



REVISED MEETING AGENDA

JUNE 14, 2022

**5:30 PM – Naumann Community Room
New Bern Campus**

- | | | |
|-------|---|------------------------------|
| I. | Call to Order | <i>Whit Whitley, Chair</i> |
| II. | Administrative Items | |
| | (1) Roll Call | <i>Ray Staats, Secretary</i> |
| | (2) Recognition and Appreciation of Service | <i>Ray Staats</i> |
| | A. Brenda Wilson (2011-2022) | |
| | B. Jennifer Dacey (2015-2022) | |
| | (3) Agenda Review and Adoption (<i>motion</i>) | <i>Whit Whitley</i> |
| | (4) Conflict of Interest Declaration | <i>Whit Whitley</i> |
| | (5) Public Comment | <i>Whit Whitley</i> |
| III. | Consent Agenda (<i>motion</i>) | <i>Whit Whitley</i> |
| | (1) Approve Board of Trustees Meeting Minutes (April 19, 2022) | |
| IV. | Summer Enrollment (<i>info</i>) | <i>Gery Boucher, VP</i> |
| V. | Financial Reports | <i>Jim Millard, VP</i> |
| | (1) Financial Report 3 rd Quarter FY 2021-22 (Jan-Mar)(<i>motion</i>) | |
| | (2) Write-Offs and Uncollectable Accounts (<i>motion</i>) | |
| | (3) Cash Balances (<i>info</i>) | |
| VI. | Personnel Report 3 rd Quarter FY 2021-22 (Jan-Mar)(<i>info</i>) | <i>Jim Millard</i> |
| VII. | Facilities Usage Report 3 rd Quarter FY 2021-22 (Jan-Mar)(<i>info</i>) | <i>Jim Millard</i> |
| VIII. | Strategic Plan Assessment Goal 2 Update (<i>info</i>) | <i>Ray Staats</i> |
| IX. | Old Business | <i>Whit Whitley</i> |

- | | | |
|------|--|----------------------|
| X. | New Business | <i>Whit Whitley</i> |
| | (1) Approve Foundation Board of Directors Appointments (<i>motion</i>) | <i>Ray Staats</i> |
| | (2) Appoint Board Officer Nominating Committee FY 2022-23 (<i>info</i>) | <i>Whit Whitley</i> |
| | (3) Approve Seymour Farms Tower Lease for Public Radio East (<i>motion</i>) | <i>Jim Millard</i> |
| | (4) Receive 2022-23 Board of Trustees Meeting Schedule (<i>info</i>) | <i>Cindy Ensley</i> |
| | (5) Receive Board Policy 2.36 Personal Observance Leave (<i>info</i>)
(<i>approval in August</i>) | <i>Ray Staats</i> |
| | (6) Approve Resolution to Support Covid-19 Booster Incentive (<i>motion</i>) | <i>Ray Staats</i> |
| XI. | Reports | <i>Whit Whitley</i> |
| | (1) President | <i>Ray Staats</i> |
| | (2) Chair | <i>Whit Whitley</i> |
| | (3) Attorney | <i>Cliff Parsons</i> |
| XII. | Adjournment | <i>Whit Whitley</i> |



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

Ray Staats
Whit Whitley
Jamie Norment

- XII. Adjournment

Whit Whitley

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

June 14, 2022

Ms. Jennifer Dacey

Dr. Jim Davis

Ms. E.T. Mitchell

Ms. Allison Morris

Ms. Jennifer O'Neill

Dr. Ervin Patrick

Ms. Sandra Phelps

Mr. Kevin Roberts

Mr. Bill Taylor

Mr. Tabari Wallace

Mr. Whit Whitley

Ms. Brenda Wilson

Mr. Cash Collins, Student Trustee (ex officio)

Mr. David McFadyen, CCC Foundation Board President (ex officio)

Agenda Review/Conflict of Interest Declarations

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

CRAVEN COMMUNITY COLLEGE
BOARD OF TRUSTEES
MEETING MINUTES
APRIL 19, 2022

The Craven Community College Board of Trustees met on Tuesday, April 19, 2022 in the Naumann Community Room with Board Chair Whit Whitley presiding. The meeting was called to order at 5:30 pm.

Roll Call

President Raymond Staats called the roll.

Voting members present were: Ms. Jennifer Dacey, Dr. Jim Davis, Ms. E.T. Mitchell, Ms. Allison Morris, Ms. Sandra Phelps, Mr. Bill Taylor, Mr. Tabari Wallace (5:35 pm), Mr. Whit Whitley, and Ms. Brenda Wilson

Voting members absent were: Ms. Jennifer O'Neill, Dr. Ervin Patrick, and Mr. Kevin Roberts

Ex-Officio members present were: Mr. David McFadyen, CCC Foundation Board President (5:42 pm)

Ex-Officio members absent were: Mr. Cash Collins, Student Trustee

Others present were: 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; and Ms. Cindy Ensley, Executive Assistant to the President and Board of Trustees

Board Chair Whitley declared a quorum present for the meeting and welcomed everyone to the April board meeting.

Agenda Review and Adoption

Board Chair Whitley reviewed the agenda (attached). Trustee Phelps motioned to accept the agenda as presented; Trustee Mitchell seconded the motion and the motion was unanimously approved.

Conflict of Interest Declaration

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

Public Comment

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

Consent Agenda

Trustee Mitchell motioned to accept the minutes (attached) of the March 15, 2022 meeting as presented; Trustee Wilson seconded the motion and the motion was unanimously approved.

Workforce Development Update

Spring WFD Update: For informational purposes, President Staats shared updates on the Volt Center, Job Readiness Boot Camp, Career and College Promise, and WFD outreach initiatives. He also compared enrollment numbers, indicating 2022 may generate the highest FTE since 2017 (attached).

WFD Accountability/Credibility Class Visitation Report: President Staats highlighted classroom visitation reports for the Spring, Summer, and Fall of 2021 noting all targets had been met (attached). Trustee Davis motioned to approve the reports as presented; Trustee Dacey seconded the motion and the motion was unanimously approved.

Facilities 5-Year (2023-2027) Plan

For informational purposes, Vice President Jim Millard highlighted the various projects that are scheduled for the next five years utilizing the \$500,000 Craven County capital funds (attached).

County Budget Proposal (2022-2023) Plan

President Staats shared the proposed fiscal year 2023 county budget (attached). He noted the 4% increase included provisions to increase county-funded employee salaries to match the \$15/hour requirement used for state-funded employees, effective July 1, 2022. Trustee Taylor motioned to approve the budget as presented; Trustee Mitchell seconded the motion and the motion was unanimously approved.

Old Business

Kelso Hall Barbering Renovation Project: President Staats asked the Board to ratify the decision of the approved committee (Chair Whitley, Trustee Taylor and President Staats) to award the project design to JKF Architecture of Greenville, NC. Trustee Wilson motioned to ratify the committee's decision; Trustee Davis seconded the motion and the motion was unanimously approved.

Approve Revised Student Fee Chart for FY 2022-23: Vice President Millard noted the addition of a library fine for a late return of an Oculus Quest Virtual Reality headset. Trustee Mitchell motioned to approve the revised student fee chart; Trustee Davis seconded the motion and the motion was unanimously approved.

New Business

Receive Financial Audit Results FY21: Vice President Millard shared the clean audit report for fiscal year-end June 30, 2021 (attached).

Receive NC Retirement Contribution-Based Benefit Cap Report: For informational purposes, Vice President Millard noted the February 2022 report (attached) from the NC Retirement System.

Receive Purchasing & Contracts Compliance Review Results: Vice President Millard shared the results of the compliance review (attached).

SACSCOC 5th Year Report Update: Vice President Kathleen Gallman presented a progress report (attached) on compliance certification for the 5th year report, which is due to SACSCOC in September 2022.

Reports

President's Update:

- A successful virtual site visit from the National League of Nursing (NLN) for national accreditation of our nursing programs was conducted with only one of 32 standards requiring attention. The NLN will announce its decision in October 2022. If accredited, the award will be retroactive to include the graduating class of 2022.
- Commencement 2022 will be a traditional in-person ceremony on Saturday, May 14th at 8:00 am.
- During the Board's annual Retreat, the strategic plan will be formulated for 2023-2028 utilizing the same four pillars and core values. The mission and vision statements will be reviewed.
- The Marketing/Communications Department won a national award for best website design.
- Excellence Award Winners were recognized by the Executive Leadership Team and Excellence Award Committee. Dr. Jenifer Marquis, Staff Excellence, Walt Hurst, Faculty Excellence in Teaching, and Marla Grady, Adjunct Faculty Excellence in Teaching will also be recognized at Commencement and Convocation.
- The heraldry for a new College seal, approved in March 2022, was presented (attached).

Chair: Chair Whitley reminded all trustees to return their board evaluation to Executive Assistant Ensley at their earliest convenience for discussion at the Board Retreat.

Attorney: Attorney Jamie Norment stated there are no current substantive legal issues to report.

Student Trustee: Report attached.

Foundation Board President: Foundation Board President David McFadyen shared information from his report (attached) and invited everyone to the 12th Annual Community Fabric Awards on April 26. He also noted the success of the Campus and Community fundraising campaigns for scholarships as well as the growth in endowments.

Closed Session

At 6:29 pm, upon a motion by Trustee Mitchell, seconded by Trustee Wilson, 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 Jamie Norment and Executive Assistant Cindy Ensley remain in the Closed Session at the pleasure of the Board.

At 6:55 pm, upon a motion by Trustee Mitchell, seconded by Trustee Wilson, and unanimous approval, the Closed Session ended and Regular Session resumed. The public was invited to rejoin the Regular Session.

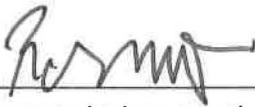
Chair Whitley stated the president's performance evaluation and employment contract had been reviewed in Closed Session. Trustee Taylor motioned to approve the performance evaluation as compiled and presented during the Closed Session. Trustee Phelps seconded the motion and the motion was unanimously approved. Trustee Mitchell motioned to issue a resolution of support for President Staats; award fifteen (15) days (8 hours/day) of meritorious paid leave to be used by June 30, 2023; and increase President Staats' annual supplemental compensation by \$15,000 from county funds with an effective date of July 1, 2022. Trustee Morris seconded the motion and the motion was unanimously approved.

Attorney Norment will prepare the necessary addendum to the President's employment contract. Executive Assistant Ensley will prepare the letter to the NCCCS State Board of Community Colleges indicating completion of the review process, for signature by Chair Whitley after he and Vice Chair Patrick review the evaluation and contract changes with President Staats.

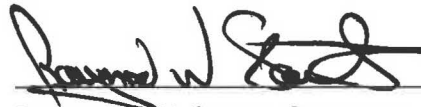
Adjournment

With no further business to be presented, Board Chair Whitley adjourned the meeting at 7:05 pm and thanked everyone for their participation.

