The agreement must be in writing and attached as an amendment to the Agreement. In arriving at this lump sum fee, the maximum rates that will be considered are as follows:
 - (a) Principals' time at the fixed rate of One Hundred dollars (\$100) per hour. For the purpose of this Agreement the Principals are:

John K. Farkas, AIA
 - (b) Employees' time computed at a multiple of Two and Five tenths (2.5) times the employees' hourly rate.
 - (c) Additional services of professional consultants engaged for the normal structural, mechanical and electrical or architectural services, at a multiple of One and Two tenths (1.2) times the amount billed to the Designer for such additional services.
 - (3) The terms and further conditions of payment shall be as described in Article 7, PAYMENTS TO THE DESIGNER.

C. The Designer agrees to begin work on the Project promptly upon receipt of his fully executed copy of the Agreement and to pursue his work in accordance with the following schedule:

DESIGNER's PRODUCTION SCHEDULE

A = Student Center Building - Academic Success Center Renovation

PHASE	DATE
Schematic Design / Design Development:	June-7-2019
Construction Documents:	September-6-2019

It is the responsibility of the Designer to maintain the above production schedule. If for any reason it appears any phase of the project will be delayed, the designer shall notify the Owner and the State Construction Office, in writing, prior to the due date of that phase with an explanation of the reason(s) for the delay. If the delay(s) are approved by the Owner and the State Construction Office, the schedule may be modified and the agreement amended. Both failure to give the required notification of delay and failure to meet the production schedule constitute failure to perform in accordance with the terms of this Agreement and the Agreement may be terminated in accordance with Article 10-2.

TERMS AND CONDITIONS OF THE AGREEMENT

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ARTICLE 1

BASIC SERVICES OF THE DESIGNER

Schematic Design Phase

- 1-1 The Designer shall consult with the Owner to ascertain the requirements of the project and shall confirm such requirements to the Owner.
- 1-2 He shall prepare schematic design studies (see State Construction Manual), leading to a recommended solution together with a general description of the project for approval by the Owner.
- 1-3 He shall submit to the Owner a statement of probable construction cost based on the area, volume or other current unit costs. (See State Construction Manual.)
- 1-4 The Designer will be permitted to reduce the scope of the project, within reasonable limits approved by Owner, if such reduction is deemed necessary in order to not exceed the total project budget cost as set forth in the body of Page 1 of this Agreement.

Design Development Phase

- 1-5 The Designer shall prepare from the approved schematic design studies, for approval by the Owner, the design development documents which shall include site and floor plans, elevations and other drawings, and outline specifications as are necessary to fix and illustrate the size and character of the entire project in its essentials as to kinds of material, type of structure, mechanical and electrical systems, and such other work as may be required, including site and utility requirements.
- 1-6 He shall submit to the Owner a further statement of probable construction cost. (See State Construction Manual.)

Construction Documents Phase

- 1-7 The Designer shall prepare from the approved design development documents, construction documents and specifications setting forth in detail and prescribing the work to be done and the materials, workmanship, finishes and equipment required for the engineering, architectural, structural, mechanical, electrical and the site work, and for service-connected equipment; and assemble the necessary bidding information, proposal and contract forms, and conditions of the contract, for approval by the Owner. (See State Construction Manual.)
- 1-8 He shall submit to the Owner a further statement of probable construction cost as indicated by fully developed requirements and current market conditions. (See State Construction Manual.)
- 1-9 The Designer shall request proposals, conduct a bid opening, evaluate same and make recommendations of award to the Owner within two (2) workdays of the bid opening unless negotiations or redesign is required. Upon award of contracts, Designer shall assure proper execution of the contract documents by the contractors and forward to the Owner for his execution and further approval.
- 1-10 Prior to bid opening, the Designer shall fulfill the responsibilities of the Designer as outlined in the "Guidelines For Recruitment And Selection of Minority Businesses For Participation In State Construction Contracts," including:
 - a) Attend the scheduled pre-bid conference to explain minority business requirements to the prospective bidders.
 - b) Assist the Owner to identify and notify prospective minority business prime and subcontractors of potential contracting opportunities.
 - c) Maintain documentation of any contacts, correspondence, or conversation with minority business firms made in an attempt to meet the goals.
 - d) Review jointly with the Owner, all requirements of G.S. 143-128.2(c) and G.S.143-128.2(f) – (i.e. bidders' proposals for identification of the minority businesses that will be utilized with corresponding total dollar value of the bid and affidavit listing Good Faith Efforts, or affidavit of self-performance of work, if the Contractor will perform work under contract by its own workforce) - prior to recommendation of award.
 - e) Make documentation showing evidence of implementation of Designer's responsibilities available for review by State Construction Office and HUB Office, upon request.
- 1-11 The Designer shall prepare and file the required documents for the approval of governmental authorities having jurisdiction over the project.
- 1-12 In the event that bids and design fees exceed the total project cost as set forth on Page 1 of this Agreement, then the provisions of Article 5 hereof, Limitations of Project Cost and Project Scope, shall apply.

