# AGENDA

**CRAVEN COMMUNITY COLLEGE**
**BOARD OF TRUSTEES**
**AUGUST 15, 2017**
**5:30 PM - Ward Boardroom**
**Brock Building, New Bern Campus**

| | | |
|---|---|---|
| I. | Call to Order | *Bill Taylor, Chair* |
| II. | Administrative Items | |
| | (1) Roll Call | *Ray Staats, Secretary* |
| | (2) Agenda Review and Adoption | *Bill Taylor* |
| | (3) Conflict of Interest Declaration | *Bill Taylor* |
| | (4) Recognition and Appreciation of Service | *Ray Staats* |
| | a. Kevin Roberts, Chair (January 2015-June 2017) | |
| | b. Rosanne Leahy (July 2013-June 2017) | |
| | (5) Oaths of Office | *Cindy Ensley* |
| | a. Ronald Knight (reappointed by Board of Education, 2017-2021) | |
| | b. Allison Morris (reappointed by Board of Education, 2017-2021) | |
| | c. Whit Whitley (newly appointed by Governor, 2017-2021) | |
| | d. Robin Schaefer (newly appointed by County Commissioners, 2017-2021) | |
| | (6) Public Comment | |
| III. | Consent Agenda *(motion)* | *Bill Taylor* |
| | (1) Approve Board of Trustees Meeting Minutes (June 20, 2017) | |
| IV. | ADA Accessibility Plan *(info)* | *Kathleen Gallman, VP* |
| V. | Curriculum Report *(info)* | *Kathleen Gallman* |
| VI. | Spring Administrative Program Review Summary *(info)* | *Kathleen Gallman* |
| VII. | Personnel Report (March 2017-July 2017) *(info)* | *Page Varnell, VP* |
| VIII. | Old Business | *Ray Staats* |
| | (1) SACSCOC Accreditation Reaffirmation Letter *(info)* | |
| | (2) Approve Board Policy 3.10 College-Sponsored Student Scholarships *(motion)* | |
| | (3) Approve Revised Trustee Bylaws *(motion)* | |

| | | |
|---|---|---|
| IX. | New Business | |
| | (1) Approve WFD Accountability & Visitation 2017-2020 Plans *(motion)* | *Gery Boucher, VP* |
| | (2) Craven Connect App *(info)* | *Gery Boucher* |
| | (3) Receive Board Policy 2.16 Voluntary Shared Leave Program *(info)* | *Page Varnell* |
| X. | Reports | |
| | (1) President | *Ray Staats* |
| | a. Legislative Update | |
| | (2) Attorney | *David Ward* |
| | (3) Chair | *Bill Taylor* |
| | (4) Student Trustee | *Tyler Toohey, SGA President* |
| | (5) Foundation President | *Lloyd Griffith* |
| XI. | Adjournment | *Bill Taylor* |

# 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 15, 2018 Annual Board Retreat & Meeting

*** (5:00 pm dinner-Naumann Community Room; 6:00pm meeting in Ward Boardroom)**
**** (8:30 am-1:30 pm Retreat; 2:00 pm – 4:00 pm Meeting; location to be determined)**

*Changes, if any, will be posted to the College website www.cravencc.edu*

This Notice is published on August 1, 2017 pursuant to directions by the Chair of the Board of Trustees.

Date posted: August 1, 2017
Place posted: Ward Boardroom exterior exit door, Brock Administration Building

**BOARD OF TRUSTEES**

**ROLL CALL**

**August 15, 2017**

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

Mr. Tyler Toohey, SGA President (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
COUNTY SCHOOLS
Today's Learners... Tomorrow's Leaders

# Board of Education





May 19, 2017

Dr. Ray Staats, President
Craven Community College
800 College Court
New Bern, NC 28562

Dear Dr. Staats:

The Craven County Board of Education appointed Allison Morris and Ronald Knight to serve on the Board of Trustees of Craven Community College effective July 1, 2017 through June 30, 2021.

We are pleased to inform you of the action taken by our Board at the May 18, 2017 Board meeting and request you to contact us at any time we may assist you.

Sincerely,

Dr. Meghan S. Doyle
Superintendent

OATH OF OFFICE

BOARD OF TRUSTEES

CRAVEN COMMUNITY COLLEGE

I, *Ronald Knight,* do solemnly swear that I will support the Constitution of the United States.

I, *Ronald Knight*, do solemnly swear that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability.

I, *Ronald Knight*, do solemnly swear that I will well and truly execute the duties of my office as a member of the Board of Trustees of Craven Community College according to the best of my skill and ability, according to law, so help me, God.

Ronald Knight

Signature, Ronald Knight

Sworn to and subscribed before me,
this the 15th day of August 2017.

Cynthia G Ensley

Cynthia G. Ensley, Notary
Craven County, North Carolina

CYNTHIA G. ENSLEY
NOTARY
MY COMMISSION EXPIRES 9-15-18
PUBLIC
CRAVEN COUNTY, NC

OATH OF OFFICE

BOARD OF TRUSTEES

CRAVEN COMMUNITY COLLEGE

I, *Allison Morris*, do solemnly swear that I will support the Constitution of the United States.

I, *Allison Morris*, do solemnly swear that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability.

I, *Allison Morris*, do solemnly swear that I will well and truly execute the duties of my office as a member of the Board of Trustees of Craven Community College according to the best of my skill and ability, according to law, so help me, God.

Allison Morris

Signature, Allison Morris

Sworn to and subscribed before me,
this the 15th day of August 2017.

Cynthia G Ensley

Cynthia G. Ensley, Notary
Craven County, North Carolina

CYNTHIA G. ENSLEY
NOTARY
MY COMMISSION EXPIRES 9-15-18
PUBLIC
CRAVEN COUNTY, NC

RECEIVED
JUL 19 2017
President's Office

**STATE OF NORTH CAROLINA**
**OFFICE OF THE GOVERNOR**

ROY COOPER
GOVERNOR

June 29, 2017

Mr. Robert E. Whitley Jr.
103 Neuse Landing Drive
New Bern, NC 28560

Dear Whit,

I am pleased to appoint you to serve as a member of the Craven Community College Board of Trustees. Pursuant to N.C. Gen. Stat. §115D-12, your appointment will be effective July 1, 2017 and will expire June 30, 2021.

Your board or commission is covered by the State Ethics Act. As a result, you must participate in ethics training within six months of your appointment and every two years thereafter, and you will be required to file a Statement of Economic Interest by April 15 of each year.

I am grateful for your willingness to serve the people of North Carolina. Your leadership and commitment to this Commission are key to our efforts to strengthen our communities and improve the quality of life for our people.

Please read the enclosed instructions carefully so that we may complete the appointment process. If you have any questions or need additional information, please contact the Office of Boards and Commissions at (919) 814-2077.

With kind regards, I am

Very truly yours,

Roy Cooper

Roy Cooper

cc: Dr. Ray Staats

Roy Cooper
Governor

**State of North Carolina**
**Office of the Governor**

I, Robert E. Whitley Jr., do solemnly swear (affirm) that I will support the Constitution of the United States.

I, Robert E. Whitley Jr., do solemnly swear (affirm) that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, Robert E. Whitley Jr., do solemnly swear (affirm) that I will well and truly execute the duties of my office as a member of the Craven Community College Board of Trustees according to the best of my skill and ability, according to law, so help me God.

Robert E. Whitley

Craven County, NC

Sworn to and subscribed before me, this

the 15 day of August, 2017.

Cynthia G. Ensley
Signature

Cynthia G. Ensley
Print

My commission expires on 9-15-18.

CYNTHIA G. ENSLEY
NOTARY
MY COMMISSION EXPIRES 9-15-18
PUBLIC
CRAVEN COUNTY, NC

OATH OF OFFICE

BOARD OF TRUSTEES

CRAVEN COMMUNITY COLLEGE

I, *Robert E. Whitley, Jr.,* do solemnly swear that I will support the Constitution of the United States.

I, *Robert E. Whitley, Jr.,* do solemnly swear that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability.

I, *Robert E. Whitley, Jr.,* do solemnly swear that I will well and truly execute the duties of my office as a member of the Board of Trustees of Craven Community College according to the best of my skill and ability, according to law, so help me, God.

Robert E. Whitley

Signature, Robert E. Whitley, Jr.

Sworn to and subscribed before me,
this the 15th day of August 2017.

CYNTHIA G. ENSLEY NOTARY MY COMMISSION EXPIRES 9-15-18 PUBLIC CRAVEN COUNTY, NC

Cynthia G Ensley

Cynthia G. Ensley, Notary
Craven County, North Carolina

# Craven County

1712

RECEIVED
JUL 25 2017
President's Office

Administration Building
406 Craven Street
New Bern, NC 28560
Fax 252-637-0526
manager@cravencountync.gov

Commissioners 252-636-6601
Manager 252-636-6600
Finance 252-636-6603
Human Resources 252-636-6602

July 19, 2017

Ms. Robin Schaefer
4150 North Rivershore Drive
New Bern, NC 28560

Dear Ms. Schaefer:

The Craven County Board of Commissioners, while meeting in regular session on Wednesday, July 5, 2017 voted to appoint you to serve on the Craven Community College Board of Trustees. The next few years will continue to be a period of rapid growth and exciting challenges. Your community pride and commitment to your fellow citizens will undoubtedly be an asset to Craven County.

By a copy of this letter, I am asking Dr. Raymond Staats to contact you with the necessary information concerning the Board's meeting times. On behalf of the entire Board of Commissioners, I would like to thank you for your willingness to serve.

Sincerely,

Thomas F. Mark

Thomas F. Mark, Chairman
Craven County Board of Commissioners

TFM:ajn

cc: Dr. Raymond Staats

OATH OF OFFICE

BOARD OF TRUSTEES

CRAVEN COMMUNITY COLLEGE

I, *Robin Schaefer*, do solemnly swear that I will support the Constitution of the United States.

I, *Robin Schaefer*, do solemnly swear that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability.

I, *Robin Schaefer*, do solemnly swear that I will well and truly execute the duties of my office as a member of the Board of Trustees of Craven Community College according to the best of my skill and ability, according to law, so help me, God.

Robin Schaefer

Signature, Robin Schaefer

Sworn to and subscribed before me,
this the 15th day of August, 2017.

Cynthia G. Ensley

Cynthia G. Ensley, Notary
Craven County, North Carolina

CYNTHIA G. ENSLEY
NOTARY
MY COMMISSION EXPIRES
9-15-18
PUBLIC
CRAVEN COUNTY, NC

NORTH CAROLINA
State Board of Elections & Ethics Enforcement

*Mailing Address*:
P.O. Box 27255
Raleigh, NC 27611-7255

Phone: (919) 733-7173
Fax: (919) 715-0135

**KIM WESTBROOK STRACH**
***Executive Director***

June 28, 2017

The Honorable Roy A. Cooper, III
Governor of North Carolina
20301 Mail Service Center
Raleigh, NC 27699-0301

*Via Email*

Re: Evaluation of Statements of Economic Interest Filed By **Mr. Robert E. Whitley, Jr.**
**Prospective Appointee – Craven Community College Board of Trustees**

Dear Governor Cooper:

Our office is in receipt of **Mr. Robert E. Whitley, Jr.'s** 2017 Statement of Economic Interest as a prospective appointee to the **Craven Community College Board of Trustees ("Board")**. We have reviewed it for actual and potential conflicts of interest pursuant to Chapter 138A of the North Carolina General Statutes ("N.C.G.S."), also known as the State Government Ethics Act.

**We did not find an actual conflict of interest or the potential for a conflict of interest.**

Chapter 115D provides for the establishment, organization, and administration of a system of community colleges throughout the State. N.C.G.S. §115D-14 grants the board of trustees of each institution the authority to acquire, hold, and transfer real and personal property, enter into contracts, institute and defend legal actions and suits, and exercise such other rights and privileges as may be necessary for the management and administration of the institution in accordance with the provisions and purposes of Chapter 115D. In addition, under N.C.G.S. §115D-58.7, trustees can designate banks, savings and loan associations, or trust companies as official depositories of the institution's funds.