Respectfully submitted:



Robert E. Whitley, Jr., Chair
June 8, 2022



Raymond W. Staats, Secretary
June 8, 2022

SUMMER ENROLLMENT 2022

Curriculum and Workforce Development



SUMMER ENROLLMENT

CURRICULUM ENROLLMENT		
	Head Count	FTE
Summer 2022*	1555	381.8
Summer 2021	1243	268.8
Summer 2020	1216	280.9
Summer 2019	1289	294.2

*Estimated Enrollment Summer 2022 as of 5/24/2022

Source: Executive Director, Office of Institutional Effectiveness

SUMMER ENROLLMENT

	Head Count	FTE
Summer 2022*	990	169.0
Summer 2021	1200	169.2
Summer 2020	1225	180.8
Summer 2019	1499	132.3

*Estimated Enrollment for Summer Semester 2022

Source: Dean, Workforce Development



SUMMER ENROLLMENT 2022



*Craven County's First Choice for
Teaching and Learning*

CravenCC.edu | 252-638-7200

**Craven Community College
Institutional Funds Budget
As of March 31, 2022 - 75% of the Year**

FUND	PURPOSE	BUDGET	EXPENDITURES YEAR TO DATE	REMAINING BALANCE	% SPENT	REVENUES YEAR TO DATE	FUND BALANCE
01	121 Flex Spending	-	-	-	0%	-	7,861.62
00	130 Title IX/Cleary	28,405.00	13,034.63	15,370.37	46%	317,472.04	330,194.47
01	133 Discretionary	72,604.00	42,449.39	30,154.61	58%	33,936.49	112,718.66
01	134 Unrestricted Overhead Receipts	10,760.00	950.00	9,810.00	9%	5,468.72	55,757.13
01	136 Foundation	313,671.00	88,349.65	225,321.35	28%	192,702.35	486,980.65
01	137 Financial Aid Matching	1,000.00	731.84	268.16	73%	961.28	11,325.20
01	221 Applied Music	1,625.00	-	1,625.00	0%	2,299.48	28,880.30
01	227 Extra Curricular Activities	1,700.00	612.00	1,088.00	36%	3,793.29	45,926.59
01	250 Curriculum-Self Supporting	20,010.00	108.08	19,901.92	1%	547.08	159,443.65
01	312 Fire College	5,554.00	5,553.50	0.50	100%	8.83	6,597.84
01	340 WFD-Self Supporting	426,484.00	209,230.29	217,253.71	49%	189,757.86	541,007.47
01	411 Learning Resource Center	730.00	-	730.00	0%	636.34	27,141.96
01	460 Customized Ind Train Support	6,334.00	479.27	5,854.73	8%	31.21	31,509.24
01	461 Small Business Support Fund	-	-	-	0%	0.13	126.46
01	610 VOLT Center	459.00	-	459.00	0%	87.85	88,064.89
02	131 College Work Study	107,898.00	50,866.21	57,031.79	47%	50,866.21	-
02	134 Restricted Overhead Receipts	43,350.00	28,897.27	14,452.73	67%	286,871.49	451,184.25
02	138 Returned Check Fee Fund	340.00	7.85	332.15	2%	61.03	21,166.76
02	139 CARES Act/NCCF WorkReady	5,425,644.00	1,500,082.03	3,925,561.97	28%	1,500,301.90	6,904.93
02	220 NCSU Engineering	98,665.00	23,473.51	75,191.49	24%	59,362.22	74,903.20
02	227 ENCORE	15,015.00	13,395.50	1,619.50	89%	15,009.53	7,611.73
02	228 Grants -NSF SEAS/Bosch/NCCF	236,080.00	81,646.18	154,433.82	35%	28,554.07	155,536.01
02	291 Specific Fees - Lab/DE/ASC	1,272,155.00	786,030.23	486,124.77	62%	675,106.70	2,052,205.98
02	292 System-Wide Fees-Comp Tech	454,779.00	262,075.56	192,703.44	58%	185,814.45	1,889,788.79
02	293 Patron Fees	36,056.00	24,425.65	11,630.35	68%	22,360.45	285,817.75
02	314 Grants - Workforce Development/BS	63,893.00	39,925.65	23,967.35	62%	46,855.60	11,395.66
02	355 NCDPS Reentry Program	516,293.00	140,926.14	375,366.86	27%	127,688.17	(6,617.03)
02	370 FTCC NCMBBC	26,200.00	3,882.46	22,317.54	15%	-	(3,882.46)
02	392 System-Wide Fees - WFD Comp	957.00	-	957.00	0%	9.65	9,757.86
02	521 C-Step Grant	12,500.00	8,843.32	3,656.68	71%	11,245.07	3,656.68

FUND	PURPOSE	BUDGET	EXPENDITURES YEAR TO DATE	REMAINING BALANCE	% SPENT	REVENUES YEAR TO DATE	FUND BALANCE
02	531 Professional Liability Ins	7,929.00	6,932.20	996.80	87%	8,135.23	40,638.19
02	532 Student Insurance	6,456.00	6,451.69	4.31	100%	4,897.30	(1,489.19)
02	533 Transcript Fees	38,988.00	17,826.93	21,161.07	46%	26,710.12	303,809.83
02	534 TRIO/Title III Grants	472,905.00	297,178.06	175,726.94	63%	298,104.68	(9,624.65)
02	790 Facilities Rental Fund	-	-	-	0%	1,299.43	50,168.37
02	791 Public Radio East	1,030,479.00	698,252.86	332,226.14	68%	834,367.84	310,548.88
02	795 Career Fair	-	-	-	0%	0.57	585.13
02	796 Testing Centers	46,453.00	13,440.36	33,012.64	29%	49,793.50	128,364.07
02	797 Public Radio East Foundation	712,434.00	561,657.68	150,776.32	79%	556,232.68	137,747.66
02	823 SEOG	124,070.00	113,047.32	11,022.68	91%	113,047.32	-
02	824 Pell	4,200,000.00	3,514,988.90	685,011.10	84%	3,489,988.90	(25,000.00)
02	829 Cares Act	3,781,803.00	3,781,802.59	0.41	100%	3,781,802.59	-
02	830 NCCC Target Asst/LTHT	8,062.00	2,658.98	5,403.02	33%	7,684.00	5,025.02
02	833 NCCG	165,358.00	165,358.00	-	100%	165,108.00	-
02	834 Teacher Assistant Sch Fund	15,486.00	11,736.00	3,750.00	76%	13,486.00	1,750.00
02	835 State Aid Scholarships	265,693.00	245,674.00	20,019.00	92%	260,674.00	15,000.00
02	840 General Scholarships	275,894.00	127,660.94	148,233.06	46%	267,435.42	452,650.51
02	841 Endowment/Other Scholarships	201,413.00	163,443.91	37,969.09	81%	163,693.91	750.00
05	710 Clearwire Distribution	5,395.00	-	5,395.00	0%	4,494.22	38,541.69
05	720 Bookstore	197,918.00	122,191.41	75,726.59	62%	130,084.66	797,364.22
05	730 Food Service	13,958.00	13,958.00	-	100%	18,658.54	9,039.20
05	740 Campus Access	58,453.00	47,561.29	10,891.71	81%	54,309.02	67,236.54
05	770 Student Activity Funds	198,201.00	98,757.63	99,443.37	50%	135,060.35	271,409.18
06	810 J. Wrenn Emergency Loan Fu	1,530.00	(120.91)	1,650.91	-8%	43.89	41,810.67
07	910 Buildings & Grounds	897,333.00	633,713.64	263,619.36	71%	761,532.79	2,126,329.69
08	792 Public Radio East Endowment	-	-	-	0%	72.85	73,011.30
08	850 Endowments	199,413.00	162,193.91	37,219.09	81%	12,781.62	3,163,363.53
Total		22,124,785.00	14,132,341.60	7,992,443.40	64%	14,917,308.92	14,891,996.08

**REQUEST FOR APPROVAL
WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS**

In accordance with Section 4, page 4.37-4.38 of the North Carolina Community College System Accounting Procedures Manual, a request is hereby made to write-off the following accounts as uncollectible:

Name	Student ID #	Term	INTUI Tuition/Registration	CEDOE Contin Ed Occup	ACTFE Activity Fee	CTFCU Computer Fee	CACCF Campus Access	BKST Books	DEFEE Distance Fee	SUPBI Supply Fee Bus, Ind & Tech	LABFB Lab Fee	SUMF1 Summer Supply Fee Tier	EBK4 E Book Fees	PLIAB Prof Liab Ins	STINS Student Ins	AMCP1 Aviation Mgmt & Career	FA Overage	LABFA Lab Fee Arts & Science	Total
	XXX7853	2019FA															823.40		823.40
	XXX1455	2020FA	185.62		6.58	9.02	2.82	300.63	23.48						0.69				528.84
	XXX3190	2020FA	88.36		4.52	6.20	1.94		12.92						0.16				114.10
	XXX5248	2020FA	299.33		13.78	18.90	5.91		29.54				29.82		0.10				397.38
	XXX4255	2019FA	115.64		5.92	8.11	2.54	65.39	12.68										210.28
	XXX9603	2020FA	423.16				22.75	248.87	26.65									14.22	735.65
	XXX1169	2019FA															2,046.57		2,046.57
	XXX3901	2020SP	76.00		35.00	48.00	15.00		25.00						1.40				200.40
	XXX7617	2019FA															618.52		618.52
	XXX1268	2019FA															421.37		421.37
	XXX1631	2019FA															908.32		908.32
	XXX5388	2020FA	75.24		11.55	15.84	4.95		8.25						0.41				116.24
	XXX9437	2020FA	356.07				18.74		19.52							1,472.67			1,867.00
	XXX3896	2020SP															422.92		422.92
	XXX8178	2019FA	168.74		25.90	35.52	11.10	455.15	18.50						0.91				715.82
	XXX5153	2020FA	570.00		17.50	24.00	7.50								0.62				619.62
	XXX2634	2020FA	1,979.67		56.95	78.11	24.41		122.05						1.16				2,262.35
	XXX8170	2020SP	135.87				8.58	12.88											157.33
	XXX0154	2020CE3	-	180.00						74.40					0.60				255.00
	XXX6159	2019FA															436.97		436.97
	XXX2521	2020FA						99.54											99.54
	XXX2909	2020CE3		180.00						74.40					0.60				255.00
	XXX1884	2020FA	46.94		2.16	2.96	0.93		6.18						0.08				59.25
	XXX8091	2020FA	717.44				28.32	241.48	88.50				44.08						1,119.82
	XXX2834	2020FA	249.27		3.48	4.77	1.49		32.30						0.12				291.43
	XXX0722	2019FA															969.38		969.38
	XXX2183	2020FA	19.00		8.75	12.00	3.75		6.25						0.31				50.06
	XXX9974	2020FA	57.00				12.00		6.25										75.25
	XXX2488	2020SP															1,250.53		1,250.53
	XXX3587	2020FA	485.04		31.91	43.76	13.68	589.73	68.38						0.60				1,233.10
	XXX5356	2020FA	702.24		23.10	31.68	9.90				56.10				0.82				823.84
	XXX9980	2020FA	133.19		20.45	28.04	8.76	58.87	14.60						0.28				264.19
	XXX8264	2020FA	81.85		2.69	3.69	1.15		5.77				5.76		0.09				101.00
	XXX5110	2020FA															311.74		311.74
	XXX7827	2020FA	403.27		20.64	28.30	8.84		44.22						0.73				506.00
	XXX7479	2020FA	76.00		8.75	12.00	3.75	1.56	6.25						0.00				108.31
	XXX0285	2020FA	300.93		23.10	31.68	9.90		16.50						0.85				382.96
	XXX1730	2020SU	49.76		2.29	6.29	1.96		3.95			0.62	8.75		0.19				73.81
			7,795.63	360.00	325.02	539.26	140.28	2,074.10	597.74	148.80	56.10	0.62	88.41	-	10.72	1,472.67	8,209.72	14.22	21,833.29

Kisha B. Simpson
(Requested by)

Jim Millard
Vice President for Administration

Return of Title IV	\$ 8,420.00
FA Issues/Withdrawn Charged 25%	7,609.91
Sponsor Issues	721.10
Payment Plan	4,572.28
WFD	510.00
	<u>\$21,833.29</u>

Total Collected this period	\$ 5,107.88
Debt Setoff	308.14
Total Fees Paid to collection agency	1,099.29
Net proceeds	<u>\$ 4,316.73</u>

YTD Write Offs July 2021-March 2022	\$ 46,285.38
Prior Year Write Offs July 2020 -March 2021	\$ 14,561.38
120 Days past due	\$ 1,554.90
Percentage of Total Accounts Receivable	6.4253%

**CRAVEN COMMUNITY COLLEGE
REPORT OF CASH BALANCES**

STIF Account:	31-Mar	31-Dec	Variance
Local Funds	\$2,394,100.64	\$2,128,815.03	\$265,285.61
Special Funds	<u>\$9,414,585.87</u>	<u>\$9,956,821.50</u>	<u>-\$542,235.63</u>
Total	\$11,808,686.51	\$12,085,636.53	-\$276,950.02

NOTE: A balance of \$100,000 is maintained in an interest bearing account with First Citizens Bank.
All funds over the \$100,000 are on deposit with the North Carolina State Treasurer.

