AGENDA
Executive Committee
ECU Board of Trustees
Multi-Purpose Room, Mendenhall Student Center
October 6, 2006

Report Items

Acted on by the Full Board since the last meeting:

--Request for Approval of Appointment of Dr. Larry M. Boyer, Director and Professor with Tenure in Academic Library Services.

--Request for Approval to Lease Out Space in the old Laupus Library for Nine Months to Pitt County Memorial Hospital.

--Request for Approval of Settlement Agreement for Blount/Eastern Realty Company Property

Discussion/Action Items

1) Approval of Minutes
   --July 25, 2006 (Full Board Meeting)
MEMORANDUM

August 3, 2006

TO:       Board of Trustees
FROM:    John Durham
          Assistant Secretary to the Board
RE:     Requests for Two Approvals

Provost Jim Smith and Vice Chancellor Kevin Seitz have asked that I seek your approval of two items:

1. A request for approval of the appointment of Dr. Larry M. Boyer as Director and Professor with Tenure in Academic Library Services. Chancellor Ballard has approved this recommendation and backup materials are attached.

2. A request for approval to lease out space in the old Laups Library for nine months to Pitt County Memorial Hospital. Background information on this request is also attached.

Please call 252-328-6105 or fax this page to us at 252-328-0129 as soon as possible to register your votes. Let me know if you have questions.

Check one for each issue:

1. _____ I approve the appointment with permanent tenure of Dr. Larry M. Boyer.

   _____ I do not approve the appointment of Dr. Boyer.

2. _____ I approve leasing space to Pitt County Memorial Hospital.

   _____ I do not approve leasing space to Pitt County Memorial Hospital.

__________________________
Signature
Office of the Provost and Vice Chancellor
for Academic Affairs
East Carolina University
Spilman Building • Greenville, NC 27858-4353
www.aa.ecu.edu

August 2, 2006

MEMORANDUM

TO: Mr. John Durham
   Assistant Secretary to the Board

FROM: James LeRoy Smith
   Provost & Vice Chancellor

RE: Request for Special Consideration
   by the Board of Trustees

John, I am writing to ask for your assistance in faxing an urgent request for
consideration, and subsequent approval, by the Board of Trustees for the
appointment of Dr. Larry M. Boyer as Director and Professor with tenure in
Academic Library Services.

As you know, the Director of Academic Library Services is a Senior Academic
and Administrative Officer, Level I, position. Appointments to these positions
require approval of the Board of Trustees, as does our recommendation that
Dr. Boyer be granted tenure. Since we would like for Dr. Boyer to begin on
September 1, 2006, and the Board is not scheduled to meet until October, we are
requesting that this request be sent to the Trustees for their consideration at the
earliest possible time.

Dr. Boyer was selected after a national search; and, as reflected on the attached
"Personnel Action Requiring Approval of the Board of Trustees" form, he has a
long and distinguished career in library administrative and has significant
experience in library services at the state and national levels. We believe
Dr. Boyer will do an outstanding job as our next Director of Academic Library
Services.

Thank you.

JLS/c
Attachment
July 31, 2006

Dr. Steve Ballard
Chancellor
East Carolina University

Dear Dr. Ballard:

I recommend that Dr. Larry M. Boyer be appointed Professor with permanent tenure in Academic Library Services, effective September 1, 2006, at an annual nine-month salary rate of $145,000.

Enclosed please find the format required by the ECU Board of Trustees.

Thank you for your consideration of this request.

Sincerely,

[Signature]

James LeRoy Smith
Provost & Vice Chancellor for Academic Affairs

JLS/cwb

Enclosure

Approved

[Signature]

Steve Ballard, Chancellor

8/1/06
Personnel Action Requiring Approval
of the Board of Trustees

This form is designed for submitting all permanent tenure requests that require BOT approval.

