

**CRAVEN**  
COMMUNITY COLLEGE  
**BOARD OF TRUSTEES**

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**MEETING AGENDA**

**SEPTEMBER 15, 2020**

**5:30 pm - Naumann Community Room, New Bern Campus**

- |       |  |                              |
|-------|--|------------------------------|
| I.    | Call to Order  | <i>Allison Morris, Chair</i> |
| II.   | Administrative Items   |                              |
|       | (1) Roll Call  | <i>Ray Staats, Secretary</i> |
|       | (2) Agenda Review and Adoption ( <i>motion</i> )                   | <i>Allison Morris</i>        |
|       | (3) Conflict of Interest Declaration                               | <i>Allison Morris</i>        |
|       | (4) Public Comment   | <i>Allison Morris</i>        |
| III.  | Consent Agenda ( <i>motion</i> )                                   | <i>Allison Morris</i>        |
|       | (1) Approve Board of Trustees Meeting Minutes (August 18, 2020)    |                              |
| IV.   | WFD Update ( <i>info</i> )   | <i>Gery Boucher, VP</i>      |
| V.    | Strategic Plan: Goal 3 Progress Report ( <i>info</i> )             | <i>Ray Staats</i>            |
| VI.   | Old Business   | <i>Allison Morris</i>        |
| VII.  | New Business   |                              |
|       | (1) Approve FY 2020-21 Budget DCC 2-1 ( <i>motion</i> )            | <i>Jim Millard, VP</i>       |
|       | (2) Approve Law Enforcement Simulator Site Lease ( <i>motion</i> ) | <i>Ray Staats</i>            |
|       | (3) Approve Resolution of Support for myFutureNC ( <i>motion</i> ) | <i>Ray Staats</i>            |
| VIII. | Reports  |                              |
|       | (1) President  | <i>Ray Staats</i>            |
|       | (2) Attorney   | <i>Jamie Norment</i>         |
|       | (3) Chair  | <i>Allison Morris</i>        |
|       | (4) Student Trustee  | <i>Kaycee Bailey</i>         |
| IX.   | Adjournment  | <i>Allison Morris</i>        |

CRAVEN COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
MEETING MINUTES  
AUGUST 18, 2020

The Craven Community College Board of Trustees met on Tuesday, August 18, 2020, in the Naumann Community Room in Ward Hall with Board Vice Chair Whit Whitley presiding, in the absence of the Board Chair. The meeting was called to order at 5:30 pm.

Roll Call

President Raymond Staats called the roll.

Voting members present were: Mr. Steve Cella, Ms. Jennifer Dacey, Dr. Jim Davis, Mr. Ron Knight, Ms. E.T. Mitchell, Dr. Ervin Patrick, Mr. Kevin Roberts, Mr. Bill Taylor, Mr. Tabari Wallace, Mr. Whit Whitley, and Ms. Brenda Wilson

Voting members absent were: Ms. Allison Morris

Ex Officio members present were: Ms. Kaycee Bailey, SGA President

Ex Officio members absent were: Mr. David McFadyen, CCC Foundation Board President

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

Vice Chair Whitley declared a quorum present for the meeting.

President Staats introduced and welcomed the SGA President, Ms. Kaycee Bailey, as the new student trustee. Ms. Bailey will be making her first report to the Board in September.

Recognition and Appreciation of Service

President Staats recognized outgoing Trustee Carol Mattocks with a service appreciation plaque and thanked her for serving faithfully on the Board of Trustees from 2006 – 2020. Ms. Mattocks expressed her deep appreciation for the opportunity to serve the college and the community.

*(Ms. Mattocks left the meeting at this point)*

Statement of Economic Interest Evaluation and Oath of Office

Executive Assistant Cindy Ensley announced the appointment of Etteinne (E.T.) Mitchell by the Craven County Board of Commissioners for the term July 1, 2020 - June 30, 2024 (attached). Evaluation of the Statement of Economic Interest shows a potential for a conflict of interest but does not prohibit service as a trustee (attached). The oath of office was administered to Trustee Mitchell.