Construction Phase

- 1-13 The Construction Phase will begin with the notification of award of contracts. The Designer shall issue separate appropriate letters of Notice to Proceed to the single prime, construction manager at risk, or separate letters to each prime contractor in the case of separate prime bidding, which letters shall fix and definitely establish the beginning date of time of performance for the respective contract types, and the required completion date. Copies of each such letter issued by Designer shall be furnished to the Owner and to the State Construction Office.
- 1-14 The designer's responsibilities during the Construction Phase shall be as described in State Construction Manual, and as set forth hereinafter. His responsibilities shall include the following:
 - a) Arrange for and give written notice to all appropriate parties as to the time and place as well as conduct of pre-construction conference in coordination with the State Construction Office;

- b) Establish and conduct a regular schedule of monthly meetings for contractors' representatives and a representative of the Owner. Such monthly meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work and recommending such remedial actions as are necessary to maintain progress and to complete the project within the contract time. The Designer shall submit to both the Owner and the State Construction Office a full report of each such meeting. Attendance, purposes, results, reports and conduct of these monthly meetings shall be as more fully described in State Construction Manual;
- c) Process and approve, or take other appropriate action in respect of, progress schedules, shop drawings and other required submissions of contractors promptly;
- d) Prepare change orders as required, and have such change orders properly executed and approved before authorizing work on account thereof;
- e) Process contractors' applications for payment promptly for authorized work and issue certificates of payment;
- f) Review "MBE Documentation for Contract Payment" – (Appendix E) for compliance with minority business utilization commitments. Submit Appendix E form with monthly pay applications to the Owner and forward copies to the State Construction Office.
- g) Provide general administration of the performance of construction contracts, including inspection and continuous liaison of the work to ensure compliance with plans and specifications, which inspection shall be by qualified and mutually agreed upon representatives of the designer's firm not less than once per week while work is in progress, and as often as necessary to ensure compliance with plans and specifications;
- h) Require all in-house consultants and contract consultants participating in the design of the project, and as named in Article 13 of this contract, to provide liaison and inspection services with respect to their portion of the design not less than once per week while work related to their design is in progress and as often as necessary to ensure compliance with plans and specifications;
- i) Schedule and conduct final inspection of the project, coordinating the date for such inspection with the Owner and with the State Construction Office;
- j) Assemble written guarantees, affidavits, manuals of instruction for operation, and other required and closing papers of the contractors; issue certificates of final completion, certificates of compliance from various in-house and contract consultants as required by G.S. 133-1.1, final certificates for payment; and set date for beginning of the guarantee period, forwarding all closing papers to the Owner;
- k) Serve as agent of the Owner as described in this contract, and within the limits and conditions of this contract, guarding the Owner against defects but not guaranteeing performance of the construction contractors.

1-15 The Designer agrees that his representatives on the construction project shall be qualified by training and experience to make decisions and interpretations of plans and specifications, and shall be empowered by the Designer to do so; such decisions and interpretations shall be binding upon the Designer as if made by him; all such decisions shall be confirmed in writing at the earliest reasonable date, with copies to the Owner and the State Construction Office, conditioned that such decisions and interpretations shall not modify adversely the requirements of the contract documents; the designer's representatives shall be replaced promptly and without protest at the request of the Owner, if in the opinion of the Owner and the State Construction Office, such representatives are either negligent or unqualified to perform their duties; and all of the above in this paragraph shall be applicable to consultants referred to in Paragraph 1-14(h) above.

