

Conflicts of Interest Statement

All Board Members are reminded of their duty under the State Government Ethics Act to avoid conflicts of interest and appearances of conflict of interest as required by this Act. Each member has received the agenda and related information for this Board of Trustees' meeting. If any board member knows of any conflict of interest or appearance of conflict with respect to any matter coming before the Board of Trustees at this meeting, the conflict or appearance of conflict should be identified at this time.

**Winston-Salem State University
Board of Trustees Meeting**

March 27, 2020

9:00 a.m.

Roll Call

Name:	Present	Not Present
1. Farmer, Kelvin (Chair)		
2. Bailey, L'Tanya		
3. Barr, Robert		
4. Bigelow, Coretta		
5. Clark, Robert		
6. Cullinan, Matthew		
7. Gibson, William		
8. Harris, William		
9. Kelly, Kathleen		
10. Moore, Brent		
11. Nostitz, Drewry		
12. Sides, Ricky		
13. Smith, Dave		

**WINSTON-SALEM STATE UNIVERSITY
MINUTES OF THE BOARD OF TRUSTEES
CLOSED SESSION
THURSDAY, DECEMBER 12, 2019
DRAFT PENDING BOARD APPROVAL**

CLOSED SESSION

The Winston-Salem State University Board of Trustees meeting came into closed session pursuant to North Carolina law to: (1) prevent the disclosure of privileged information under N.C.G.S. 143-318.11(a)(1), specifically state employee personnel records, under The Privacy of State Employee Personnel Records Act, Article 7 of chapter 126 of the North Carolina General Statutes; (2) consult with our attorney under N.C. Gen. Stat. 143-218.11(a)(3)(2) to protect the attorney-client privilege, to consider and give instructions concerning potential and actual claims, administrative procedures, or judicial actions, privilege and (3) hear or investigate a complaint, charge, or grievance by or against a public officer or employee under N.C.G.S. 143-318.11(a)(6).consider the qualifications, competence, performance, or condition of appointment of a public officer or employee or prospective public officer or employee under N.C.G.S. 143-318.11(a)(6).

A. NAMING RESOLUTION

Dr. Afolayan presented the resolution to name the Police and Public Safety Building in honor of Chief Patricia Norris. Trustee Bigelow moved to name the building. Trustee Clark seconded the motion.

Motion: Resolved, that the Winston-Salem State University Board of Trustees name the Police and Public Safety Building in honor of Chief Patricia Norris.

B. CONSENT AGENDA

1. Approval of September 20, 2019 Closed Session Meeting Minutes
2. Approval of November 6, 2019 Closed Session Meeting Minutes
3. Approval of Grievance and Appeals November 21, 2019 Called Meeting Closed Session Minutes

Trustee Harris moved approval of the consent agenda. Trustee Clark seconded the motion.

Motion: Resolved that the Winston-Salem State University Board of Trustees approved the consent agenda.

C. REPORT OF THE AUDIT COMMITTEE AND LITIGATION UPDATE

Trustee Clark introduced Attorney Brown to present the current status of pending litigation. Attorney Brown provided an update on pending grievances. No actions were taken. A copy of the litigation report can be found in the archived December 12, 2019 board materials for closed session. Trustee Clark indicated that the only report was the Litigation Report.

D. REPORT OF THE GRIEVANCE & APPEALS COMMITTEE

Trustee Harris presented the report of the Grievance and Appeals Committee. He reported the outcome of the Jesse Batten decision that was mailed on December 12, 2019.

E. MOTION TO RESUME IN OPEN SESSION

Trustee Clark moved that the board come out of closed session and resume in open session. Trustee Sides seconded the motion.

Motion: Resolved that the Winston-Salem State University Board of Trustees come out of closed session and resume in open session.

The public meeting resumed in Open Session

Respectfully submitted,

Camille Kluttz-Leach, J.D.
Assistant Secretary to the Board of Trustees

**WINSTON-SALEM STATE UNIVERSITY
BOARD OF TRUSTEES
CALLED MEETING
Thursday, January 30, 2020
1:00pm**

CALL TO ORDER

Chair Farmer called the meeting to order at 1:01pm.

CONFLICT OF INTEREST STATEMENT

Chair Farmer reminded the members of their duties and obligations under the State Government Ethics Act by reading the following statement:

All Board Members are reminded of their duty under the State Government Ethics Act to avoid conflicts of interest and appearances of conflict of interest as required by this Act. Each member has received the agenda and related information for this meeting. If any board member knows of any conflict of interest or appearance of conflict with respect to any matter coming before the Board at this meeting, the conflict or appearance of conflict should be identified at this time.

ROLL CALL

Ms. Kluttz-Leach called the roll. A quorum was established. Voting strength was 8, majority was 5, and 2/3rds was 6.

Trustees present: Kelvin Farmer (chair), Coretta Bigelow (secretary), Robert Clark, Dr. Matthew Cullinan, Brent Moore, Drewry Nostitz, Dr. Ricky Sides, and Dave Smith.

Trustees absent: Dr. L'Tanya Bailey, Robert Barr, Dr. William Harris, William Gibson, and Kathleen Kelly were absent.

BOARD OF GOVERNORS BUDGET RESOLUTION

Chairman Farmer provided an update of the BOG resolution and the potential impact of not having a state budget. Trustees discussed the resolution and potential impact to Winston-Salem State University if no budget is passed this year. Trustee Bigelow read the proposed resolution in support of the Board of Governors' resolution for discussion. A copy of the resolution is archived with the January 30, 2020 board materials.

ADJOURNMENT

With no further business, the meeting adjourned.

**Winston-Salem State University
Board of Trustee Meeting
CALLED MEETING
January 30, 2020**

1:00 p.m.