Agenda Review and Adoption

Vice Chair Whitley reviewed the agenda. Trustee Roberts motioned to accept the agenda as presented (attached); Trustee Patrick seconded the motion and the motion was unanimously approved.

Conflict of Interest Declaration

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

Public Comment

Vice Chair Whitley called for public comment and none was expressed.

Trustee Training/Professional Development

EA Ensley reported on upcoming virtual training on August 28, 2020 for several trustees to complete their mandatory training requirements.

Consent Agenda

Trustee Knight motioned to accept the minutes (attached) of the June 10, 2020 meeting as presented; Trustee Patrick seconded the motion and the motion was unanimously approved.

Instructional Update

VP Kathleen Gallman presented an update on new programs, initiatives, and preparation of college classrooms for students during the pandemic (attached).

Financial Reports

*Fiscal Year 2019-20 4<sup>th</sup> Quarter Financial Report:* VP Jim Millard presented reports for April - June 2020 (attached) noting 98% of budgeted state funds spent as of the end of the fiscal year. Trustee Patrick motioned to approve the report as presented; Trustee Taylor seconded the motion and the motion was unanimously approved.

*Write-Offs and Uncollectable Accounts:* VP Millard highlighted the report (attached). Trustee Roberts motioned to approve the report as presented; Trustee Knight seconded the motion and the motion was unanimously approved.

*Cash Balances:* VP Millard reported on the cash balances (attached) for informational purposes.

Personnel Report

For informational purposes, VP Millard reviewed the Personnel Report for April 2020 – June 2020 (attached).

Facilities Usage Report Fiscal Year 2019-20 4<sup>th</sup> Quarter

VP Millard stated no facilities were leased during the 4<sup>th</sup> quarter due to COVID-19 (attached).

Old Business

*Officer Nominating Committee Report:* Committee Chair Jennifer Dacey reported on behalf of the committee (Trustees Dacey, Wallace, and Wilson) the recommended slate of officers for 2020-2021.

Chair – Allison Morris  
Vice Chair – Whit Whitley  
Secretary – Ray Staats

There were no further nominations from the floor.

*Election of Officers:* Trustee Knight motioned to approve the acceptance of the slate of officers, as presented from the Nominating Committee; Trustee Patrick seconded the motion and the motion was unanimously approved.

*County Budget FY 2020-21:* For informational purposes, President Staats presented an acknowledgement from Craven County of the \$4,302,300 budget for fiscal year 2020-21 (attached). This appropriation will be included in the overall budget to be presented for approval at a later date. President Staats noted that the capital budget had been reduced by \$127,000 to \$373,000 due to COVID-19 induced county funding constraints. This change had



been coordinated between Dr. Staats and the County Manager prior to the presentation to the County Commissioners.

New Business

*Approve 2020-23 WFD Accountability/Integrity Plan and Classroom Visitation Plan:* VP Gery Boucher presented the two plans requiring board approval every three years (attached). Trustee Patrick motioned to accept the plans as presented; Trustee Davis seconded the motion and the motion was unanimously approved.

*Receive Amended Resource Officer Contract:* VP Millard highlighted minor changes to the contract effective July 1, 2020 (attached).

*Approve Craven CC Foundation Revised Bylaws:* The Foundation Board of Directors amended their bylaws at their July 28, 2020 Board of Directors meeting (attached), as reported by President Staats. He reviewed the changes with the Board of Trustees:

- Section 3.8: Clarifies "Emeritus Directors" to align with BP 7.7, dated 2/21/14
- Section 4.1: Quorums: Sets quorum threshold for committees (except Leadership) at three members
- Section 6.5: Installs "Immediate Past President" as an ex-officio voting Director and member of the Leadership Committee for two years, notwithstanding any other term limit
- Section 6.5: Moves language that erroneously authorized signature of deeds, mortgages, bonds by the "Board President and at least one other Director"

Trustee Mitchell motioned to approve the revised bylaws as presented; Trustee Roberts seconded the motion and the motion was unanimously approved.