Post-Construction Phase

- 1-16 Upon completion of the project, the Designer shall correct the drawings to conform to the project as finally constructed, and shall deliver to the Owner and to the State Construction Office corrected record drawings.
- 1-17 Prior to final payment to the Designer, he shall prepare and deliver to the Owner and to the State Construction Office a final report. (See State Construction Manual.)
- 1-18 Five percent (5%) of the total fee of the Designer shall be retained until approval of the record drawings and final report by the State Construction Office and the Owner. Final payment can be made after letter of approval is received by the Owner from the State Construction Office.

Other Professional Services

- 1-19 If the Designer renders basically architectural services, he hereby agrees that all plans, specifications, detail drawings, construction inspection, etc., for engineering work pertaining to heating, ventilating, refrigeration, power service, or other special mechanical or structural work shall be done by his own organization, by registered professional engineers regularly engaged and particularly qualified by experience and training to do this work, or agrees to employ without additional cost to the Owner, and subject to the approval of the Owner, the services of a registered professional engineer, which contract shall bind the engineer to terms and responsibilities substantially as set forth herein regarding design and construction phase services. (See Article 1.) Copies of this Agreement shall be furnished to the Owner and to the State Construction Office.
- 1-20 If the Designer who is a party to this contract renders basically engineering services, he hereby agrees that plans, specifications, detailed drawings, construction inspection, etc., for architectural work pertaining to this project shall be done by his own organization, by registered professional architects regularly engaged in and particularly qualified by experience and training to do this work, or agrees to employ without additional cost to the Owner, and subject to approval of the Owner, the services of a registered professional architect regularly engaged in the work. This engineer shall enter into a contract agreement with such registered professional architect, which contract shall bind the architect to terms and responsibilities substantially as set forth herein regarding design and construction phase services. (See Article 1.) Copies of this Agreement shall be furnished to the Owner and to the State Construction Office.
- 1-21 The Designer shall be responsible for all Designer administrative cost related to the project, including, but not limited to, the following:
 - a) Providing required number of plans and specifications for review for all agencies involved in the project;
 - b) Paying for all reproduction cost except as set forth in Article 6;
 - c) Paying all cost of handling, mailing, etc., of plans and specifications to the contractors;
 - d) Paying for all telephone calls, travel, administrative overhead cost and any other expense incurred by the Designer except for those items set forth in Article 2, Additional Services of the Designer.

ARTICLE 2
ADDITIONAL SERVICES OF THE DESIGNER

- 2-1 In the event the Owner, with the approval of the State Construction Office, requests in writing that the Designer perform services over, above and beyond the basic services described in Article 1 hereof, then the Designer may be paid for such additional services as herein before provided. Additional services, for which additional compensation may be allowed, are as described hereinafter.
- a) Revising previously approved design development or construction documents or specifications to accomplish changes ordered by the Owner, except where required to get the cost within the total project budget;
 - b) Preparing drawings and specifications for alternate bids for work beyond the scope of that originally contemplated in this Agreement; (when alternates are used to assure keeping project within the total project budget, no additional fee shall apply);
 - c) Arranging for the work to proceed should the Contractor default due to delinquency or insolvency;
 - d) Providing contract administration and inspection of construction should the construction contract time be extended due to no fault of the Designer;
 - e) Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts;
 - f) Other services as may be required will be negotiated.

ARTICLE 3
FULL-TIME CONSTRUCTION INSPECTION

- 3-1 The Owner, with the prior approval of the State Construction Office, may direct the Designer in writing to provide full-time construction inspection services. The Designer shall be compensated for the additional expense in a manner as mutually agreed upon between the Owner and the Designer and as set forth in a written amendment to this Agreement. Such additional compensation as is agreed to shall take into account the value of inspection services required to be furnished by the Designer under his fee for basic services. If arrangements are effected for the Designer to provide full-time inspection service, the representative proposed by the Designer to act in his capacity shall be subject to the prior approval of the Owner and the State Construction Office, and the conditions of Paragraph 1-15 under Article 1 hereof shall apply to such full-time inspection representative. The use of a full-time inspector does not negate the conditions of Paragraph 1-14(h) under Article 1.