Roll Call

Name:	Present	Not Present
1. Farmer, Kelvin (Chair)	X	
2. Bailey, L'Tanya		X
3. Barr, Robert		X
4. Bigelow, Coretta	X	
5. Clark, Robert	X	
6. Cullinan, Matthew	X	
7. Gibson, William		X
8. Harris, William		X
9. Kelly, Kathleen		X
10. Moore, Brent	X	
11. Nostitz, Drewry	X	
12. Sides, Ricky	X	
13. Smith, Dave	X	

**WINSTON-SALEM STATE UNIVERSITY BOARD OF TRUSTEES
GRIEVANCE AND APPEALS COMMITTEE
OPEN SESSION MINUTES
FEBRUARY 24, 2020
DRAFT PENDING BOARD APPROVAL**

I. CALL TO ORDER

Dr. Harris called the meeting to order at 11:00am.

II. CONFLICT OF INTEREST STATEMENT

Dr. Harris read the conflict of interest statement.

All Board Members are reminded of their duty under the State Government Ethics Act to avoid conflicts of interest and appearances of conflict of interest as required by this Act. Each member has received the agenda and related information for this Board of Trustees' meeting. If any board member knows of any conflict of interest or appearance of conflict with respect to any matter coming before the Board of Trustees at this meeting, the conflict or appearance of conflict should be identified at this time.

No conflicts were noted.

III. ROLL CALL

Mrs. Cession called the roll. A quorum was established. The voting strength was 3, majority is 2, and 2/3 is 2.

IV. MOTION TO GO INTO CLOSED SESSION

Trustee Barr moved that the Winston-Salem State University Board of Trustees Grievance and Appeals Committee goes into closed session pursuant to: (1) prevent the disclosure of privileged information under N.C.G.S. 143-318.11(a)(1), specifically state employee personnel records, under The Privacy of State Employee Personnel Records Act, Article 7 of chapter 126 of the North Carolina General Statutes; (2) Consult with our attorney under N.C.G.S. 143-318.11(a)(3) to protect the attorney-client privilege or to consider and give instructions concerning a potential or actual claim, administrative procedure, or judicial action; and (3) hear or investigate a complaint, charge, or grievance by or against a public officer or employee under N.C.G.S. 143-318.11(a)(6).

Trustee Moore seconded the motion. The motion passed.

Motion: Resolved, that the Winston-Salem State University Board of Trustees Grievance and Appeals Committee

V. CLOSED SESSION

Minutes for closed session are available separately.

VI. STATEMENT REGARDING ACTIONS TAKEN WHILE IN CLOSED SESSION

Trustee Harris announced that while in closed session the board heard the grievance and appeal by Mr. Boulware

VII. MOTION TO ADOPT THE ACTION TAKEN IN CLOSED SESSION

Trustee Barr moved to adopt the action taken in closed session. Trustee Moore seconded the motion.

Motion: Resolved, that the Winston-Salem State Board of Trustees Grievance and Appeal Committee adopts the actions taken in closed session.

VII. ADJOURNMENT

Trustee Barr moved that the meeting adjourn. Trustee Moore seconded the motion. With no further business, the meeting adjourned.



RESOLUTION AUTHORIZING THE “RIGHT OF ENTRY”, CONVEYANCE, AND EASEMENT TO THE SANITARY SEWER SYSTEM INSTALLED AT THE NEW SCIENCES BUILDING PROJECT, TO THE CITY OF WINSTON-SALEM

WHEREAS, Winston-Salem State University (WSSU) is a constituent institution of The University of North Carolina, and;

WHEREAS, WSSU is constructing a new Sciences Building on Cromartie Street; and

WHEREAS, since the new building is situated on an existing city sewer line, the project has required relocation of approximately 400 linear feet of an existing 12” sewer main; and

WHEREAS, City Council has approved the Quit Claim Abandonment of City owned sewer easements for WSSU at the site of the new Sciences Building, in exchange for providing a relocated easement to the City for the newly constructed sewer extensions; and

WHEREAS, new relocated sewer lines have been constructed by WSSU as required by the City of Winston-Salem; and

WHEREAS, the City of Winston-Salem has required access to the new replacement sewer lines by way of a “Right of Entry”, to be issued by the State Property Office through WSSU; conveyance of the sewer line extension to the City of Winston-Salem; and a future easement for the sewer line extension upon completion of the plats, as indicated on Attachment A.

NOW, THEREFORE, in consideration of the premises above, the sufficiency and adequacy of which is hereby acknowledged,

BE IT RESOLVED, that the Board of Trustees of Winston-Salem State University hereby authorizes the “Right of Entry” to be granted by the State of North Carolina - State Property Office, through WSSU, to the City of Winston Salem to maintain the sanitary sewer extensions at the site of the new WSSU Sciences Building; authorizes conveyance of the sanitary sewer extension to the City of Winston-Salem; and authorizes the necessary easement as indicated on “Attachment A” for City access to the relocated sewer line extensions upon completion of the plats.

BE IT FURTHER RESOLVED that the appropriate State officials are hereby authorized to execute instruments required to complete the actions herein set forth.

This resolution shall be effective upon its adoption.

This the ____ day of _____, 2020

Mr. Kelvin Farmer
Chairman, Board of Trustees
Winston-Salem State University

Mrs. Coretta Bigelow
Secretary, Board of Trustees
Winston-Salem State University

Tax Block 0545

Lots 001A & 001B

Prepared by: City of Winston-Salem City Attorney's Office
Return after Recording to: Patty Haffner, Senior Engineering Technician, Box 5

NORTH CAROLINA)	APPLICATION
)	AND CONVEYANCE
FORSYTH COUNTY)	AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, between **Winston-Salem State University**, with its principal office located in Forsyth County, North Carolina, hereinafter referred to as the "Applicant"; and the **City of Winston-Salem**, hereinafter referred to as the "City", acting through the City/County Utility Commission, hereinafter referred to as the "CCUC", a joint agency created by the City and Forsyth County;

W I T N E S S E T H:

WHEREAS, the CCUC maintains, on behalf of the City, the public water and sanitary sewer systems located throughout the City and Forsyth County;

WHEREAS, the Applicant seeks the CCUC's permission to construct water and sanitary sewer extensions, hereinafter referred to as the "extensions", and to connect the extensions with the City's water and sewer systems as shown on map and detailed engineering drawings entitled "**Sciences Building**", prepared by Adam Carroll, P.E., a copy of which are on file in the Department of Public Works of the City of Winston-Salem, **City Project number 12285** and which, along with any amendments thereto, are incorporated herein by reference and hereinafter referred to as the "Plans";

WHEREAS, the extensions are to be located within Forsyth County and the CCUC has determined that the extensions shall promote and benefit the orderly growth and development of the City of Winston-Salem and Forsyth County, subject to the provisions of the Water and Sewerage System Policy Resolutions, adopted by the CCUC June 12, 1978, and September 28, 1981, respectively, together with subsequent amendments; and

WHEREAS, the extensions shall be constructed in accordance with the "Plans" and in accordance with all rules, regulations and laws, whether promulgated by the Federal Government, the State of North Carolina, the County of Forsyth or the City of Winston-Salem, hereinafter referred to as the "Specifications".

