

# AGENDA

## CRAVEN COMMUNITY COLLEGE

### BOARD OF TRUSTEES

JUNE 22, 2018

3:00 pm – Immediately Following the Board Retreat  
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  |                                  |
| III.  | Consent Agenda ( <i>motion</i> )  | <i>Bill Taylor</i>               |
|       | (1) Approve Board of Trustees Meeting Minutes (April 17, 2018)  |                                  |
| IV.   | Summer Enrollment Report ( <i>info</i> )  | <i>Gery Boucher, VP</i>          |
| V.    | Finance   | <i>Page Varnell, VP</i>          |
|       | (1) Approve Fiscal Year 2018-2019 Continuing Budget Resolution ( <i>motion</i> )  |                                  |
| VI.   | Facilities Update ( <i>info</i> )   | <i>Page Varnell</i>              |
|       | (1) Usage Report (February – May 2018)  |                                  |
|       | (2) Quarterly Facilities Update   |                                  |
| VII.  | Old Business  |                                  |
|       | (1) Summary of Board's Self-Evaluation 2018 ( <i>info</i> )   | <i>Bill Taylor</i>               |
|       | (2) Approve Nominating Committee's Recommendations (2018-2019)<br>(for Chair, Vice Chair, and Secretary)( <i>motion</i> ) | <i>Kevin Roberts, Cmte Chair</i> |
|       | (3) Aviation Management & Career Pilot Technology Program ( <i>info</i> )   | <i>Kathleen Gallman, VP</i>      |
| VIII. | New Business  |                                  |
|       | (1) Approve WFD Class Visitation Plan 2017-2020 ( <i>motion</i> )   | <i>Gery Boucher</i>              |
|       | (2) Ratify PRE Greenville Tower Lease ( <i>motion</i> )   | <i>Page Varnell</i>              |
|       | (3) Approve Holiday Schedule ( <i>motion</i> )  | <i>Ray Staats</i>                |
|       | (4) Receive BP 2.4 Drug & Alcohol Use Policy ( <i>motion in August</i> )  | <i>Ray Staats</i>                |

- IX. Reports
  - (1) President
  - (2) Attorney
  - (3) Chair

*Ray Staats*  
*Jamie Norment*  
*Bill Taylor*

- X. Adjournment

*Bill Taylor*

# AMENDED MEETING NOTICE

## NOTICE OF THE 2017-2018 MEETINGS OF THE BOARD OF TRUSTEES OF CRAVEN COMMUNITY COLLEGE

Pursuant to North Carolina General Statutes Section 143-318.12 and Craven Community College Board of Trustees Bylaws and Policies, NOTICE is hereby given for the following:

### **Board of Trustees Meeting**

The Board of Trustees of Craven Community College will meet eight times during fiscal year 2017-2018 at 5:30 pm in the Ward Boardroom of the Brock Administration Building on the New Bern Campus, unless otherwise noted.

August 15, 2017

September 19, 2017

\*October 24, 2017

December 12, 2017

February 20, 2018

\*March 20, 2018

April 17, 2018

\*\*June 22, 2018 Annual Board Retreat & Meeting

**\* (5:00 pm dinner-Naumann Community Room; 6:00pm meeting in Ward Boardroom)**

**\*\* (9:00 am-2:30 pm Retreat; 3:00 pm – 5:00 pm Meeting; location to be determined)**

*Changes, if any, will be posted to the College website [www.cravencc.edu](http://www.cravencc.edu)*

This Notice is published on August 1, 2017 pursuant to directions by the Chair of the Board of Trustees and amended March 20, 2018.

Date posted: August 1, 2017 (original) and March 20, 2018 (amended)

Place posted: Ward Boardroom exterior exit door, Brock Administration Building

**BOARD OF TRUSTEES**

**ROLL CALL**

**June 22, 2018**

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

Student Trustee (vacant) (ex officio)

Mr. Lloyd Griffith, 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  
APRIL 17, 2018

The Craven Community College Board of Trustees met on Tuesday, April 17, 2018, 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 5:30 pm.

Roll Call

President Raymond Staats called the roll.

Voting members present were: Ms. Cora Chadwick, Mr. Ken Crow, Mr. Ron Knight, Ms. Carol Mattocks, Ms. Allison Morris, Mr. Bill Taylor, and Ms. Brenda Wilson

Voting members absent were: Mr. Steve Cella, Ms. Jennifer Dacey, Mr. Kevin Roberts, Ms. Robin Schaefer, and Mr. Whit Whitley

Ex Officio members present: Mr. Tyler Toohey, SGA President, Mr. Lloyd Griffith, 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; Dr. Page Varnell, 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 Mattocks seconded the motion and all approved.

Conflict of Interest Declaration

Chair Taylor read the conflict of interest statement. No conflicts were noted by members.

Public Comment

Chair Taylor called for public comment and none were expressed.

Consent Agenda

Trustee Knight motioned to accept the minutes (attached) of the March 20, 2018 meeting as presented; Trustee Wilson seconded the motion and the motion passed unanimously.

WFD Report

VP Boucher highlighted recent partnering events, grants received, enrollment, and FTE trend over the last ten years for informational purposes.

WFD Accountability/Credibility Policy Reports 2017

For informational purposes, VP Boucher remarked on the class visitation summaries (attached) for the spring, summer, and fall terms of 2017 noting that all targets had been met.

County Fiscal Year Budget Proposal

VP Varnell presented the proposed County budget for 2018-2019 (attached) indicating an overall increase request of \$5,750. Trustee Chadwick motioned to accept the budget request as presented; Trustee Knight seconded the motion and the motion passed unanimously.

Personnel Report

VP Varnell highlighted the February 1-March 31, 2018 report (attached).

Old Business

*Board Policy BP 2.35 Family and Medical Leave:* President Staats presented the revision of the board policy for family and medical leave, explaining the areas affected by the revision. Trustee Chadwick motioned to approve the revised policy; Trustee Wilson seconded the motion and the motion passed unanimously.