*Approve New Degree Programs:* VP Gallman requested the Board's approval for two new programs of study to begin the fall of 2021 (attached) in partnership with East Carolina University:

- A1010T – Associate in Arts in Teacher Preparation (AATP)
- A1040T – Associate in Science in Teacher Preparation (ASTP)

Trustee Patrick motioned to approve the new programs as presented; Trustee Wilson seconded the motion and the motion was unanimously approved.

Reports

*President:* President Staats updated the Board on several important topics, including:

- ~ TRiO award - 3<sup>rd</sup> 5-year federal grant received for 1.3 million dollars to assist low income students, first generation students, and students with disabilities
- ~ Title IX – Dept. of Education final rule published in May with implementation deadline of August 14; until BP 2.27 is revised/approved, the college will adhere to BP 1.4 as it relates to controlling documents
- ~ Foundation campus campaign – all trustees are encouraged to make a donation in any amount

*Attorney:* Nothing to report.

*Chair:* Nothing to report.

*Foundation President:* On behalf of Foundation President David McFadyen, President Staats reviewed the report (attached).

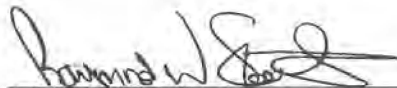
Adjournment

With no further business to be presented, Vice Chair Whitley adjourned the meeting at 6:50 pm.

Respectfully submitted:



Allison R. Morris, Chair  
September 15, 2020



Raymond W. Staats, Secretary  
September 15, 2020







# Workforce Development Report

## *Updates*

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- Volt
  - Manufacturing Pathway - Fast Track
    - 16-Hour Course
    - Classes:
      - BSH – 7 classes – 24 direct hires
      - Moen – 6 classes
      - Dradura USA Corp – 3 classes
- Small Business Center
  - Moved to the Volt Center Complex – 8-10-20

# Workforce Development Report

## *Updates*

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- Volt Garage
  - City of New Bern Lease Agreement signed – 6-10-20
  - Estimated Renovation Completion – 11-1-20
  - 1<sup>st</sup> Diesel Technician Course – January 2021
- Volt Law Enforcement Training Facility
  - City of New Bern Board of Aldermen approved – 8-25-20
  - Estimated Renovation Completion – 3-1-21



# Workforce Development Report

## *Updates*

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- Project Skill Start - Juvenile Criminal Prevention Council (JCPC) Grant
  - \$42,000 Received for 2020-2021
    - 5 students completed NCCER core curriculum
    - 4 of 5 students continued their education at Craven CC
    - 2 referrals pending
- FRC East Apprenticeship Fall 2020
  - 19 Students Enrolled

# Workforce Development Report

## *Updates*

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- WFD Career and College Promise Pathway
  - Approved by Craven CC and Craven County Public Schools
  - Awaiting NC Community College System Office Approval
    - EMT (West Craven)
    - Nurse Aide (Havelock)
    - Pharmacy Tech (Havelock, New Bern, West Craven)
    - Fire Fighter Technology I, II, III (Havelock)
  - Estimated First Student Enrollments – Fall 2021

# Workforce Development Report

## *Updates*

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- College and Career Readiness (“CCR”)
  - NCCCS Monitoring Visit March 2020
    - Exemplary Commendations
      - First Step classes and Transitions Academy
    - Completed Action Items
      - Developed and implemented written plan with WFD to integrate adult education with existing training opportunities
      - Developed and implemented a written plan to collaborate with the Volt Center, Title I and local employers to provide career pathway credentials

# Workforce Development Report

## *Enrollment*

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### WFD FTE

Year	FTE
<b>2016</b>	588.8
<b>2017</b>	669.2
<b>2018</b>	603.2
<b>2019</b>	546.0
<b>2020</b>	541.6*

### Self-Support FTE

Year	FTE
<b>2016</b>	22.97
<b>2017</b>	41.41
<b>2018</b>	38.84
<b>2019</b>	35.03
<b>2020</b>	16.93

\*Prior to March 15 (COVID-19) number was 563; State will fund college at 563 FTE.