	31-Mar	31-Dec	Variance
STIF Interest Rate:	0.203540%	0.093820%	0.109720%

Craven Community College Personnel Report
January 1, 2022 – March 31, 2022

New Hires	Position Title		Effective	Monthly/Annually
Todd Erler	Testing Proctor (Part-time Regular)		1/3/22	\$1,634/\$19,608
Sharon King	Student Services Coordinator		1/4/22	\$3,667/\$44,004
Molly McAbee	Administrative Assistant- TRiO (Part-time Regular)		1/18/22	\$1,759/\$21,108
Marie Mynster	Senior Administrative Assistant- Human Resources		2/1/22	\$2,667/\$32,004
Jessica Stimson	Senior Administrative Assistant- Havelock		2/1/22	\$2,625/\$31,500
Rebecca Prescott	Administrative Assistant- Academic Support Center (Part-time Regular)		2/15/22	\$1,634/\$19,608
John Collins	Facilities Technician Assistant		3/1/22	\$3,084/\$37,008
Terry White	Facilities Maintenance Specialist (Plumbing)		3/1/22	\$3,500/\$42,000
Erin Ananian-Gentile	NC MBC - Business Development Professional		3/15/22	\$4,333/\$52,000
Richel Jerman	Custodian (Full-time Temporary)		3/15/22	\$2,254/\$27,048
Terri Jones	Career Coach		3/15/22	\$3,250/\$39,000
James Tyndall	Enrollment Services Specialist		3/15/22	\$2,584/\$31,008
Rachel Weldin	Senior Administrative Assistant- Human Resources		3/15/22	\$2,750/\$33,000
Matthew Berg	Associate Dean of Career Programs		3/28/22	\$5,417/\$65,004
Reassignments/ Promotions	From	To	Effective	Monthly/Annually
Ellen Wilkinson	Senior Administrative Assistant- PRE (Part-time Regular)	Senior Administrative Assistant- PRE (Full-time)	1/1/22	\$2,709/\$32,508
Alexander Morgan	Machinist Faculty (Part-time Temporary)	Machinist Faculty (Full-time Temporary)	1/6/22	\$4,667/\$42,003
Jimmy Singleton	Facilities Technician Assistant	Facilities Maintenance Specialist (HVAC)	2/1/22	\$3,500/\$42,000
Rodneka Stewart	Admissions Specialist	Financial Aid Advisor I	2/1/22	\$3,167/\$38,004
Dendray Ballard	Senior Control Room Operator	Director of Security and Emergency Management	3/1/22	\$4,584/\$55,008
Timothy Hall	Director of Security and Emergency Management	Dean of Technology Services/Chief Information Officer	3/1/22	\$6,750/\$81,000
Marie Mynster	Senior Administrative Assistant- Human Resources	Human Resources Specialist	3/1/22	\$3,125/\$37,500
Christina Sobrido	Web Content Specialist	Office 365 Systems Administrator	3/1/22	\$3,750/\$45,000
Shawn Toderick	Director of Networking and Information Security	Associate Dean of Technology/ Associate Chief Information Officer	3/1/22	\$6,412/\$76,944
Brandy Leder	Data and Assessment Coordinator	Data Analyst	3/15/22	\$3,959/\$47,508

Resignations/ Terminations/Retirements	Position	Effective	Reason
Timothy Best	Faculty, Machinist	1/5/22	Termination
Julia Ashley	Financial Aid Advisor I	1/11/22	Resignation
Sarah Sawyer	Executive Director of Career Programs	1/14/22	Resignation
Monica Bloomberg	Enrollment Services Specialist	1/31/22	Resignation
Yasmin Santiago	Institutional Effectiveness Specialist	1/31/22	Retirement
Kerry Bruner	Assistant Director of Human Resources	2/4/22	Resignation
Alexander Morgan	Machinist Faculty (Full-time Temporary)	2/7/22	Termination
Rashad Thomas	Librarian	2/24/22	Resignation
Peyton Cook	Administrative Assistant- Student Records	2/28/22	Resignation
Katherine Tuttle	Human Resources Technician	2/28/22	Retirement
Jennifer Woodroffe	Faculty, Biology	3/1/22	Resignation
Monica Minus	Director of Grants and Strategic Partnerships	3/9/22	Resignation
Julia Hamilton	Dean of Technology Services	3/11/22	Resignation
James Ashburn	Faculty, Automotive Systems Technology	3/17/22	Resignation
David Bucksot	Senior Administrative Assistant- Technology Services (Part-time Regular)	3/17/22	Resignation
Richard Cayton	Facilities Maintenance Specialist- Trades	3/31/22	Retirement
Leo Melton	Facilities Maintenance Specialist- Trades	3/31/22	Retirement

Craven CC Facilities Usage Report
January - March 2022

EXTERNAL USERS OF FACILITIES

Name of Organization	Date(s) of Use	Type of Organization	Facility	Fees	Date Fees Received	Estimated Number of Attendees
New Bern Historical Society	1/9/2022, 3/6/2022	Non-Profit	Auditorium	\$500.00	10/5/2021	278
American Red Cross	2/3/2022	Non-Profit	Naumann			25
NC Conference of District Attorneys	3/25/2022	Gov	AMC 102			50
Craven Concerts	2/19/2022	Profit	Auditorium	\$500.00	2/3/2022	278

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

Strategic Plan 2017-22

Student-Centered Experience - Assessment: Second Quarter 2022



Strategic Plan 2017-22 Assessment

Student-Centered Experience

EXECUTE THE QUALITY ENHANCEMENT PLAN

Narrative:

- Fall 2021 Enrollment – 2,699
 - 1,997 of 2,699 returned spring 2022
 - Retention rate 74%
- QEP Fall 2021 Cohort – 121
 - 102 of 121 returned spring 2022
 - Retention rate 84%

Trend Data:

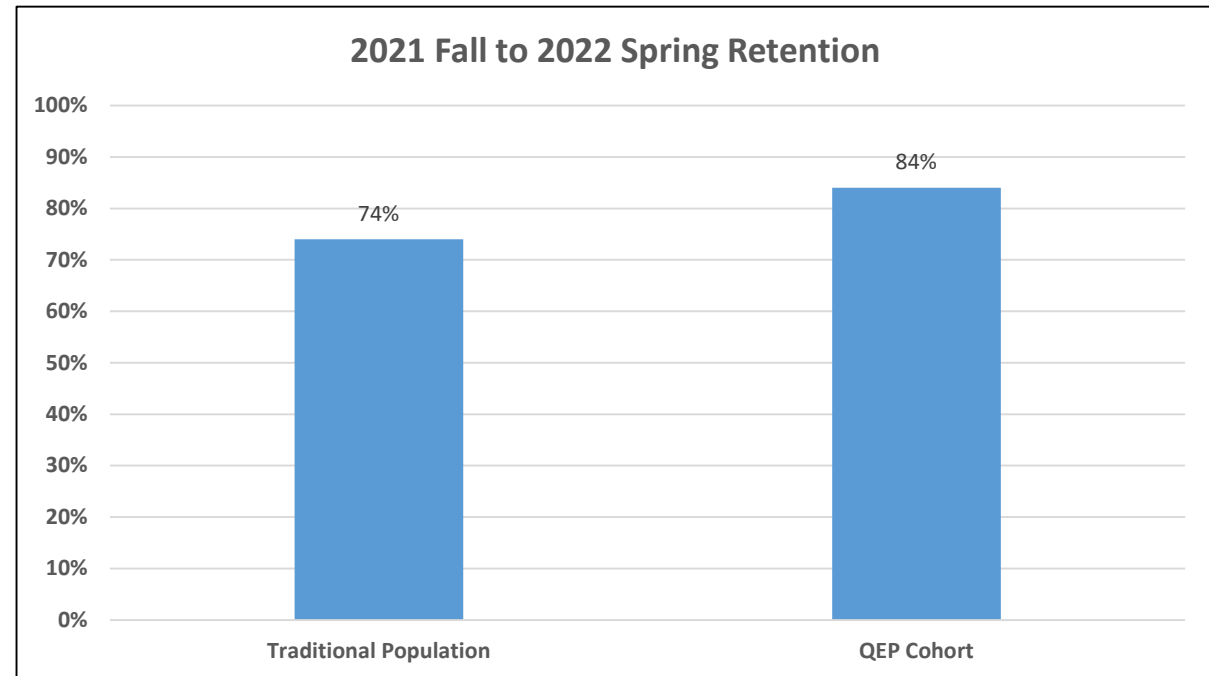


Figure 1: Fall to Spring Retention; Source: Dean, Student Services

Strategic Plan 2017-22 Assessment

Student-Centered Experience

PROVIDE COMPREHENSIVE QUALITY ACADEMIC SUPPORT SERVICES

Narrative:

- Reorganization of Academic Support Services (Spring 2022)
 - Purpose - Bring all academic support services under one Dean
 - Goal - Create seamless support services for students
 - Dean of Teaching and Learning will supervise
 - Library/Testing Services
 - Academic Support Center
 - TRIO Student Support Services
 - Distance Learning
 - Center for Teaching and Learning

Strategic Plan 2017-22 Assessment

Student-Centered Experience

IMPLEMENT “FULL-SERVICE” SUPPORT FOR ONLINE STUDENTS

Narrative:

- Full-service resources available through Panther Portal on the College’s website
 - Students gain access to Panther Portal upon admission
- Virtual Advising is an option for students to connect with an advisor if unable to come to campus

Strategic Plan 2017-22 Assessment

Student-Centered Experience

INTEGRATE CURRICULUM AND WORKFORCE DEVELOPMENT SUPPORT

Narrative:

- WFD Staff Completed Training
 - Residency Determination Service (RDS)
 - Allows WFD students to apply for short term WFD grant
 - CRM Fire Engine Red
 - Staff enters leads into system for future course offerings
- WFD Follow-up
 - 150 letters mailed to students completing courses
 - Encourage students to continue education via
 - Career Programs
 - Curriculum Courses

Strategic Plan 2017-22 Assessment

Student-Centered Experience

OPTIMIZE SERVICES AVAILABLE TO STUDENTS

Narrative:

- Counseling
 - Monthly Let's Talk Series
 - Practicing Gratitude as Coping Technique – December 2021
 - Collaborated with Promise Place - Managing Fears/Anxieties during Pandemic – February 2022
 - Collaborated with Academic Support Center - Setting Goals - March 2022
 - Cross Campus Collaboration addressing Surviving and Thriving - April 2022
- Panther Food Pantry
 - 104 students received assistance – AY 2021-2022
 - International Paper
 - Donated \$1,000 grant - December 2021
 - Hosted diaper drive celebrating Women's History Month
 - 37 boxes of diapers and wipes were donated



Strategic Plan 2017-22 Assessment

Student-Centered Experience

OFFER PREDICTABLE AND STUDENT-CENTERED COURSE SCHEDULING

Narrative:

- Career and College Promise Pathway – Spring 2022
 - Havelock High School - 11 students enrolled in Nurse Aide 1
 - Summer ACA 122 online class created for HS students only
 - New Bern High School - 4 students graduating with Associate degrees
 - Consistent advising office hours at all local high schools
- WFD developed predictable core schedule aiding students in career planning
 - 2022 WFD Fire Academy – completed October 2022 – 14 students
 - CDL – Classes scheduled through October 2023
 - Barbering – Classes scheduled through May 2023


Strategic Plan 2017-22 Assessment

Student-Centered Experience

IMPROVE RESPONSIVENESS TO STUDENT QUERIES AND REQUESTS


Narrative:

- Customer Relationship Management System (CRM) – Fire Engine Red
 - Implemented - July 1, 2021
 - Interest Form is live with URL and QR codes
 - Graduation ceremony invitation sent with a dynamic response form
 - Automatic information sent to responders and reminders to those who did not respond
 - Fall 2022 Orientation Form is live
 - A Communication Plan has been developed for automatic emails, texts, and mailers to perspective students



- Do you have questions about going to college?
- Are you curious about the programs we offer?
- Are you ready to take the next step?

Scan the QR code to fill out an interest form and connect with Craven!