WHEREAS, the Applicant represents and warrants to the CCUC that it is the owner of all property abutting or having frontage along the extensions.

WHEREAS, subject to the terms and conditions contained herein, and upon the CCUC's acceptance of the extensions, all title and interest in the extensions and the adjoining right-of-ways shall automatically be conveyed to the City free and clear of any liens, claims or encumbrances.

NOW, THEREFORE, in consideration of the premises above and the following promises and obligations contained herein, the sufficiency and adequacy of which is hereby acknowledged, the parties hereto contract and agree as follows:

I. CONSTRUCTION

A. The Applicant shall, at its own risk and expense, construct or cause to be constructed the extensions - the estimated cost for the water extension being \$3,720.00, and the estimated cost for the sanitary sewer extension being \$40,430.00.

B. All Plans shall be stamped by a North Carolina Professional Engineer, approved by the CCUC and be in accordance with the applicable provisions of the CCUC's policies relating to the construction of water and sanitary sewer extensions. The Applicant shall obtain all required easements or right-of-ways in widths satisfactory to the CCUC where the Applicant does not own the land in which the extensions will be placed or where the extensions will not be located in a public right-of-way. The Applicant shall show satisfactory evidence that he has obtained and recorded with the Forsyth County Registrar of Deeds proper agreements conveying right-of-ways and that the same are free and clear of all encumbrances.

C. Applicant shall utilize a North Carolina Licensed Utility Contractor, hereinafter the "Contractor", acceptable to the CCUC, to construct the extensions. The designated Contractor shall not sublet or assign any portion of construction without the CCUC's prior written consent. The Applicant is responsible to ensure that the Contractor shall, at all times, construct the extensions in a safe and proper manner and in compliance with all applicable ordinances, statutes, rules and regulations concerning safety, including but not limited to, such applicable statutes, rules and regulations known as or issued pursuant to, the Occupational Safety and Health Act ("OSHA") (hereinafter "safety standards"). Without limiting the foregoing in any manner, safety standards concerning trenching and excavation are particularly important. The Applicant shall require the Contractor to comply with the safety standards in performing all aspects of the work subject to this Agreement. If the CCUC becomes aware of any violation of the safety standards or of any failure by the Applicant to require the Contractor to comply with the safety standards, the CCUC may, without obligation, report the Contractor's violation to the Applicant and/or any regulatory agency. It is expressly understood and agreed that neither the CCUC nor the City nor their respective officers, agents, employees or representatives shall have any obligation, duty or responsibility to inspect the work subject to this Agreement for compliance with this paragraph nor to report violations of this paragraph to the Contractor, the Applicant and/or any regulatory agency.

D. During construction, the CCUC may make periodic inspections to determine if the extensions are being constructed according to the Plans and Specifications. Such inspections, however, shall not relieve the Applicant from any obligation to perform all of the work strictly in accordance with the Plans and Specifications. In case of any disputes arising as to the materials furnished or the manner of performing the work, the CCUC shall have authority to reject materials or suspend work until the disputes have been resolved. It is further understood and agreed that the Applicant shall remove any work or materials condemned as unsatisfactory by the CCUC and shall rebuild and replace same to the standard required by the Plans and Specifications, all at his own expense and in default thereof, the same may be done by the CCUC and the costs thereof charged against the Applicant.

E. The Applicant shall not allow the use of the extensions, other than for testing purposes, or allow connections to the extensions until the extensions have been completed, inspected, accepted by the CCUC and conveyed to the City. The CCUC and the City have the complete and unfettered discretion to determine if the extensions have been properly constructed and to accept the extensions.

F. Connections to the extensions shall be made by and paid for by the Applicant or the subsequent users of the extensions. The CCUC and the City shall not, under any circumstances, be liable to or obligated to pay for or provide connections to the Applicant's extensions – even after the extensions have been completed and accepted by the City. Any connection, additions, or extensions to the herein described extensions shall be made only upon written permission of the CCUC.

G. Upon completion of the extensions and prior to the extensions being put into operation, the Applicant shall furnish to the CCUC certified, itemized and final quantities of work performed, including a certified statement from the utility contractor indicating that the contractor has been paid in full for work performed. The Applicant will also furnish to the CCUC reproducible "as-built" drawings in a form acceptable to the CCUC.