Data Source: NC Community College Dashboards





# WORKFORCE DEVELOPMENT REPORT

SEPTEMBER 2020



*Craven County's First Choice for  
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# Strategic Plan 2017-22 Assessment

## *College Environment*

ENSURE CREATIVITY IS VALUED, WHERE A FAILED INITIATIVE IS PERCEIVED AS A GROWTH OPPORTUNITY

### Narrative:

- Faculty and staff are provided the opportunity to make suggestions through Faculty Council, the Services Review survey, and through participation on committees
  - CORD initiative – 2017
  - Services Review revision – 2020
  - Faculty Handbook – 2019
  - Service on Website Committee - 2020

# Strategic Plan 2017-22 Assessment

## *College Environment*

OFFER THROUGH THE CTL PROFESSIONAL DEVELOPMENT AND TEAM BUILDING FOR FACULTY AND STAFF

### Narrative:

- Hired Assistant Director of DL/CTL – focus on Center for Teaching and Learning
- Development of Hybrid and Online Teacher Training (HOTT) for new and existing online instructors – completed July 2020
- Implemented WebEx professional development in Spring 2020

### Trend Data:

#### Professional Development

Academic Year	Contact Hours Provided	Sessions Offered
2017-18	279	177
2018-19	352	195
2019-20	129	62

# Strategic Plan 2017-22 Assessment

## *College Environment*

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### CREATE A JOB CENTER PORTAL THROUGH THE COLLEGE'S WEBSITE

#### Narrative:

- Student Job Portal completed January 2017

# Strategic Plan 2017-22 Assessment

## *College Environment*

PROVIDE APPROPRIATE AND ADEQUATE RESOURCES ACROSS ACADEMIC PROGRAMS, INSTRUCTIONAL SITES  
AND DELIVERY MODES

### Narrative:

- WFD
  - 5 welders and support equipment – Makers Space
  - 2 large cooling fans purchased for Volt Center
  - Purchased trailer for CDL program
- Curriculum programs
  - New 3D printers, including water-jet printer for interdisciplinary use
  - Expanded student lounge on Havelock Campus
  - ADA software
  - AVISO retention software



# Strategic Plan 2017-22 Assessment

## *College Environment*

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### FACILITATE A COMMUNITY, FAMILY-BASED ENVIRONMENT

#### Narrative:

- Virtual Convocation – August 2020
- Faculty forums held to keep faculty abreast of COVID-19 updates and actions
- Implemented inter-division meetings in Spring 2020
- Annual Faculty Showcase in the Fall – 2016, 2017, 2019
- Presented Craven CC's lifesaver award to 9 individuals for going above-and-beyond the call of duty

# Strategic Plan 2017-22 Assessment

## *College Environment*

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### PROVIDE OPPORTUNITIES AND FORUMS FOR SHARED GOVERNANCE

#### Narrative:

- Revised Services Review Survey for 2020
- Comprehensive Program Review
- Faculty forums with Q&A during COVID-19
- Faculty presence on the Curriculum and Academic Policy (CAP) committee
- Faculty participating on website redesign committee

# Strategic Plan 2017-22 Assessment

## *College Environment*

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### PROMOTE HEALTH AND WELLNESS INITIATIVES FOR FACULTY, STAFF AND STUDENTS

#### Narrative:

- Flu shot clinics on New Bern and Havelock campuses – October 2019
- COVID-19
  - Developed exposure checklists for employees and students
  - Initiated social distancing best practices; wall and floor signage placed on all campuses
  - Hired contracted cleaning services to assist with sanitizing all campus locations with a focus on seated classrooms
  - Provided spit/sneeze shields, clear face shields, disposable masks, thermometers, hand sanitizer, electronic atomizing sprayers
  - Implemented classroom safety protocol
    - Smaller class sizes and distancing in the classroom; larger classrooms for large cohorts
    - Sanitizing supplies in every classroom
  - Provided COVID-19 training/preparedness through Safe College Training portal

# Strategic Plan 2017-22 Assessment

## *College Environment*

DEVELOP DEEPER UNDERSTANDING AND BUY-IN OF THE COLLEGE'S POLICIES, PROCEDURES AND PROCESSES

### Narrative:

- Comprehensive policies and procedures review
  - Since 2017, 23 policies and 47 procedures updated or created
  - Published in Craven Weekly and posted on Craven Compass and college website
- Implemented a formalized and holistic approach to documenting internal control processes (ICP) that support college procedures
  - 16 ICPs posted in 2020