The State Government Ethics Act establishes ethical standards for certain public servants, including conflict of interest standards. N.C.G.S. §138A-31 prohibits public servants from using their positions for their financial benefit or for the benefit of a member of their extended family or a business with which they are associated. N.C.G.S. §138A-36(a) prohibits public servants from participating in certain official actions from which the public servant, his or her client(s), a member of the public servant's extended family, or a business or non-profit with which the public servant or a member of the public servant's immediate family is associated may receive a reasonably foreseeable financial benefit.

Mr. Whitley will fill the role of an At-Large member on the Board. He is an attorney with Whitley Law Firm LLP.

In addition to the conflicts standards noted above, N.C.G.S. §138A-32 prohibits public servants from accepting gifts, directly or indirectly (1) from anyone in return for being influenced in the discharge of their official responsibilities, (2) from a lobbyist or lobbyist principal, or (3) from a person or entity which is doing or seeking to do business with the public servant's agency, is regulated or controlled by the public servant's agency, or has particular financial interests that may be affected by the public servant's official actions. Exceptions to the gifts restrictions are set out in N.C.G.S. §138A-32(e).

Pursuant to N.C.G.S. 138A-15(c), when an actual or potential conflict of interest is cited by the Commission under N.C.G.S. 138A-24(e) with regard to a public servant sitting on a board, the conflict shall be recorded in the minutes of the applicable board and duly brought to the attention of the membership by the board's chair as often as necessary to remind all members of the conflict and to help ensure compliance with the State Government Ethics Act.

Finally, the State Government Ethics Act mandates that all public servants attend an ethics and lobbying education presentation. Please review the attached document for additional information concerning this requirement.

Please contact our office if you have any questions concerning our evaluation or the ethical standards governing public servants under the State Government Ethics Act.

Sincerely,

Beth Carpenter

Beth Carpenter
SEI Unit

cc: Mr. Robert E. Whitley, Jr.

Attachment: Ethics Education Flyer

NORTH CAROLINA
State Board of Elections & Ethics Enforcement

*Mailing Address*:
P.O. Box 27255
Raleigh, NC 27611-7255

Phone: (919) 733-7173
Fax: (919) 715-0135

**KIM WESTBROOK STRACH**
***Executive Director***

August 8, 2017

Mr. Thomas Mark, Chairman
Craven County Commissioners *via Email*
406 Craven Street
New Bern , NC 28560

**Re:** **Evaluation of Statement of Economic Interest Filed by Robin L. Schaefer**
At Large Trustee—Craven Community College Board of Trustees.

Dear Chairman Mark:

Our office is in receipt of Robin L. Schaefer's **2017 Statement of Economic Interest** as member of the Craven Community College Board of Trustees ("the Board"). We have reviewed it for actual and potential conflicts of interest pursuant to Chapter 138A of the North Carolina General Statutes ("N.C.G.S."), also known as the State Government Ethics Act.

**We did not find an actual conflict of interest, but found the potential for a conflict of interest. The potential conflict identified does not prohibit service on this entity.**

The State Government Ethics Act establishes ethical standards for certain public servants, including conflict of interest standards. N.C.G.S. §138A-31 prohibits public servants from using their positions for their financial benefit or for the benefit of a member of their extended family or a business with which they are associated. N.C.G.S. §138A-36(a) prohibits public servants from participating in certain official actions from which the public servant, his or her client(s), a member of the public servant's extended family, or a business or non-profit with which the public servant or a member of the public servant's immediate family is associated may receive a reasonably foreseeable financial benefit.

N.C.G.S. Chapter 115D provides for the establishment, organization, and administration of a system of community colleges throughout the State. N.C.G.S. §115D-14 grants the board of trustees of each institution the authority to acquire, hold, and transfer real and personal property, enter into contracts, institute and defend legal actions and suits, and exercise such other rights and privileges as may be necessary for the management and administration of the institution in accordance with the provisions and purposes of N.C.G.S. Chapter 115D. In addition, under N.C.G.S. §115D-58.7, trustees can designate banks, savings and loan associations, or trust companies as official depositories of the institution's funds.

Mrs. Schaefer fills the role of an at large member of the board. She disclosed that she is the Assistant Vice President of Nursing for Carolina East Health System. As such she has a potential for a conflict of interest and should exercise appropriate caution in the performance of her public duties should Carolina East Health Systems or Nursing related opportunities come before her and seek to conduct business with the board of the College.

In addition to the conflicts standards noted above, N.C.G.S. §138A-32 prohibits public servants from accepting gifts, directly or indirectly (1) from anyone in return for being influenced in the discharge of their official responsibilities, (2) from a lobbyist or lobbyist principal, or (3) from a person or entity which is doing or seeking to do business with the public servant's agency, is regulated or controlled by the public servant's agency, or has particular financial interests that may be affected by the public servant's official actions. Exceptions to the gifts restrictions are set out in N.C.G.S. §138A-32(e).
Finally, the State Government Ethics Act mandates that all public servants attend an ethics and lobbying education presentation. Please review the attached document for additional information concerning this requirement.

Please contact our office if you have any questions concerning our evaluation or the ethical standards governing public servants under the State Government Ethics Act.

Sincerely,

DLatta

Diana Latta
Paralegal

cc: Robin Schafer, Filer
Cindy Ensley, Ethics Liaison
Chairman of the Board of Trustees

Attachment: Ethics Education Flyer

# CRAVEN COMMUNITY COLLEGE
## BOARD OF TRUSTEES
## MINUTES OF SUMMER MEETING
## JUNE 20, 2017

The Craven Community College Board of Trustees held its summer meeting on Tuesday, June 20, 2017, in the Ward Boardroom of the Brock Administration Building on the New Bern campus with Board Vice Chair Bill Taylor presiding in Board Chair Roberts' absence. The meeting was called to order at 5:33 pm.

<u>Roll Call</u>

President Raymond Staats called the roll.
Voting members present were: Mr. Stephen Cella, Ms. Jennifer Dacey, Mr. Ron Knight, Ms. Carol Mattocks, Ms. Allison Morris, Mr. Bill Taylor, Mayor Chuck Tyson, and Ms. Brenda Wilson.
Voting members absent were: Ms. Cora Chadwick, Mr. Ken Crow, Ms. Rosanne Leahy, and Mr. Kevin Roberts
Ex Officio members absent: Mr. Lloyd Griffith, Foundation President, SGA President (vacant)
Others present were: Dr. Raymond Staats, College President and Board Secretary; Mr. David Ward, Attorney, Ward and Smith; Dr. Page Varnell, Vice President for Administration; and Ms. Cindy Ensley, Executive Assistant to the President and Board of Trustees.

Vice Chair Taylor declared a quorum present for the meeting.

<u>Agenda Review and Adoption</u>

Vice Chair Taylor reviewed the revised agenda (attached) and asked if there were further revisions or additions. Trustee Knight motioned to accept the agenda as presented; Trustee Tyson seconded the motion and all approved.

<u>Conflict of Interest Declaration</u>

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

<u>Public Comment</u>

Vice Chair Taylor called for public comment and none were expressed.

Consent Agenda

Vice Chair Taylor called for approval of the following referenced minutes (attached):

Special Called Facilities Committee Meeting of January 31, 2017
Special Called Board of Trustees Meeting Minutes of February 9, 2017
Board of Trustees Winter Meeting Minutes of April 7, 2017

Trustee Tyson motioned to accept the minutes as presented; Trustee Knight seconded the motion and the motion passed unanimously.

Summer Enrollment

President Staats highlighted the enrollment report (attached) indicating an increase in social media presence helped boost numbers in curriculum enrollment.

Finance

*Year-to-date Budget Comparison Reports – State, County & Institutional:* VP Varnell presented reports for the period July 1, 2016-May 15, 2017 (attached). Trustee Wilson motioned to approve the reports; Trustee Tyson seconded the motion and the motion passed unanimously.

*Write-Offs and Uncollectable Accounts:* VP Varnell highlighted the report (attached) indicating a decline in year-to-date write-offs as compared to the same period last year. Trustee Knight motioned to approve the report; Trustee Cella seconded the motion and the motion passed unanimously.

*Cash Balances:* VP Varnell reported on the cash balance report (attached) for informational purposes.

*Fiscal Year 2018 Continuing Budget Resolution:* President Staats requested the Board approve a resolution of continuance effective from July 1, 2017 (attached) until the NCCCS-approved (North Carolina Community College System) fiscal year 2017-18 budget is ready for presentation to the Board for acceptance. Trustee Wilson motioned to approve the resolution as presented; Trustee Mattocks seconded the motion and the motion passed unanimously.

Facilities

*Quarterly Usage Report:* VP Varnell reviewed the 4th quarter 2016-2017 use of college facilities (attached).

*Facilities Update:* VP Varnell gave an update on the Barker Hall Second Floor renovation project, the new flooring in Perdue Hall and the recent active shooter drill/exercise.

*Construction Update:* The First Stop renovation (Barker Hall, First Floor) is expected to start November 2017 and the STEM building project in July 2018 per VP Varnell.

Old Business

None.

New Business

*Approve Revision of Board Policy 1.7-Duties of the President:* President Staats reviewed the two administrative changes to the policy highlighted in yellow (attached). Trustee Tyson motioned to approve the revision; Trustee Knight seconded the motion and the motion passed unanimously.

*Approve Public Radio East (PRE) Assignment of Subcarrier Lease:* President Staats presented for review and approval the assignment of lease (attached) transferring the rights from Radio Reading Services of Eastern NC to Radio Reading Services Inc. to continue offering a news reading service on PRE's 89.3 MHz frequency with the College. The original lease dated November 22, 1991 is attached for reference. Trustee Wilson motioned to approve the lease as presented; Trustee Mattocks seconded the motion and the motion passed unanimously.

*Approve Amended Lease for First Street WDC:* President Staats presented for review and approval the resolution (attached) necessary to comply with the Economic Development Authority's requirement that the lease include the College's obligation to comply with all applicable federal, state and local nondiscrimination laws and that the College's leasehold rights are subordinate to the EDA as the holder of the mortgage on the WDC property. Trustee Knight motioned to approve the resolution; Trustee Mattocks seconded the motion and the motion passed unanimously.

*Approve Nominating Committee's Recommendation for Board Officers 2017-2018:* On behalf of the Nominating Committee (Tyson, Mattocks, and Leahy), Committee Chair Tyson presented the recommended slate: Chair – Bill Taylor; Vice Chair – Allison Morris; Secretary – Ray Staats

Trustee Knight motioned to approve the slate of officers; Trustee Cella seconded the motion and the motion passed unanimously. Officers assume their roles effective July 1, 2017 through June 30, 2018.

*Receive 2017-2018 Board Meeting Schedule:* Executive Assistant Ensley presented the eight meeting per year schedule as attached.

*Receive Board Policy 3.10-College Sponsored Student Scholarships:* President Staats presented the new board policy (attached) for review and approval at the August board meeting.

*Receive Draft of the Revised Trustee Bylaws:* With the change in the annual number of board meetings and the elimination of the Standing Committees, President Staats stated the bylaws require a revision. Attached are the revised bylaws for review and approval at the August board meeting.

<u>Reports</u>

*President*: President Staats presented his report (attached). SACSCOC has notified the College that it has granted reaffirmation of accreditation for 10 years. The SACSCOC noted no citations or further reporting to be required. College Procedures CP 1.5.1 (Board Meeting Master Schedule) and CP 1.10.2 (College Plans) were distributed for information as an example of the relationship between Board Policies and College Procedures. A brief legislative report was given as well as an update on the First Street WDC. A listing of trustee events for July-December was distributed.

*Attorney*: Attorney Ward noted one newly filed litigation involving a fall from a bicycle.

*Chair:* No report given.

Closed Session

At 6:40 pm upon motion by Trustee Knight, second by Trustee Dacey, 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 6:50 pm upon motion by Trustee Mattocks, second by Trustee Wilson, and unanimous approval, the Closed Session ended and Regular Session resumed. The public was invited to join the Regular Session.

Vice Chair Taylor stated that votes had been taken to approve previous closed sessions minutes during closed session.

Recognition and Appreciation Service

Trustee Chuck Tyson was recognized for his service and dedication to the Board of Trustees for the past four years with the presentation of a commemorative clock.