CRAVEN
COMMUNITY COLLEGE

Print Date: 10/2022

Strategic Plan 2017-22 Assessment

Student-Centered Experience

DEVELOP ONLINE ENROLLMENT AND PAYMENT BACK-OFFICE PROCESSES FOR WORKFORCE DEVELOPMENT AND ADULT ENRICHMENT

Narrative:

- NC Community College WFD Business Solution (Modern Campus)
 - Online instant course registration and payment
 - Full implementation expected fall 2022

Strategic Plan 2017-22 Assessment

Student-Centered Experience

MAXIMIZE TECHNOLOGIES THAT ENHANCE STUDENT EXPERIENCES

Narrative:

- Implemented “Accommodate” – online portal to request ADA accommodations
- Utilized Fire Engine Red (FER)
 - Graduation – May 14, 2022
 - Created graduation invitations rather than sending via mail
 - Students were able to sign-up to attend graduation
 - Utilized to remind students who applied for graduation
 - Utilized to gather alumni information from current graduates
 - Job Fair – May 13, 2022
 - Created invitations for Job Fair
 - Employers able to register for Job Fair
 - Employers were sent important information and reminders

Strategic Plan 2017-22 Assessment

Student-Centered Experience

REFINE REGISTRATION PROCESSES USING A STUDENT-FRIENDLY EXPERIENCE

Narrative:

- Offered to FAFSA Senior Nights
 - All local high schools
 - Assist students with application
 - General scholarship application
 - Residency Determination Status (RDS)
- Career & College Promise
 - Refined registration emails to include ADA, laptop-checkout, and tutoring services information

Strategic Plan 2017-22 Assessment

Student-Centered Experience

ENHANCE STUDENT “FIRST CONTACT”

Narrative:

- Students who complete application
 - Receive e-mail from Admissions Specialist with next steps and outstanding tasks
 - Follow-up continues until student registers or advises they will not attend
 - If they do not attend upcoming semester, they receive information at various points about upcoming semesters, etc. through Fire Engine Red
- Re-designed admission packet to include
 - Acceptance letter
 - College resources information
 - Panther sticker



WELCOME TO CRAVEN!



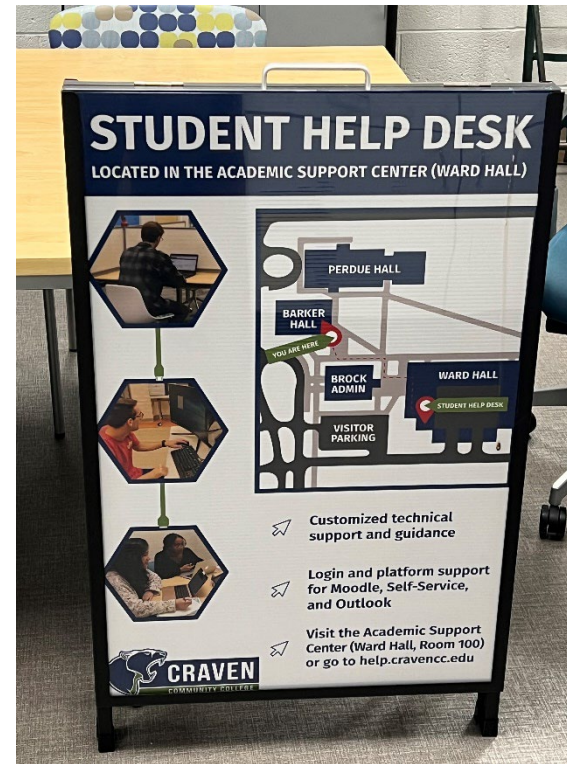
Re-designed admission packet envelope

Strategic Plan 2017-22 Assessment

Student-Centered Experience

Narrative:

- Re-designed tour sign for Prospective Students



Strategic Plan 2017-22 Assessment

Student-Centered Experience

STREAMLINE ADMISSION PROCESSES

Narrative:

- North Carolina Community College System (NCCCS) Training
 - Admissions Team training regarding application program
 - Utilize automation features in Colleague
 - Significantly streamline admissions process
 - Final stages of implementation
- The IT Department assisted in the development of work flows
 - Colleague enhancement that automatically progresses through screens/forms

Strategic Plan 2017-22 Assessment

Student-Centered Experience

USE ASSESSMENT TO INFORM CONTINUOUS IMPROVEMENT

Narrative:

- Student Opinion of Instruction
 - Administered in every curriculum class, every semester
 - WFD utilized Student Opinion of Instruction
 - FRC-East Apprenticeship classes
 - CDL classes
 - Purpose – to make changes and tailor instruction to better meet student needs
- Services Review provides student input regarding campus resources and services on an annual basis

Strategic Plan 2017-22 Assessment

Student-Centered Experience

TRACK STUDENT PROGRESS VIA ROBUST ANALYTICS

Narrative:

- Student Services tracked applications received and students enrolled

Trend Data:

	New Applicants	New Applicants Enrolled	Yield	Total Enrollment	New Students % of Total
2015FA	2558	923	36.1%	2897	31.9%
2016FA	2593	875	33.7%	2820	31.0%
2017FA	2441	977	40.0%	2991	32.7%
2018FA	2187	909	41.6%	2852	31.9%
2019FA	2189	1020	46.6%	2896	35.2%
2020FA	2038	910	44.7%	2639	34.5%
2021FA	1859	915	49.2%	2599	35.2%
2016SP	1469	408	27.8%	2868	14.2%
2017SP	1324	358	27.0%	2763	13.0%
2018SP	918	333	36.3%	2797	11.9%
2019SP	961	305	31.7%	2652	11.5%
2020SP	1180	392	33.2%	2866	13.7%
2021SP	897	358	39.9%	2475	14.5%
2022SP	1021	439	43.0%	2686	16.3%

Figure 1 Source provided by Dean, Student Services and Institutional Effectiveness

Strategic Plan 2017-22 Assessment

Student-Centered Experience

IMPLEMENT THE “DATA DASHBOARD”

Narrative:

- Comprehensive Dashboard implemented by NCCCS
- More data-focused analyst position created in Institutional Effectiveness (IE)
- Late Fall 2022 – IE to begin building new enrollment dashboard



Strategic Plan 2017-22

Student-Centered Experience

Assessment:
Second Quarter 2022



*Craven County's First Choice for
Teaching and Learning*

CravenCC.edu | 252-638-7200

CRAVEN COMMUNITY COLLEGE Foundation

memo

Board of Directors

Jacqueline B. Atkinson
Carol Becton
James B. Congleton, III
J. Brent Davis
Charles T. Dudley
Brenda George
John O. Haroldson
Tyler Harris
Carole B. Kemp
Lee E. Knott
Linda MacDonald, *Emeritus*
Ashley Martin-Irizarry
W. David McFadyen, Jr., *President*
Bettina Meekins
Jim Millard, *Treasurer*
Hannah Mitchell
Susan Moffat-Thomas
Stephen Nuckolls, *Emeritus*
The Honorable Beverly E. Perdue
Marjorie Russell
Anne C. Schout,
Vice President/President Elect
Karen Segal
Tammy Sherron
Dr. Ray Staats, *Craven CC*
President
Linster Strayhorn, III
Amy P. Wang
Craig A. Warren
Charles Wethington, *Secretary*
Whit Whitley, *Chair,*
Craven CC Trustees
Jeff Williams, *Past President*


Foundation Staff

Charles Wethington,
Executive Director
Jennifer Baer, *Director,*
Lifetime Learning Center
Christina Bowman, *Foundation*
Operations Coordinator
M Fernanda Marinkovic,
Accounting Assistant

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

To: Dr. Raymond Staats
From: Charles Wethington 
Date: 05/19/2022
Re: Craven Community College Foundation Board Re-Appointments and Appointments

Attached are biographies for the 4 individuals that were elected by the Craven Community College Foundation for appointment. I have also attached a report outlining the re-appointment requests as well as those members that will be "aging out" after reaching their term limits. I request that you forward these to the Trustees for ratification. These approvals are for the 2022 Class and are two (2) year terms.

Here is an outline of the Appointments/Re-Appointments:

Appointments:

Dr. Ginny Johnson
Martin Cieszko
Dr. Dwight Grady
Dr. Ken Wilkins

Reappointments:

John Haroldson
Linster Strayhorn
Craig Warren
Brenda George
Tyler Harris
Marjorie Russell

Lee Knott
Carol Becton
Jacqueline Atkinson
Carole Kemp
Susan Moffat-Thomas
David McFadyen

Dr. Ginny Johnson (Virginia S. Johnson, EdD) – Dr. Johnson has served on the Craven Community College Foundation Scholarship Committee for many years. She is retired after an extensive career in K-12 education throughout eastern North Carolina, including: Principal (Hertford County), NC Department of Public Instruction – Instructional Specialist and Principle Evaluator, and Director of Middle/High School Education (Carteret County Schools).

Kenneth W. Wilkins, MD – Dr. Wilkins began his medical career with New Bern Internal Medicine and Cardiology (became CCHC, 1998) practicing General Internal Medicine. He has served as the President and Chief Medical Officer for CCHC from 2017 – present.

Martin Glenn Cieszko – After being discharged as a 1st Lieutenant from the USMC, Mr. Cieszko has served as Vice President (1974-1990), President (1990-2020) and now Chairman of the Board (2019-Present) of Cieszko Construction Company in Havelock. He has served as President of the Havelock Regional Development Corporation (1996-2022) and is a Member of Committee of 100 Alliance.

Richard Dwight Grady, MD - Dr. Grady came to New Bern in 1982 and began his practice as an ENT surgeon and remained here for his entire career, retiring in 2018. He noted “Craven Community College has been and continues to be a strong supporting resource for our medical community in New Bern and surrounding counties. I certainly know the value of well-trained health care personnel.”

Here are the members that are “aging out” after 4 - two-year terms

Title	Name	Term began	Term 1 Expires	Term 2 Expires	Term 3 Expires	Term 4 Expires
Director	Brent Davis	9/22/2014	6/30/2016	6/30/2018	6/30/2020	6/30/2022
Director	Tammy Sherron	9/22/2014	6/30/2016	6/30/2018	6/30/2020	6/30/2022
IP President	Jeff Williams	4/9/2013	6/30/2015	6/30/2017	6/30/2019	6/30/2021

Jeff Williams will end his Term as Immediate Past President (per Section 6.5 of the Bylaws)

David McFadyen will remain on the Board through 6/30/2024 and serve as Immediate Past President as outlined in the Bylaws (Section 6.5)

President	David McFadyen	9/22/2014	6/30/2016	6/30/2018	6/30/2020	6/30/2022
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These individuals will need to be recommended for renewal of their terms through 6/30/2024

Director	John Haroldson	2/8/2016	6/30/2018	6/30/2020	6/30/2022	Reappoint through 6/30/2024
Director	Linster Strayhorn	2/8/2016	6/30/2018	6/30/2020	6/30/2022	Reappoint through 6/30/2024
Director	Craig Warren	2/8/2016	6/30/2018	6/30/2020	6/30/2022	Reappoint through 6/30/2024
Director	Brenda George	11/1/2016	6/30/2018	6/30/2020	6/30/2022	Reappoint through 6/30/2024
Director	Tyler Harris	11/1/2016	6/30/2018	6/30/2020	6/30/2022	Reappoint through 6/30/2024
Director	Marjorie Russell	11/1/2016	6/30/2018	6/30/2020	6/30/2022	Reappoint through 6/30/2024
Director	Lee Knott	1/1/2018	6/30/2020	6/30/2022		Reappoint through 6/30/2024
Director	Carol Becton	2/20/2018	6/30/2020	6/30/2022		Reappoint through 6/30/2024
Director	Jacqueline Atkinson	8/21/2018	6/30/2020	6/30/2022		Reappoint through 6/30/2024
Director	Carole Kemp	8/21/2018	6/30/2020	6/30/2022		Reappoint through 6/30/2024
Director	Susan Moffat-Thomas	8/21/2018	6/30/2020	6/30/2022		Reappoint through 6/30/2024
IP President	David McFadyen	9/22/2014	6/30/2016	6/30/2018	6/30/2020	Reappoint through 6/30/2024

New Nominations for 2022:

Dr. Ginny Johnson
 Martin Cieszko
 Dr. Dwight Grady
 Dr. Ken Wilkins

LEASE RATIFICATION, MODIFICATION, AND EXTENSION AGREEMENT

THIS LEASE RATIFICATION, MODIFICATION, AND EXTENSION AGREEMENT ("Agreement"), is entered into this the 14 day of June, 2022, by and between THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE ("Lessee"), and SEYMOUR FARMS, INC. ("Lessor").