Name of Institution: East Carolina University

Name of Appointee: Larry M. Boyer
Department: Academic Library Services

College: ____________________________

Current Rank or Title: (if applicable) ______
Proposed Rank: Professor

Indicate Type of Action: (select all that apply)

Administrative Appointment: ☒
New Faculty Appointment: ☐
Other: (describe) ______
Distinguished Professorship:
(provide name of professorship) ______

Reappointment: ☐
Conferral of Tenure: ☒

Effective Date of Action: 9/01/06

Contract Period: Administrative Appointment: 9 mo. ☐ 12 mo. ☒
Faculty Appointment: 9 mo. ☐ 12 mo. ☐

Salary: $145,000
Source(s): __________________
State Funds: $145,000
*Non-State Funds: $ ______

*indicate Sources of non-state funds generically (i.e., grants, receipts, trust funds, endowments, medical faculty practice plan, etc.): ______

Salary Range (where applicable): $ ______ to $ ______

For ALL other actions, please complete items 1-7

Education Background: (indicate degree, date earned and institution, note additional study & training)

PhD in American Studies, 1987, Washington University, Washington, DC
MS in Library Science, 1975, Catholic University of America, Washington, DC
MA in Latin American Studies, 1971, Tulane University, New Orleans, LA
BA in International Relations, 1970, University of North Carolina at Chapel Hill, Chapel Hill, NC

1. Teaching and other professional experience: (Show inclusive dates, rank and/or title, institution or agency, and indicate first appointment at current institution with rank and any changes to date)

2001-present, Associate University Librarian (Associate Professor), Belk Library, Appalachian State University, Boone, NC


1987-1994, Head, Main Reading Room, Humanities and Social Sciences Division, Library of Congress, Washington, DC

1982-1987, Manager, Law Library, General Accounting Office, Washington, DC

2. Scholarly & Creative Activities:

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3. Prior Recommendations/Personnel Actions:
(please check appropriate responses)

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4. Membership in professional organizations:

American Library Association
Association of College and Research Libraries
Library Administration and Management Association
North Carolina Library Association
Southern Association of Colleges and Schools, Commission on Colleges

5. Professional service on campus:

**Appalachian State University**

Member, Admissions Committee, 2002-2005
Member, Council of Chairs, (Executive Committee, Member, Task Force on Faculty Evaluation) 2004--
Member, Task Force on Faculty Diversity, 2002

**Appalachian State University Library**

Member, Belk Distinguished Professor Advisory Committee, 2003--
Alternate, Departmental Personnel Committee, 2003--
Member, Diversity Committee, 2002--
Chair, Internal Building Group, 2002--
Chair, Web Committee, 2002-2005

6. Professional service off campus:

Outstanding Performance, General Accounting Office, Washington, DC, 1984
Meritorious Service Award, U.S. Army, The Pentagon, Washington, DC 1974
Ford Fellowship in Latin America Studies, Tulane University, New Orleans, LA 1970-1971
Academic Scholarship, University of North Carolina, Chapel Hill, NC, 1966-1970
TO: Board of Trustees  
FROM: Kevin Seitz

SUBJECT: Lease Consideration

DATE: August 3, 2006

We have an opportunity to provide assistance to our partners at PCMH. They have a short-term need for space to train their staff on a new computer system they are implementing (EPIC).

With the move of the Laupus Library to its new location, ECU has space available in the Brody Building to meet this short-term need. ECU’s renovation of this space is scheduled to begin in late 2007. Between now and then the space is available for PCMH’s use. We believe it is a great opportunity to be a good partner. Since there is significant lead time necessary to have this arrangement approved, I am asking you to consider and approve this lease via fax rather than waiting until the October Board meeting.

Thank you for your cooperation. If you have questions please let me know.

cc: Chancellor Ballard  
    Dr. M. Lewis  
    Mr. J. Durham
ACTION ITEM
Approval of the Resolution to lease out 5,142 square feet in the old Health Science Library within the Brody Building to Pitt County Memorial Hospital (PCMH) at a rate of $52,062.75 for nine (9) months.