Adjournment

With no further business to be presented, Vice Chair Taylor adjourned the meeting at 7:00 pm.

Respectfully submitted:

William W. Taylor

Bill Taylor, Chairman
August 15, 2017

Raymond W Staats

Raymond W. Staats, Secretary
August 15, 2017

ce 7/6/17

CRAVEN COMMUNITY COLLEGE
WHITE PAPER

# ADA ACCESSIBILITY PLAN

ADAPT
ERASING BARRIERS TO LEARNING

**BACKGROUND:** Federal law requires that all electronic information, including websites and e-learning content, be accessible under Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990. The NC General Assembly passed Senate Bill 866 in 2001 making accessibility a state requirement.

**DIRECTIVE:** NC System Office has charged all community colleges in North Carolina with creating and implementing a 5-year plan leading to accessibility for all learners.

- Letter sent to community college Presidents from the System Office mandating an ADA Compliance Plan be developed and implemented at each college
- To address the mandate, Craven CC formed an ADA Compliance Committee and developed an ADA Compliance Plan

**THE PLAN:**

- **Phase 1: Awareness (Spring 2017)**
  - Focus: Information Campaign
  - Action: Increase awareness and understanding of the importance of providing fully accessible web and digital content, ADA, and Universal Design for Learning (UDL) through a variety of marketing and professional development sessions
    - Required kick-off sessions
    - Final plan presented across college
    - Begin developing ADA policies and procedures handbook
    - Completed mandatory training for ADA compliance awareness for all faculty and staff

- **Phase 2: Documents (July 2017 – June 2018)**
  - Focus: Accessible Documents
  - Action: All digitally shared Word Documents, Google Docs, Pages and PDFs will be made accessible for online and traditional courses. By the end of Phase 2, all documents provided through the college website, or in courses, will be accessible and compatible with assistive technology
    - Faculty and staff will be provided with instructions on how to identify and purchase accessible instructional materials
    - Faculty will attend Introduction to Universal Design for Learning
    - Mandatory training on Documents, Google Docs, Pages, and PDFs

        - Open labs will be provided by the Office of DL for faculty to work on making documents accessible

- **Phase 3: Presentation (July 2018 – June 2019)**
    - Focus: Accessible Presentations
    - Action: Presentation tools are used throughout the college for online and traditional courses as well as website content. By the end of Phase 3, all presentation files shared by faculty and staff for course content or shared publicly on the website will be ADA compliant
        - Focused training on PowerPoint, Google Slides, and Keynote
        - Open labs provided by the Office of DL for faculty to work on making presentations accessible

- **Phase 4: Multimedia and 3rd Party (July 2019 – June 2020)**
    - Focus: Accessible Multimedia
    - Action: Multimedia tools are used throughout the college for online and traditional courses, as well as, website content. By the end of Phase 4, all multimedia files shared by faculty and staff for course content or shared publicly on the website will be ADA compliant. This includes captioning for videos and employing accessible players
        - Focused training on video captioning and multimedia for online and traditional courses
        - Open labs provided by Office of DL for faculty to work on making presentations accessible

- **Phase 5: Review and Evaluation (July 2020 – June 2021)**
    - Focus: Review and Evaluation
    - Action: Phase 5 will involve the review and evaluation of policies and procedures in place to ensure ADA compliance. By the end of Phase 5, the college will have a plan in place to monitor and maintain ADA compliance
        - Create a plan for long-term review and evaluation of course material
        - Continue accessibility training

# 2016-17 ADMINISTRATIVE PROGRAM REVIEW SNAPSHOT

| Department | Strengths | Recommendations |
|---|---|---|
| **Facilities** | 1. Quality of Campus maintenance<br>2. Capital improvements to Orringer Hall<br>3. Work done to renovate and restripe the parking lots<br>4. Development and implementation of a flooring maintenance plan | ➢ Purchase a truck for Havelock maintenance staff<br>➢ Retain another full-time housekeeper for the Havelock campus when STEM building is operational |
| **Financial Aid** | 1. Discontinued participation in the direct student loan (Stafford) program<br>2. Established an appointments system<br>3. Developed an online financial aid workshop<br>4. Implemented Academic Works for the awarding of scholarship funds<br>5. Utilize School Servicing Center to administer simple verifications | ➢ Continue efforts to increase communication with students<br>➢ Continue to work with academic departments to facilitate timely withdrawals to decrease student financial aid ramifications |
| **Godwin Memorial Library** | 1. Offered a broad range of services and one-on-one assistance to students and the public<br>2. Ensured Craven students have access to a broad range of electronic databases and other online resources, serving both seated and online students<br>3. Provided support to ACA and ENG classes on information literacy | ➢ Purchase Photocopy/print/scan system that allows student self-service, consider integrating payment system with Craven's school identification system<br>➢ Work with CTL to incorporate a library services/research resources/information literacy session during the upcoming Faculty Showcase<br>➢ Appoint a student advisory panel<br>➢ Explore grant opportunities to assist with digitization of photographs, etc.<br>➢ Staff should receive training on NC Records Retention & follow the NC Records Retention Manual to archive documents |

| | | |
|---|---|---|
| **President's Office** | 1. Reorganized/redeployed staff and units to both facilitate oversight and to better align unit functions and goals<br>2. Utilized an inclusive approach to the development of the College's strategic plan through 2020<br>3. Organized the College's policies and procedures into one cohesive document<br>4. Continued development of the new STEM building and expanded programs at the College's Havelock site<br>5. Developed First Street Workforce Development Center | ➢ Focus on student persistence, institutional retention, and completion rates, in addition to enrollment trends<br>➢ Encourage increased access to institutional policy and procedure |
| **Safety** | 1. Developed of robust safety inspection and training program<br>2. Regularly updates all training modules, to provide training in both seated and online formats, and to assure any new or emerging health and safety issues are addressed<br>3. Rated as #1 among 58 North Carolina community colleges in terms of safety by the Environmental Health & Safety Institute<br>4. Developed online SDS (safety data sheets) program | ➢ Develop and disseminate reasons why maintenance of a safe work environment is important<br>➢ Recommend stakeholders be included on the Safety Committee (including students)<br>➢ Recommend Safety Committee members receive consistent training |
| **Workforce Development** | 1. Transitioned short classes to longer, more comprehensive, trades-related courses that are Tier 2 and earn more FTE<br>2. Obtained the approval for four WFD programs to qualify for GI Bill funding – Barbering, CDL, Welding, and WFD's FAA preparatory course<br>3. Rated second in the region in terms of customized training development and delivery<br>4. Sought/obtained grant funding in support of its programs and its students | ➢ Continue efforts to facilitate and simplify the online enrollment and payment system for WFD classes<br>➢ Continue to explore options for moving CDL program off campus |

# Craven Community College Personnel Report
# March 1, 2017 – July 31, 2017

| New Hires | Position Title | | Effective | Monthly/Annually |
|---|---|---|---|---|
| Brandy Caton | Data Assessment Specialist- Title III | | 3/1/17 | $2,667/$32,004 |
| Shanna Fliegel | Instructional Support Coordinator, TRiO-Student Support Services | | 3/1/17 | $3,042/$36,504 |
| Colleen Francis | Student Success Coach- Title III | | 3/15/17 | $3,250/$39,000 |
| Emily Stewart | Campus Life Coordinator | | 3/15/17 | $2,834/$34,008 |
| Nadia Vining | Administrative Assistant- QEP | | 3/15/17 | $2,292/$27,504 |
| Dale Spear | General Manager- Public Radio East | | 4/3/17 | $7,417/$89,004 |
| Amanda Tusing | Student Success Coach- Title III | | 5/1/17 | $3,250/$39,000 |
| Carlton Banks | Accounting Assistant- Purchasing | | 6/15/17 | $2,905/$34,860 |
| Laura Beeker | Director of Basic Skills | | 7/3/17 | $4,417/$53,004 |
| Randy Murphy | Facilities Maintenance Technician II | | 7/3/17 | $2,250/$27,000 |
| **Reassignments/ Promotions** | **From** | **To** | **Effective** | **Monthly/Annually** |
| Teressa Vansickle | Faculty, English | ACA Coordinator/Faculty, English | 3/1/17 | $5,014/$45,126 |
| Tracy Calcutt | Faculty, Nursing | Director of Nursing Programs | 5/1/17 | $5,542/$66,504 |
| Vince Castellana | Faculty, Mathematics | Chair, Havelock Campus | 5/15/17 | $5,334/$64,008 |
| Christine Hurst | Accountant | Controller | 5/24/17 | $4,668/$56,016 |
| Sarah Sawyer | Career/Transfer Center Coordinator | Career and College Promise Coordinator | 7/1/17 | $4,071/$48,852 |
| Jimmy Singleton | Facilities Maintenance Technician II - Grounds | Facilities Technician Assistant | 7/1/17 | $2,750/$33,000 |

| Resignations/ Terminations/Retirements | Position | Effective | Reason |
|---|---|---|---|
| Katie Bull | Faculty, Nursing | 5/13/17 | Resignation |
| Julia Golus | Faculty, Biology | 5/13/17 | Resignation |
| Lori-Ann Sarmiento | Faculty, Nursing | 5/13/17 | Resignation |
| Michelle Smith | Faculty, Developmental Mathematics | 5/13/17 | Resignation |
| Christine Jonas | Controller | 5/31/17 | Resignation |
| Carolyn Jones | Interim Dean of Health Programs | 5/31/17 | Retirement |
| Kathryn Banks | Director, Financial Aid | 6/30/17 | Retirement |
| Alexander Frelier | Director, Small Business Center | 6/30/17 | Resignation |
| Bruce Waugh | Faculty, Information Systems | 7/22/17 | Deceased |

| Job Searches/Position | Opening Date | Closing Date |
|---|---|---|
| Director of Nursing Programs | 2/7/17 | 5/1/17 - Filled |
| Accounting Assistant- Purchasing | 2/16/17 | 3/3/17- Filled |
| Director of Basic Skills Programs (Re-advertised) | 2/21/17 | 5/5/17 - Filled |
| Faculty, English | 2/27/17 | Until Filled - Filled |
| Dean of Health Programs | 3/1/17 | Until Filled |
| Faculty, Mathematics | 5/4/17 | 5/31/2017 - Filled |
| Faculty, Nursing (Three Positions) | 5/4/17 | 5/31/2017 - Filled |
| Director, Small Business Center | 5/23/17 | 6/9/17 - Filled |
| Accountant (Re-advertised) | 6/1/17 | 8/1/17 |
| Faculty, Biology | 7/6/17 | 7/25/17 |
| Instructional Support Coordinator- TRiO, Student Support Services | 7/10/17 | 7/21/17 |
| News Reporter- PRE | 7/10/17 | 7/31/17 |
| Director of Communications | 7/17/17 | 7/31/17 |

SACSCOC™
SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS
COMMISSION ON COLLEGES

RECEIVED
JUL 10 2017
President's Office

July 5, 2017

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

Dear Dr. Staats:

The following action regarding your institution was taken by the Board of Trustees of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) during its meeting held on June 15, 2017:

> The SACSCOC Board of Trustees reaffirmed accreditation. No additional report was requested. Your institution's next reaffirmation will take place in 2027 unless otherwise notified.

Please submit to your Commission staff member, preferably by email, a **one-page** executive summary of your institution's Quality Enhancement Plan. The summary is due **August 15, 2017,** and should include on the same page the following information: (1) the title of your Quality Enhancement Plan, (2) your institution's name, and (3) the name, title, and email address of an individual who can be contacted regarding its development or implementation. This summary will be posted to SACSCOC's website as a resource for other institutions undergoing the reaffirmation process.

All institutions are requested to submit an "Impact Report of the Quality Enhancement Plan on Student Learning" as part of their "Fifth-Year Interim Report" due five years before their next reaffirmation review. Institutions will be notified 11 months in advance by the President of the Commission regarding its specific due date. Directions for completion of the report will be included with the notification.

We appreciate your continued support of SACSCOC's activities and work. If you have questions, please contact the SACSCOC's staff member assigned to your institution.