New Business

*Approve Instructional Contract Spring 2019 NCSU 2+2 Engineering Program:* VP Gallman presented the annual curriculum contract, required by NCSU, for Dr. Bill Fortney to teach EGR-150. Trustee Wilson motioned to approve the contract; Trustee Knight seconded the motion and the motion passed unanimously.

*Notification to Rescind BP 2.28 Tuition Exemption Policy:* President Staats explained the 2011 SBCC rule associated with the policy was no longer valid making it necessary to delete the policy. Trustee Mattocks motioned to approve the contract; Trustee Chadwick seconded the motion and the motion passed unanimously.

*Appoint Nominating Committee for Board Officers 2018-2019:* Chair Taylor appointed Trustee Kevin Roberts, Trustee Cora Chadwick, and Trustee Whit Whitley to the nominating committee with Trustee Roberts, as a previous board chair, chairing the committee. The committee will make a report at the June 2018 Board of Trustees meeting.

*Receive 2017-2018 NC Program Compliance Review Results, FY 2016-2017 Records:* VP Gallman presented a clean audit, indicating no material findings, for the records examined in the FY 2016-2017 reporting period and a coaching letter to provide information to allow college staff the opportunity to proactively address areas that may pose a potential risk in the future (attached).

*Receive 2016-2017 State Financial Audit Results:* VP Varnell reported on a clean financial audit, with no deficiencies in internal control, for year ended June 30, 2017 (attached).

*ACCT GLI Conference Update:* Trustees Mattocks and Chadwick gave an update on the recent ACCT conference attended in Texas.

### Reports

*President:* President Staats reported on the upcoming board retreat plans, construction projects, graduation guest speaker, and a large-scale simulated aircraft crash exercise on the Havelock campus in May. County Commissioners have been invited to see a demo of the law enforcement simulator at Nash Community College later this month.

*Attorney:* Attorney Ward noted the signed memorandum of understanding that accompanies the tower lease between PRE and US Cellular is still outstanding.

*Chair:* No report.

*Student Trustee:* SGA President Tyler Toohey gave his final report, as he graduates in May) (attached) expressing his appreciation for his learning experience as a student trustee.

*Foundation President:* Foundation President Lloyd Griffith reported on the campus and community campaigns as well as the Community Fabric Awards and the newly created Gregory Fitzgerald Smith Scholarship endowment.

#### Closed Session

At 7:28 pm upon motion by Trustee Chadwick, second by Trustee Knight, and unanimous approval, the Board of Trustees of Craven Community College, pursuant to North Carolina General Statute 143-318.11(a)(6), entered into Closed Session to discuss personnel matters with the request that Attorney David Ward and Executive Assistant Cindy Ensley remain in the Closed Session at the pleasure of the Board.

At 7:49 pm upon motion by Trustee Morris, second by Trustee Mattocks, and unanimous approval, the Closed Session ended and Regular Session resumed. The public was invited to join the Regular Session.

Chair Taylor stated the president's performance evaluation and employment contract had been reviewed in Closed Session. Trustee Crow motioned to provide a resolution of support for President Staats (attached); provide twelve (12) days of paid leave for meritorious service that must be used by June 30, 2019; and honor the published IRS standard mileage rate for reimbursement of mileage associated with use of his personal vehicle for college business. Trustee Mattocks seconded the motion and the motion was unanimously approved.

Chair Taylor instructed Executive Assistant Ensley to contact the Trustees unable to attend the meeting to review the president's performance evaluation. The required letter to the NCCCS indicating completion of the review process will be signed by Chair Taylor and mailed by the June 30, 2018 deadline.

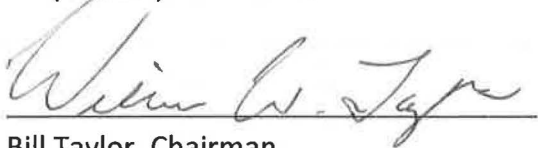


Craven Community College  
Board of Trustees Meeting Minutes  
April 17, 2018  
Page Five

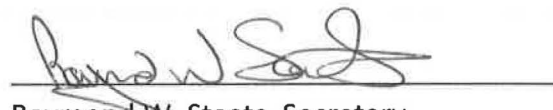
Adjournment

With no further business to be presented, Chair Taylor adjourned the meeting at 7:51 pm.

Respectfully submitted:



Bill Taylor, Chairman  
June 22, 2018



Raymond W. Staats, Secretary  
June 22, 2018

ce 5/30/18

# CURRICULUM ENROLLMENT



SUMMER ENROLLMENT		
	Head Count	FTE
Summer 2018	1466	315.66
Summer 2017	1321	288.37
<b>% Change</b>	<b>11.0%</b>	<b>9.5%</b>



FISCAL YEAR 2019 CONTINUING BUDGET RESOLUTION  
REQUEST FOR TRUSTEE APPROVAL

In accordance with G. S. 115D-57, BE IT RESOLVED, by the Board of Trustees of Craven Community College, that President Raymond W. Staats is authorized to pay salaries and other ordinary expenses of the College for the interval between the beginning of the 2018-2019 fiscal year (July 1, 2018) and the adoption of the budget resolution by the Board of Trustees.

Approved this 22<sup>nd</sup> day of June, 2018.