# Strategic Plan 2017-22 Assessment

## *College Environment*

MAINTAIN A SAFE, ACCESSIBLE, AND ESTHETICALLY PLEASING PHYSICAL ENVIRONMENT THAT REFLECTS THE COLLEGE'S COMMITMENT TO EXCELLENCE IN TEACHING AND LEARNING

### Narrative:

- Facilities
  - Campus Life – enhanced facilities for student government association activities
  - Security – relocated to larger room with enhanced technology for campus safety
  - Began process to update wayfinding signage on campus
  - Improved entrance and flow of traffic to student/employee parking lot #9



# Strategic Plan 2017-22 Assessment

## *College Environment*

MAINTAIN A SAFE, ACCESSIBLE, AND ESTHETICALLY PLEASING PHYSICAL ENVIRONMENT THAT REFLECTS THE COLLEGE'S COMMITMENT TO EXCELLENCE IN TEACHING AND LEARNING

### Narrative:

- Security
  - Staffed the Volt and Havelock campuses with full-time security officers
  - Upgraded the college's access control system
  - Tabletop winter storm exercise - December 2019
- Safety
  - New & Revised Safety Plans
    - Respiratory protection
    - On-campus contractors & vendors
    - COVID-19 reporting requirements

# Strategic Plan 2017-22 Assessment

## *College Environment*

ADVOCATE LEGISLATIVE INITIATIVES THAT ADVANCE THE PROFESSIONAL INTERESTS OF OUR FACULTY AND STAFF

### Narrative:

- Legislative Newsletter
  - Five issues annually
  - Electronic format distribution to supplement the mailing process
  - Collecting data on receipt and/or opening of the newsletters
- Workforce Development Training Center at the Volt
  - Hosted a tour for Craven County Board of Commissioners - February 2020
- NCCCS 2020-21 Legislative Workforce Agenda Priorities
  - Post-COVID-19 “hold harmless” FTE funding
  - Faculty & staff salaries

# Strategic Plan 2017-22 Assessment

## *College Environment*

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### RECRUIT AND RETAIN HIGH QUALITY FACULTY AND STAFF

#### Narrative:

- Implemented NEOGOV HR software - January 2020
- Recognized 5 employees for earning advanced degrees
- Recruitment
  - Positions advertised FY 2019-20
    - Staff – 37 FT positions, 771 applicants
    - Faculty – 4 FT positions, 44 applicants



# Strategic Plan 2017-22 Assessment

## *College Environment*

Executive Leadership Team:

Ray Staats, President

Kathleen Gallman, VP for Instruction

Gery Boucher, VP for Students

Jim Millard, VP for Administration



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**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM  
COLLEGE BUDGET: FY 2020-21**

**REQUIRED BUDGET REQUEST SIGN-OFF**

**The attached College Budget has been reviewed and approved on**

**September 15, 2020 by the Board of Trustees of Craven Community College.**

  
\_\_\_\_\_, Chair.  
**Allison R. Morris**

**The attached College Budget has been reviewed and approved in the amount**

**of \$4,302,300 on June 15, 2020, by the County Commissioners of Craven County.**

  
\_\_\_\_\_, County Manager.  
**Jack B. Veit, III**

## State Board Info

	CURRENT OPERATING									PLANT FUND			CURRENT & CAPITAL TOTAL
	1XX Institutional Support	2XX Curriculum Instruction	3XX Continuing Education	4XX Academic Support	5XX Student Support	6XX Plant Op & Maint.	7XX Proprietary Other	8XX Student Aid	Subtotal	Capital (ex CI)	9xX CI Projects		
Craven CC													
FY 2020-2021													
State	\$ 4,779,368	\$ 7,987,142	\$ 2,268,985	\$ 2,734,627	\$ 2,068,118	\$ -	\$ -	\$ -	\$ 19,838,240	\$ 706,474	\$ 549,505	\$ 21,094,219	
County	\$ 676,646	\$ -	\$ -	\$ -	\$ -	\$ 3,249,547	\$ -	\$ -	\$ 3,926,193	\$ 17,094	\$ 373,000	\$ 4,316,287	
Institutional	\$ 410,527	\$ 1,629,075	\$ 565,045	\$ 17,011	\$ 865,546	\$ 2,400	\$ 1,335,708	\$ 5,931,725	\$ 10,757,037	\$ -	\$ 187,259	\$ 10,944,296	
Total	\$ 5,866,541	\$ 9,616,217	\$ 2,834,030	\$ 2,751,638	\$ 2,933,664	\$ 3,251,947	\$ 1,335,708	\$ 5,931,725	\$ 34,521,470	\$ 723,568	\$ 1,109,764	\$ 36,354,802	