Sincerely,

Belle S. Wheelan

Belle S. Wheelan, Ph.D.
President

BSW:sf

1866 Southern Lane • Decatur, Georgia 30033-4097 • Telephone 404/679-4500 • Fax 404/679-4558
www.sacscoc.org

# BP – 3.10

# COLLEGE-SPONSORED STUDENT SCHOLARSHIPS

*Legal Authority: NCGS 115D-20, 115D-40.1, 115D-5; 2A SBCCC 400.1*

*Approval: August 15, 2017*
*Revision:*

**COLLEGE-SPONSORED STUDENT SCHOLARSHIPS**

Scholarships provide unparalleled opportunities for students to begin and continue in their academic endeavors. The availability and sound management of scholarship funds are essential to the College's success.

The President of the College shall establish and maintain College-sponsored Student Scholarship Procedures that:

- Ensure sound fiscal management, with appropriate management controls, of annual and endowed scholarship fund accounts;
- Establish effective coordination and business practices with the Craven Community College Foundation and other agencies, organizations or individuals who are sources of scholarship funds;
- Provide for consistent and transparent selection and award processes that are free from, or the perception of, any form of unlawful discrimination;
- Require the accountable disbursement of scholarship funds to students.

Return to Table of Contents

**BYLAWS OF THE TRUSTEES**
**OF CRAVEN COMMUNITY**
**COLLEGE**

Updated: November 17, 2015
[[August 15 or September 19, 2017]]
As approved by the Board of Trustees/ce

~~**Amended November 17, 2015**~~

**TABLE OF CONTENTS**

## ARTICLE I

## BOARD OF TRUSTEES

**SECTION 1. Name:** The official title of the Board of Trustees of Craven Community College (the "Board of Trustees") is "The Trustees of Craven Community College," which also is the official corporate name of Craven Community College (the "College").

**SECTION 2. Jurisdiction:** The Board of Trustees is a body corporate possessing all powers related thereto, including, but not limited to powers to acquire, hold, and transfer real and personal property, to enter into contracts, to institute and defend legal actions and suits, and to exercise such other rights and privileges as may be necessary for the management and administration of the College in accordance with the provisions of Chapter 115D of the North Carolina General Statutes and other applicable laws, rules, and regulations.

The Board of Trustees holds title to all real and personal property donated to the College by private persons or purchased with funds provided by the College's tax-levying authorities.

**SECTION 3. Powers and Duties of Trustees:** The Board of Trustees constitutes the local administrative board of the College, with such powers and duties as are provided in Chapter 115D of the North Carolina General Statutes and as are delegated to it by the North Carolina State Board of Community Colleges (the "State Board"). The powers and duties of the Board of Trustees include, but are not limited to, the following:

(a) To elect the President of the College ("President") for such term and under such conditions as the Board of Trustees may fix, subject to the approval of the State Board, and to evaluate the President annually and notify the State Board in writing that its evaluation has been completed by July 1 of each year;

(b) To elect or employ all other personnel of the College upon nomination by the President, subject to standards established by the State Board, which power hereby is delegated by the Board of Trustees to the President;

(c) To approve an annual budget that is preceded by sound planning and is subject to sound fiscal procedures consistent with Article 4A of Chapter 115D of the North Carolina General Statutes;

(d) To purchase any land, easement, or right-of-way which shall be necessary for the proper operation of the College, upon approval of the State Board and, if necessary, to acquire land by condemnation in the same manner and under the same procedures as provided in Chapter 40A of the North Carolina General Statutes. For purposes of condemnation, the determination by the Board of Trustees as to the location and the amount of land to be taken and the necessity therefore shall be conclusive;

(e) To apply the standards and requirements for admission and graduation of students and other standards established by the State Board;

(f) To receive and accept donations, gifts, bequests, and the like from private donors and to apply them or invest any of them and apply the proceeds for purposes and upon the terms which the donor may prescribe and which are consistent with the provisions of Chapter 115D of the North Carolina general Statutes and the regulations of the State Board;

(g) To provide all or part of the instructional services for the College by contracting with other public or private organizations or institutions in accordance with regulations and standards adopted by the State Board;

(h) To encourage the establishment of private, nonprofit corporations to support the College, to approve any assignment by the President of any College employees to assist with the establishment and operation of any such corporations and any decision by the President to make available office space, equipment, supplies, and other related resources to any such corporation, and to review the annual financial audit report of any such corporation;

(i) To enter into guaranteed energy savings contracts pursuant to Part 2 of Article 3B of Chapter 143 of the North Carolina General Statutes;

(j) To perform all other acts and do all other things as may be necessary or proper for the exercise of the specific powers set forth herein or as may additionally be authorized under Chapter 115D of the North Carolina General Statutes and other applicable laws, rules, and regulations;

(k) To support the Craven Community College Foundation;

(l) To ensure the interests of the general public are fairly represented when debating and discussing issues and when making policy decisions;

(m) To support the College and its administration in the public domain; and

(n) To engage annually in Board development and self-appraisal activities.

**SECTION 4. Office of Record:** The Board of Trustees shall maintain its office of record at the Office of the President, which shall be located on the premises of the College in Craven County.

## ARTICLE II

## MEMBERSHIP OF THE BOARD

**SECTION 1. Number and Selection:** The Board of Trustees shall be composed of Trustees selected in accordance with Section 115D-12 of the North Carolina General Statutes.

**SECTION 2. Terms:** Trustees shall serve their terms in accordance with Section 115D-13 of the North Carolina General Statutes.

**SECTION 3. Removal of Trustees:** As allowed by Section 115D-19 of the North Carolina General Statutes, if the State Board has sufficient evidence that any member of the Board of Trustees is not capable of discharging or is not discharging the duties of his or her office as required by law or lawful regulation, or is guilty of immoral or disreputable conduct, the State Board shall so notify the Chair of the Board of Trustees (unless the Chair is the offending member, in which case the other members of the Board of Trustees shall be notified). Upon receipt of such notice, a meeting of the Board of Trustees shall be held for the purpose of investigating the charges, at which meeting a representative of the State Board may appear to present evidence of the charges. The allegedly offending member shall be given at least ten (10) business days' written notice of the meeting, which notice shall be deemed proper and adequate, and the findings of the remaining members of the Board of Trustees shall be recorded, along with the action taken, in the minutes of the Board of Trustees. If the charges are found to be true by an affirmative vote of two-thirds of the members of the Board of Trustees, the Board of Trustees shall declare the office of the offending member to be vacant and shall notify the appropriate appointing agency of the vacancy. In addition, the Board of Trustees may hold a hearing in accordance with Section 115D-19 of the North Carolina General Statutes upon evidence known or presented to it of conduct covered by this Section by a member of the Board of Trustees.

The Board of Trustees also may declare vacant the office of a member of the Board of Trustees who does not attend three consecutive meetings of the Board of Trustees or fails to participate within six months of appointment in a trustee orientation and education session sponsored by the North Carolina Association of Community College Trustees without justifiable cause and prior notification. Upon such event, the Board of Trustees shall notify the appropriate appointing agency of the vacancy.

**SECTION 4. Vacancies:** Any Trustee vacancy, occurring for whatever reason, shall be filled for the remainder of such Trustee's unexpired term by the agency authorized to select the Trustee and in the manner in which regular selections are made. Should the selection of a Trustee not be made by the agency having the authority to do so within sixty (60) calendar days after the date on which a vacancy occurs, whether by creation or expiration of a term or for any other reason, the Governor shall fill the vacancy by appointment for the remainder of the unexpired term.

**SECTION 5. Conflicts of Interest:**

(a) Goods, Wares, and Merchandise. No member of the Board of Trustees, nor any officer, agent, manager, instructor, or employee of the Board of Trustees, shall have any pecuniary interest, either directly or indirectly, proximately or remotely, in supplying any goods, wares, or merchandise of any nature or kind whatsoever for the College; shall act as agent for any manufacturer, merchant, dealer, publisher, or author for any article of merchandise to be used by the College; or shall receive, directly or indirectly, any gift, emolument, reward, or promise of reward for his or her influence in recommending or procuring the use of any manufactured article, goods, wares, or merchandise of any nature or kind whatsoever by the College.

(b) Business Transactions. Except as expressly permitted by law, no member of the Board of Trustees, nor any employee of the Board of Trustees, shall enter into or otherwise participate in, directly or indirectly, any business transaction involving College funds with any firm, corporation, partnership, person, or association which at any time during the preceding two (2) year period had a financial association with such member or employee. The fact that a person owns ten percent (10%) or less of the stock of a corporation or has a ten percent (10%) or less ownership interest in any other business entity, or is an employee of that corporation or other business entity, shall not be deemed to make the person one who "had a financial association" with the corporation or other business entity; provided, however, that the Board of Trustees shall authorize the business transaction at issue with such corporation or other business entity by specific resolution, on which such person shall not vote.

(c) Employment. No person who is currently or has been employed on a full-time basis by the College within the prior five years or who is a spouse or child of a person currently employed on a full-time basis by the College shall serve on the Board of Trustees. No member of the Board of Trustees shall apply for employment with or shall serve as an employee of the College in any capacity, whether as a part-time, full-time, temporary, or regular employee, or otherwise, while he or she is serving as a member of the Board of Trustees, nor shall a former member of the Board of Trustees serve as an employee of the College in any capacity within five years of the end of the latest year of service as a Trustee.

## ARTICLE III

## ORGANIZATION OF THE BOARD OF TRUSTEES

**SECTION 1. Officers:** The officers of the Board of Trustees shall consist of a Chair, a Vice-Chair, and a Secretary, each of whom shall be elected by the Board of Trustees. Both the Chair and the Vice-Chair shall be elected from the membership of the Board of Trustees; the Secretary may be (but is not required to be) elected from the membership of the Board of Trustees. The President shall be the executive officer of the Board of Trustees and shall serve upon appointment by and at the pleasure of the Board of Trustees, subject to any valid employment agreement the Board of Trustees may enter into with the President. Officers of the Board of Trustees shall be elected and installed during the June~~July~~ meeting of the Board of Trustees (or other such date allowed by this section). The new terms of office shall commence immediately after installation, such installation occurring as near as practicable to the end of the meeting where the officers are elected. If extenuating circumstances prevent the Board of Trustees from meeting, electing, or installing officers at the July meeting, the then-serving officers shall continue to serve until their replacements have been elected and installed at such time as the Board of Trustees determines is appropriate.

**SECTION 2. Term:** The Chair, the Vice-Chair, and the Secretary shall be elected for terms of one year each and shall be eligible for re-election by the Board of Trustees following the expiration of a term as set forth herein. Except as allowed in Section 8 of Article III of these Bylaws, a Trustee may serve a maximum of two consecutive terms in each of the offices of Chair and Vice-Chair (for example, two years as Vice-Chair and two years as Chair), but may serve again in either such office following a period of at least one year out of such office. The terms of the officers shall commence <u>on July 1.</u> ~~on the date of the first meeting of the Board of Trustees following the beginning of the College's fiscal year~~. The ~~O~~<u>o</u>fficers shall serve until their successors are elected notwithstanding any limitations on the number of terms set for<u>th</u> herein.

**SECTION 3. Chair:** The Chair shall call meetings of the Board of Trustees and preside at all meetings of the Board of Trustees, shall appoint members of all committees of the Board of Trustees after the Board of Trustees has elected committee chairs, may serve as an ex-officio voting member (and be counted toward quorum) in any committee meeting otherwise lacking a quorum, shall facilitate discussion and decision making by the Board of Trustees, shall execute all contracts and other documents on authority by and in the name of the Board of Trustees, shall serve as the representative and spokesperson of the Board of Trustees, shall act as liaison with the President and provide counsel and consultation to the President, and shall discharge all other functions delegated to him or her by the Board of Trustees.

**SECTION 4. Vice-Chair:** The Vice-Chair shall preside at all meetings of the Board of Trustees in the absence of the Chair, shall perform all duties of the Chair with full authority during the absence or disability of the Chair, and shall discharge any other functions delegated to him or her by the Board of Trustees.