H. If applicable, the Applicant agrees that it will pay to the CCUC all expenses incurred in acquiring an easement(s) for this project, including, but not limited to, all legal expenses. The CCUC shall have the sole and unfettered discretion to determine the reasonableness and relevance of any expense incurred pursuant to the Paragraph. All personnel expenses shall be computed as follows: the employee's hourly wage times a factor of 2.5 times the number of hours worked on the project. All expenses for materials shall be computed as follows: cost plus 15%. All expenses for equipment rental shall be at the City's standard rate then in effect. Specifically with reference to legal expenses, the Applicant agrees to pay, in addition to the personnel expenses referred to herein above, all actual expenses incurred by the CCUC or the City and any claim or judgment rendered against the City as a result of any project related activities, including but not limited to, court costs, appraiser fees, expert witness fees, pre-litigation settlement, and the amount of just compensation awarded to the property owner by any final judgment entered by the court, including interest, if any. The Applicant agrees that the City Attorney shall have complete control over the process of acquiring any easement or property interest necessary or desirable for the project and any consequent litigation, and, without limiting the foregoing, in his absolute discretion, shall decide what strategy to take, what witnesses to call, what pre-litigation/litigation expenses to incur, what settlement offers to decline or recommend, and what settlement offers to make. It is, however, understood that if a tentative settlement is reached, such settlement shall be subject to the approval of the CCUC. The Applicant (1) does hereby release, discharge, and acquit the CCUC, the City and their respective officers, employees, agents, servants, independent contractors, and assigns [hereinafter referred to as the "Releasees"] of and from any and all claims, demands, sums of money, actions, rights, causes of action, obligations, and liabilities of any kind or nature whatsoever, directly or indirectly, connected with, or related to the acquisition of any easement or other property interest, whether by gift, purchase, or condemnation, necessary or desirable in connection with this project; (2) agrees to indemnify and hold the Releasees, and each of them, harmless from and against any and all claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, attorneys fees, actions and causes of action (whether or not litigation be commenced) arising from any matter released herein or in connection with any lawsuit or other proceeding brought or prosecuted contrary to the provisions of this Release; it is further agreed that upon the commencement of any such action or other proceeding, this Release may be pleaded as a defense and/or as a cross-complaint, counterclaim, cross-claim, or third-party complaint; and (3) agrees that no action will be filed by or on behalf of the Applicant, his heirs, executors, administrators, successors, or assigns with respect to any claim or right released hereby. The foregoing release shall inure to the benefit of the Releasees, their assigns, representatives, and successors, and shall be binding upon the Applicant and its assigns, representatives, and successors.

The Applicant will deposit with the CCUC the sum of the appraised cost plus \$1,500.00 for each parcel to be applied against the costs and expenses which the Applicant hereby agrees to pay as set forth herein above; said deposit shall not accrue interest. Upon the completion of this project or entry of final judgment in the event of litigation, whichever event last occurs, the CCUC shall account to the Applicant for all costs and expenses related to this project. Within thirty days following the determination of the final costs and expenses which the Applicant has agreed to pay, the City will reimburse the Applicant, or the Applicant will pay to the City, as the case may be, the difference between the amount of the deposit and the amount of such final costs and expenses.

II. ACCEPTANCE

A. Prior to the CCUC's acceptance of the extensions, the Applicant shall assign to the City, its successors and assigns, in a form that is acceptable to the City, the easements or permanent right-of-ways that are necessary to operate, maintain, repair and replace the extensions free and clear of any liens, claims or encumbrances. The Applicant shall warrant and defend title to the easements or right-of-ways against the claims of any persons whomsoever.

B. The CCUC's acceptance of the extensions shall occur only after the Applicant assigns all easements and permanent right-of-ways (see A above), submits as-built drawings acceptable to the CCUC and provides proof of payment (with itemized breakdown attached) that the utility contractor has been paid in full and construction final has been issued. Upon the CCUC's acceptance of the extensions, the extensions together with any appurtenances which are made a part thereof, shall automatically be conveyed to the City free and clear of any liens, claims or encumbrances, without the need of executing or recording an additional agreement. Should the Applicant choose to build this project in phases, the Applicant shall request the CCUC's written approval. Should the CCUC approve the request to build this project in phases, this Agreement shall remain in effect for each phase, until all phases of the project are completed.

C. The extensions shall be constructed within the right-of-ways of public streets within which the CCUC shall have the right to operate, maintain, repair and replace the extensions or that the extensions shall be constructed within permanent easements or right-of-ways that are owned by the Applicant and shall be assigned to the City, as set out above.

D. Appointment of the City as Applicant's Attorney-in-Fact. Applicant, hereby, makes, constitutes, and appoints the City, with full power of substitution, as Applicant's true and lawful attorney-in-fact, in Applicant's name, place, and stead, and for its use and benefit, such that the City, acting as attorney-in-fact for the Applicant, may execute and deliver a deed conveying the easements referenced in Paragraphs A, B, and C, above, from Applicant to City, and the City may file said deed in the Forsyth County Registry, to evidence that City has exercised its right pursuant to this contract, to obtain the contemplated easements. The foregoing power of attorney is a special and durable power of attorney, coupled with an interest; it is irrevocable, and shall survive a declaration that the Applicant is incompetent or bankrupt, the making of an assignment for the benefit of Applicant's creditors, the appointment of a receiver, guardian, or trustee for Applicant's property, and any other action affecting the status of Applicant. This power of attorney may be exercised by citing the name of the Applicant, and executing any instrument over the signature of the attorney-in-fact, acting for the Applicant.

E. Upon the CCUC's acceptance of the extensions, the Applicant shall not have any claim or ownership to the extensions and shall not have any right to charge others for connecting to the extensions.

F. Upon acceptance of the extensions by the CCUC, the Applicant warrants the parts, labor and service for any and all defects in the extensions that arise within one year following the date of the City's acceptance of the extensions.

G. Indemnification of the City. The Applicant will indemnify, hold and keep harmless the CCUC, the City and their respective officers, agents and employees from and against all claims, damages, losses and expenses - including attorney's fees - arising out of or resulting from the construction of the extensions and caused in whole or in part by any negligent or willful act or omission of the Applicant, the Applicant's Contractor(s), a subcontractor thereof, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the CCUC or the City or their respective officers, agents or employees, by any employee of the Applicant, Applicant's Contractor(s) and any subcontractor thereof, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Applicant, Applicant's Contractor(s) and any subcontractor thereof, under Workers' Compensation Acts, Disability Benefit Acts or other employee benefits acts.

Without limiting the foregoing, the provisions of Paragraph G shall apply without limitation to any claim or action in the nature of trespass, inverse condemnation, nuisance or similar claim or action for damage to real and/or personal property.