WITNESSETH:

WHEREAS, Lessor and Lessee executed a Lease dated February 29, (the "Lease"), wherein Lessor leased to Lessee certain real property described and depicted on Exhibit A to this Agreement ("Premises"); and,

WHEREAS, the term of the Lease expired by its terms on February 28, 2016 at 11:59 P.M. ("Expiration Date"); and,

WHEREAS, Lessee and Lessor have mutually agreed to, and have continued to, operate after the Expiration Date as though the Lease has remained in effect; and,

WHEREAS, Lessee and Lessor have agreed to ratify the Lease by execution of this Agreement and to modify the terms and conditions of the Lease as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises, for and in consideration of the mutual promises and agreements set forth herein, and for and in consideration of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Lessor and Lessee hereby ratify the Lease and agree that it has governed the actions of the parties during the period following the Expiration Date and the rights and remedies of the parties shall be determined as though the current Lease has remained in full force and effect during the period from the Expiration Date to the date of this Agreement.

2. The term of the Lease for the Premises shall be extended ("Extension Term") from the date of this Agreement until 12:01 A.M. on February 28, 2036 and month to month thereafter ("Expiration Date") upon the same terms and conditions of the current Lease.

3. Lessor agrees, acknowledges, and warrants that Lessee has this date paid the entire rent due for the Premises for the entire term beginning as of February 29, 2016 until the expiration of the Extension Term as set forth herein.

IN WITNESS WHEREOF, Lessee and Lessor have executed this instrument in due and lawful manner the day and year first above written intending to be bound hereby.

(Signatures appear on the following pages)

THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE

By: *Robert E. Whitley Jr.*
Robert E. Whitley Jr., Chairman

Craven County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

Robert E. Whitley, Jr.

Date: June 14, 2022
Cynthia G. Ensley
Signature of Notary Public
(Official Seal)

Cynthia G. Ensley, Notary Public
Printed or typed name

My commission expires: 9-15-2023



SEYMOUR FARMS, INC.

By:

Frank Seymour, President

Pitt County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Frank Seymour.

Date: April 6, 2022
Lauren Gerhart

Signature of Notary Public
(Official Seal)

Lauren Gerhart, Notary Public
Printed or typed name

My commission expires: 10/17/23

ND: 4878-3040-7952, v. 1

LAUREN GERHART
Notary Public, North Carolina
Pitt County
My Commission Expires
October 17, 2023

EXHIBIT A







STATE OF NORTH CAROLINA
COUNTY OF GREENE

LEASE

This Lease, made and entered into effective the 29th day of February, 1996, by and between SEYMOUR FARMS, INC. (hereinafter referred to as "Landlord"); and THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE (hereinafter referred to as "Tenant");

W I T N E S S E T H :

Landlord hereby leases to Tenant and Tenant hereby takes and hires from Landlord the hereinafter described premises, and in consideration of which Landlord and Tenant hereby covenant and agree upon the following terms and conditions of said Lease:

1. PREMISES - The premises consist of a tract of land consisting of an area of approximately 500 feet by 500 feet located on North Carolina Secondary Road 1140 in Greene County, North Carolina, and as more particularly shown on Exhibit A attached hereto and incorporated herein by reference. Landlord and Tenant agree that until Tenant notifies Landlord that Tenant intends to commence construction of the Tower Improvements (as hereinafter defined), Landlord shall have the right to continue its use of the Premises. Furthermore, Landlord and Tenant agree that once Tenant has completed construction of the Tower Improvements (as hereinafter defined), Tenant shall release from this Lease that portion of the Premises which Tenant determines is not necessary for the continued use and operation of the Tower Improvements.

2. TERM - The initial term of this Lease shall be from 12:01 a.m. on March 1, 1996 to 11:59 p.m. on February 28, 2016.

3. EXTENDED TERM - Tenant shall have the right to extend the term of this Lease for an additional ten year term provided that Tenant gives Landlord notice of its intention to extend the term of this Lease at least one (1) year prior to the expiration of the initial term of this Lease. The extended term shall commence at the expiration of the initial term and terminate at 11:59 p.m. on the final date of the extended term.

4. RENT - Tenant shall pay to Landlord during the term of this Lease rent in the amount of One Dollar (\$1.00) per year. By execution of this Lease, Landlord acknowledges receipt of the rental charges for the full initial term of the Lease.

Furthermore, once the Tower Improvements are constructed, Tenant shall offer Landlord space on the tower to place one two-way antenna for Landlord's use; provided, however, such use shall be subject to all of the following provisions: a. the location of the space on the tower shall be determined by Tenant; b. Landlord's use of the space shall be subject to all of the existing rules and regulations regarding use of space on the tower established by Tenant and any regulatory authority; c. Landlord shall be responsible for obtaining any and all permits and licenses which may be required for use of the space; d. Landlord shall be responsible for all installation costs and the installation of the antenna must be in compliance with Tenant's engineering specifications; e. Landlord's antenna must not cause interference with any other electronic transmitting or receiving equipment, and Landlord shall be responsible for making any changes in Landlord's antenna necessary to avoid interference with any other electronic transmitting or receiving equipment now or hereafter located on the tower (in the event of such interference, Landlord shall take such corrective action within seventy-two (72) hours as is necessary to eliminate such interference or Landlord shall suspend the operation of the antenna or other equipment causing such interference); and f. Landlord shall not be allowed to lease, sublease or assign Landlord's space rights or the use of Landlord's antenna on the tower to any other party. Tenant agrees to pay Landlord a one-time "signing payment" of \$100.00; provided, however, Landlord and Tenant agree that no additional "signing payments" shall be due at any other time of this Lease, including any extension of this Lease. Notwithstanding any provisions contained herein, Tenant shall have no obligation to construct the Tower Improvements, and Tenant may decide not to construct any or all of the Tower Improvements for any reason.

5. IMPROVEMENTS - Tenant shall have the right to construct improvements on the Premises, specifically including, but not being limited to, the Tower Improvements. As used in this Lease, Tower Improvements shall mean and include (individually and jointly) the radio tower of approximately 375 feet in height from the ground level, the transmitter building at or near the base of

the radio tower, three guy wire anchor locations for the radio tower, guy wires running from the guy wire anchors to the radio tower, fencing to surround the base of the tower and the transmitter building, fencing to surround the guy wire anchor locations, underground and aboveground utility lines and services, all transmitters, antennas and equipment of Tenant's, and any and all other equipment and improvements necessary or beneficial to the normal operation of a radio tower. Landlord and Tenant agree that any and all improvements and construction of or to the Premises, including but not limited to the Tower Improvements, shall remain the personal property of Tenant even though such items may be affixed to the Premises, and Tenant shall have the right to remove such improvements and personal property, including but not limited to the Tower Improvements, at any time. Provided, however, Landlord and Tenant agree that Tenant, at Tenant's option, may leave items which Tenant has constructed on the Premises (except for the radio tower) at the end of the term, including but not being limited to the guy wire anchor pads, the transmitter building, and the fencing, and Tenant shall have no obligation to remove such items or to restore the Premises to its original condition; however, until Tenant has notified Landlord of its release of Tenant's rights in the Tower Improvements, the Tower Improvements shall remain the personal property of Tenant. Furthermore, unless the radio tower is purchased by Landlord pursuant to the right of first refusal given to Landlord in the Paragraph entitled "Right of First Refusal," then Tenant shall remove the radio tower from the Premises on or before the expiration of this Lease (including any extensions).

6. TAXES - During the Lease, Tenant shall be responsible for and shall pay all ad valorem taxes and assessments on the Tower Improvements, and Landlord shall be responsible for and shall pay all ad valorem taxes and assessments on the Premises.

7. UTILITIES AND SERVICES - Tenant shall be responsible for and shall pay all charges for utilities and services in connection with Tenant's occupancy of the Premises. Tenant shall have the right to have aboveground or underground utility lines run from the right of way of NCSR 1140 to the Tower Improvements.

8. CASUALTY INSURANCE - Landlord shall keep the Premises insured to the extent that Landlord shall deem necessary to protect Landlord's interest in the Premises. Tenant shall keep the Tower Improvements insured to the extent that Tenant shall deem necessary to protect Tenant's interest in the Tower Improvements.

9. LIABILITY INSURANCE - Tenant agrees to and shall indemnify and hold harmless Landlord from any claim or loss incurred by Landlord arising from any personal injury, property damage or other matter arising out of Tenant's use or occupancy of the Premises. In addition, Tenant shall maintain for the benefit of Landlord and Tenant, general liability insurance protecting Landlord and Tenant against any claim or claims for damage arising by reason of injury, death, or damage occasioned in, upon, or adjacent to the Premises, such insurance to protect Landlord and Tenant jointly and severally, and in the combined single limit amount of at least \$1,000,000.00. Each policy effecting such coverage shall designate Landlord, Landlord's mortgagee, if any, and Tenant as insureds as their respective interests may appear, and shall contain a clause that the insurer will not cancel or modify the insurance coverage without first giving Landlord a minimum of thirty (30) days' advance written notice by certified mail.

10. USE - Tenant may use the Premises for the construction, maintenance, operation, and removal of the Tower Improvements and related uses.

11. DAMAGE OR DESTRUCTION - If the improvements constructed on the Premises by Tenant shall be damaged or destroyed by the elements or other casualty, or the Premises or a portion of the Premises shall be taken by eminent domain, Tenant shall have the option of terminating this Lease upon six months prior notice after such damage, destruction or taking has occurred.

12. DEFAULT - In the event Tenant fails to cure or to commence to cure any default of Tenant in any of the terms or conditions of this Lease to be observed or performed by Tenant within six months (6) months after notice thereof and thereafter to proceed diligently to cure such default, then Landlord shall have the right to terminate this Lease. Notwithstanding such

termination, Tenant shall have twelve (12) months from the date of termination to remove the Tower Improvements from the Premises. In the event Tenant has not removed the Tower Improvements from the Premises at the end of the twelve (12) month period after termination, Landlord may remove the Tower Improvements from the Premises and place them in storage at Tenant's expense. Landlord agrees that the Tower Improvements held by Landlord shall be held subject to an obligation to hold and protect such property for disposition by the Federal Government. Furthermore, Landlord agrees to and hereby does subordinate any rights or liens Landlord may now or hereafter have in the Tower Improvements to the rights and liens of the Federal Government. In the event this Lease is terminated due to a default by Tenant, Tenant shall be liable to Landlord for all reasonable expenses Landlord may incur in holding the Tower Improvements for Tenant and/or the Federal Government.

13. FEDERAL LIEN - Landlord and Tenant acknowledge that the Tower Improvements are the property of Tenant and will remain the property of Tenant. PTFP/NTIA, as the funding agency for the Tower Improvements, retains a ten year lien on the Tower Improvements and may at any time repossess the Tower Improvements should Tenant fail to comply with the grant conditions imposed upon Tenant under its grant with PTFP/NTIA.

14. QUIET ENJOYMENT - Landlord warrants and represents to Tenant that Landlord has full right and power to execute this Lease and that Tenant, upon payment of the rent and performance of the terms and conditions contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease.

15. ENVIRONMENTAL - Landlord warrants to Tenant that the property is free from any environmental contamination, and Landlord shall not do or allow anything to be done on the Premises which would result in any environmental contamination. Tenant certifies to Landlord that Tenant shall not do or allow anything to be done on the Premises which would result in any environmental contamination. Landlord agrees to indemnify and hold harmless Tenant from and against any and all costs Tenant may incur due to any presently existing environmental contamination and any future

environmental contamination caused by Landlord. Tenant agrees to indemnify and hold harmless Landlord from and against any and all costs Landlord may incur due to any environmental contamination caused by Tenant. The indemnities set forth in this Lease expressly shall inure to the benefit of Landlord and Tenant and their heirs, successors, and assigns and shall survive the expiration or termination of this Lease.

16. NOTICE - Any notice between Landlord and Tenant hereunder shall be in writing and shall not be effective, any law or statute to the contrary notwithstanding, unless the same shall be hand-delivered or forwarded by the United States Postal Service, registered or certified, with return receipt requested, to the party being notified at the address hereinafter specified.

Any such notice given by United States Postal Service shall be deemed given and sufficient upon receipt, refusal or non-delivery after three (3) days if addressed to:

Landlord: Seymour Farms, Inc.
Post Office Box 808
Snow Hill, North Carolina 28580

Tenant: The Trustees of Craven Community
College
800 College Court
New Bern, North Carolina 28562

Attn: President

The addresses hereinabove set forth may be changed from time to time by notice as provided herein.