BACKGROUND INFORMATION
PCMH has requested the use of 5,142 square feet in the old Health Sciences Library for its Health Span Training on a short term basis until the library's renovations begin. The term will begin on or about October 1, 2006 and end June 30, 2007. The North Carolina State Property Office has approved a fair market value rate of $13.50/SF/YR inclusive of utilities for a nine (9) month lease at $52,062.75.

RECOMMENDED ACTION
We recommend The Executive Committee members approve this request in order to expedite through the State's process. Contingent upon your approval, we will seek UNC-General Administration and Council of State approvals and execution of the lease by the Governor.
MEMORANDUM

August 21, 2006

TO:        Board of Trustees
FROM:      John Durham
          Assistant Secretary to the Board
RE:        Request for Approval

Chancellor Ballard has asked me to seek your approval of the settlement agreement regarding the Blount/Eastern Realty Co. property. A copy of the agreement is attached, along with a note from Kitty Wetherington about the key terms of the agreement.

Please call 252-328-6105 or fax this page to us at 252-328-0129 as soon as possible to register your vote. Let me know if you have questions.

Check one:

_____ I approve the settlement with the Blounts and Eastern Realty.

_____ I do not approve the settlement agreement.

__________________________
Signature
PROPOSED FINAL LAND ACQUISITION
SETTLEMENT AGREEMENT BETWEEN
ECU AND BLOUNTS/EASTERN REALTY COMPANY ("ERC")

The significant provisions in the final Settlement Agreement currently include the following:

1. ECU to pay $625,000 ($425,000 to ERC and $200,000 to the Blounts) in exchange for the Blounts/ERC providing a non-warranty deed for approximately 6.91 acres; a quit claim deed for approximately 0.79 acres; and, a broad release.

2. The following restrictions for five (5) years, or as long as the Blounts are in the house, whichever is less:

   a. ECU will only use the property for the installation, construction, maintenance, repair and/or replacement of existing or future underground utilities and above ground structures and facilities incident to those utilities. At the State’s discretion, it shall make every effort to soften the appearance of any above-ground structures which are five (5) feet or higher with landscaping; and

   b. ECU will not require the Blounts to move their five (5) foot fence currently located on ECU’s easement.
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter the "Agreement"); is entered into by and between Marvin K. Blount, Jr., and wife, Jan D. Blount (collectively referred to as "the Blounts"); Eastern Realty Company ("ERC"); and the State of North Carolina (the "State").

WHEREAS, the State, the Blounts and ERC desire to terminate a property dispute on mutually agreeable terms.

WHEREAS, East Carolina University (ECU) and the Board of Governors of The University of North Carolina, have approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Blounts, ERC and the State hereby agree to the following terms of settlement in full satisfaction of all claims or potential claims which have been, or could be, asserted by the Blounts and/or ERC against the State, ECU and the University of North Carolina, their officers, agents or employees:

I. WARRANTIES

A. The Blounts, ERC, and the State, through their duly authorized agents, warrant and represent that all parties are fully informed and have full knowledge of the terms, conditions and effects of this Agreement;

B. The Blounts, ERC, and the State, through their duly authorized agents, warrant and represent that all parties have had the opportunity to confer with counsel and have signed this Agreement freely and voluntarily and without coercion; and

C. The Blounts, ERC, and the State, through their duly authorized agents, warrant and represent to each other that no promise or inducement has been offered or made except as herein set forth, and that this Agreement is executed without reliance upon any statement or representation by any other party or its agent.

II. OBLIGATIONS

A. Contingent upon any and all necessary approvals, the State shall pay Four Hundred Twenty-Five Thousand and No/100s Dollars ($425,000.00) to ERC and Two Hundred Thousand and No/100s Dollars ($200,000.00) to the Blounts.