H. This Agreement may not be assigned in whole or in part, without the prior written consent of the City.

III.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed by its duly authorized representatives; and the City/County Utility Commission has approved this instrument and caused the same to be executed in the name of the City of Winston-Salem by the City/County Utilities Director, and attested by the City Secretary, all as of the day and year first above written.

WINSTON-SALEM STATE UNIVERSITY

By: _____(Seal)
Constance Mallette, Vice Chancellor

(SEAL)

ATTEST:

By: _____
Secretary/Assistant Secretary

Printed Name: _____

Printed Title: _____

CITY OF WINSTON-SALEM

By: _____
City/County Utilities Director

ATTEST:

By: _____
City Secretary

Approved as to form and legality this
_____ day of _____, 20____.

By: _____
City Attorney

_____, _____
STATE COUNTY

This _____ day of _____, 20____, personally came before me, _____, a Notary Public of _____, County _____ (Secretary or Assistant Secretary), who being by me duly sworn, says that he/she knows the Common Seal of _____ Winston-Salem State University and is acquainted with _____ Constance Mallette, who is the Vice Chancellor of Winston-Salem State University, and saw the Vice Chancellor sign the foregoing or annexed instrument, and saw the Common Seal of Winston-Salem State University affixed to said instrument by Vice Chancellor, and that he/she, the _____ (Secretary or Assistant Secretary), signed his/her name in attestation of the execution of said instrument in the presence of said Vice Chancellor of Winston-Salem State University.

I certify that I am not a party to the attached instrument.

WITNESS my hand and notarial seal, this the _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

<---- (SEAL)

NORTH CAROLINA - Forsyth County

I, _____, a Notary Public of Forsyth County, North Carolina, do hereby certify that Melanie Johnson personally appeared before me this day and acknowledged that she is the City Secretary of the City of Winston-Salem, a municipal corporation, and that by authority duly given and as the act of the said municipal corporation, the foregoing instrument was signed in its name by its City/County Utilities Director, sealed with its Corporate Seal, and attested by her as its City Secretary.

WITNESS my hand and notarial seal, this the _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

Tax Block 0545

Lots 001A & 001B

Prepared by: City of Winston-Salem City Attorney's Office
Return after Recording to: Patty Haffner, Senior Engineering Technician, Box 5

NORTH CAROLINA)	APPLICATION
)	AND CONVEYANCE
FORSYTH COUNTY)	AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, between **Winston-Salem State University**, with its principal office located in Forsyth County, North Carolina, hereinafter referred to as the "Applicant"; and the **City of Winston-Salem**, hereinafter referred to as the "City", acting through the City/County Utility Commission, hereinafter referred to as the "CCUC", a joint agency created by the City and Forsyth County;

WITNESSETH:

WHEREAS, the CCUC maintains, on behalf of the City, the public water and sanitary sewer systems located throughout the City and Forsyth County;

WHEREAS, the Applicant seeks the CCUC's permission to construct water and sanitary sewer extensions, hereinafter referred to as the "extensions", and to connect the extensions with the City's water and sewer systems as shown on map and detailed engineering drawings entitled "**Sciences Building**", prepared by Adam Carroll, P.E., a copy of which are on file in the Department of Public Works of the City of Winston-Salem, **City Project number 12285** and which, along with any amendments thereto, are incorporated herein by reference and hereinafter referred to as the "Plans";

WHEREAS, the extensions are to be located within Forsyth County and the CCUC has determined that the extensions shall promote and benefit the orderly growth and development of the City of Winston-Salem and Forsyth County, subject to the provisions of the Water and Sewerage System Policy Resolutions, adopted by the CCUC June 12, 1978, and September 28, 1981, respectively, together with subsequent amendments; and

WHEREAS, the extensions shall be constructed in accordance with the "Plans" and in accordance with all rules, regulations and laws, whether promulgated by the Federal Government, the State of North Carolina, the County of Forsyth or the City of Winston-Salem, hereinafter referred to as the "Specifications".

WHEREAS, the Applicant represents and warrants to the CCUC that it is the owner of all property abutting or having frontage along the extensions.

WHEREAS, subject to the terms and conditions contained herein, and upon the CCUC's acceptance of the extensions, all title and interest in the extensions and the adjoining right-of-ways shall automatically be conveyed to the City free and clear of any liens, claims or encumbrances.

NOW, THEREFORE, in consideration of the premises above and the following promises and obligations contained herein, the sufficiency and adequacy of which is hereby acknowledged, the parties hereto contract and agree as follows:

I. CONSTRUCTION

A. The Applicant shall, at its own risk and expense, construct or cause to be constructed the extensions - the estimated cost for the water extension being \$3,720.00, and the estimated cost for the sanitary sewer extension being \$40,430.00.

B. All Plans shall be stamped by a North Carolina Professional Engineer, approved by the CCUC and be in accordance with the applicable provisions of the CCUC's policies relating to the construction of water and sanitary sewer extensions. The Applicant shall obtain all required easements or right-of-ways in widths satisfactory to the CCUC where the Applicant does not own the land in which the extensions will be placed or where the extensions will not be located in a public right-of-way. The Applicant shall show satisfactory evidence that he has obtained and recorded with the Forsyth County Registrar of Deeds proper agreements conveying right-of-ways and that the same are free and clear of all encumbrances.

C. Applicant shall utilize a North Carolina Licensed Utility Contractor, hereinafter the "Contractor", acceptable to the CCUC, to construct the extensions. The designated Contractor shall not sublet or assign any portion of construction without the CCUC's prior written consent. The Applicant is responsible to ensure that the Contractor shall, at all times, construct the extensions in a safe and proper manner and in compliance with all applicable ordinances, statutes, rules and regulations concerning safety, including but not limited to, such applicable statutes, rules and regulations known as or issued pursuant to, the Occupational Safety and Health Act ("OSHA") (hereinafter "safety standards"). Without limiting the foregoing in any manner, safety standards concerning trenching and excavation are particularly important. The Applicant shall require the Contractor to comply with the safety standards in performing all aspects of the work subject to this Agreement. If the CCUC becomes aware of any violation of the safety standards or of any failure by the Applicant to require the Contractor to comply with the safety standards, the CCUC may, without obligation, report the Contractor's violation to the Applicant and/or any regulatory agency. It is expressly understood and agreed that neither the CCUC nor the City nor their respective officers, agents, employees or representatives shall have any obligation, duty or responsibility to inspect the work subject to this Agreement for compliance with this paragraph nor to report violations of this paragraph to the Contractor, the Applicant and/or any regulatory agency.