ARTICLE 4
THE OWNER'S RESPONSIBILITY

- 4-1 The Owner shall provide full information as to its requirements for the project, consistent with the total project budget indicated on Page 1 of this Agreement and subject to the approval of the State Construction Office.
- 4-2 The Owner shall designate, when necessary, a representative authorized to act in his behalf, who shall examine documents submitted by the Designer, and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the designer's work. The owner's representative shall observe the procedure of issuing instruction to contractors only through the Designer. The owner's representative shall attend monthly job meetings scheduled by the Designer and shall be empowered to make commitments for the Owner at such meetings.

- 4-3 The Owner shall furnish or pay for, at cost, to the Designer, a survey of the site; giving grades and lines of streets, alleys, pavement and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, elevations at grid points; locations, dimensions, and data pertaining to existing buildings, utilities and trees; or other requirements for the project. The Owner will pay, at cost, for tests and/or reports requested by Owner and the State Construction Office for determining subsoil and conditions. However, this shall not apply in engineering contracts where the survey is part of the design.
- 4-4 The Owner shall provide legal services as may be required or necessary for the project.

ARTICLE 5

LIMITATIONS OF PROJECT COST AND PROJECT SCOPE

Total Project Cost

- 5-1 The total project cost as indicated in the body of Page 1 of this Agreement shall include all costs and expenses for which the Designer is responsible, including the design fee. The contingency fund noted on Page 1 shall be reserved at the time of award of construction contracts.

Cost Limitations

- 5-2 The total project cost, as indicated in the body of Page 1 of this Agreement, is derived from a specific appropriation or funds specifically provided for the particular project described on Page 1. Accordingly it shall be a condition of this Agreement that the Designer shall conform his plans to a design, the construction cost of which together with the addition of design fees, shall not exceed the total project cost limitations as set forth in the body of Page 1 of this Agreement.
- 5-3 In the event that during the several stages of development of his plans the designer's Statement of Probable Construction Cost together with design fees exceeds the limitations set forth on Page 1 of this Agreement, or in the event that after receipt of bids the sum total of the lowest bona fide bids for the entire project together with design fees exceeds the limitation set forth on Page 1 of this Agreement, then the Owner shall have the right to require the Designer, without any additional cost to the Owner, to modify his plans and specifications or redesign the project as may be necessary to bring the construction cost plus design fees within the Total Project Cost limitation set forth on Page 1 of this Agreement.
- 5-4 If the probable construction cost plus design fees, or the sum total of lowest bona fide bids plus design fees, exceeds the limitation of total project cost set forth in the body of Page 1 of this Agreement, and in view of this excess of cost the Owner elects to and does effect arrangements for additional financing sufficient to permit the project to proceed at a total project cost in excess of that originally contemplated by this Agreement, then the Owner may modify the terms of this Agreement with respect to a new authorized and increased total project cost. In order to be valid and binding, any modification of the total project cost by the Owner must be in writing and have the written approval of the State Construction Office.

Scope of Project

- 5-5 The proposed scope of the project is indicated on Page 1 of this Agreement. The Designer will be permitted to reduce the scope of the project, within reasonable limits approved by Owner, if such reduction is deemed necessary in order to not exceed the total project cost as set forth in the body of Page 1 of this Agreement.
- 5-6 The total project cost is the primary control criteria and limitation; the scope of the project is secondary to project cost.

ARTICLE 6
REPRODUCTION EXPENSES

- 6-1 The Designer shall be required to furnish up to 30 sets of complete, approved final plans and specifications for the project. For sets required in excess of the above-mentioned number, the Designer will be paid the actual cost of reproduction. A list of plan deposits not returned to the contractors shall be furnished to the Owner. These deposits, as set forth in Notice to Bidders, shall be credited to the Owner.