CCC Facilities Usage Report

February - May 2018

EXTERNAL USERS OF FACILITIES

Name of Organization	Date(s) of Use	Type of Organization	Facility	Fees	Date Fees Received	Number of Attendees
Trilliam Health Resources	2/5/2018	Gov	Naumann Community Room			35
Craven Concerts, Inc.	3/3/2018	Non-Profit	Orringer	\$200.00	3/2/2018	285
St. Paul Catholic Church	3/8/2018	Non-Profit	Orringer	\$80.00	3/2/2018	140
Craven Smart Start/Childcare Resources & Referral	3/24/2018	Edu	Orringer, AMC 102, BIT - Various			132
Climbers Club of New Bern	3/24/2018	Non-Profit	Naumann Community Room/Student Center	\$520.00	1/25/2018 3/27/2018	81
NC Department of Environmental Quality, Division of Coastal Management	4/4/2018	Gov	AMC 104			7
St. Mark's Church of Christ	4/15/2018	Non-Profit	Orringer	\$240.00	4/13/2018	200
Craven County Democratic District	4/16/2018	Non-Profit	IAT Hangar	\$75.00	4/12/2018	85
NC Department of Environmental Quality, Division of Coastal Management	4/16/2018	Gov	AMC 104			6
Full Circle Enterprises	4/19/2018	Profit	Naumann Community Room	\$130.00	4/19/2018	28
Craven Smart Start/Childcare Resources & Referral	4/16, 4/23, 4/24, 4/30/2018	Edu	AMC 102/Naumann Community Room			9 to 22
University of North Carolina - Chapel Hill/Cecil G. Sheps Center for Health Services Research	4/20/2018	Edu	Naumann Community Room			37
North Carolina Department of Administration - Council for Women and Youth Involvement	4/25/2018	Gov	AMC 102			32
New Bern Chamber of Commerce	4/26/2018	BLC	Orringer Auditorium			45
North Carolina Courts System	4/28/2018	Gov	Naumann Community Room			14
NC Department of Environmental Quality, Division of Coastal Management	5/3/2018	Gov	AMC 102			16
Full Circle Enterprises	5/3/2018	Profit	Naumann Community Room	\$130.00	5/3/2018	30

CCC Facilities Usage Report  
February - May 2018

East Carolina University School of Social Work	5/12, 19; 6/2, 9, 16/2018	Edu	Perdue 123	9
University of North Carolina - Chapel Hill/Highway Safety Research Center	5/18/2018	Edu	Naumann Community Room	23
North Carolina Department of State Treasurer, Teachers' and State Employees' Retirement System	5/23/2018	Gov	Orringer	250+

Fees are not charged to the following organizations: (BLC) Craven Business Leadership Circle (Gov) Government - federal,

# CRAVEN COMMUNITY COLLEGE

*Enriching Lives, Creating Futures*

## **Facilities Update 6.22.18**



# Capital Construction Priorities



- **First Stop**
  - Construction Underway: April 2
  - Anticipated Beneficial Occupancy: October 1
- **STEM Building**
  - Design Complete
  - Awaiting State Construction Office approval
- **Academic Success Center**

# Capital Construction Priorities

## *First Stop - Demolition*



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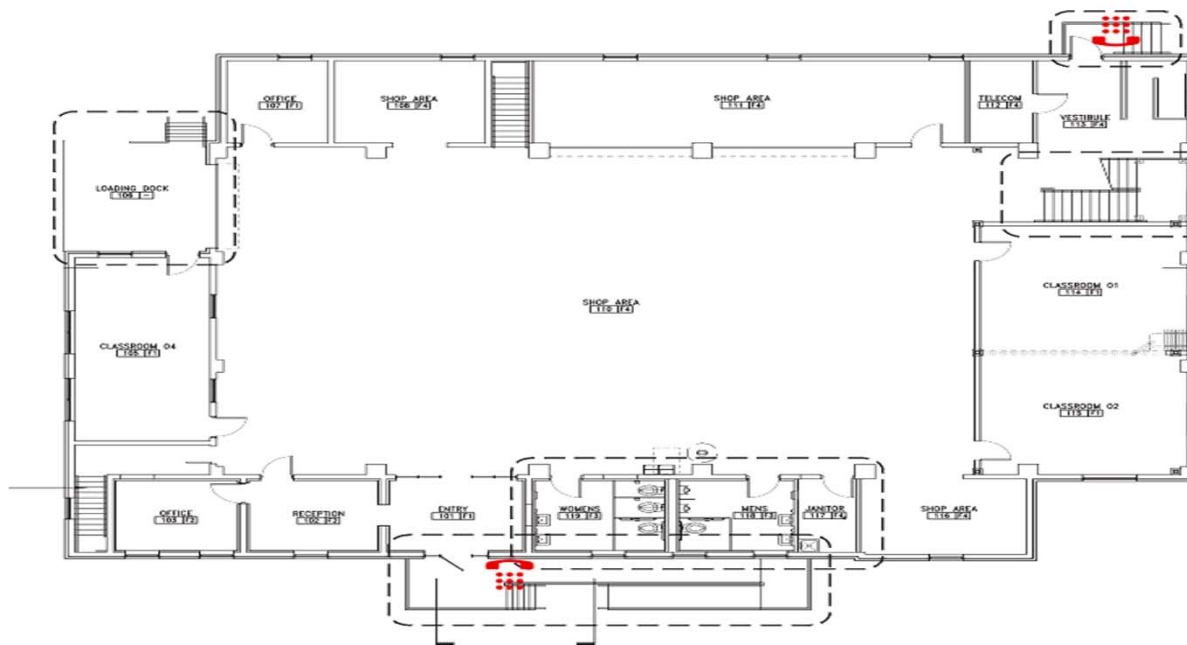
Capital Construction Priorities  
*First Stop - Construction*



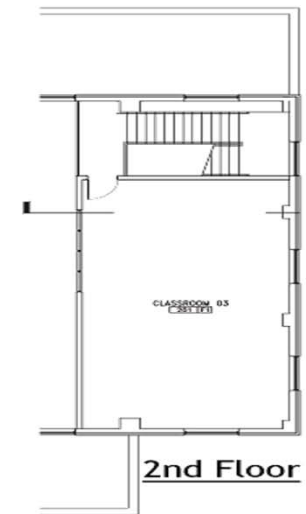
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# Major Facilities Projects

## *Volt Center*



Call  
Box



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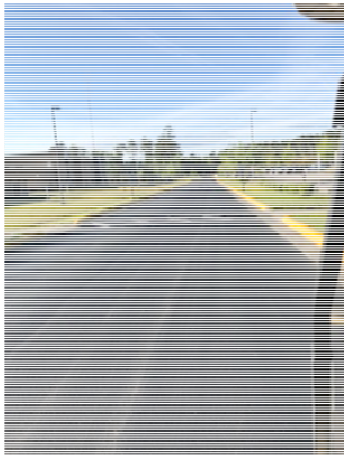
## Planned Facility Improvements – 2017-2018