## **NORTH CAROLINA**

### **CRAVEN COUNTY**

### **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease"), dated August 11, 2020, 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."

#### **WITNESSETH:**

THAT WHEREAS, the Lessor owns the real property located at 128 Rhem Street in the City of New Bern, said parcel being identified by Craven County Tax Parcel Number 8-011-153-B ("Subject Property"); and

WHEREAS, the Lessor has agreed that the Lessee may lease the Subject Property more specifically described herein as the "Premises" for use as a workforce training center, including but not limited to a police simulator and law enforcement officer in-service training, 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 3,200 square feet and a storage structure of approximately 288 square feet, along with such real property depicted as the "WFD Premises Area" as illustrated on Exhibit A attached hereto and incorporated herein by reference, said real property being a portion of the parcel identified as Craven County Tax Parcel ID #8-011-153-B

(the "Premises"). Lessor further grants to the Lessee non-exclusive access for ingress and egress over the "Driveway" as illustrated on Exhibit A to access the Premises.

3. **CONDITION OF PREMISES AND TENANT UPFIT.** Lessor agrees that it will deliver the Premises to Lessee upfit and remodeled consistent with details/plans specified on Exhibit B attached hereto and incorporated herein by reference, within 120 days of the date on which the Lessee executes this Agreement (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 Lessor a one-time sum of FIFTY THOUSAND DOLLARS (\$50,000.00), such payment to be made contemporaneously with the execution of this Lease, plus



subsequent annual payments of ONE DOLLAR (\$1.00) to be made on or before each 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 as a workforce training center, including but not limited to a police simulator and law enforcement officer in-service training, and in conduct of college educational programs, 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 Manager 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. CASUALTY AND LIABILITY INSURANCE.** 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 causality 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. **QUIET POSSESSION.** 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 acknowledges 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. SURRENDER OF POSSESSION.** 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. FIXTURES.** 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. NOTICES.** 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:

Lessor

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

Lessee

Craven Community College  
Attn: President  
800 College Court  
New Bern, NC 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. ENTIRE AGREEMENT.** 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. BINDING EFFECT.** 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. CONSTRUCTION OF LEASE.** 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. GOVERNING LAW.** This Lease shall be construed and interpreted in accordance with the laws of the State of North Carolina.

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

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:   
DANA E. OUTLAW, MAYOR

ATTEST:

  
BRENDA E. BLANCO, CITY CLERK

(CORPORATE SEAL)





LESSEE:

THE TRUSTEES OF CRAVEN COMMUNITY  
COLLEGE

By:   
CHAIR


[SEAL]

NORTH CAROLINA  
CRAVEN COUNTY

I, Jennifer L. Mayo, a notary public in and for said county and state, do hereby certify that on the 25<sup>th</sup> day of August, 2020, before me personally appeared DANA E. OUTLAW with whom I am personally acquainted, who, being by me duly sworn, says that he is the Mayor and that BRENDA E. 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 25<sup>th</sup> day of August 2020.

My Commission Expires August 16, 2021



Jennifer L Mayo  
Notary Public

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: Allison R. Morris

Date: 9/15/2020



Cynthia G Ensley  
Signature of Notary Public

Cynthia G Ensley  
Notary's printed or typed name

My commission expires: 9/15/23







EXHIBIT B



Public Works Department  
300 Pollock Street, New Bern NC 28563-1129  
Phone: (252)-639-7501  
Fax: (252)-636-1848

**MEMORANDUM**

Date: July 22, 2020 *(Revised August 11, 2020)*

To: Amanda Ohlensehlen, Economic and Community Development Manager

From: Matt Montanye, Director of Public Works

*Matt Montanye*  
*8/11/20*

Ref: Improvements to the Old Stormwater Building for use as a Police Simulator Building.