D. During construction, the CCUC may make periodic inspections to determine if the extensions are being constructed according to the Plans and Specifications. Such inspections, however, shall not relieve the Applicant from any obligation to perform all of the work strictly in accordance with the Plans and Specifications. In case of any disputes arising as to the materials furnished or the manner of performing the work, the CCUC shall have authority to reject materials or suspend work until the disputes have been resolved. It is further understood and agreed that the Applicant shall remove any work or materials condemned as unsatisfactory by the CCUC and shall rebuild and replace same to the standard required by the Plans and Specifications, all at his own expense and in default thereof, the same may be done by the CCUC and the costs thereof charged against the Applicant.

E. The Applicant shall not allow the use of the extensions, other than for testing purposes, or allow connections to the extensions until the extensions have been completed, inspected, accepted by the CCUC and conveyed to the City. The CCUC and the City have the complete and unfettered discretion to determine if the extensions have been properly constructed and to accept the extensions.

F. Connections to the extensions shall be made by and paid for by the Applicant or the subsequent users of the extensions. The CCUC and the City shall not, under any circumstances, be liable to or obligated to pay for or provide connections to the Applicant's extensions – even after the extensions have been completed and accepted by the City. Any connection, additions, or extensions to the herein described extensions shall be made only upon written permission of the CCUC.

G. Upon completion of the extensions and prior to the extensions being put into operation, the Applicant shall furnish to the CCUC certified, itemized and final quantities of work performed, including a certified statement from the utility contractor indicating that the contractor has been paid in full for work performed. The Applicant will also furnish to the CCUC reproducible "as-built" drawings in a form acceptable to the CCUC.

H. If applicable, the Applicant agrees that it will pay to the CCUC all expenses incurred in acquiring an easement(s) for this project, including, but not limited to, all legal expenses. The CCUC shall have the sole and unfettered discretion to determine the reasonableness and relevance of any expense incurred pursuant to the Paragraph. All personnel expenses shall be computed as follows: the employee's hourly wage times a factor of 2.5 times the number of hours worked on the project. All expenses for materials shall be computed as follows: cost plus 15%. All expenses for equipment rental shall be at the City's standard rate then in effect. Specifically with reference to legal expenses, the Applicant agrees to pay, in addition to the personnel expenses referred to herein above, all actual expenses incurred by the CCUC or the City and any claim or judgment rendered against the City as a result of any project related activities, including but not limited to, court costs, appraiser fees, expert witness fees, pre-litigation settlement, and the amount of just compensation awarded to the property owner by any final judgment entered by the court, including interest, if any. The Applicant agrees that the City Attorney shall have complete control over the process of acquiring any easement or property interest necessary or desirable for the project and any consequent litigation, and, without limiting the foregoing, in his absolute discretion, shall decide what strategy to take, what witnesses to call, what pre-litigation/litigation expenses to incur, what settlement offers to decline or recommend, and what settlement offers to make. It is, however, understood that if a tentative settlement is reached, such settlement shall be subject to the approval of the CCUC. The Applicant (1) does hereby release, discharge, and acquit the CCUC, the City and their respective officers, employees, agents, servants, independent contractors, and assigns [hereinafter referred to as the "Releasees"] of and from any and all claims, demands, sums of money, actions, rights, causes of action, obligations, and liabilities of any kind or nature whatsoever, directly or indirectly, connected with, or related to the acquisition of any easement or other property interest, whether by gift, purchase, or condemnation, necessary or desirable in connection with this project; (2) agrees to indemnify and hold the Releasees, and each of them, harmless from and against any and all claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, attorneys fees, actions and causes of action (whether or not litigation be commenced) arising from any matter released herein or in connection with any lawsuit or other proceeding brought or prosecuted contrary to the provisions of this Release; it is further agreed that upon the commencement of any such action or other proceeding, this Release may be pleaded as a defense and/or as a cross-complaint, counterclaim, cross-claim, or third-party complaint; and (3) agrees that no action will be filed by or on behalf of the Applicant, his heirs, executors, administrators, successors, or assigns with respect to any claim or right released hereby. The foregoing release shall inure to the benefit of the Releasees, their assigns, representatives, and successors, and shall be binding upon the Applicant and its assigns, representatives, and successors.

The Applicant will deposit with the CCUC the sum of the appraised cost plus \$1,500.00 for each parcel to be applied against the costs and expenses which the Applicant hereby agrees to pay as set forth herein above; said deposit shall not accrue interest. Upon the completion of this project or entry of final judgment in the event of litigation, whichever event last occurs, the CCUC shall account to the Applicant for all costs and expenses related to this project. Within thirty days following the determination of the final costs and expenses which the Applicant has agreed to pay, the City will reimburse the Applicant, or the Applicant will pay to the City, as the case may be, the difference between the amount of the deposit and the amount of such final costs and expenses.

II. ACCEPTANCE

A. Prior to the CCUC's acceptance of the extensions, the Applicant shall assign to the City, its successors and assigns, in a form that is acceptable to the City, the easements or permanent right-of-ways that are necessary to operate, maintain, repair and replace the extensions free and clear of any liens, claims or encumbrances. The Applicant shall warrant and defend title to the easements or right-of-ways against the claims of any persons whomsoever.

B. The CCUC's acceptance of the extensions shall occur only after the Applicant assigns all easements and permanent right-of-ways (see A above), submits as-built drawings acceptable to the CCUC and provides proof of payment (with itemized breakdown attached) that the utility contractor has been paid in full and construction final has been issued. Upon the CCUC's acceptance of the extensions, the extensions together with any appurtenances which are made a part thereof, shall automatically be conveyed to the City free and clear of any liens, claims or encumbrances, without the need of executing or recording an additional agreement. Should the Applicant choose to build this project in phases, the Applicant shall request the CCUC's written approval. Should the CCUC approve the request to build this project in phases, this Agreement shall remain in effect for each phase, until all phases of the project are completed.