- **HVAC System Controls**
- **Havelock**
  - Chiller Replacement
- **Roofing Maintenance and Repairs**
  - Following our Five-Year Plan
- **Parking Lot/Road Refurbishments**
  - On-going
- **Perdue**
  - Bathrooms (4)
- **Bender**
  - Roof A/C Units
  - Classrooms/Bathrooms

# Completed Facility Improvements – 2017-2018

## *Parking Lots and Roadways*



*Enriching Lives, Creating Futures*

# Completed Facility Improvements – 2017-2018

## *Perdue Restrooms (4)*



**Before**



**After**



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Completed Facility Improvements – 2017-2018  
*Barker Hallways and Restrooms*



After

Before



# Planned Facility Improvements - 2019



- **Parking Lot/Road Repairs (NB, HV)**
- **Flooring – Hangar (HV), Automotive (NB)**
- **Sidewalks & Lighting (NB)**
- **Student Center (Air Handler Replacement, Classroom Refurbishments) (NB)**
- **Roofing Repairs (NB, HV)**
- **Student Center Bathrooms (NB)**

*Enriching Lives, Creating Futures*



**THANK YOU  
FOR SUPPORTING  
CRAVEN  
COMMUNITY COLLEGE!**



**QUESTIONS???**



**CRAVEN COMMUNITY COLLEGE**  
**BOARD OF TRUSTEES**  
**RECOMMENDATION FROM NOMINATING COMMITTEE**  
**2018-2019**

Committee: Kevin Roberts, Chair; Cora Chadwick; Whit Whitley

Chair: Bill Taylor

Vice Chair: Allison Morris

Secretary: Ray Staats



**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM**

*Mr. Peter Hans*

*President*

May 21, 2018

Dr. Raymond Staats, President  
Craven Community College  
800 College Court  
New Bern, North Carolina 28562

Dear Dr. Staats:

I am pleased to inform you that on May 18, 2018, the State Board of Community Colleges approved your curriculum program application for **Aviation Management & Career Pilot Technology (A60180)**. This approval is based upon the condition that equipment funds are available to the college and operating funds generated by the budget formula will permit the offering of the program without any special allocation of funds.

You will need to contact the Southern Association of Colleges and Schools Commission on Colleges for consultation to determine whether the addition of this program requires prior approval before the offering of the program and/or is considered substantive in nature.

The college will need to electronically enter a program of study into Colleague. A program of study must be approved **prior** to the start of the term the program will be implemented. [1D SBCCC 400.10]

A *Three Year Accountability Report* must be submitted three years after program implementation. The report must include information on enrollment, completers, employment, licensure/accreditation and other pertinent information. **The program was approved with an effective term of Spring 2019; therefore, the accountability report will be due on April 30, 2022.**

We wish you much success in the implementation of your program.

Sincerely,

Peter Hans

PH/gr

c: Ms. Kathleen Gallman  
Dr. Lisa M. Chapman  
Ms. Elizabeth Self  
Mr. Wesley Beddard  
Ms. Jennifer Frazelle  
Dr. Frank Sculetta

Email

**Craven Community College  
Workforce Continuing Education  
Class Visitation Plan 2017-2020**

The instructor's supervisor (or a designated representative as approved by the senior WFD administrator) will make at least one class visit to fifty percent (50%) of off-campus and distance education classes and to twenty-five percent (25%) of on-campus WFD classes. The supervisor or designated representative will maintain written documentation of these visits that include the instructor's signature. Classes of 12 hours or less are excluded along with self-supporting, customized training, and community service classes.

The WFD Manager will visit a ten percent (10%) sample of randomly selected off-campus and distance education WFD classes each term with no pre-notification of these visits and will maintain written documentation of such visits.

Since it is not possible to physically visit internet classes, visitation will be conducted electronically using a system that allows the instructor's supervisor (or designee) or WFD Manager to log in and check the activity in the class. Documentation of these checks will be provided at the end of the term. If required, North Carolina Community Colleges System Office compliance examiners will also have access to this system so they may do unannounced class visits.

A summary report of the class visitations from the 3 previous terms will be submitted by March 1 of each year for review at the April Board of Trustees meeting. The president or designee will maintain this documentation and ensure it is available for compliance reviews conducted by North Carolina Community College System staff. This class visitation plan is required to be reviewed and approved by the Board of Trustees every three years.

**Definitions:**

An "off-campus class" is defined as a class held in a location not owned or leased by the college or held in a center, which is not under the supervision of a resident supervisor, or director who is on-site during the entire period the instruction takes place.

A "distance education class" is a class offered through distance education technology (such as internet and telecourses) and which does not physically meet on campus for at least half of the time scheduled.

Approved on June 22, 2018.



Chair, Craven Community College Board of Trustees



President, Craven Community College

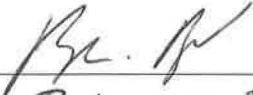
STATE OF NORTH CAROLINA  
COUNTY OF PITT

MEMORANDUM OF LEASE


STORAGE KINGS, LLC, a North Carolina limited liability company, hereby leases to CRAVEN COMMUNITY COLLEGE ("Lessee") for a term beginning on or about the date hereof and continuing for a maximum period of five (5) years, including extensions and renewals, space on the radio tower located on the property having a street address of 408 West Arlington Boulevard, Greenville, NC (commonly known as the Ample Storage facility; see Exhibit A for approximate location of tower). The provisions set forth in the written Lease between the parties dated as of the 18th day of April, 2018, hereby are incorporated in this Memorandum.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals, this the 16 day of May, 2018.

STORAGE KINGS, LLC,  
by LAMPE MANAGEMENT COMPANY,  
its authorized agent

By:  (SEAL)  
Name: Parks R. Byrd  
Title: VP

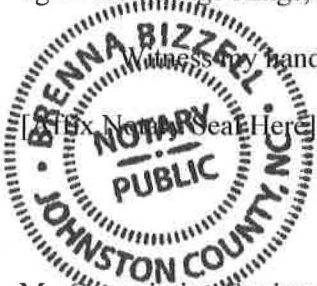
THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE

By:  (SEAL)  
Name: William W. Taylor  
Title: Chair, Trustees

STATE OF NORTH CAROLINA  
COUNTY OF Johnston

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Parks R. Byrd, VP President of Lampe Management Company, as authorized agent for Storage Kings, LLC.