ARTICLE 7
PAYMENTS TO THE DESIGNER

- 7-1 Payments on account of the designer's basic services shall become due and payable in an amount sufficient to increase the compensation for basic services to the following percentages of the basic fee upon completion of the phases of work as indicated hereinafter; monthly payments may be made if progress is satisfactory to the Owner. Payments are not to exceed the stated percentages.
- | | |
|---|-----|
| a) Upon approval of Schematic Design Phase_____ | 15% |
| b) Upon approval of Design Development Phase_____ | 20% |
| c) Upon approval of Construction Documents Phase_____ | 30% |
| d) Upon Receipt of Bids_____ | 5% |
| e) During the Construction Phase, monthly in proportion to the progress of the work, up to and including final inspection and acceptance_____ | 25% |
| f) Upon the closing of all construction contracts and the approval of record drawings and final report_____ | 5% |
- 7-2 Payments for additional services of the Designer, as defined in Article 2, shall be made at the time of the next payment due under schedule of payments for basic services above.

ARTICLE 8
ACCOUNTING RECORDS OF THE DESIGNER

- 8-1 Records of the designer's personnel, consultants, additional services and reimbursable expenses pertaining to the project, and records of accounts between the Owner and the contractors, shall be kept on a generally recognized account basis, and all such records shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 9
OWNERSHIP OF PLANS AND SPECIFICATIONS

- 9-1 All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of the State of North Carolina and may be used on any other design or construction without additional compensation to the Designer. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the project as set forth in the body on Page 1 of this Agreement, shall be at the full risk of such person or entity and the Designer shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use.

ARTICLE 10

TERMINATION OF AGREEMENT

- 10-1 The Owner may terminate this Agreement for any reason upon ten (10) calendar days' written notice (delivered by certified mail, return receipt requested).
- 10-2 This Agreement may be terminated by either party upon seven (7) calendar days' written notice (delivered by certified mail, return receipt requested) should one party fail to perform in accordance with its terms through no fault of the other.
- 10-3 In event of termination, the Designer shall receive payment for services rendered prior to the receipt of written termination notice from the Owner. If termination results from abandonment or suspension of the project, then the Designer will receive termination expenses in the amount of five percent (5%) of the above due payment. If termination results from non-performance of work, then the Designer will not receive termination expenses. Any work done by the Designer prior to termination shall become the property of the Owner.
- 10-4 For the purpose of evaluating services rendered to termination, the following shall apply:
- | | |
|---|-----|
| a) Completion of Schematic Design Phase _____ | 15% |
| b) Completion of Design Development Phase _____ | 20% |
| c) Completion of Construction Documents Phase _____ | 25% |
| d) Approved For Bid _____ | 5% |
| e) Upon Receipt of Bids _____ | 5% |
| f) Construction Phase monthly in proportion to progress of work _____ | 25% |
| g) Approval of record drawings and final report _____ | 5% |

ARTICLE 11

SUCCESSORS AND ASSIGNS

- 11-1 The Owner and the Designer each binds himself, his partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Neither the Owner nor the Designer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 12

EXTENT OF AGREEMENT

- 12-1 This Agreement represents the entire and integrated agreement between the Owner and the Designer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written consent.

ARTICLE 13
PROFESSIONAL CONSULTANTS

- 13-1 The Designer agrees to contract with the following Consultants for specialized portions of the work. Each such Consultant shall be required to comply with the conditions of this Agreement to the same extent as the Designer.

MEP Engineer: Atlantec Engineers, PA, Raleigh NC

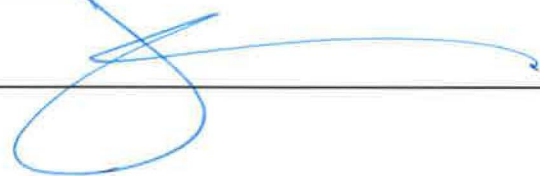
ARTICLE 14
SUPPLEMENTAL AGREEMENT

The lump sum fee shown on Page 2 includes fee charges for anticipated change orders during the construction phase, utilizing the contingency reserve up to the total project authorization of **\$700,500**.

<u>Design Fee Calculation:</u>	<u>Total</u>
Basic Services	\$63,682
Interior Design	<u>\$1,318</u>
Total Design Fee	\$65,000

IN WITNESS WHEREOF the Owner and the Designer have executed this Agreement, the day and year first above written.

Witness:



Witness:



Designer

JKF Architecture, P.C.