17. IDENTITY OF INTERESTS - The execution of this Lease or the performance of any act or acts pursuant to the provisions hereof shall not be deemed to have the effect of creating between Landlord and Tenant any relationship of principal and agent, partnership, or relationship other than that of landlord and tenant.

18. SEVERABILITY - In the event that any term or condition of this Lease or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder thereof and the application of said term or condition to any other circumstance or situation shall not

be affected thereby, and each term and condition of this Lease shall be valid and enforceable to the full extent permitted by law.

19. PARAGRAPH HEADINGS - The paragraph headings used in this Lease are for convenience of reference only and shall not be considered terms of this Lease.

20. GRAMMATICAL USAGE - Throughout this Lease, references to the neuter gender shall be deemed to include the masculine and feminine, the singular the plural, and the plural the singular as indicated by the context in which used.

21. GOVERNING LAW - This Lease shall be performed in the State of North Carolina, and Landlord and Tenant agree, notwithstanding the principles of conflicts of law, that the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Lease. Further, Landlord and Tenant agree that any action relating to this Lease shall be instituted and prosecuted in the courts of the County of Greene, State of North Carolina, and Landlord and Tenant each consent to the jurisdiction of said courts and waive any right or defense relating to such jurisdiction and venue.

22. ENTIRE AGREEMENT - This Lease contains the entire agreement and understanding between Landlord and Tenant, and there are no oral understandings, terms, or conditions, and neither Landlord nor Tenant has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms, and conditions are merged in this Lease.

23. MODIFICATION - This Lease may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification, or discharge is sought.

24. DUPLICATE ORIGINALS - This Lease is executed in duplicate originals; and both Landlord and Tenant acknowledge receipt of one such original, agree that the duplicate originals hereof are identical, and further agree that either original shall be admissible in any proceeding, legal or otherwise, without the production of the other such original.

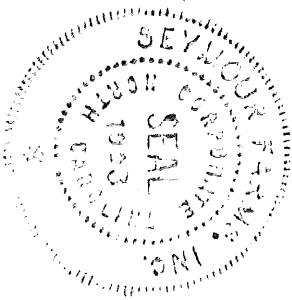
25. RIGHT OF FIRST REFUSAL - At least nine months prior to the final expiration of this Lease (including any extensions), Tenant shall give notice to Landlord of the price at which Tenant would sell Landlord the radio tower, and Landlord thereupon shall have the right of first refusal to purchase the radio tower from Tenant at such price and upon such terms. Landlord's right of first refusal shall expire if not exercised by notice thereof to Tenant within sixty (60) days following the foregoing notice from Tenant. In the event that this right of first refusal shall not be exercised by Landlord or otherwise shall expire or terminate, Landlord agrees to execute and deliver to Tenant an instrument evidencing the expiration of the aforesaid right of first refusal. In the event Landlord does not exercise such right of first refusal, Tenant shall remove the radio tower from the Premises on or before the expiration of this Lease (including any extensions).

IN TESTIMONY WHEREOF, Seymour Farms, Inc. has caused this instrument to be executed under seal and in such form as to be binding, all by authority of its Board of Directors first duly given, and The Trustees of Craven Community College has caused this instrument to be executed under seal and in such form as to be binding, all by authority of its Board of Trustees first duly given, all effective the day and year first above written.

LANDLORD:

SEYMOUR FARMS, INC.

By: C. V. Se
President



Attest:

Linda Cheryl Seymour
Secretary

TENANT:

THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE

BY: [Signature]
Chairman

ATTEST:

[Signature]
Secretary

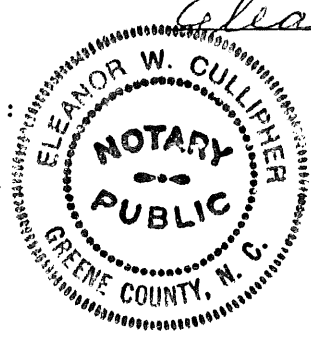
STATE OF NORTH CAROLINA
COUNTY OF Greene

I, Eleanor W. Cullipher, a Notary Public in and for said County and State, do hereby certify that on the 29th day of Feb., 1996, before me personally appeared GEORGE FRANK SEYMOUR, III with whom I am personally acquainted, who, being by me duly sworn, says that he is President and that LINDA O. SEYMOUR is Secretary of SEYMOUR FARMS, INC., the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal; that the name of the corporation was subscribed thereto by the said President; that the said President and Secretary subscribed their names thereto and the said common seal was affixed, all by authority of the Board of Directors of said corporation; and that the said instrument is the act and deed of said corporation.

WITNESS my hand and notarial seal, this the 29th day of Feb., 1996.

Eleanor W. Cullipher
Notary Public

My Commission Expires:
1-1-2000



STATE OF NORTH CAROLINA
COUNTY OF Yadlow

I, Hester W. Segar, a Notary Public in and for said County and State, do hereby certify that on the 1st day of March, 1996, before me personally came Donald Heath who, being by me duly sworn, says that he/she is Chairman and that Lewis S. Redd is Secretary of THE TRUSTEES OF CRAVEN COMMUNITY COLLEGE, the body corporate or politic described in and which executed the foregoing instrument; that he/she knows the common seal of said body corporate or politic; that the seal affixed to the foregoing instrument is said common seal; that the name of the body corporate or politic was subscribed thereto by the said Chairman; that the said Chairman and Secretary subscribed their names thereto and that the said common seal was affixed, all by authority of the governing board of said body corporate or politic; and that said instrument is the act and deed of said body corporate or politic.

WITNESS my hand and notarial seal, this the 1st day of March, 1996.

Hester W. Segar
Notary Public

My Commission Expires:

3/30/98

WSMAIN\174272.4

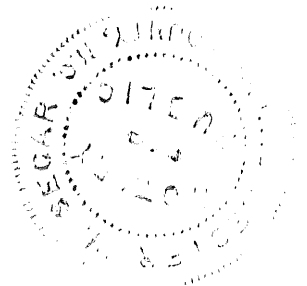


EXHIBIT A

WILLIAM NEWSOM DAVIS
PROPERTY
D.B. 270 P. 236
LOT 2
3rd TRACT

GREENE COUNTY
WAYNE COUNTY

N.C.S.R. NO. 1705
TO U.S.

ROAD

NO.

1140

M 21° 59' 30" E
100.00'
RAIL MID-PAYMENT

M 36° 28' 44" E
100.03'
RAIL MID-PAYMENT

M 36° 28' 44" E
100.04'
RAIL MID-PAYMENT

M 34° 34' 29" E
100.04'
RAIL MID-PAYMENT

M 32° 38' 00" E
100.01'
RAIL MID-PAYMENT

M 27° 55' 48" E
99.99'
RAIL MID-PAYMENT

M 22° 24' 38" E
100.00'
RAIL MID-PAYMENT

M 20° 46' 02" E
153.56'
RAIL MID-PAYMENT

M 20° 33' 30" E
151.88'
RAIL MID-PAYMENT

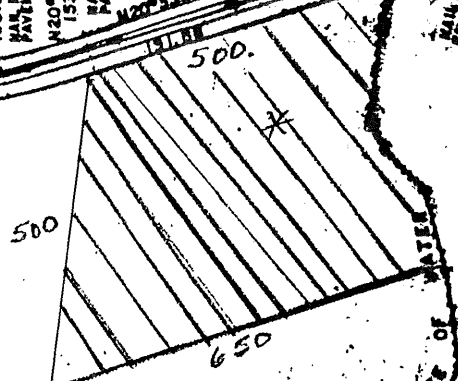
M 20° 00' 00" E
151.11'
RAIL MID-PAYMENT

M 16° 30' 00" E
54.17'
RAIL MID-PAYMENT

M 16° 30' 00" E
162.60'
RAIL MID-PAYMENT

M 56° 31' 59" E
289.08'
RAIL MID-PAYMENT

M 56° 31' 59" E
290.16'
RAIL MID-PAYMENT



JOSIAH C. EXUM ETAL
PROPERTY
D.B. 349 P. 501
1st TRACT

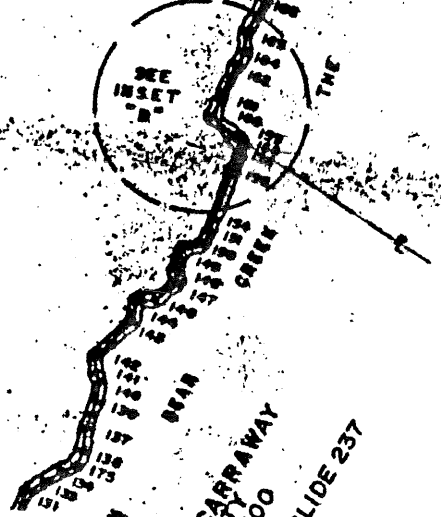
PORTION OF THE MAP
RECORDED IN MAP BOOK 22
PAGE 304 IN THE OFFICE OF
REGISTER OF DEEDS OF GREENE
COUNTY.

THE HATCHED AREA SHOWS THE LEASED
PROPERTY.

ROAD R.O.W.'S
D.W.'S

LAKE & ROAD R.O.W.'S

SEE
INSET
"B"



**CRAVEN COMMUNITY COLLEGE
BOARD OF TRUSTEES
2022-2023 MEETING SCHEDULE**

<u>DATE OF MEETING</u>	<u>TIME</u>	<u>EVENT</u>	<u>LOCATION</u>
JULY 2022		No meeting in July	
AUGUST 2022			
Tuesday, August 16	5:30 pm - 7:30 pm	Aug BOT Meeting (refreshments)	Ward Boardroom
SEPTEMBER 2022			
Tuesday, September 20	5:30 pm - 7:30 pm	Sep BOT Meeting (refreshments)	Ward Boardroom
OCTOBER 2022			
Tuesday, October 18	5:00 pm - 5:45 pm	Dinner with Students	Naumann Community Room
	6:00 pm - 8:00 pm	Oct BOT Meeting	Ward Boardroom
NOVEMBER 2022		No meeting in November	
DECEMBER 2022			
Tuesday, December 13	5:30 pm - 7:30 pm	Dec BOT Meeting (refreshments)	Ward Boardroom
JANUARY 2023		No meeting in January	
FEBRUARY 2023			
Tuesday, February 21	5:30 pm - 7:30 pm	Feb BOT Meeting (refreshments)	Ward Boardroom
MARCH 2023			
Tuesday, March 21	5:00 pm - 5:45 pm	Dinner with Students	Naumann Community Room
	6:00 pm - 8:00 pm	Mar BOT Meeting	Ward Boardroom
APRIL 2023			
Tuesday, April 18	5:30 pm - 7:30 pm	Apr BOT Meeting (refreshments)	Ward Boardroom
MAY 2023		No meeting in May	
JUNE 2023			
Wednesday, June 7	9:00 am - 1:00 pm	Annual Board Retreat	TBD
Wednesday, June 7	1:00 pm - 3:00 pm	Jun BOT Meeting	TBD
NOTE: If you are unable to attend any meeting, please contact Amber Smith.			
Knowing attendance helps with set-up, food ordering, and establishing a quorum.			

PERSONAL OBSERVANCE LEAVE

Legal Authority: NCGS 143A-4, 143B-4 (EO 262, 6/6/2022); NCGS 126-4; 1C SBCCC 200.94(a)(20)

Approved: DRAFT June 14, 2022

Previous Editions: none

PERSONAL OBSERVANCE LEAVE

The College employs a robust and diverse workforce, reflecting the multiple cultural and religious communities within our region. The College provides up to eight hours of fully paid leave to eligible employees for a day of observance to utilize on a day of personal significance, including days of cultural or religious importance.

Eligibility for Personal Observance Leave

Full-time regular administrator, faculty, and staff employees are eligible for one day (up to eight hours) per calendar year.

Part-time (≥ 20 hours per week) regular administrator and staff employees are eligible for one day per calendar year, with the number of hours available being pro-rated based on the number of scheduled hours worked versus full time.

Temporary employees and adjunct faculty/instructors are not eligible for Personal Observance Leave.

Use of Personal Observance Leave

Personal Observance Leave must be used in a single day of scheduled work. Employees may use Personal Observance Leave for any day of personal significance. This includes, but is not limited to, days of cultural or religious importance. The day used for Personal Observance Leave does not have to be a day from the employee's own religious or cultural background.