**SECTION 5. Secretary:** The Secretary shall keep an accurate record of the proceedings of the Board of Trustees; shall have custody of the Corporate Seal of the Board of Trustees and shall affix it to official documents and attest to same by his or her signature; shall have custody of all official records and documents of the Board of Trustees, shall prepare and maintain an indexed compilation of all bylaws of the Board of Trustees and any amendments thereto and a copy of all rules, regulations, policies, and procedures relating to the operation of the Board of Trustees and any amendments thereto, the whole of which shall be known as the Operating Manual of the Trustees of Craven Community College; and shall issue, upon direction by the Chair or President, as applicable, notice of meetings of the Board of Trustees to members of the Board of Trustees and to the President. The President may serve as Secretary, but if the President does not serve as Secretary, then the President shall assist the Secretary in the performance of these duties and may serve as Acting Secretary in the event the person holding the office of Secretary is unable to do so.

**SECTION 6. President:** The President, as the executive officer of the Board of Trustees, shall attend and participate in, without vote, all meetings of the Board of Trustees, except where his or her absence is expressly desired or during any portions of such meetings when the Board of Trustees is in closed session (unless otherwise requested by the Board of Trustees); shall submit recommended policies, procedures, and policy decisions to the Board of Trustees or any committee thereof when requested to do so by the Board of Trustees or such committee or when the President deems it to be in the best interest of the College to do so; shall recommend all curriculum programs and non-curriculum programs which the President deems to be in the best interests of the citizens of the College's service area as established by the State Board and to contribute to the overall mission of the College and which are educationally and financially feasible and are not in conflict with the requirements of the North Carolina General Statutes, the standards of the State Board, or other applicable laws, rules, or regulations, and shall monitor the quality and viability of such programs and instruction and advise the Board of Trustees concerning the status of such programs and instruction; shall establish the monthly and annual salaries or hourly rates of pay for full-time and part-time College personnel other than the President within the budget approved for the College by the State Board and in accordance with regulations approved by the State Board; shall advise the Board of Trustees on the financial and budgetary needs of the College; and shall perform all other acts and do all other things as the President may be authorized to perform and do under Chapter 115D of the General Statutes and other applicable laws, rules, and regulations, and/or as are delegated to him or her by the Board of Trustees, in compliance with all applicable policies and procedures established by the Board of Trustees.

**SECTION 7. Nominating Committee:** Prior to the June~~July~~ 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~~July~~ Meeting, or at such other time the Board of Trustees determines is appropriate, for the Board's consideration, revision, deliberation and approval.

**SECTION 8. Vacancies:** In the event of a vacancy in the Vice-Chair, Secretary, or committee chair's position, the Chair shall appoint a Trustee to the vacant position on an interim basis until the Board selects a Trustee to serve the remainder of the vacant position's term. In the event the Chair's position becomes vacant, the Vice-Chair shall assume the office of Chair and serve for the remainder of such term. The Board shall select a Vice-Chair to fill the then-vacant Vice-Chair's position at such time the Board determines appropriate. If a Trustee is elected to fill an unexpired term of the office of Chair or Vice-Chair that has been vacated prior to expiration of the current term, then the Trustee filling such unexpired term shall serve the remainder of that term. If less than six months remain in the unexpired term, the Trustee may serve for up to two more consecutive years in that office. If more than six months remain in the term being filled, then the Trustee may serve in that capacity for one year following the expiration of the term being filled.

## ARTICLE IV

## MEETINGS OF THE BOARD OF TRUSTEES

**SECTION 1. Regular Meetings:** The regular meetings of the Board of Trustees shall be held on the campus of the College ~~on the third Tuesday of the first month of each calendar quarter at 7:00 p.m.~~seven times annually, plus one meeting to be held in conjunction with a Board retreat.~~, unless t~~The Chair ~~shall fix~~ may set another time and/or place for ~~the~~ any meeting of the Board upon proper notice. The Board of Trustees shall cause a current copy of any schedule of regular meetings established by it (whether as specified herein or otherwise), showing the time and place of the regular meetings, to be kept on file with the Secretary. If the Board of Trustees or the Chair changes the Board of Trustees' schedule of regular meetings, the Board of Trustees shall cause a revised schedule of regular meetings to be filed with the Secretary at least seven calendar days before the date of the first meeting held pursuant to the revised schedule.

**SECTION 2. Special or Emergency Meetings:** Special or emergency meetings of the Board of Trustees may be called by or at the request of the Chair or the President or by a quorum of the members of the Board of Trustees. Such meetings shall be held on the campus of the College, if at all possible, at a time fixed by the person or persons calling such meeting. An emergency meeting shall be called only because of generally unexpected circumstances that require immediate consideration by the Board of Trustees. The business to be transacted at any special or emergency meeting shall be confined to business set forth in the notice of such meeting. If practical, Trustee participation in special or emergency meetings by electronic means will be permissible if personal attendance is not possible.

**SECTION 3. Notice of Meetings and Agendas:**

a) Regular meetings held~~help~~ at the regular appointed time may consider any business of the Board of Trustees without prior notice, but special and emergency meetings shall be restricted to those topics published in the notice.

b) Special and emergency meeting notices shall contain a general description of the topics to be covered during such meeting or as otherwise required by the North Carolina Open Meetings Law.

c) The Chair, in coordination with the President, shall take reasonable steps to prepare an agenda for each meeting, but such agenda is not required and is intended only for use as a means to facilitate meeting business.

d) Notice of regular, special, and emergency meetings:

i. Shall be provided to the public as required by the North Carolina Open Meetings Law; and

ii. Shall be provided to the Trustees, through any reasonable means, including but not limited to e-mail, determined appropriate by the Chair or President, at least forty-eight hours in advance of regular and special meetings and as soon as practicable in the case of emergency meetings.

**SECTION 4. Waiver of Notice:** Any member of the Board of Trustees or the President may waive notice of any meeting. The attendance by any such person at a meeting shall constitute a waiver of notice of such meeting, except where the person attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Notice required by the North Carolina Open Meetings Law may not be waived.

**SECTION 5. Reserved:**

**SECTION 6. Quorum:** Seven voting members of the Board of Trustees in attendance at a meeting shall constitute a quorum for the transaction of business. Each member present, except for ~~the~~ ex officio nonvoting trustees~~representing the Student Government Association and the Craven Community College Foundation~~, shall have one vote.

**SECTION 7. Manner of Acting:** The act of the majority of the Trustees voting shall constitute an official action of the Board of Trustees. No proxy voting by any Trustee shall be allowed at any meeting. In the event of a tie vote, the motion or other issue upon which the vote is being taken shall fail.

**SECTION 8. Order of Business:** The regular order of business at meetings of the Board of Trustees may be in any order that facilitates the meeting, but such regular order should include whenever practical, the following agenda items:

a) Call to order, roll call, and announcement of conflicts of interest statement.

b) Consideration and disposition of minutes.

c) Reports of committees.

~~i. Items relating to education;~~

~~ii. Items relating to personnel;~~

~~iii. Items relating to finance; and~~

~~iv. Items relating to other subjects.~~

d) Unfinished business.

e) New business.

f) Report by the President.

The Chair, in coordination with the President, or the Board, upon motion, may alter this order of business in order to better facilitate the meeting's business.

**SECTION 9. Closed Sessions:** A closed session shall be held at any meeting upon a motion of any member of the Board of Trustees duly made and adopted at an open meeting. Each closed session shall be undertaken for the discussion of matters authorized to be discussed in closed session pursuant to Section 143-318.11 of the North Carolina General Statutes or any other applicable statute, as the same from time to time may be amended. Procedures for a closed session shall be determined by the Board of Trustees and shall be carried out pursuant to the North Carolina Open Meetings Law. The Board of Trustees shall periodically (at least annually) review closed session minutes while in closed session for the purpose of determining which closed session minutes must be made available to the public in accordance with the North Carolina Public Records Law.

**SECTION 10. Parliamentary Rules.** The most recent edition of Robert's Rules of Order shall be followed in conducting the meetings of the Board of Trustees; provided, however, the Chair may deviate from Robert's Rules of Order with the consent of the Board of Trustees.

**SECTION 11. Individual or Group Appearances:** Any individual or organized group who desires to appear before the Board of Trustees shall state in writing the purpose of such appearance and, if a group is making the request, the name of each person who is to appear as a spokesman. The request must be filed with the Chair at least five business days in advance of the meeting at which the appearance is desired so that the matter may be properly addressed during the meeting. Individuals or organized groups who appear before the Board of Trustees pursuant to this Section 11 may be permitted to have the floor for a maximum of ten minutes. In the event any person willfully interrupts, disturbs, or disrupts any Board of Trustees meeting, the Chair may direct such person to leave the meeting.

## ARTICLE V

## COMMITTEES OF THE BOARD OF TRUSTEES

**SECTION 1. Establishment and Types of Committees:** The Board of Trustees may establish the duties and responsibilities of such ~~standing~~ committees ~~("Standing Committees") and such ad hoc committees~~ as it deems to be necessary to secure, promote, and protect the College's welfare and to assist the Board of Trustees in performing its obligations. ~~Other than those Standing Committees already established pursuant to this Section, an ad hoc or new Standing~~Other than committees established pursuant to these Bylaws, a ~~C~~committee shall be established by resolution of the Board of Trustees that states the purpose and general mission of the committee. The President, Chair, or the Board of Trustees (after a motion and affirmation) may refer matters to a committee consistent with the stated purpose and general mission of the committee. ~~The Standing Committees of the Board of Trustees are:~~

~~a) Finance,~~

~~b) Personnel,~~

~~c) Facilities, and~~

~~Academic and Student Affairs.~~

**SECTION 2. Service of Committee Members:** The Chair, in consultation with the ~~Standing Committee Chairs~~Vice Chair and the President, shall appoint the members of all committees. Each person designated by the Chair to serve as a member of a ~~Standing C~~committee shall serve in such capacity for one year from the date of his or her appointment, until the duration of his or her term as a member of the Board of Trustees expires, or until the dissolution of the committee, whichever is sooner. If a Board of Trustees member frequently fails to attend committee meetings, the Chair will discuss with the individual the importance of participation and attendance. The Chair may remove any committee member who fails to participate in the committee's work.

**SECTION 3.** **Reconstitution or Dissolution of Committees:** Any committee established by the Board of Trustees may be reconstituted or dissolved by resolution of the Board of Trustees or in accordance with the resolution establishing such committee.

~~**SECTION 3.**~~**SECTION 4. Presidential Evaluation Committee:** Each February, the Chair shall appoint a committee for the purpose of presenting the President's annual evaluation to the Board of Trustees. The committee shall consist of the Chair, Vice-Chair, and three additional trustees selected by the Chair. The committee shall automatically dissolve following the full Board of Trustee's approval of the Presidential evaluation.

## ARTICLE VI

## POLICIES, RULES, AND REGULATIONS

**SECTION 1. General Provisions:** The Board of Trustees may make or amend such policies, rules, and regulations as may be authorized by law and as may be required in its judgment for the effective discharge of its responsibilities and the effective operation of the College. The Board of Trustees may delegate to the President the authority to establish and implement operational regulations and rules consistent with the policies of the Board of Trustees.

**SECTION 2. Notification and Publication:** The Secretary shall be responsible for ensuring that each member of the Board of Trustees and the President has access to a copy of all current bylaws, policies, rules, and regulations of the Board of Trustees.

## ARTICLE VII

## OATH OF OFFICE

**SECTION 1. Oath:** Each member of the Board of Trustees upon his or her appointment or reappointment shall take the oath of office as required by Section 11-7 of the North Carolina General Statutes. Anyone taking this oath may use the word "affirm" in the place the word "swear" and may omit the phrase "so help me God" where such words appear in the oath. Unless otherwise altered by law or practice of the appointing agency not inconsistent with Section 11-7, the oath shall be:

> "I, ___________, do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God."

**SECTION 2. Execution and Filing.** The oath shall be executed and taken as provided by Section 11-7.1 of the North Carolina General Statutes, as the same from time to time may be amended. An original and one copy of the oath shall be filed in the College's office of record.

## ARTICLE VIII

## AMENDMENT OF BYLAWS AND BOARD OF TRUSTEES POLICIES

**SECTION 1. Amendment:** Amendment of these Bylaws or amendment to policies addressing Board of Trustees governance issues shall be by an affirmative vote of at least two-thirds of the serving Trustees (for example, at least eight of twelve serving members of the Board of Trustees must vote in the affirmative). Amendments may be voted on at any properly called and noticed meeting of the Board of Trustees and only after each Trustee has received a written notice, which shall set forth the specific amendment(s), at least five business days prior to the meeting.