Witness my hand and Notary Seal this the 16<sup>th</sup> day of May, 2018.



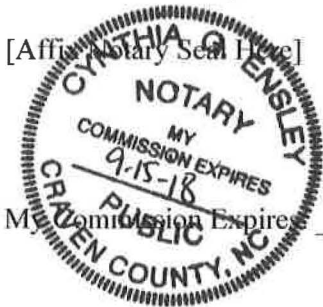
Signature: Breanna Bizzell  
Print Name: Breanna Bizzell  
Notary Public

My Commission Expires: 3-18-23

STATE OF NORTH CAROLINA  
COUNTY OF CRAVEN

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: William W Taylor, Chair of the Trustees of Craven Community College.

Witness my hand and Notary Seal this the 9<sup>th</sup> day of May, 2018.



Signature: Cynthia G. Ensley  
Print Name: Cynthia G. Ensley  
Notary Public

My Commission Expires: 9-15-18

EXHIBIT A

Approximate Location of Tower



THIS MAP IS NOT A CERTIFIED SURVEY  
AND HAS NOT BEEN REVIEWED BY A  
LOCAL GOVERNMENT AGENCY FOR  
COMPLIANCE WITH ANY APPLICABLE  
LAND DEVELOPMENT REGULATIONS.

ND: 4843-9237-1043, v. 1

# LEASE AGREEMENT

THIS LEASE AGREEMENT dated as of the 18th day of **April, 2018** by and between **Lampe Management Company**, herein called "Lessor" and **The Trustees of Craven Community College**, herein called "Lessee".

WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the following described property: the **Radio Tower (the "Radio Tower")** located on the Ample Storage site having an address of **408 West Arlington Blvd, Greenville, NC 27834**, said Radio Tower and site identified on Exhibit A. Lessee shall have the right to install on the Radio Tower and to maintain, operate, repair, replace, and upgrade antennas as part of its communication system (the Radio Tower, the space on the Radio Tower and Lessee's equipment is sometimes referred to as the "premises" or the "leased premises"). Lessor grants to Lessee exclusive permission to attach necessary transmission lines, cable, antennas, fixtures, and other associated equipment to the Radio Tower to make said antennas operational in such a manner and using such mounting equipment, techniques, and procedures as are customary in the industry. Lessee shall have exclusive possession of the Radio Tower, and Lessor shall not be entitled to lease space on the Radio Tower to any other party during the term of this Lease.

Section 1.1 TERMS: Lessee to have and to hold the above described premises for a term of **five (5)** years commencing on the **eighteenth (18<sup>th</sup>)** calendar day of **April, 2018**, and fully ending at midnight on the last calendar day of **April, 2023** on the terms and conditions as set forth herein together.

Section 2 RENT: The Minimum Rent Commencement date shall be **May 1, 2018**. Rent shall be paid to the Lessor at **408 West Arlington Blvd, Greenville, NC 27834**.

<u>Minimum Rent:</u>	<u>Monthly</u>	<u>Annual</u>
Year 1: April 18, 2018 – April 30, 2018	14 days Free Rent	
May 1, 2018 – April 30, 2019	\$150.00	\$1,800.00
Year 2: May 1, 2019 – April 30, 2020	\$150.00	\$1,800.00
Year 3: May 1, 2020 – April 30, 2021	\$150.00	\$1,800.00
Year 4: May 1, 2021 – April 30, 2022	\$150.00	\$1,800.00
Year 5: May 1, 2022 – April 30, 2023	\$150.00	\$1,800.00

Section 2.1 MINIMUM RENT: Throughout the term of this Lease, Lessee shall pay Minimum Rent to Lessor as specified in Section 2. Minimum Rent shall be due the first day of each month in advance and payable in equal monthly installments without notice or demand. The first installment of rent shall be due on the Rent Commencement Date specified in Section 2.

Section 2.2 ADDITIONAL RENT FOR LATE PAYMENT: Lessee hereby agrees that in the event any payment of rent to Lessor is received by the Lessor later than the 10th day of the month for which it is due, **Lessee will pay an additional \$20.00 to Lessor as additional rent for that month.**

Section 3: INSURANCE: Lessor shall not be required to maintain fire, casualty or

extended damage insurance on the property or person of the Lessee or any person or property which may now or hereafter be placed in the leased premises, all of which should be insured by Lessee at Lessee's expense. Lessor shall maintain casualty insurance on the Radio Tower in at least the amount of the replacement cost of same.

Section 3.1 INCREASE IN PREMIUM: Lessee agrees not to do anything which will void the Lessor's insurance or cause the premiums to increase. In the event that the Lessor's insurance premiums are increased as a result of the Lessee's occupancy, then the Lessee agrees to pay, in full, that increase in premium caused by its occupancy. Lessor represents and warrants that Lessee's use of the space on the Radio Tower in the ordinary course of such usage will not cause Lessor's premiums to increase.

Section 4: NOTICES: For the purpose of notice or demand, the respective parties shall be served by certified or registered mail, receipt requested, addressed to the Lessee or to the Lessor at the following addresses:

If to the Lessor:

**Lampe Management Company  
P.O. Box 608  
Smithfield, NC 27577**

If to the Lessee:

**Craven Community College  
800 College Court  
New Bern, NC 28562  
Attn: Station Manager, Public Radio East**

Section 5 ORDINANCES AND REGULATIONS: The Lessee hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, and the City, County and/or State having jurisdiction over the leased premises, and with all ordinances and regulations of governmental authorities, wherein the leased premises are located, at the Lessee's sole cost and expenses, but only so far as any of such rules, ordinances and regulations pertain to the manner in which the Lessee shall use the leased premises.