I have looked into the renovation cost associated with the previously discussed improvements to the Old Stormwater Building, located at 128 Rhem Street, and wanted to provide you with a preliminary budget number of \$250,000. This figure is based on the sketch below as well as rough estimates from local contractors and City staff. Below is an itemized list of the cost associated with these improvements. In addition, it is understood that this renovation project will be managed by the City of New Bern Public Works Department.

<b>Interior Upgrades:</b>	
Demolition of Existing Features	\$ 2,000.00
Interior Layout - Material and Labor	\$ 20,000.00
Plumbing Upgrades and Fixtures	\$ 7,000.00
Electrical Upgrades	\$ 10,000.00
Windows (Refurbish)	\$ 30,000.00
Sound Proofing	\$ 25,000.00
Ceiling Replacement (Grid & Tile)	\$ 13,000.00
Interior Lighting Replacement	\$ 5,000.00
Insulation Replacement	\$ 9,000.00
Carpet & Flooring	\$ 13,500.00
Sub-Total	\$ 134,500.00
<b>Exterior Upgrades:</b>	
Parking Improvements:	\$ 40,000.00
HVAC Upgrades:	\$ 17,000.00
Fence Replacement:	\$ 15,000.00
H/C Ramp:	\$ 20,000.00
Deck Replacement	\$ 1,000.00
Facia and Exterior Repairs	\$ 7,500.00
Contingencies:	\$ 15,000.00
Sub-Total	\$ 115,500.00
<b>Grand Total</b>	<b>\$ 250,000.00</b>



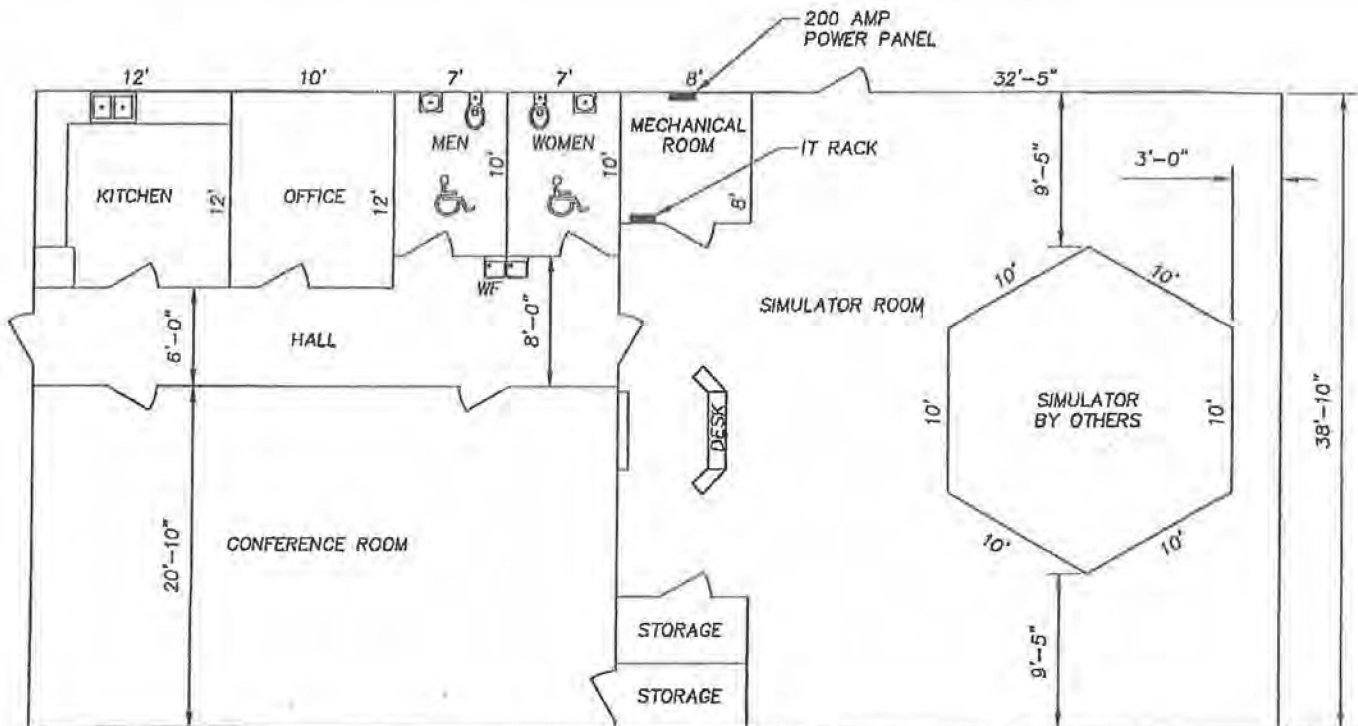
Timeline:

As discussed, we are proposing that as soon as an agreement is in place, the City will begin work. It is anticipated that all work will be completed in 120 days from the date the agreement is executed.

Exclusion:

It should be noted that the above estimate does not include any cost associated with the simulator, furniture and/or accessories associated with operating the simulator, office furnishings or appliances.

If you have any questions or need more detailed information regarding this project, please feel free to give me a call at 252-639-7500 or on my cell phone at 252-646-3984.



Proposed Layout

Not to Scale

*Resolution*  
*of the*  
*Board of Trustees*  
*of*  
*Craven Community College*

*Whereas, myFutureNC is a statewide non-profit organization focused on educational attainment and is the result of cross-sector collaboration between North Carolina leaders in education, business and government; and,*

*Whereas, The myFutureNC Commission has concluded that North Carolina should have a goal that 2 million North Carolinians will have a high-quality credential or postsecondary degree by 2030; and,*

*Whereas, Craven Community College is committed to preparing Craven County citizens for the workforce via an educational continuum spanning entry-level training through the associate degree.*

*Whereas, Craven Community College, along with other key partners, will help advance the educational attainment of students in North Carolina by improving and enriching individual lives and society through comprehensive, high quality, and accessible learning opportunities that allow students to contribute and complete in a diverse and global community.*

*Whereas, Craven Community College agrees that North Carolina faces a gap between the projected needs for citizens with high-quality credentials or postsecondary degrees and the attainment of those high-quality credentials or postsecondary degrees.*

*Now therefore, be it resolved, that: Craven Community College supports the attainment goal of myFutureNC that 2 million North*

*Carolinians should have a high-quality credential or postsecondary degree by 2030; and*

*Craven Community College along with leaders in business, education, state and local government, and community organizations will continue to foster partnerships to achieve the goal.*

*Adopted this 15<sup>th</sup> day of September, Two-Thousand Twenty*

A handwritten signature in cursive script, appearing to read "Allison Morris".

*Allison Morris*

*Chair*

*Craven Community College Board of Trustees*

# **Student Government Association**

## **Board of Trustees Report**

**September 15, 2020**

### **SGA Roster**

#### ***Executive Board***

President: Kaycee Bailey

Vice President: Vacant

Secretary: Vacant

Treasurer: Vacant

Parliamentarian: Victoria Hill

Public Information Officer: Vacant

#### ***Senators***

Nyithazin (Nyi) Ngwe

Phu Aung

Tabita Chavez Lozano

#### ***Campus Life Activities and Events***

- Currently brainstorming ways to hold virtual campus life events despite COVID

#### ***SGA Activities***

- To help determine virtual events, students were surveyed the week of August 31<sup>st</sup> to gather student opinion on certain topics. These results will assist the SGA in meeting student needs.
- SGA applications for open board positions closed September 1, 2020, with elections immediately following. We hope to have a full board with all positions filled.
- SGA goals for the 2020-2021 school year include:
  - Addressing student concerns and working quickly to resolve issues
  - Bringing attention to student resources offered at Craven
  - Maintaining transparency between SGA and students
  - Having an active campus life and student involvement despite COVID