C. The extensions shall be constructed within the right-of-ways of public streets within which the CCUC shall have the right to operate, maintain, repair and replace the extensions or that the extensions shall be constructed within permanent easements or right-of-ways that are owned by the Applicant and shall be assigned to the City, as set out above.

D. Appointment of the City as Applicant's Attorney-in-Fact. Applicant, hereby, makes, constitutes, and appoints the City, with full power of substitution, as Applicant's true and lawful attorney-in-fact, in Applicant's name, place, and stead, and for its use and benefit, such that the City, acting as attorney-in-fact for the Applicant, may execute and deliver a deed conveying the easements referenced in Paragraphs A, B, and C, above, from Applicant to City, and the City may file said deed in the Forsyth County Registry, to evidence that City has exercised its right pursuant to this contract, to obtain the contemplated easements. The foregoing power of attorney is a special and durable power of attorney, coupled with an interest; it is irrevocable, and shall survive a declaration that the Applicant is incompetent or bankrupt, the making of an assignment for the benefit of Applicant's creditors, the appointment of a receiver, guardian, or trustee for Applicant's property, and any other action affecting the status of Applicant. This power of attorney may be exercised by citing the name of the Applicant, and executing any instrument over the signature of the attorney-in-fact, acting for the Applicant.

E. Upon the CCUC's acceptance of the extensions, the Applicant shall not have any claim or ownership to the extensions and shall not have any right to charge others for connecting to the extensions.

F. Upon acceptance of the extensions by the CCUC, the Applicant warrants the parts, labor and service for any and all defects in the extensions that arise within one year following the date of the City's acceptance of the extensions.

G. Indemnification of the City. The Applicant will indemnify, hold and keep harmless the CCUC, the City and their respective officers, agents and employees from and against all claims, damages, losses and expenses - including attorney's fees - arising out of or resulting from the construction of the extensions and caused in whole or in part by any negligent or willful act or omission of the Applicant, the Applicant's Contractor(s), a subcontractor thereof, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the CCUC or the City or their respective officers, agents or employees, by any employee of the Applicant, Applicant's Contractor(s) and any subcontractor thereof, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Applicant, Applicant's Contractor(s) and any subcontractor thereof, under Workers' Compensation Acts, Disability Benefit Acts or other employee benefits acts.

Without limiting the foregoing, the provisions of Paragraph G shall apply without limitation to any claim or action in the nature of trespass, inverse condemnation, nuisance or similar claim or action for damage to real and/or personal property.

H. This Agreement may not be assigned in whole or in part, without the prior written consent of the City.

III.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed by its duly authorized representatives; and the City/County Utility Commission has approved this instrument and caused the same to be executed in the name of the City of Winston-Salem by the City/County Utilities Director, and attested by the City Secretary, all as of the day and year first above written.

WINSTON-SALEM STATE UNIVERSITY

By: _____(Seal)
Constance Mallette, Vice Chancellor

(SEAL)

ATTEST:

By: _____
Secretary/Assistant Secretary

Printed Name: _____

Printed Title: _____

CITY OF WINSTON-SALEM

By: _____
City/County Utilities Director

ATTEST:

By: _____
City Secretary

Approved as to form and legality this
_____ day of _____, 20____.

By: _____
City Attorney

_____, _____
STATE COUNTY

This _____ day of _____, 20____, personally came before me, _____, a Notary Public of _____, County _____ (Secretary or Assistant Secretary), who being by me duly sworn, says that he/she knows the Common Seal of _____ Winston-Salem State University and is acquainted with _____ Constance Mallette, who is the Vice Chancellor of Winston-Salem State University, and saw the Vice Chancellor sign the foregoing or annexed instrument, and saw the Common Seal of Winston-Salem State University affixed to said instrument by Vice Chancellor, and that he/she, the _____ (Secretary or Assistant Secretary), signed his/her name in attestation of the execution of said instrument in the presence of said Vice Chancellor of Winston-Salem State University.

I certify that I am not a party to the attached instrument.

WITNESS my hand and notarial seal, this the _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

<---- (SEAL)

NORTH CAROLINA - Forsyth County

I, _____, a Notary Public of Forsyth County, North Carolina, do hereby certify that Melanie Johnson personally appeared before me this day and acknowledged that she is the City Secretary of the City of Winston-Salem, a municipal corporation, and that by authority duly given and as the act of the said municipal corporation, the foregoing instrument was signed in its name by its City/County Utilities Director, sealed with its Corporate Seal, and attested by her as its City Secretary.

WITNESS my hand and notarial seal, this the _____ day of _____ 20_____.

Notary Public

My Commission Expires: _____

MOTIONS TO GO INTO CLOSED SESSION

March 26, 2020

I move that we go into closed session to:

(Specify one or more of the following permitted reasons for closed sessions)

xx **Prevent the disclosure of privileged information under N.C.G.S. 143-318.11(a)(1):**

___ **State employee personnel records**, under The Privacy of State Employee Personnel Records Act, Article 7 of chapter 126 of the North Carolina General Statutes.

___ **Internal Auditor's work papers**, under Section 116-40.7 of the North Carolina General Statutes.

___ **A student's education records**, under The Family Educational Rights and Privacy Act of 1974, Public Law 93-380, as amended by Public Law 93-568.

___ **Social Security account numbers**, under The Privacy Act of 1974, Public Law 93-579, as amended by Public Law 94-455.