**SECTION 2. Effect of Law:** In the event that any provision of law or regulation applicable to the College shall be or become inconsistent with these Bylaws, the Board of Trustees, to the extent required by such law or regulation, shall adhere to the same, whether or not such law or regulation has been incorporated into these Bylaws by amendment.

~~Updated: November 17, 2015~~
~~As approved by the Board of Trustees/ce~~

ND: 4837-7251-8183, v. 11

**Craven Community College**
**Workforce Continuing Education**
**Accountability & Integrity Plan 2017-2020**

Accountability within the NC Community College Workforce Continuing Education areas encompasses a broad range of concepts including governance, institutional values, programs, industry sectors and community partners. NC Community Colleges are mandated through the State Board of Community College Code (1B SBCCC 400.98, 1D SBCCC 300.4)) to review the programs provided to ensure the occupational training is **relevant** to the workforce, **responsive** to training needs and uses state funds **responsibly**. In addition to SBCCC requirements, colleges are responsible to a number of external agencies to document their programs and processes. These organizations include the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), state credentialing agencies and various grant entities among others.

The following document is *Craven Community College's Workforce Continuing Education Accountability and Integrity Plan*. The plan includes Workforce Development and Basic Skills program areas and has been developed based on a state-wide accountability model in which all NC community colleges have had some input or representation. This local plan will be monitored and reviewed at least twice per year and as needed by an internal team and reviewed for approval every three (3) years by the Craven Community College Board of Trustees. *This plan replaces the former internal audit plan.* The document supports accountability as it takes into account internal control processes and best business practices while demonstrating compliance measures for state budget reporting.

The plan reflects the College's ongoing effort to:

- Review programs for relevancy and quality
- Develop goals for growth and sustainability
- Ensure state budget compliance
- Respond to demands to align programs with a broad array of governing requirements and industry needs

The accountability and integrity planning framework provided in this plan encompasses three primary areas:

1. Governance Priorities
2. Academic Integrity/Program Accountability
3. Market Forces

For each area, goals and objectives are outlined that support the mission of both the NC Community College System and the College to foster student success through the delivery of high-quality workforce training programs.

This document lists objectives developed for Workforce Continuing Education accountability and integrity planning for 2017-2020 (effective August 15, 2017 – August 14, 2020). Additional objectives will be added and assessed as we continue to implement accountability processes and measures.

## 1. **Governance Priorities:** Activities that ensure credibility, establish equitable provision of services, and assure appropriate actions by staff

**Goal 1: Demonstrate accountability and credibility of operational functions.**

Objective 1: Develop written processes for core reporting requirements.

**Goal 2: Demonstrate operational accountability for data reported for the state.**

Objective 1: No material findings identified in biennial review of records.

**Goal 3: Demonstrate accountability to performance aligned with state and federal agencies.**

Objective 1: Pass all external credentialing agency audits and program assessments (including but not limited to DHHS, DOJ, OEMS, OSFM, Board of Barber Examiners, and NCCER).

## 2. **Academic Integrity/Program Accountability:** Activities that ensure program quality, integrity and relevance

**Goal 1: Students will meet specific course criteria to attain relevant license/credential or demonstrate course completion requirements.**

Objective 1: Of students who complete National Center for Construction Education and Research (NCCER) courses (Carpentry, HVAC, Electrician, and Welding) 75% will attain Level 1 certification.

**Goal 2: Instructional programs will demonstrate relevancy, rigor, viability, and student success.**

Objective 1: Utilize program reviews conducted for Basic Skills and Workforce Development to demonstrate program relevancy.

**Goal 3: Faculty qualifications will support program relevancy and student success**

Objective 1: Basic Skills faculty will hold (or are progressing toward earning) National Reporting System (NRS) recognized credentials.

Objective 2: Public Safety Instructors (Fire, EMS, CJC and DPS) will hold appropriate qualifications for public safety credential programs.

## 3. **Market Forces:** Activities that align industry and workforce interests with institutional actions

**Goal 1: Demonstrate development or enhancement of connections with workforce and economic development entities to leverage resources and strengths.**

Objective1: Collaborate with workforce partners on grant projects.

**Goal 2: Demonstrate proactive and reactive response to industry training needs.**

Objective 1: Develop training programs in response to specific businesses or industry sector needs.

**Goal 3: Demonstrate development of a quality NC workforce prepared to succeed in employment.**

Objective 1: Develop training programs impacting employability of workforce.

Approved on August 15, 2017.

Chairman, Craven Community College Board of Trustees

President, Craven Community College

# 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 fall term 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 August 15, 2017.

Chairman, Craven Community College Board of Trustees

President, Craven Community College

/mbc 5-22-17

# BP – 2.16

# VOLUNTARY SHARED LEAVE PROGRAM

*Legal Authority: NCGS 115D-25.3; 23 NCAC 2C.210; 1C SBCCC 200.94*

*Approval: April 19, 2011*
*Revision: (September 19, 2017)*

## SHARED LEAVE

Prolonged medical conditions may cause employees to exhaust all available leave. Once leave is exhausted, the employee must be placed "leave without pay" status. The Board of Trustees recognizes this might leave an employee without a source of income at a most critical point in the employee's life. This Voluntary Shared Leave Program allows employees to donate leave, under certain conditions, to an approved recipient employee.

### Donor Eligibility

- Donating employees must be a full-time regular employee; a full-time temporary employee who is employed for a period greater than six months; or a part-time regular employee who works at least twenty-five (25) hours per week and is employed for a period greater than six months.
- Leave shall be donated on a one-to-one donor to recipient basis. The College shall <u>not</u> utilize a "sick bank" for use by unnamed employees.

### Recipient Eligibility

- A recipient must be either a full-time regular employee; a full-time temporary employee who is employed for a period greater than six months; or a part-time regular employee who works at least twenty-five (25) hours per week and is employed for a period greater than six months.
- A recipient shall apply or be nominated by a fellow employee to participate in the program.
- A recipient must submit medical evidence to support the need for donated leave.
- A recipient must exhaust all available leave before using donated leave. Accrued leave during the prolonged medical condition will be deducted prior to the use of shared leave donations.
- An employee who receives benefits from the Disability Income Plan of North Carolina (DIPNC) is not eligible to participate in the shared leave program. Shared leave, however, may be used during the required waiting period and following the waiting period provided DIPNC benefits have not begun.

- An employee on Workers' Compensation Leave who is drawing temporary total disability compensation may be eligible to participate in the shared leave program. Use of donated leave under the worker's compensation program is limited to use with the supplemental leave schedule as described in 25 NCAC 01E.0707.

- Participation in the voluntary shared leave program is limited to 1,040 hours (prorated for part-time employees), either continuously, or if for the same condition, on a recurring basis. However, the President may grant employees continuation in the program, month by month, for a maximum of 2,080 hours, if the President would have otherwise granted leave without pay.

**Additional Policy**

Employees may not directly or indirectly intimidate, threaten, coerce, or attempt to intimidate, threaten or coerce any other employee for the purpose of interfering with any right which such employee may have with respect to donating, receiving or using leave under this program. Such actions will be grounds for disciplinary action up to and including termination from employment.

The President shall develop Procedures to implement the Voluntary Shared Leave Program that is compliant with the North Carolina State Board of Community Colleges Code.

Return to Table of Contents

Student Government Association

Board of Trustees Report 08/15/2017

**Executive Board:**
President: Tyler Toohey
Vice President: Christina Hardtle
Secretary: Christina Fletcher
Treasurer: Natalie Hill-Meyer
Parliamentarian: Maurice Cunningham
Public Information Officer: Artrisa Moore

**Senators:**
Robert Josey
Rachel Conner
Olivia Brautigam
Abigail Uldrich
Alyssa Ponder
Will Wheeler

**Campus Life Activities & Events:**

- Craven Community College Campus Life held the Student Ambassador and SGA Orientation on July 6th, 2017. The orientation trained the new and returning members of Campus Life on Craven CC's policies, programs, and goals for the upcoming 2017-2018 academic year.
- On July 25th, 150 people came to New Student Orientation, they toured Career Programs, Health Programs, and Liberal Arts and University Transfer. New students were able to login to their Gmail, Moodle, and WebAdvisor accounts with help from staff, student ambassadors, and the SGA and ask any "tech" questions. They were given presentations on student accounts, academic support, security, Title IX, the library, and ACA. The presentations were wrapped up with a game show where one student was able to win prizes for their entire orientation group. In addition, the students were introduced to our new Craven Connect App. The most consistent feedback we got was how amazing the student orientation leaders were and how friendly and helpful they were throughout the entire day.
- Currently we are preparing for the fall semester with regards to our student events, our Fall Divisional meeting on September 23rd at Fayetteville Technical Community College, and our Fall state-wide conference October 20th-22nd. As an Executive Board, our goal for the year is to develop an unprecedented relationship with CCC students that will catalyze their goals both in and out of the classroom.

CRAVEN
COMMUNITY COLLEGE
**Foundation**



**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*

August 2017

The 7th Annual Community Fabric Awards was held on Tuesday, April 18, 2017. This year's event raised $53,977.80 and was attended by one of our largest crowds to date.

The Foundation hosted a joint meeting between the Foundation Board and the College Board of Trustees on July 11, 2017. The highlight of this meeting was a presentation by Dr. Jim Congleton highlighting his sculpture collection on the Craven CC campus, "Art and Vision – the Journey of a Collector."

For the 2016-17 academic year, we transmitted $212,178.61 to 373 students in financial scholarships from the Foundation, endowments and the Bate Foundation.

The Lifetime Learning Center took 17 people to San Antonio in June. Jennifer is preparing to take 42 people on a Western Frontiers trip in September. In addition, a trip to Spain scheduled for the end of October will see 24 registered participants on an international adventure. The film committee has selected seven films for the 2017-18 series.

Buy a Brick, Build a Future Havelock Veterans Memorial Park – the Foundation is working with Wally Calabrese to support this effort.

The Foundation has accepted an aggressive 2018 budget increasing scholarship support in the range of $300,000. We will kick off our fall fundraising with the Campus Campaign on August 25th and the Community Campaign on September 1st. Greg Smith, of Mitchell's Hardware, is our Campaign Chair. Our goal is to raise $40,000 from EACH campaign endorsed by 100% participation from the Foundation Board and the Board of Trustees.

The Foundation Board held its strategic planning meeting in conjunction with its quarterly board meeting on July 25, 2017 aligning the plans with the strategic goals set by the trustees. Janet Peregoy facilitated this process.

The Foundation has developed a Speaker's Bureau to cheer the work of the college in our community. We welcome your help in opening doors for our speakers.

Lloyd Griffith, President, Craven CC Foundation Board of Directors

**NORTH CAROLINA**

**CRAVEN COUNTY** **AMENDED AND RESTATED LEASE AGREEMENT**

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Lease"), dated September 12, 2017, for convenience of reference, is made by and between the CITY OF NEW BERN, ("Lessor"), a North Carolina municipal corporation, and THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE ("Lessee"), collectively referred to as the "Parties."

**W I T N E S S E T H:**

THAT WHEREAS, the Lessor owns the real property located at 205 First Street in the City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-011-153-C ("Subject Property"); and

WHEREAS, the Lessor has agreed that the Lessee may lease a portion of the Subject Property more specifically described herein as the "Premises" for use as a workforce development center and other activities, subject to the terms and conditions established herein; and

WHEREAS, the Lessor has determined that the Premises will not be needed by the Lessor for the term of the Lease; and

WHEREAS, the Parties have agreed upon the terms of a Lease and wish to reduce their agreement to writing.

NOW, THEREFORE, the Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of said Lessor, the Premises, for the term and upon the conditions hereinafter set forth:

1. **INCORPORATION OF RECITALS**. The foregoing WHEREAS paragraphs are incorporated herein as part of the terms and conditions of this Lease.