Section 6 SERVICES AND UTILITIES: Lessor shall be responsible for providing electricity to the premises. Unless caused by the negligence or intentional act of Lessor, Lessor shall not be liable for any interruption in the supply of electricity to the Lease Premises including but not limited to loss of airtime, loss of revenue or other monetary loss due to any kind of power interruption, nor shall any such interruption constitute a breach by Lessor of the terms and conditions of this Lease, or constitute a ground for an abatement of any sum payable by Lessee under this Lease whether at the time of such interruption the electricity is being supplied by Lessor or others. Lessor consents and grants to Lessee a 24-hour a day, 7-day a week unrestricted right of ingress & egress to and from the Radio Tower over the balance of Lessor's property and to place Lessee's equipment thereon.

Lessor acknowledges and agrees that all of Lessee's equipment and other personal property of Lessee kept or stored on the premises or the Radio Tower by Lessee constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, and neither Lessor nor any person claiming by, through or under Lessor shall have any right, title or interest (including without limitation, a security interest) in Lessee's equipment. Lessee, and Lessee's successors in interest, shall have the right to remove Lessee's equipment at any time during the term of this Lease or its earlier termination.

Section 7 MAINTENANCE AND REPAIR: Lessee shall be responsible for any desired repair to or reconstruction of its equipment placed on the Radio Tower should it



become damaged or destroyed.

Section 8 DESTRUCTION OF PREMISES: If the Radio Tower is damaged or totally destroyed by fire or other casualties such that Lessee cannot make use of its equipment on the Radio Tower, the Lessee shall have the option of terminating the lease or any renewal thereof upon giving written notice at any time thirty (30) days from the date of destruction, and if the lease be so terminated, all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded. If the Lessee's equipment is totally destroyed by fire or other casualties, Lessee shall have the right to replace the equipment or to terminate the lease upon giving written notice at any time thirty (30) days from the date of destruction, and if the lease be so terminated, all rent shall cease as of the date of such destruction and any prepaid rent shall be refunded.

Section 9 QUIET ENJOYMENT: Lessor covenants and warrants to Lessee that Storage Kings, LLC owns the fee simple interest in and to the property upon which the Radio Tower is located. Lessor covenants that Lessee shall have quiet and peaceable possession of the premises throughout the term of this Lease, and that Lessor shall not intentionally disturb Lessee's enjoyment thereof as long as Lessee is not in default beyond any applicable cure period under this Lease.

Section 10 HOLDOVER: It is further covenanted and agreed that if the Lessee, any assignee or sublessee of Lessee shall continue to occupy the leased premises after termination of the lease (including a termination by notice under Section 12), without prior written consent of the Lessor, such tenancy shall be Tenancy at Sufferance. Acceptance by the Lessor of rent after such termination shall not constitute a renewal of this lease or consent to such occupancy nor shall it waive the Lessor's right of re-entry or any right contained herein.

Section 11 INDEMNIFICATION: Except as results from its negligent or intentional act (for which Lessor shall indemnify Lessee), the Lessor shall not be liable for any damage or injury to any person or property whether it be the person or property of the Lessee, the Lessee's employees, agents, guests, invitees or otherwise by reason of the Lessee's occupancy of the leased premises or because of fire, flood, windstorm, Acts of God, or for any other reason. To the extent allowed by law, and as limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for injury or damages is caused by or results from the negligent acts or omissions of Lessee, its officers, agents, contractors, or employees, the Lessee agrees to indemnify and hold harmless the Lessor from and against any and all loss, damage, claim, demand, liability or expense by reason or damage to person or property which may arise as a result of the use of said leased premises by the Lessee, providing, however, that Lessee shall not indemnify as to the loss or damage due to the fault of the Lessor.

Section 12 DEFAULT: In the event the Lessee shall default in the payment of rent or any other sums payable by the Lessee herein, and such default shall continue for a period of thirty (30) days after written notice thereof from Lessor, or if the Lessee shall default in the performance of any other covenant or agreements of this lease and such default shall continue for thirty (30) days after written notice thereof, or if the Lessee shall become bankrupt or insolvent, file for reorganization under any bankruptcy law, or any other debtor proceedings be taken by or against the Lessee, then and in addition to any and all other

legal remedies and rights, the Lessor may terminate this lease and retake possession of the leased premise, or relet the same without termination, in which later event the Lessee is credited with the rent hereby obtained less all repairs and expenses (including the expense of obtaining possession). The Lessee also covenants and agrees to pay reasonable attorney's fees, cost and expenses of the Lessor, including court costs. If the Lessor employs an attorney to collect rent or enforce other rights of the Lessor in the event of any breach as aforesaid and the same shall be payable regardless of whether collection or enforcement is effected by suit or otherwise. The termination of this lease for any cause whatsoever shall not affect the right of the Lessor to collect any rent due on the date of termination. LANDLORD HAS A DUTY TO MITIGATE ITS DAMAGES.

Section 13 SUCCESSORS AND ASSIGNS: This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators and legal representatives of the parties hereto. This Lease shall be freely assignable by Lessee.

Section 14 NON-WAIVER: No waiver of any covenant or condition of this lease by either party shall be deemed to imply or constitute a further waiver of the same covenant or condition of any other covenant or condition of this lease.

Section 15 ESTOPPEL CERTIFICATE: At any time and from time to time, but not more than twice per lease year, within ten (10) days after Lessor may request the same and without cost to Lessor, Lessee shall execute, acknowledge and deliver to Lessor and to such Mortgagee or other party as may be designated by Lessor, a certificate in form and substance acceptable to Lessor with respect to the matters required by such party and such other matters relating to this lease or the status of performance of obligations of the parties hereunder as may be reasonably requested by Lessor.

Section 16 NORTH CAROLINA LAW: This agreement shall be governed by and interpreted in accordance with North Carolina law. Any dispute or claim shall be litigated and tried under North Carolina law within the state of North Carolina, within the county in which this contract was signed. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

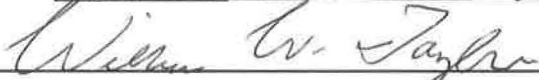
Section 17 AGENT ACTING ON BEHALF OF OWNER: By signing this Lease Agreement, Lessee recognizes that Lampe Management Company is acting as agent on behalf of the owner, Storage Kings, LLC. Lampe Management Company represents and warrants that Lampe Management Company has the authority to act on behalf of Storage Kings, LLC as its agent.