Personal Observance Leave may be taken by an employee only upon authorization by the employee's immediate supervisor. The College, to the greatest extent possible, will allow employees to use the leave at the time requested. However, the supervisor or other manager may require that the Personal Observance Leave be taken at a time other than the one requested, based on the needs of the College.

Supervisors should not require a justification from the employee to utilize the Personal Observance Leave.

Employees may use Personal Observance Leave in conjunction with other types of authorized leave with the exception of sick leave.

Initial and Annual Crediting of Personal Observance Leave

All current employees will be initially credited with Personal Observance Leave on August 19, 2022, based on their employment classification on that date. Subsequent changes in status to or from full-time/part-time status will not affect the amount of leave credited. Leave must be used on or before December 31, 2022. Unused leave is not carried forward and is forfeited.

On January 1 of each year, all current employees will be credited with Personal Observance Leave based on their employment classification as that date. Subsequent changes in status to or from full-time/part-time status during the calendar year will not affect the amount of leave credited. Leave must be used on or before December 31 of that calendar year. Unused leave is not carried forward and is forfeited.

New employees will be initially credited with Personal Observance Leave on their first day of employment based on their employment classification. This initial leave must be used on or before December 31 of that calendar year. Unused leave is not carried forward and is forfeited.

Employees transferring from other institutions that award Personal Observance Leave and those employees previously separated from the College will be credited with Personal Observance Leave on their first day of employment based on their employment classification, provided they have not previously used Personal Observance Leave during the current calendar year. Leave must be used on or before December 31 of that calendar year. Unused leave is not carried forward and is forfeited.

Employees transferring from the College to another eligible institution may transfer Personal Observance Leave, subject to the receiving institution's Policies and limitations, which may preclude such transfer.

Additional Limitations on Personal Observance Leave

Personal Observance Leave has no cash value and cannot be converted into retirement credit. Employees shall not be paid for unused Personal Observance Leave at separation. This leave shall not be payable upon the death of an employee during College service.

Personal Observance Leave cannot be applied to existing negative leave balances and cannot be donated under the Voluntary Shared Leave Policy.

Personal Observance Leave may not be used for the same purposes as sick leave.



State of North Carolina

ROY COOPER
GOVERNOR

June 6, 2022

EXECUTIVE ORDER NO. 262

**EMPLOYEE LEAVE TO RECOGNIZE
A DAY OF CULTURAL, RELIGIOUS, OR PERSONAL SIGNIFICANCE**

Celebrating North Carolina's Diverse Workforce

WHEREAS, the undersigned is committed to making North Carolina state government a competitive employer, capable of recruiting, retaining, and supporting top talent to serve North Carolinians; and

WHEREAS, North Carolina state government employs a robust and diverse workforce, reflecting the multiple cultural and religious communities of our State; and

WHEREAS, North Carolina state government celebrates its culturally and religiously diverse workforce, viewing diversity as central to the achievement of a high-performance organization; and

Juneteenth in North Carolina

WHEREAS, June 19th, or Juneteenth, sometimes referred to as National Freedom Day, Emancipation Day, or Juneteenth Independence Day, became a day of celebration and the oldest known commemoration of the abolition of sanctioned slavery in the United States; and

WHEREAS, each year, organizations and individuals throughout North Carolina and our nation celebrate African American heritage, history, freedom, and culture with events and ceremonies that reflect the power of community, family, art, and tradition in the face of oppression, through the celebration of Juneteenth; and

WHEREAS, Juneteenth National Freedom Day is recognized by Session Law 2007-450 in the State of North Carolina, but like several other cultural and religious days of observance, it is not a paid holiday for state employees; and

WHEREAS, the State of North Carolina encourages residents to observe Juneteenth as an opportunity to reflect, rejoice, and plan for a brighter future as we continue to address racial injustices in our society; and

Executive Branch Employees and Paid Time Off

WHEREAS, state employees celebrate a myriad of cultural observances, such as Juneteenth, Día de los Muertos, Indigenous People's Day, Kwanzaa, and Lunar New Year; and

WHEREAS, state employees celebrate a myriad of religious observances, such as Ash Wednesday, Diwali, Greek Orthodox Easter, Holi, Ramadan, Rosh Hashanah, and Yom Kippur; and

WHEREAS, state employees should have the flexibility to recognize a day of personal significance, such as cultural or religious celebrations; and

WHEREAS, Eligible State Employees (as defined below) will—for the duration and under the terms of this Executive Order and any policy issued under this Executive Order—be eligible to receive up to an additional eight (8) hours of paid Personal Observance Leave (as defined below) for any single day of personal significance, such as days of cultural and religious importance; and

WHEREAS, for these reasons, it is reasonable for the Office of State Human Resources (“OSHR”) to allow Eligible State Employees up to an additional eight (8) hours of paid Personal Observance Leave to use in their discretion for any single day of personal significance, such as days of cultural or religious importance; and

WHEREAS, this Personal Observance Leave is available for all Eligible State Employees from all cultural and religious backgrounds, and without any questioning of whether an employee’s identification of a particular day for Personal Observance Leave is sincere and legitimate; and

Statutory Authority and Determinations

WHEREAS, pursuant to Article III of the Constitution of North Carolina and N.C. Gen. Stat. §§ 143A-4 and 143B-4, the Governor is the chief executive officer of the State and is responsible for formulating and administering the policies of the executive branch of state government; and

WHEREAS, pursuant to N.C. Gen. Stat. § 147-12, the Governor has the authority and duty to supervise the official conduct of all executive and ministerial officers; and

WHEREAS, pursuant to N.C. Gen. Stat. § 143B-10(j)(3), the head of each principal state department and the Director of OSHR may adopt policies, consistent with law and with rules established by the Governor and with rules of the State Human Resources Commission (“Commission”), which reflect internal management procedures within each department, including policies governing the conduct of employees of the department; and

WHEREAS, pursuant to N.C. Gen. Stat. § 126-4, the Commission shall establish state human resources rules and policies subject to approval of the Governor; and

WHEREAS, pursuant to N.C. Gen. Stat. § 126-4, the Commission has established that “[a]dministration of the leave program within the scope of established policy shall be the responsibility of the agency head,” 25 N.C. Admin. Code 01E .0101; and

WHEREAS, pursuant to N.C. Gen. Stat. § 126-4, the Commission has established the state rules on equal employment opportunity plans and programs, 25 N.C. Admin. Code 01E .0101 et seq., along with the state Equal Employment Opportunity Policy, and these rules and policies direct agencies to promote initiatives for diversity and inclusion at all occupational levels of the state government workforce.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED**:

Section 1. Personal Observance Leave for State Employees.

It shall be the policy of the Office of the Governor and Cabinet Agencies, as defined herein, to provide up to eight (8) hours of fully paid leave to all Eligible State Employees. As detailed below, this leave is for Eligible State Employees to utilize on any single day of personal significance, such as days of cultural or religious importance.

The undersigned directs and authorizes the Director of OSHR, on behalf of Cabinet Agency heads, to issue a Policy consistent with this Executive Order. The Policy may establish further details to implement this Executive Order. The Policy may be amended in the future by the Director, after consultation with the Office of the Governor. Any changes to the Policy may be made without amendment to this or any other Executive Order.

Section 2. Details of Leave.

- a. **Applicability.** The Policy and the leave specified therein shall apply automatically only to Cabinet Agencies. All other state agencies are encouraged to voluntarily adopt this Policy or similar policies to promote the recruitment and retention of a diverse and inclusive workforce. Other state agencies may adopt the Policy by sending a letter or email to the Chief Deputy Director of OSHR.
- b. **Definitions.** For purposes of this Executive Order, the following terms have the following meanings:
 - i. **Cabinet Agencies** — Those agencies that are part of the Governor's Office or are headed by members of the Governor's Cabinet.
 - ii. **Eligible State Employee** — A full-time, part-time (half-time or more), permanent, probationary, or time-limited employee of a Cabinet Agency or other participating agency. Temporary employees, part-time employees who work less than half-time, interns, and contractors shall not be eligible for Personal Observance Leave.
 - iii. **Participating Agency** — An agency that chooses to adopt the Policy under this Executive Order, by notification to OSHR.
 - iv. **Policy** — The policy that the undersigned directed to be issued in Section 1 of this Executive Order.
 - v. **Personal Observance Leave** — Leave provided under the terms of this Executive Order and the Policy.
- c. **Amount of Leave.** Eligible State Employees shall be awarded up to eight (8) hours of Personal Observance Leave. Full-time employees will receive eight (8) hours. Part-time employees, if eligible, will receive a prorated amount based on their number of hours compared to a full-time schedule.
- d. **Use of Leave.** Personal Observance Leave is a form of management-approved leave, provided under the following terms:
 - i. All hours of Personal Observance Leave must be used on a single day of scheduled work. Employees may use Personal Observance Leave for any day of personal significance. This includes, but is not limited to, days of cultural or religious importance.
 - ii. Personal Observance Leave may be taken by an employee only upon authorization by the employee's supervisor.
 - iii. Supervisors should not require a justification from the employee to utilize the Personal Observance Leave.
 - iv. The day used for Personal Observance Leave does not have to be a day from the employee's own religious or cultural background.
 - v. The Policy will establish the date when Personal Observance Leave can begin to be used.
- e. **Renewal of Leave.** The initial Personal Observance Leave discussed in this Executive Order will expire on December 31, 2022. Subject to any amendments to the Policy, on January 1 of each calendar year, Eligible State Employees will receive a new eight (8) hours of Personal

Observance Leave that will be available for use until December 31 of that calendar year. Part-time employees, if eligible, will receive a prorated amount based on their number of hours compared to a full-time schedule. Any unused leave at the end of the calendar year will expire and will not transfer to the following year.

- f. No Cash Value. Personal Observance Leave shall have no cash value. If the employee does not use all Personal Observance Leave before it expires, the employee will not receive any premium pay. Employees will not be paid for unused Personal Observance Leave upon separation from their employment.

Section 3. No Private Right of Action.

This Executive Order is not intended to create, and does not create, any individual right, privilege, or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the State of North Carolina, its agencies, departments, political subdivisions, or other entities, or any officers, employees, or agents thereof, or any other person.

Section 4. Savings Clause.

If any provision of this Executive Order or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or application of this Executive Order, which can be given effect without the invalid provision or application. To achieve this purpose, the provisions of this Executive Order are declared to be severable.

Section 5. Miscellaneous.

- a. This Executive Order does not apply to counties, municipalities, political subdivisions, local government agencies, or private entities.
- b. State entities other than Cabinet Agencies are encouraged but not required to follow this Executive Order.
- c. This Executive Order is effective immediately. This Executive Order shall remain in effect until repealed, replaced, or rescinded by future Executive Order of the Governor.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 6th day of June in the year of our Lord two thousand and twenty-two.



Roy Cooper
Governor

ATTEST:



Elaine F. Marshall
Secretary of State



**RESOLUTION TO IMPLEMENT NC GOVERNOR COOPER'S
EXECUTIVE ORDER 257, DATED MAY 4, 2022**

WHEREAS, Governor Roy Cooper has issued Executive Order 257, wherein the Governor established an incentive program for Cabinet Agency employees to receive eight hours of paid leave as an incentive for receiving a Covid-19 booster vaccination shot; and

WHEREAS, the Executive Order encouraged all North Carolina governmental entities outside the Cabinet Agencies to implement a similar incentive policy; and

WHEREAS, the Board of Trustees, wishes to extend benefits of Executive Order 257 to College employees.

THEREFORE, BE IT RESOLVED, by the Board of Trustees, that President Raymond W. Staats is authorized to draft and implement a personnel policy, consistent with Executive Order 257, that provides for up to eight hours of paid leave to eligible employees who, on or before August 31, 2022, provide documentation of receiving a Covid-19 booster vaccination shot.

Approved this 14th day of June, 2022.

A handwritten signature in black ink, appearing to read 'R. Whitley Jr.', is written over a horizontal line.