By: _____

Date: _____

Owner

The Trustees of Craven Community College

By: _____

(Name & Title)

Date: _____



FOREIGN NATIONAL COMPLIANCE

Legal Authority: NCGS 115D-20.1; NCGS 143-599

OPR: Vice President for Administration

Approval: June 12, 2019

Revisions:

FOREIGN NATIONAL COMPLIANCE

The North Carolina Office of State Controller (OSC) establishes policies for the withholding and reporting on payments to nonresident aliens (foreign nationals) and foreign vendors in accordance with the Internal Revenue Code (IRC) Section 144. This policy directs the President of the College to establish and maintain procedures that will assure compliance with these OSC policies.

As part of the Foreign National Compliance Program, Craven Community College shall implement written procedures that establish internal business flow process between Human Resources/Payroll, Student Services, and Account Payable/Purchasing, at a minimum. Any payment to foreign employees, vendors, contractors, or students must be tracked. The College will designate a contact person or persons in the areas of Human Resources/Payroll, Student Services, and Accounts Payable/Purchasing to communicate with the North Carolina Community College System (NCCCS) Office and OSC on matters related to foreign nationals. The College will submit a Foreign National College Contacts form assigning the contact(s) for each area and the NCCCS verifying these contacts periodically. The College may select as many contacts in each area as needed, and the same person can be the contact for one or more areas.

The College must submit and maintain a Foreign National College Authorized Signature Form. The designated individuals are responsible for signing a Foreign National Data Gathering Form and the Foreign National Payment Certification Form, certifying that the information being submitted has been reviewed and is accurate to the best of their knowledge. These individuals are also responsible for signing the forms to be submitted to the IRS or foreign person or vendor when necessary. Authorized signature designees will include the Chief Financial Officer and the Executive Director of Human Resources, at a minimum.

When presented with a foreign national vendor, contractor, student, or employee, the College should complete either the Foreign National Vendor Data Gathering Form or the Foreign National Data Gathering Form as required. Once the form has been reviewed and processed, the NCCCS Accounting staff will notify the College of the applicable taxation rules.

No payments will be made to foreign individuals or organizations until an analysis of the facts and circumstances surrounding the transaction has been performed. If payments made by the College to the foreign vendor, contractor, student, or employee are taxable, the College must withhold federal and/or state taxes as applicable. Payments and tax withholdings must be certified to the NCCCS Accounting and Special Projects Division of Business and Finance every quarter using the Foreign National Payment Certification Form.

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Enriching Lives, Creating Futures

Foreign National Tax Withholding Compliance Policy

Requirements

A horizontal bar with a green gradient, starting with a blue arrowhead on the left and ending with a green arrowhead on the right.

- NC Community Colleges are responsible for tax withholding and reporting on payments to nonresident aliens (foreign nationals) and foreign vendors in accordance with Internal Revenue Code (IRC) Section 1441 and policies established by the office of the State Controller (OSC)
- In order to formally address these requirements, NC Community Colleges were required to perform the following:
 - Develop written internal policies and procedures to ensure appropriate actions are taken and managed as directed by NCCCS
 - Board Policy BP 5.6
 - Craven Community College Procedure CP 5.6.1
 - Develop internal workflows between Financial Services, HR, Student Services, and Accounts Payable
 - Forward approved written policies and procedures to NCCCS

Craven CC Internal Workflow



- College identifies a foreign national or foreign vendor that will be compensated via payroll, accounts payable, or student services
- College completes the Foreign Nation Information Systems (FNIS) Data Gathering Form or the FNIS Vendor Data Gathering Form and submits it to NCCCS
- NCCCS establishes record containing demographic data in Tax Navigator Application
- Quarterly, the College certifies payment and withholding information to NCCCS on the Foreign National Payment Certification Form
- NCCCS will update all records quarterly from the information received from the College
- At the end of the CY, appropriate IRS Forms will be created by NCCCS and sent to the College to be submitted to the IRS by March 15th each year

SECTION 7.

Nominating Committee: Prior to the June Meeting of the Board of Trustees, the Chair shall appoint a Nominating Committee consisting of at least three Trustees who shall prepare a proposed slate of officers and Standing Committee chairs to serve for the following year. The chair of the Nominating Committee should ideally have previously served as a Chair of the Board of Trustees. The Nominating Committee shall present such slate at the Board of Trustees June Meeting, or at such other time the Board of Trustees determines is appropriate, for the Board's consideration, revision, deliberation and approval.