Section 18 MEMORANDUM OF LEASE: Each party, on request of the other, agrees to execute a short form or memorandum lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.

Section 19 ENTIRE AGREEMENT; MODIFICATIONS: This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have each executed this lease agreement for the purposes and uses stated herein in duplicate originals on the day and year first above written.

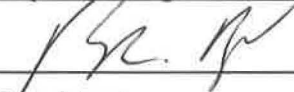
Lessee: Trustees of Craven Community College

By: 

Name: William W Taylor

Title: Chair, Trustees

Lessor: Lampe Management Company

By:   
Vice President

TITLE: Authorized Management Agent for Storage Kings, LLC

EXHIBIT A





**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM**

*Jennifer Haygood*

*Acting President*

24 April 2018

**IMPORTANT INFORMATION**

**MEMORANDUM**

**TO:** Members of the State Board of Community Colleges  
Community College Presidents  
Boards of Trustees Chairs  
Community College Chief Academic Officers, Chief Admissions Officers, Basic Skills Directors, Business Officers, Continuing Education Officers, Customized Training Directors, Distance Learning, Chief Financial Officers, Financial Aid Officers, Planners, Public Information Officers, Registrars, Student Development Administrators, & Other Interested Parties

**FROM:** Q. Shanté Martin, *NCCCS General Counsel*

**RE: Amendment of 1C SBCCC 200.94 - "Holiday Leave"**

On 20 April 2018, the State Board of Community Colleges voted to amend 1C SBCCC 200.94 - "Holiday Leave." After the report issued by the Office of State Auditor on January 25, 2018, the State Board of Community Colleges sought to avoid potential inequities created between community college and State employees participating in the same Teachers and State Employees Retirement System (TSERS), by community college employees earning annual leave being paid more Holiday Leave than State employees.

**The rule will be effective 1 July 2018. The new rule will be published on the NC Community College System's website, [www.nccommunitycolleges.edu](http://www.nccommunitycolleges.edu), under "State Board Code."** For your convenience, a copy of the rule is attached to this memorandum.

**CC18-015  
E-mail Copy**

Attachment

**CRAVEN COMMUNITY COLLEGE**  
**12 ANNUAL HOLIDAYS**

New Year's Day  
Martin Luther King, Jr. Day  
Spring Break Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
Day after Christmas

**COLLEGE CLOSURE OVER CHRISTMAS HOLIDAYS 2018**

DAY	DATE	PAID HOLIDAY	LEAVE
Friday	December 21		X
Monday	December 24	X	
Tuesday	December 25	X	
Wednesday	December 26	X	
Thursday	December 27		X
Friday	December 28		X
Monday	December 31		X
Tuesday	January 1	X	

**DRUG AND ALCOHOL USE**

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*Legal Authority: 1C SBCCC 200.94; 34 CFR Part 86*

*Approval: April 19, 2011*

*Revision: [DRAFT – August 2018]*

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**DRUG AND ALCOHOL USE**

It is the policy of Craven Community College to provide employees and students an environment that is free of drugs and alcohol. In compliance with the Drug-Free Schools and Communities Act of 1989, the College will adopt and implement a program to prevent the unlawful possession, use or distribution of illicit drugs and alcohol by students and employees on its premises and as a part of any of its activities. In compliance with the Drug-Free Workplace Act of 1988, the College prohibits the unlawful manufacture, distribution, dispensation, possession, use, or sale of a controlled substance or alcohol during work time and breaks, on College premises or as part of any College-sponsored activity, while driving a College owned vehicle and/or while driving any vehicle for a College-sponsored, sanctioned or required activity.

The following are limited exceptions to the prohibitions of this policy:

- The President is authorized to waive prohibition of the use, possession, distribution and/or dispensation of alcohol for College-sanctioned events that do not involve significant student participation.
- Unopened (sealed) alcoholic beverages, in their original containers, are permitted in personally owned vehicles parked on College property.
- An instructional course that requires the use, possession, distribution or dispensation of alcohol. The Board authorizes the President to conduct, upon receiving the necessary State Board of Education and NC Alcoholic Beverage Control Commission approvals, the following instructional programs:
  - A brewing, distillation and fermentation program pursuant to N.C.G.S. § 18B-1114.6. The purpose of the brewing, distillation and fermentation program is solely educational.
  - A viticulture and enology program pursuant to N.C.G.S. § 18B-1114.4. The purpose of a viticulture and enology program is solely educational.
  - The President shall develop applicable Procedures prior to initiating these instructional programs.

**Definitions**

**Drug:** Any “controlled substance” as defined at 21 U.S.C. § 802 and listed on Schedules I through V of 21 U.S.C. § 812, as revised from time to time, and as defined by other federal laws and regulations. Controlled substances also includes those substances listed on Schedules I through VI in Article 5 of

Chapter 90 of the North Carolina General Statutes and as defined by other state or local laws and regulations. Generally, these are drugs that have a high potential for abuse. Such drugs include but are not limited to heroin, marijuana, cocaine, opiates, amphetamines, phencyclidine (PCP) and crack cocaine. Also included within this definition are any legal drugs that have been obtained illegally or are not being taken as prescribed by a licensed physician, and substances that are not intended for human consumption (such as glue).

Alcohol: Means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols, including methyl and isopropyl alcohol. Alcohol includes any beverage containing at least one-half of one percent (0.5%) by volume, including malt beverages, unfortified wine, fortified wine, spirituous liquor and mixed beverages and any other beverages regulated by the North Carolina ABC Commission under Chapter 18B of the North Carolina General Statutes.

College campus: The buildings, grounds, parking lots, and other property of the College, or any other location where the business or an activity of the College is being performed or carried out.

Conviction: A plea of or a finding of guilt (including a plea of nolo contendere) and the imposition of a judgment by a judge sitting with or without a jury in any federal or state court or military tribunal.