___ **Prevent the premature disclosure of an honorary degree, scholarship, prize or similar award under N.C.G.S. 143-318.11(a)(2)**

XX **Consult with our attorney under N.C.G.S. 143-318.11(a)(3):**

___ to protect the attorney-client privilege.

___ to consider and give instructions concerning a potential or actual claim, administrative procedure, or judicial action; if known, title of action is:

_____ v. _____

___ **Discuss matters relating to the location or expansion of business in the area served by this body under N.C.G.S. 143-318.11(a)(4).**

___ **Establish or instruct the staff or agent concerning the negotiation of the price and terms of a contract concerning the acquisition of real property under N.C.G.S. 143-318.11(a)(5).**

___ **Establish or instruct the staff or agents concerning the negotiations of the amount of compensation or other terms of an employment contract under N.C.G.S. 143-318.11(a)(5).**

___ **Consider the qualifications, competence, performance, or condition of appointment of a public officer or employee or prospective public officer or employee under N.C.G.S. 143-318.11(a)(6).**

XXX **Hear or investigate a complaint, charge, or grievance by or against a public officer or employee under N.C.G.S. 143-318.11(a)(6).**

___ **Plan, conduct, or hear reports concerning investigations of alleged criminal conduct N.C.G.S. 143-318.11(a)(7).**

Promotion and Tenure *WSSU Faculty Handbook*

Effective December 8, 2017

Friday, March 27, 2020
Board of Trustees Meeting

WINSTON-SALEM STATE UNIVERSITY



WSSU

Tenure as Defined in the *WSSU Faculty Handbook*

“Tenure refers to the conditions and guarantees that apply to a Faculty member’s employment. More specifically, it refers to the protection of a Faculty Member against involuntary suspension or discharge from employment or reduction in rank by Winston-Salem State University except upon specified grounds and in accordance with the procedures provided in in Sections VIII and Section IX and against termination of employment during the contract period as provided for in Section X in the Faculty Handbook.

(page 42)

Tenure as Defined in the *WSSU Faculty Handbook*

Permanent tenure is an employment status awarded by the Board of Trustees at Winston-Salem State University to a Faculty Member. An appointment with Permanent Tenure means continued employment for an indefinite period of time until resignation, retirement or death, unless the Faculty Member is removed from employment in accordance with procedures established in Sections VIII, IX, and IX of the Faculty Handbook.”

(page 42)

Minimum Criteria for Tenure (page 54)

1

Earned doctorate or terminal degree in field or related field from a regionally accredited institution of higher education or present evidence of comparable professional distinction in the field

2

Demonstrated professional competence relative to (1) *effective teaching*, (2) *research/scholarly/creative activity*, and (3) *service*

3

Potential for future contribution

4

Institutional needs and resources as well as adherence to the professional Code of Ethics as articulated in the *Faculty Handbook*

Overview of the Process

Tenured Senior Faculty within the academic department with recommendations via a formal vote (“Yes/No/Abstain”) to the chairperson

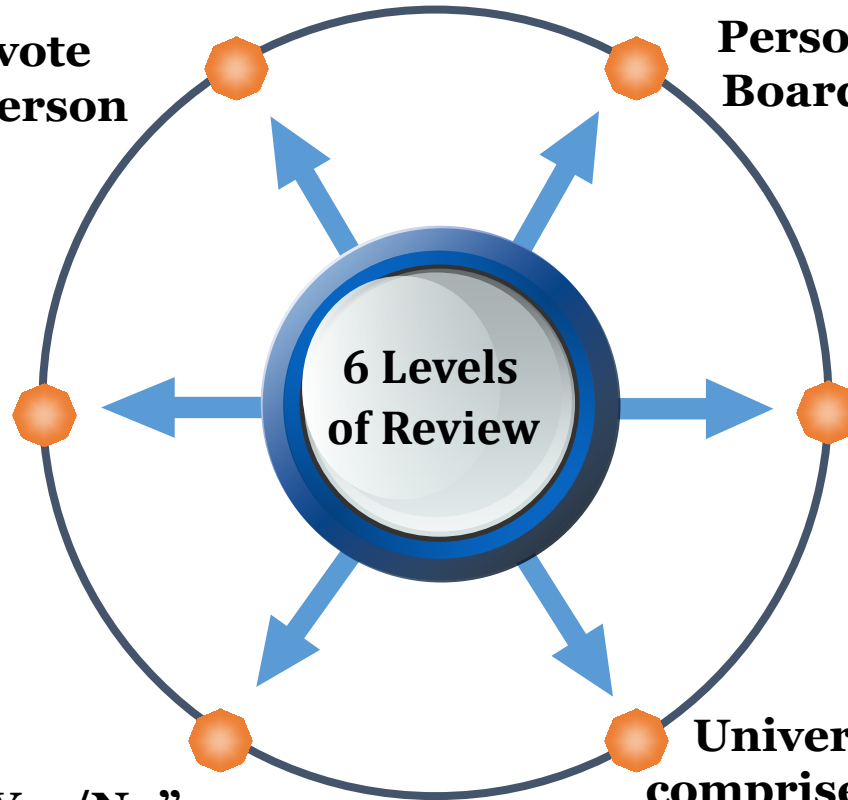
Chancellor review with favorable recommendations submitted to the Personnel and Tenure Committee of the Board of Trustees for submission to the full Board of Trustees

Department chair provides a “Yes/No” recommendation to the Academic Dean

Provost review with recommendations to the Chancellor (“Yes/No”)

Academic Dean provides a “Yes/No” recommendation to the Provost

University P&T Committee comprised of 12 Senior Faculty (9 elected/3 alternates) [formal vote]





**RESOLUTION HONORING
Mr. William B. Gibson**

WHEREAS, Mr. William B. Gibson was appointed to the Board of Trustees of Winston-Salem State University as the representative of the University Student Government Association in 2018;

WHEREAS, Mr. Gibson served on the Academic Affairs Committee, the Student Affairs Committee and the University Advancement Committee and;

WHEREAS, Mr. Gibson served with much distinction and provided sound leadership throughout his two years of service as a board member;

NOW, therefore, be it resolved that the Winston-Salem State University Board of Trustees would like to express their gratitude to Mr. William Gibson for his valuable commitment and devoted service.

This the 27th day of March, 2020

Chair, Board of Trustees, Winston-Salem State University

Chancellor, Winston-Salem State University