Robert E. Whitley Jr., Chair
Board of Trustees



State of North Carolina

ROY COOPER
GOVERNOR

May 4, 2022

EXECUTIVE ORDER NO. 257

ESTABLISHING AN INCENTIVE PROGRAM TO ENCOURAGE STATE EMPLOYEES TO RECEIVE THEIR COVID-19 BOOSTER SHOT

WHEREAS, on March 10, 2020, the undersigned issued Executive Order No. 116, 34 N.C. Reg. 1744-1749 (April 1, 2020), which declared a State of Emergency to coordinate the state's response and protective actions to address the Coronavirus Disease 2019 ("COVID-19") public health emergency and to provide for the health, safety, and welfare of residents and visitors located in North Carolina; and

WHEREAS, on March 13, 2020, the President of the United States issued an emergency declaration for all states, tribes, territories, and the District of Columbia, retroactive to March 1, 2020, and the President declared that the COVID-19 pandemic in the United States constitutes a national emergency; and

WHEREAS, on March 25, 2020, the President approved a Major Disaster Declaration, FEMA-4487-DR, for the State of North Carolina; and

WHEREAS, in responding to the COVID-19 pandemic, and for the purpose of protecting the health, safety, and welfare of the people of North Carolina, the undersigned has issued Executive Order Nos. 116-122, 124-125, 129-131, 133-136, 138-144, 146-153, 155-157, 161-165, 169-177, 180-181, 183-185, 195, 197-198, 200, 204-207, 209-212, 215-217, 219-221, 224-225, 228-232, 234, 236, 238-240, 244-245, 252-253, and 256; and

WHEREAS, COVID-19 continues to infect North Carolinians every day, and a State of Emergency remains in place for the purpose of maintaining the state's ability to meet challenges presented by COVID-19; and

WHEREAS, there have been more than two million six hundred fifty-nine thousand (2,659,000) cases of COVID-19 in North Carolina, and more than twenty-three thousand four hundred (23,400) people in North Carolina have died from the disease; and

WHEREAS, currently, community burden of COVID-19 is relatively low in almost all North Carolina counties, but COVID-19 has repeatedly shown the ability to mutate into new variants and produce new waves of cases from existing variants; and

WHEREAS, as a result, it is prudent for North Carolina residents and employers to take steps that will build resilience against future COVID-19 infections; and

COVID-19 Vaccinations and Booster Shots in North Carolina

WHEREAS, a COVID-19 booster shot is a subsequent dose of vaccination administered to enhance or restore protection against COVID-19, which may have waned over time after a primary series vaccination; and

WHEREAS, rigorous clinical trials have demonstrated that the FDA-authorized and approved COVID-19 vaccinations and booster shots are safe and effective in protecting individuals against severe illness, hospitalization, and death; and

WHEREAS, the U.S. Centers for Disease Control and Prevention (the "CDC") currently recommends that everyone age twelve (12) and above stay "up-to-date" on their COVID-19 vaccinations by receiving booster shots, when eligible; and

WHEREAS, COVID-19 vaccines for those age five (5) and older and COVID-19 booster shots for those age twelve (12) and older are widely available at no cost to all eligible North Carolinians, and all eligible North Carolinians are strongly encouraged to get vaccinated; and

WHEREAS, people who are vaccinated and boosted are less likely to become severely ill and die from COVID-19, and this not only benefits them, but benefits their employers by reducing lost sick time and employee death; and

WHEREAS, state employees who become infected with COVID-19 and are not vaccinated and boosted have a significantly greater chance of needing medical treatment and hospitalization than those who are vaccinated and boosted, which results in higher costs to the State Health Plan and taxpayers; and

WHEREAS, for these reasons, it is reasonable for Cabinet Agencies to encourage their employees to be vaccinated and receive booster shots, since they will protect the health of state workers, protect the health of people in state facilities, and reduce lost work time due to illness; and

WHEREAS, therefore, employees of Cabinet Agencies will—for the duration and under the terms of this Executive Order and any policy issued under this Executive Order—be eligible to receive an additional day of paid leave if they receive or have received a booster shot; and

Statutory Authority and Determinations

WHEREAS, pursuant to Article III of the Constitution of North Carolina and N.C. Gen. Stat. §§ 143A-4 and 143B-4, the Governor is the chief executive officer of the state and is responsible for formulating and administering the policies of the executive branch of state government; and

WHEREAS, pursuant to N.C. Gen. Stat. § 147-12, the Governor has the authority and the duty to supervise the official conduct of all executive and ministerial officers; and

WHEREAS, pursuant to N.C. Gen. Stat. § 143B-10(j)(3), the head of each principal state department and the Director of the Office of State Human Resources ("OSHR") may adopt policies, consistent with law and with rules established by the Governor and with rules of the State Human Resources Commission ("Commission"), which reflect internal management procedures within each department, including policies governing the conduct of employees of the department; and

WHEREAS, pursuant to N.C. Gen. Stat. § 126-4, the Commission shall establish state human resources policies and rules subject to approval of the Governor; and

WHEREAS, pursuant to N.C. Gen. Stat. § 126-4, the Commission has established that "[a]dministration of the leave program within the scope of established policy shall be the responsibility of the agency head," 25 N.C. Admin. Code 01E .0101; and

WHEREAS, pursuant to N.C. Gen. Stat. § 126-4, the Commission has established that in the case of a communicable disease emergency lasting longer than 30 days, state leave provisions

“shall be reviewed and either terminated, revised or renewed,” so that “[t]he agency head shall determine the appropriate course of action in consultation with the Governor’s Office and the State Budget Director,” 25 N.C. Admin. Code 01N .0408(a); and

WHEREAS, pursuant to N.C. Gen. Stat. § 126-4, the Commission has also established that during a communicable disease emergency, “[t]he agency head is authorized to offer competitive salaries for the duration of the emergency” and “assign employees where they are most needed and compensate them accordingly for the duration of the emergency,” 25 N.C. Admin. Code 01N .0410(c)-(d); and

WHEREAS, the North Carolina General Assembly, the Commission, and agency heads have previously authorized a number of specific incentive programs for workplace health, including paid time off for smallpox vaccinations, donating blood or bone marrow, donating organs, lactation support, or utilizing the Employee Assistance Program for mental health and wellness; and

WHEREAS, three years ago, the undersigned established a significant workplace health program at Cabinet Agencies by issuing Executive Order No. 95, 33 N.C. Reg. 2346-2349 (May 23, 2019), which provides paid parental leave to eligible agency employees; and

WHEREAS, the terms of paid parental leave were detailed in a Cabinet Agency policy issued by OSHR and, for non-cabinet agencies wishing to participate, by a pilot program policy issued by the Commission; and

WHEREAS, like the paid parental leave program, the terms of this vaccination and booster incentive may be detailed in an OSHR policy or Commission policy; and

WHEREAS, Executive Order No. 116 invoked the Emergency Management Act, and authorizes the undersigned to exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.10(b)(2), the undersigned may make, amend, or rescind necessary orders, rules, and regulations within the limits of the authority conferred upon the Governor in the Emergency Management Act; and

WHEREAS, N.C. Gen. Stat. § 166A-19.10(b)(3) authorizes and empowers the undersigned to delegate any Gubernatorial vested authority under the Emergency Management Act and to provide for the subdelegation of any authority; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.10(b)(7), the undersigned is authorized and empowered to utilize the services, equipment, supplies, and facilities of departments, offices, and agencies of the state in response to the emergency; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.30(a)(1), the undersigned may utilize all available state resources as reasonably necessary to cope with an emergency; and

WHEREAS, the dangers posed by COVID-19, and the need for resilience against COVID-19, will continue after the COVID-19 State of Emergency ends, and as a result, the workplace health incentive program established under this Executive Order will continue past the termination of that State of Emergency, pursuant to the non-emergency sources of authority described above.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED:**

Section 1. Management-Approved Leave for Boosted Employees.

It shall be the policy of the Office of the Governor and Cabinet Agencies, as defined herein, to provide eight (8) hours of fully paid leave to an Eligible State Employee who has provided the agency with documentation of receiving a First Booster for COVID-19.

The undersigned directs and authorizes the Director of OSHR, on behalf of Cabinet Agency heads, to issue a Policy consistent with this Executive Order. The Policy may establish further details to implement this Executive Order. The Policy may be amended in the future based on changes in North Carolina COVID-19 conditions, the emergence of new variants, scientific or public health developments, or the needs of the state and after consultation with the Office of the Governor and NCDHHS. Any changes to the Policy may be made without amendment to this or any other Executive Order.

Section 2. Details of Leave.

- a. **Applicability to Cabinet Agency Employees.** The policy and the benefits specified therein shall apply only to Cabinet Agencies. All other state agencies are encouraged to voluntarily adopt similar policies to incentivize individuals to obtain their First Booster.
- b. **Definitions.** For purposes of this Executive Order, the following terms have the following meanings:
 - i. **Cabinet Agencies** — Those agencies that are part of the Governor's Office or are headed by members of the Governor's Cabinet.
 - ii. **Designated Person** — A person designated by Human Resources to collect documents under the Policy, treat them confidentially, provide them to Human Resources, and (if applicable) return them to the employee.
 - iii. **Eligible State Employee** — A full-time, part-time (half-time or more), permanent, probationary, or time-limited employee of a Cabinet Agency or other agency participating in this incentive program. Temporary employees, part-time employees who work less than half-time, interns, and contractors shall not be eligible for Supplemental Leave, though they are encouraged to obtain their booster shots when eligible.
 - iv. **First Booster** — The first subsequent dose of vaccination administered to enhance or restore protection against COVID-19 which may have waned over time after a primary series vaccination. For most individuals, the primary series of vaccination is a two-dose series of an mRNA COVID-19 vaccine (Pfizer-BioNTech and Moderna) or a single dose of Janssen COVID-19 Vaccine.
 - v. **Policy** — The policy that the undersigned directed to be issued in Section 1 of this Executive Order.
 - vi. **Supplemental Leave** — Leave provided under the terms of this policy.
- c. **Documentation of First Booster.** In order to qualify for Supplemental Leave, eligible employees must submit documentation of having obtained their First Booster to the agency's Human Resources staff or to a Designated Person. To be eligible, the employee must provide this documentation on or before August 31, 2022. The First Booster may have been administered before or after the date of this Executive Order. The documentation shall meet all requirements stated in this Executive Order and in the Policy. All medical records provided to the agency shall be kept confidential.
- d. **Amount of Leave.** Eligible State Employees who provide this documentation shall be awarded eight (8) hours of Supplemental Leave. Part-time employees, if eligible, will receive a prorated amount based on their number of hours compared to a full-time schedule.
- e. **Use of Leave.** The Supplemental Leave shall be subject to the same restrictions established in the Commission rules for Other Management Approved Leave and the Commission's Other Management Approved Leave Policy. Supplemental Leave may be taken by an employee only upon authorization by the employee's supervisor, and supervisors may ask employees to take their leave at different times to ensure that there is no impact to agency services. The Policy will establish the date when Supplemental Leave can begin to be used; this date will be as soon as reasonably possible for the

Supplemental Leave to be coded and made available. Any unused Supplemental Leave will be forfeited on March 31, 2023, unless the Policy extends this date.

- f. No Cash Value. Supplemental Leave shall have no cash value. Employees will not be paid for unused Supplemental Leave upon separation from their employment.

Section 3. Miscellaneous.

- a. This Executive Order does not apply to counties, municipalities, political subdivisions, local government agencies, or private entities.
- b. State entities other than Cabinet Agencies are encouraged but not required to follow this Executive Order.

Section 4. No Private Right of Action.

This Executive Order is not intended to create, and does not create, any individual right, privilege or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the State of North Carolina, its agencies, departments, political subdivisions, or other entities, or any officers, employees, or agents thereof, or any emergency management worker (as defined in N.C. Gen. Stat. § 166A-19.60) or any other person.

Section 5. Distribution.

I hereby order that this Executive Order be: (1) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (2) promptly filed with the Secretary of the North Carolina Department of Public Safety, the Secretary of State, and the superior court clerks in the counties to which it applies, unless the circumstances of the State of Emergency would prevent or impede such filing; and (3) distributed to others as necessary to ensure proper implementation of this Executive Order.

Section 6. Effective Date.


This Executive Order is effective immediately. Except as set forth expressly above, this Executive Order shall remain in effect through March 31, 2023, unless rescinded or replaced with a superseding Executive Order, provided, however, that OSHR and participating agencies may continue to implement the Policy, and may modify the Policy per the terms of this Executive Order, following the termination or expiration of this Executive Order and the termination or expiration of the State of Emergency.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 4th day of May in the year of our Lord two thousand and twenty-two.



Roy Cooper
Governor

ATTEST:



Elaine F. Marshall
Secretary of State