2. **THE PREMISES**. In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby leases from Lessor, those certain premises containing a commercial structure of approximately 7,504 square feet, along with such real property as more specifically described and illustrated on Exhibit A attached hereto and incorporated herein by reference, located at 205 First Street in the City of New Bern (the "Premises"). Lessor further grants to Lessee non-exclusive access for ingress and egress within

the area identified as "Access Easement Area," as well as exclusive parking rights within the area identified as "Parking Area" which shall contain no less than fifty (50) parking spaces identified for Lessee's exclusive use, all as identified and illustrated on Exhibit A.

3. **LESSOR'S WORK**. Lessor agrees that it will deliver the Premises to Lessee upfit and remodeled consistent with the plans to be prepared by The Walker Group Architecture, Incorporated, as may be amended in writing from time to time by the parties, on or before December 1, 2017 (the "Scheduled Completion Date"). If Lessor should for any reason be unable to deliver the Premises to Lessee by the Scheduled Completion Date, Lessor shall continue to complete such work and shall deliver possession to the Lessee promptly upon completion, but Lessor shall not be liable for any damages to Lessee. The date on which Lessor delivers the Premises to Lessee with a final Certificate of Occupancy, whether before or after the Scheduled Completion Date, shall be the "Completion Date". Lessor warrants that, upon completion of Lessor's Work, the Premises shall be in compliance with all federal, state and local environmental laws, ordinances, rules and regulations (including but not limited to the American with Disabilities Act and the Occupational Safety and Health Act of 1970). In the event of a dispute between Lessor and Lessee with respect to Lessor's Work, and Lessor and Lessee cannot resolve the dispute, then the dispute shall be resolved by arbitration conducted in accordance with the North Carolina Uniform Arbitration Act.

4. **TERM**. The term of this Lease shall commence on a date within thirty (30) days of the Completion Date (the "Commencement Date"), shall continue for the balance of the month in which the Commencement Date occurs and for a period of ten (10) years thereafter, unless sooner terminated or extended in accordance with the terms hereof. Lessor and Lessee agree that they will, promptly following the Commencement Date, execute and deliver a letter agreement acknowledging that Lessee has accepted possession and that this Lease is operative, and reciting the Commencement Date and the date of expiration of the Lease Term. The Parties, by written instrument, may agree to an extension of the lease term prior to the termination of this Lease.

Notwithstanding the foregoing, Lessee may terminate this Lease at any time after the second anniversary of the Commencement Date upon ninety (90) days' advance written notice to Lessor.

**5.** **RENT**. As rent for the said Premises, the Lessee agrees to maintain the Premises, as set forth herein, and to pay the sum of ONE DOLLAR ($1.00) per annum during the term of this Lease, the first such payment to be made contemporaneously with the execution of this Lease, each subsequent annual payment to be made on or before the anniversary date of this Lease; provided that Lessee shall have the option of paying rent for the entire Term at any time in lieu of paying rent annually.

**6.** **PERMITTED USES**. Lessee agrees to utilize the Premises for the conduct of College educational programs, principally being workforce development, consistent with North Carolina Community College System Policies, Craven Community College Board of Trustees Policies, and College Procedures, and for no other purposes without Lessor's prior written consent.

**7.** **PROHIBITED USES**. Lessee shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Lessee shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable activities or nuisances. Lessee agrees not to permit any Hazardous Material (as defined hereinafter) to be installed, brought, kept, used, stored or discharged upon the Premises in violation of any State, Federal or local environmental laws regulating Lessee's use and occupancy of the Premises. Lessee shall indemnify Lessor for any losses, damages, liability, claim, or expenses (including reasonable attorneys' fees) resulting from a breach of the aforesaid agreement or resulting from the exercise of Lessee's rights to store or use any Hazardous Material in accordance with the provisions of this paragraph. For purposes hereof, the term "Hazardous Material" shall include, without limitation, any substances defined as "hazardous wastes," "hazardous substances," "hazardous materials," or "toxic substances" by the Resource Conservation and Recovery Act of 1976, as amended from time to time, or the regulations promulgated thereunder, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, or the regulations promulgated thereunder, the Toxic Substances Control Act, as amended from time to time, or the regulations promulgated thereunder, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement or any governmental authority having jurisdiction over the Premises which regulates or imposes liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect. Without limiting the generality of the foregoing, the term "Hazardous Material" shall include dry cleaning solvents and petroleum products outside sealed containers. Notwithstanding the above, Lessee shall not be responsible for any claim, demand, cost, damage, injury, loss, liability or change based on or arising out of the presence of any Hazardous Materials or conditions on or about the Premises which existed prior to Lessee's occupancy or which was not expressly caused by Lessee, its agents, employees or representatives.

**8. UTILITIES**. All applications and connections for utility services required by Lessee in conjunction with Lessee's use and occupancy of the Premises shall be made in the name of Lessee only, and Lessee shall be solely responsible for obtaining such services and for the payment of all charges for such services as they become due. Such utility services include, but are not limited to, sewer, water, gas, electricity, and telephone services.

**9. REPAIR AND MAINTENANCE**. Lessor shall keep the foundation, exterior walls (except plate glass and exterior doors), HVAC systems, roof, gutters, downspouts, and foundation walls of the Premises, and all interior and exterior water, sewer, electrical and gas systems serving the Premises in good repair, except that Lessor shall not be required to make any repairs occasioned by the act or neglect of Lessee or its employees or agents. For purposes of this Section 9, Lessor's obligation to maintain all interior water, sewer, electrical and gas systems serving the Premises in good repair shall be limited to such portions of the water, sewer, electrical and gas systems located within the walls, floors and ceilings of the commercial structure located on the Premises. In the event that the Premises become in need of repairs required to be made by Lessor hereunder, Lessee shall give prompt written notice to Lessor; and Lessor shall not in any way be responsible for failure to make any such repairs until thirty (30) days shall have passed after its receipt of such written notice (provided, however, that in the event the repair cannot, with reasonable diligence, be completed within such thirty (30) day period, Lessor shall have a reasonable time thereafter to complete such repair so long as Lessor promptly commences and diligently pursues such repair to completion). Should the Premises require an emergency repair, Lessor shall contact the City Manager or Public Works Director by telephone, and Lessor shall take immediate action to address such emergency repair unless Lessee is advised by the City Managor or Public Works Director that Lessor is unable to take immediate action in which case Lessee may take all reasonable steps to resolve such emergency repair at Lessor's expense. Lessor shall maintain the grounds, driveways, and parking areas on the Subject Property and any other property over which Lessee has access rights in good condition and repair, and maintain adequate lighting in such areas, all consistent with Lessor's maintenance standards for its public facilities. Lessor's obligations include the removal of snow and ice from walkways, driveways, and parking lots in the area surrounding the Premises consistent with Lessor's practices for its public parking areas.

Except for the foregoing Lessor responsibilities, Lessee shall perform all other repairs and maintenance necessary to maintain the Premises, including, but not limited to, needed repairs and replacements to all exterior and interior items unless such items are the responsibility of Lessor as set forth above. Lessee shall perform all preventative maintenance and repairs to the Premises, including without limitation all repairs and replacements to all interior items, to the ceiling, to the lighting system, to all doors and door opening mechanisms, and to all water, sewer, and electrical facilities located within the Premises, unless such items are the responsibility of Lessor as set forth above. Lessee shall promptly replace any cracked or broken plate glass or window glass used in any interior and exterior windows and doors in the Premises.

**10. CARE OF PREMISES BY LESSEE**. Lessee shall keep the inside and outside of all glass in the doors and windows of the Premises clean; shall keep clean all exterior surfaces of the Premises which are not Lessor's responsibility; shall not place or maintain any structures or other articles on the sidewalk or street adjacent to the Premises or elsewhere on the exterior thereof without Lessor's written consent; shall maintain the Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; shall not permit undue accumulations of garbage, trash, rubbish and other refuse, and shall keep such refuse in proper containers on the exterior of the Premises in the areas designated therefor by Lessor; and shall maintain temperatures within the Premises sufficient (and open taps to reduce pressure as needed) to prevent the freezing and bursting of water and sewer pipes serving the Premises. All repairs and replacements shall be of quality and class at least equal to the quality and class of the Premises at the time of entry by Lessee.

**11. ALTERATIONS AND IMPROVEMENTS**. Lessee may only make changes, alterations or improvements to the Premises with the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. If approved by Lessor, such work shall be done in accordance with the requirements of local ordinances and public authorities having jurisdiction thereof. Lessee shall make no such change, alteration or improvement which substantially affects the structural integrity of the Premises or substantially decreases the value of the Premises. All changes, alterations or improvements to the Premises shall remain for the benefit of Lessor unless otherwise provided in a writing signed by Lessor.

**12. <u>CASUALTY AND LIABILITY INSURANCE</u>.** Lessee, at its sole cost and expense, shall maintain for the benefit of Lessor and Lessee, general liability insurance protecting Lessor and Lessee against any claim or claims for damage arising by reason of injury, death or damage occasioned in, upon or adjacent to the Premises, and products liability, such insurance to protect Lessor and Lessee jointly and severally to the combined limit of One Million and No/100 Dollars ($1,000,000.00) for injury to or death of any one (1) or more persons by the same accident or for damage to property of other persons. Each policy effecting such coverage shall designate Lessor, Lessor's mortgagee, if any, as additional insureds as their respective interests may appear, and shall contain a clause that the insurer will not cancel or materially modify the insurance coverage without first giving Lessor a minimum of thirty (30) days' advance written notice. Further, each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina and reasonably approved by Lessor, and a certificate of insurance shall be provided to Lessor. In the event Lessee at any time shall fail to maintain such insurance or shall fail to pay any and all premiums therefor, Lessor shall have the right and option to effect such insurance and pay any and all premiums therefor; and, in the event of any such payment, Lessee, on the rental date next succeeding the date on which Lessee receives notice of such payment having been made, shall pay to Lessor a sum equal to the amount which was so paid for such insurance premiums, it being expressly understood that Lessor shall have no obligation whatsoever hereunder to effect such insurance or to make such premium payments to cure the default of Lessee.

Lessor shall keep all improvements upon the property of which the Premises are a part insured to the extent of not less than One Hundred percent (100%) of the replacement cost thereof in such amount as may be agreed upon by Lessor and Lessee prior to the commencement of each lease year against loss or damage by fire, with extended coverage. Each such policy shall be carried with a reputable insurance company authorized to do business in North Carolina. Lessee shall reimburse Lessor for the reasonable cost of such insurance within thirty (30) days after receipt of notice from Lessor with supporting information as to the amount due.

13. **DAMAGE OR DESTRUCTION**. In the event the Premises shall be totally or partially damaged or destroyed by fire, flood, act of God or other casualty, the duties, rights and obligations of Lessor and Lessee shall be as follows:

(a) If the Premises shall be damaged or destroyed so as to render the Premises untenantable, Lessor or Lessee may, at either party's election, terminate this Lease by written notice to the other party not more than thirty (30) days after the occurrence of such damage or destruction. Untenantable shall mean that the improvements upon property of which the Premises are a part shall be damaged or destroyed by fire, the elements, or other causalty to the extent of one-half (1/2) of the replacement cost thereof as determined by the final adjustment of the insurance claim related thereto.

(b) If the Premises are not rendered untenantable by such damage or destruction, this Lease shall remain in full force and effect and Lessor shall promptly commence the required repair or restoration using such insurance proceeds as are available and prosecute the work of repair to completion with reasonable speed and diligence. Lessee shall during any period of repair and restoration continue to operate on the Premises to the extent reasonably practical.

14. **DEFAULT**. If Lessor or Lessee shall fail to perform or comply with any of the agreements or covenants of this Lease and if such nonperformance shall continue for a period of ten (10) days after receipt of notice thereof, or, if such performance cannot be reasonably had within the ten (10) day period, such party shall not in good faith have commenced performance within the ten (10) day period and shall not diligently proceed to the completion of such performance, such event shall constitute a default under this Lease.

15. **REMEDIES**. Upon the occurrence of any default, each party shall have all of the rights and remedies that are available under the laws of the State of North Carolina, including, but not limited to the termination of this Lease.