**Student Government Association
Board of Trustees Report
April 16, 2019**

SGA Executive Board:

President, Stevie Gaskins
Vice President, Olivia Brautigam
Secretary, Gabe Hargett
Treasurer, Rachel Conner
Parliamentarian, Ru Fletcher
Public Information Officer, Rocky Gonzales

Senators:

Maurice Cunningham
Michael Kelley
Nicholas Conner
Tamia Davis
Cristino Romero-Rios
Chad McClain
Brianna McClain
Chad Miller
Mauricio Silva-Aceves

Campus Life Activities:

- SGA Members got Pi'd March 14: Science Club hosted their annual Pi Day celebration sponsored by the SGA. Pizza Pies, "Pie Pies", and most hilariously Pi-ing teachers, staff members, and SGA members with whipped cream pies and as many toppings or sprinkles as your heart desired. The science club qualified for the SGA to match up to \$100 of the money they raised during this event.
- Founders' Day Ball March 29: The SGA, Ambassadors, and the campus life staff hosted Craven CC's annual Founders' Day Ball. This is a celebration to not only honor and remember those who founded the college that we know and love, but also to give students a fun night to enjoy outside of the stresses of class and daily life. It also gives students, staff, and faculty an evening to get to know one another outside of work and school. One of the most exciting parts of this event is the Club Cup, it gives Craven's established clubs an opportunity to compete in friendly competition. This year's winners were Encore! who won our first game for a prize of \$100 and our overall club cup winner was the Science Club who won the grand prize of \$200 and the Club Cup 2019 Award.
- Ropes Course April 6: The SGA and Ambassadors went to Raleigh for a team building experience at TreeRunner Adventure Park.
- SGA Elections: New SGA Executive Board for the 2019-2020 academic year.
- Exam Cram April 30: Each semester the SGA hosts an Exam Cram event that provides students with tutors, snacks, coffee, and fun to help reduce the stresses of exams.

CRAVEN COMMUNITY COLLEGE Foundation

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www.CravenCC.edu

800 College Court
New Bern, NC 28562
Telephone: (252) 638-7351
Fax: (252) 638-4232

a non-profit organization
Federal Tax ID # 59-1718436

April 2019

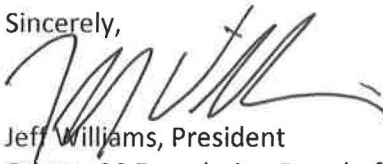
The Craven CC Foundation Community Fabric Awards (CFA) is coming up soon at the Havelock Tourist & Event Center on Thursday, April 18, 2019. This venue allows us to reach out to and promote Craven's presence in the eastern end of our county. Sponsorship for this event is close to matching last year's event. The Havelock Tourist and Event Center will only accommodate 460 seats with the configuration for staging that is required, so it is expected that this year's event will be sold out.

Our annual campaigns continue to do well in spite of the challenges posed by Hurricane Florence. The storm affected everyone – donors, staff, faculty and certainly our students. To date, the Campus Campaign has raised \$34,200 compared to \$34,158 at the end of FY18 and the Community Campaign has raised \$52,272 compared to \$52,006.10 at the end of FY18. The total raised is \$86,472 compared to \$86,164.10 at the end of FY18.

Finally, the Lifetime Learning Center (LLC) has seen a tremendous interest in planned travel events, both domestic and international. Eighteen (18) are planning to spend 14 days during May on the *Spectacular Scandinavia* excursion to Norway, Sweden and Denmark and 36 are registered to participate in the USA Adventure, *Colorado Rockies, Rails and National Parks* that will depart mid-June. Thirty Five (35) are registered for the History Homes and Gardens trip to Charleston departing April 28, 2019.

The Craven CC Foundation is a co-coordinator (with other non-profits) and beneficiary of the Neuse River Bridge Run. This year was a successful event with over 1,300 participants. We anticipate that this event will net approximately \$8,000 for the Foundation.

Sincerely,



Jeff Williams, President
Craven CC Foundation Board of Directors