### **Prohibited Conduct for Students**

No student shall manufacture, distribute, dispense, possess, use, sale or be under the influence of any drug or alcoholic beverage before, during or after school hours on College premises, at any College location, or at College-sponsored events or activities. A student's legal use of prescribed or over-the-counter drugs is not a violation of policy only if such use does not endanger the student or others and it does not interfere with student learning or participation in student-related activities. Students shall be held strictly accountable for their behavior while under the influence of prescribed drugs or over-the-counter drugs.

Any student who violates this policy while on College premises or as part of any College-sponsored activity will be subject to disciplinary action.

Instructors have the discretion to determine whether a student may be under the influence of drugs or alcohol. If an instructor suspects a student is under the influence of drugs or alcohol, he or she has the authority to contact campus security to remove the student from the classroom. Instructors must notify the Dean of Enrollment Management or designee of this alleged violation of the Code of Student Conduct as soon as possible.

### **Disciplinary Sanctions for Students**

A student who violates the terms of this policy will be subject to disciplinary action in accordance with the Code of Student Conduct. Disciplinary action including, but not limited to suspension, dismissal or the requirement that the student satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program. The student is expected to comply with any assistance or rehabilitation program prescribed as a condition of his or her enrollment. Participation in any assistance or rehabilitation program will be at the student's own expense.

Any illicit drugs or alcohol found in or on College property will be turned over to the appropriate authorities, and the College will assist in any resulting criminal prosecution.



## **Prohibited Conduct for Employees**

A violation of this drug and alcohol abuse policy occurs when any employee:

Engages in the unlawful manufacture, distribution, dispensing, possession of, sale, purchase, trade, or use of any drug or alcohol while at the workplace, while using equipment owned or leased by the College, while in a vehicle owned or leased by the College or while representing the College away from the workplace, except for the reasonable social use of alcohol in a business/social setting, provided the employee is of legal age.

Reports to the work site impaired by drugs or alcohol, including improper use of drugs prescribed by a physician, and over-the-counter medications. Any employee using prescribed medications under a physician's direction and any employee taking prescription or over-the-counter medication that could alter their ability to perform the duties and responsibilities of their position, must notify the appropriate supervisor. Such employee is responsible for knowing and understanding the effects of any drug being taken. Failure to know or understand will not be a bar to disciplinary action. If, in the opinion of the employee's supervisor, an employee's actions and/or behavior are considered unsafe as a result of using the medication, the employee may be sent home on leave. If any employee reports to the work site while impaired by any of the above, this behavior shall be deemed inappropriate and unacceptable "personal conduct" for the purposes of the College.

Fails to report a conviction for driving while impaired, resulting in suspension or revocation of the employee's license, if the employee's job requires a valid operator's license. In this situation, the employee must report the license suspension or revocation to Human Resources. Human Resources shall determine whether suspension or revocation of the employee's driver's license interferes with a minimum level of job performance. If suspension or revocation of the employee's license is for one (1) year or less, the College may either assign the employee to another job for which he or she is qualified or may dismiss the employee for cause. Failure to notify Human Resources shall be cause for disciplinary action.

Manufactures, distributes, dispenses, possesses, sells, purchases, or uses prohibited drugs or alcohol away from the College campus in a manner that adversely affects the employee's performance, his or her or others' safety at work, or the College's regard or reputation in the community is viewed as inappropriate and unacceptable "personal conduct".

Stores any prohibited drug or unauthorized alcohol in a drawer, desk, cabinet, vehicle, or other repository owned or leased by the College or located at the workplace.

Fails to report in writing to the Human Resources Department any conviction under federal or state criminal drug statutes or conviction of an alcohol-related crime within five (5) calendar days following such conviction.

Commission of any of the above violations can result in disciplinary action, up to and including an unpaid suspension or dismissal.

## **Drug and Alcohol Testing of Employees**

Craven Community College maintains a drug and alcohol-screening program for employees consistent with legal requirements. The President shall adopt and implement appropriate procedures for drug and alcohol testing.

## **Disciplinary Sanctions for Employees**

Violations of this policy may result in disciplinary action up to, and including, an unpaid suspension, non-renewal or dismissal. At the College's sole discretion and in lieu of or in addition to taking disciplinary action, the College may refer an employee to a substance abuse professional or other appropriate agency, for evaluation and possible assistance. The employee will be expected to comply with any assistance or rehabilitation program prescribed as a condition of his or her employment. Participation in any assistance or rehabilitation program will be at the employee's own expense. In addition, the College may require the employee to sign and adhere to a Last Chance Assistance Agreement form or similar agreement provided by the College.

Any illicit drugs or alcohol found in or on College property will be turned over to the appropriate authorities, and the College will assist in any resulting criminal prosecution. The College reserves the right to refer violators of this policy to appropriate authorities for prosecution. Employees who are in violation of alcohol and drug laws may suffer legal consequences ranging from fines up to incarceration.

## **Enforcement**

The College is committed to enforcing this policy and to making sure that students and employees understand its contents and requirements. For this reason, the policy will be published annually in the College's Student Handbook and will be made available to employees along with other personnel policies and procedures of the College.

The College will review its drug and alcohol abuse program biennially or as otherwise required, to determine its effectiveness and implement any changes as needed, and to help ensure that the disciplinary sanctions described in this policy are enforced consistently.

All applicable laws pertaining to alcohol consumption, including laws relating to the sale to, purchase by, or use by underage persons of alcohol, will be enforced on the College campus. Similarly, all applicable federal, state, and local drug laws will be enforced on the College campus.

Employees working under a federal grant or contract that are convicted of violating a federal or state criminal drug statute or alcohol-related crime on College premises or as part of any College-sponsored activity, must report such conviction to the Human Resources department within five (5) calendar days of the conviction. The College will notify the appropriate federal government agency, which made the grant, within ten (10) calendar days of receiving notice thereof. The College shall take appropriate disciplinary action within thirty (30) calendar days from receipt of notice. As a condition of further employment on any federal government grant or contract, the law requires all employees to abide by this policy.

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