16. **SIGNAGE**. Lessor shall implement a program for common signage for the Subject Property, which shall include reasonable space on the sign face(s) to identify Lessee's operations, the design of which shall be similar to Lessee's other signage at its existing facilities. Lessee may not install any additional signage without Lessor's consent. Lessor shall be responsible for the cost of the common signage program. Once the common signage is installed on the Premises, Lessee shall be responsible for the cost of any replacement signage necessitated by Lessee.

17. **ASSIGNMENT OR SUBLETTING**. Lessee shall not assign this Lease nor sublet any part of the Premises without written consent of the Lessor.

**18.** **<u>QUIET POSSESSION</u>**. Lessor agrees that Lessee shall, upon paying the rent and performing the covenants of this Lease, quietly have, hold and enjoy the Premises during the term of this Lease. Lessor ackowledges that Lessee's operations on the Premises may extend beyond customary "business hours" and that Lessee and its invitees will need access to the Premises "around the clock"; therefore, Lessee's access to and use of the Premises shall not be limited by Lessor. Further, Lessor acknowledges that Lessee's use of the Premises as a workforce development center by its nature may involve noises and odors emanating from the Premises from equipment and machinery, and that such use shall not constitute a nuisance to Lessor or other tenants of the Subject Property. Lessor will disclose in leases with other tenants of the Subject Property the nature of Lessee's use of the Premises and include a provision in the leases that such tenants waive any right to object to Lessee's operations on the Premises.

**19.** **<u>SURRENDER OF POSSESSION</u>**. Upon expiration of the term of this Lease, Lessee shall surrender the Premises to Lessor in as good condition as the same are at the beginning of the lease term, reasonable wear and tear and casualty excepted.

**20.** **<u>FIXTURES</u>**. Lessee shall have the right to install in the Premises such fixtures or equipment deemed necessary by Lessee for the conduct of Lessee's operations. So long as Lessee is not in default of the terms of this Lease, all fixtures and equipment installed by Lessee shall remain the property of Lessee and Lessee shall have the right to remove such equipment at any time up to and including the expiration date of this Lease or sooner termination of this Lease for any reason; provided, however, Lessee shall give Lessor ten (10) days' written notice prior to removal of a fixture that has been affixed to the foundation or structural systems of the Premises if the removal would damage in any way the Premises. Lessee shall be responsible for the cost of repairing any damage to the Premises which is caused by such removal. Any fixtures installed by Lessee shall automatically become the property of the Lessor, with Lessee remaining liable for any indebtedness thereon, if such fixtures are not removed by Lessee within a reasonable time after the expiration date of this Lease or sooner termination of this Lease for any reason.

**21.** **<u>NOTICES</u>**. All notices required to be given with respect to any matter pertaining to this Lease shall be sent by certified mail, return receipt requested, or other nationally recognized overnight courier and shall be deemed delivered upon receipt or refusal if addressed to Lessee or to Lessor at the following addresses:

Lesssor
City of New Bern
Attn: Director of Public Works
P.O. Box 1129
New Bern, N.C. 28560

Lessee
Craven Community College
Attn: President
800 College Court
New Bern, N.C. 28562

Either Lessor or Lessee may change the address to which notices are to be sent to them by giving written notice of such change of address to the other party as herein provided.

**22. INDEMNIFICATION/LIMITATION OF LIABILITY**. 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, Lessee shall indemnify Lessor and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Premises, or the occupancy or use by Lessee of the Premises, unless the same is caused by the negligence or willful misconduct of Lessor. To the extent allowed by law, and as limited by all state and federal laws, 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 Lessor, its agents, contractors, or employees, Lessor shall indemnify Lessee and save it harmless from and against any and all liability for injury or damage to person or property arising from or out of any occurrence in, upon, or at the Subject Property, unless the same is caused by the negligence or willful misconduct of Lessee.

**23. MEMORANDUM OF LEASE**. This Lease shall not be recorded, but Lessor and Lessee, at either's request, shall execute a memorandum of lease for recording purposes which shall contain only the information required by Section 47-118 of the North Carolina General Statutes.

**24.** **<u>ENTIRE AGREEMENT</u>**. This Lease contains the entire agreement between the Parties with respect to the Premises, and cannot be changed or terminated except by written instrument subsequently executed by the parties hereto.

**25.** **<u>BINDING EFFECT</u>**. All the terms and conditions of this Lease shall be binding upon and shall apply and inure to the benefit of the parties hereto.

**26.** **<u>CONSTRUCTION OF LEASE</u>**. In construing and interpreting this lease, the following rules shall apply:

(a) This lease shall be construed with equal weight for the rights of both parties, the terms hereof having been determined by fair negotiations with due consideration for the rights and requirements of both parties.

(b) Pronouns used in this lease importing any specific gender shall be interpreted to refer to corporations, partnerships, men and women, as the identity of the parties hereto, or the parties herein referred to, may require.

(c) Pronouns, verbs and/or other words used in this lease importing the singular number shall be interpreted as plural, and plural words as singular, as the identity of the parties hereto, or the parties or objects herein referred to, may require.

(d) Paragraph headings appearing in this lease are for purposes of easy reference and shall be considered a part of this lease and shall in no way modify, amend, or affect the provisions thereof.

**27.** **<u>GOVERNING LAW</u>**. This Lease shall be construed and interpreted in accordance with the laws of the State of North Carolina.

**28.** **<u>COMPLIANCE WITH NONDISCRIMINATION LAWS</u>**. Lessee agrees to comply with all applicable federal, state, and local laws prohibiting discrimination.

**29.** **<u>COVENANT OF USE</u>**. Lessor has acquired a grant from the U.S. Department of Commerce Economic Development Administration ("EDA") to assist in the completion of Lessor's Work ("EDA Grant"). Pursuant to the terms of the EDA Grant, Lessor is required to execute and record a Covenant of Use, Purpose and Ownership in favor of the EDA (the "Covenant") prior to the Commencement Date. The Covenant will, among other things, restrict the use of the Premises to the purposes specified in the EDA Grant. Lessee agrees to comply with the terms of the Covenant.

**30. SUPERSEDES PRIOR AGREEMENT.** This Amended and Restated Lease Agreement supersedes and replaces that certain Lease Agreement between the Parties dated February 8, 2017 regarding the same Premises and the same Permitted Uses.

IN TESTIMONY WHEREOF, the City has caused this instrument to be executed as its act and deed by the Mayor, and its corporate seal to be hereunto affixed, and attested by its City Clerk, all by the authority of its Board of Aldermen; and the Chair of the Board of Trustees of Craven Community College has executed or caused this document to be duly executed, all as of the day and year first above written.

LESSOR: **CITY OF NEW BERN**

By: ______________________
MAYOR

ATTEST:

Brenda E. Blanco
City Clerk

(CORPORATE SEAL)

LESSEE: **THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE**

By: William W. Taylor
Bill Taylor, Chair

[SEAL]

NORTH CAROLINA
CRAVEN COUNTY

I, Davonna B. Short, a notary public in and for said county and state, do hereby certify that on the 12th day of September, 2017, before me personally appeared DANA OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA BLANCO is the City Clerk of the City of New Bern, the municipal corporation described in and which executed the foregoing instrument; that he knows the common seal of said municipal corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the municipal corporation was subscribed thereto by the said Mayor; that the said common seal was affixed, all by order of the Board of Aldermen of said municipal corporation; and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and notarial seal, this the 12th day of September, 2017.

Davonna B. Short
NOTARY PUBLIC

My Commission Expires:
June 24, 2018

DAVONNA B SHORT
NOTARY
PUBLIC
CRAVEN COUNTY, NC

NORTH CAROLINA
CRAVEN COUNTY

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose(s) stated therein, in the capacity indicated therein: BILL TAYLOR.

Date: 8/21/17

Cynthia G Ensley
*Signature of Notary Public*

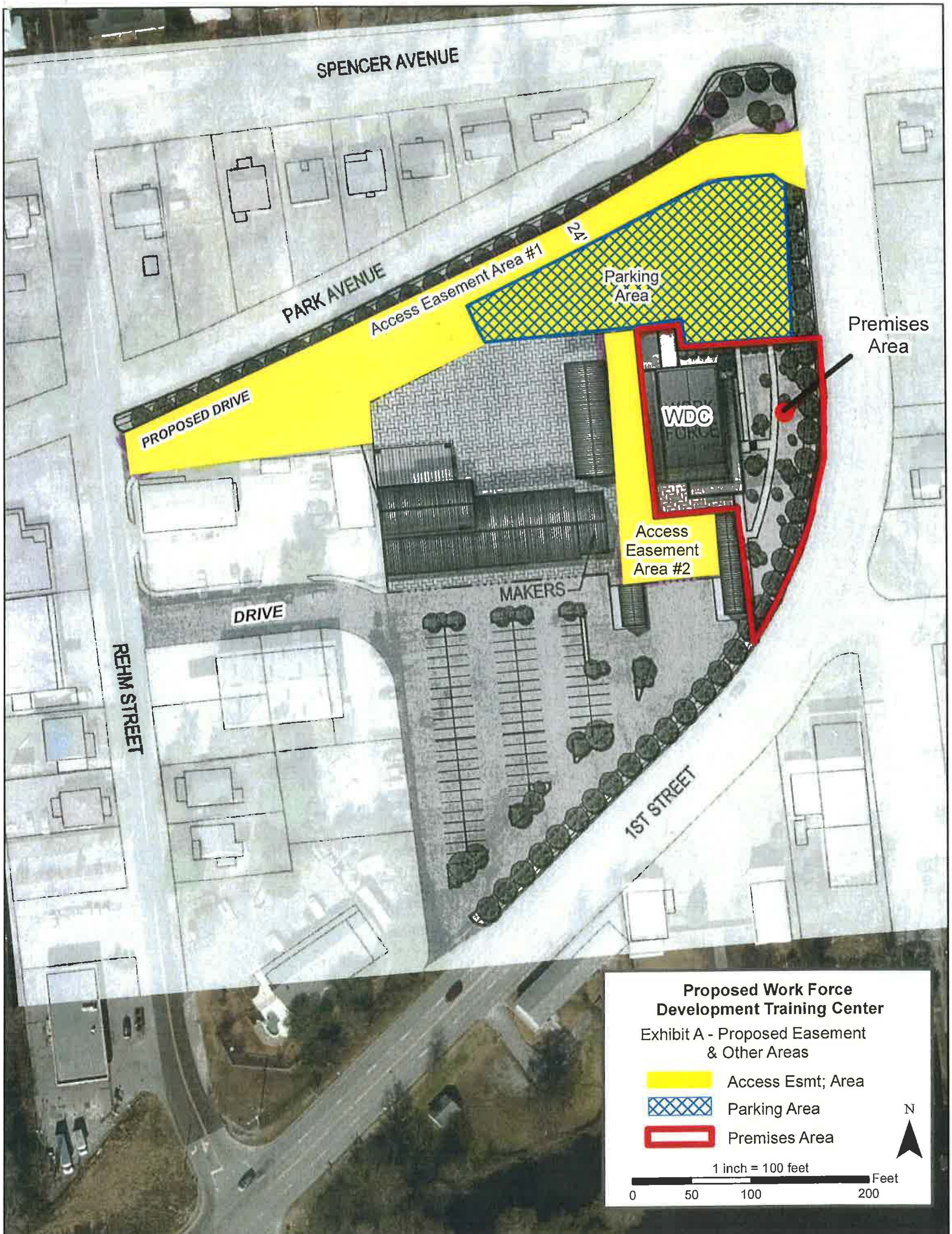
Cynthia G Ensley
Notary's printed or typed name

My commission expires: 9-15-18

CYNTHIA G. ENSLEY
NOTARY
MY COMMISSION EXPIRES 9-15-18
PUBLIC
CRAVEN COUNTY, NC

ND: 4814-4560-0832, v. 1

EXHIBIT A



SPENCER AVENUE
PARK AVENUE
24'
Access Easement Area #1
Parking Area
Premises Area
PROPOSED DRIVE
WDC
Access Easement Area #2
MAKERS
DRIVE
REHM STREET
1ST STREET
Proposed Work Force Development Training Center
Exhibit A - Proposed Easement & Other Areas
Access Esmt; Area
Parking Area
Premises Area
N
1 inch = 100 feet
Feet
0
50
100
200