B. ERC shall deed to the State by a non-warranty deed the following parcel of land: a parcel of land consisting of approximately 6.91 acres (approximately 301,030.20 square feet) located south of Tenth Street, north of Fourteenth Street, with the east side abutting and adjoining the parcel containing a portion of the State’s fifty foot (50 ft.) wide permanent easement taken by eminent domain for the benefit and use of ECU in 1924, in the City of Greenville, Greenville Township, Pitt County, North Carolina, as more particularly shown and described on the survey titled “Boundary Survey For The State Of North Carolina, Property of: Eastern Realty Company,” which is incorporated herein by reference and which shall be recorded, as may be set out in greater detail in the instruments of conveyance.

C. The Blounts and ERC shall execute and provide to the State a quit claim deed for the
following parcel of land: a strip of land consisting of approximately 0.79 acres (approximately 34,514 square feet) containing a portion of the State's fifty foot (50 ft.) wide permanent easement taken by eminent domain for the benefit and use of ECU in 1924, which strip of land is located south of Tenth Street, north of Fourteenth Street, with the west side abutting and adjoining the parcel of land described above in Section II (B) and the east side abutting and adjoining property owned by Marvin Key Blount, Jr., recorded in Estate File 98-E, PG. 620, D.B. T 23, PG. 322, P.N. 1703, of Pitt County, North Carolina, in the City of Greenville, Greenville Township, Pitt County, North Carolina, as more particularly shown and described on the survey titled "50 Ft. Permanent Easement Survey East Carolina University From 10th St. To 14th St.,” and the survey titled “Boundary Survey For The State Of North Carolina, Property of: Eastern Realty Company,” which are incorporated herein by reference and which shall be recorded, as may be set out in greater detail in the instruments of conveyance.

D. The State agrees to the following time-limited restrictions on the subject properties described above is Section II(B) and Section II(C) for the period set forth below in Section II (D)(2):

1. All above-ground structures will be limited to utilities support and will be within recognized industry standards or as required by life safety codes; including, but not limited to, the following:

   (a) the maintenance, repair and/or replacement of any existing above or below ground structures, facilities and/or utilities; and,

   (b) the installation, construction, maintenance, repair and/or replacement of future underground utilities and above ground structures and facilities appurtenant to those utilities including, but not limited to, items such as cabinets, enclosures, and raised manholes. At the State’s discretion, it shall make every reasonable effort to soften the appearance of any above ground structure referenced in this subsection which is in excess of five feet (5 ft.) in height with landscaping.

2. These restrictions and obligations described in Sections II(D)(1), above, are to be in effect for only so long as Marvin K. Blount, Jr., and/or wife Jan D. Blount, reside at 1024 Rock Springs Road, Greenville, North Carolina (tax parcel #01703), or for a term of five (5) years, whichever is less.

E. The State shall allow the five foot (5 ft.) chain link fence owned by the Blounts, which is currently on the parcel of property described above in Section II (C) to remain where and as it is currently constructed for as long as Marvin K. Blount, Jr., and/or wife Jan D. Blount, reside at 1024 Rock Springs Road, Greenville, North Carolina (tax parcel #01703), or for a term of five (5) years, whichever is less; provided, however, that at any time it is necessary for the maintenance, repair and/or replacement of any existing and/or future
above or below ground structures, facilities and/or utilities, the State may remove and replace the fence at the same location at its own expense. At the conclusion of the time described in the foregoing sentence, the State may remove the existing fence or any replacement fence when it desires and, in its sole discretion, the State may place a fence at any location within the parcel of land described above in Section II (C), including on the boundary line of the Marvin Key Blount, Jr., property, Estate File 98-E, PG. 620, D.B. T 23, PG. 322, P.N. 1703 of Pitt County, North Carolina and the parcel of land described above in Section II (C). The parties acknowledge that the current location of the five foot (5 ft.) chain link fence is not an indication, mark or sign of property ownership or property boundary lines.

III. RELEASES

A. In exchange for and in consideration of the State's performance of the obligations specified in this Agreement, the Blouts and ERC do hereby release, acquit and forever discharge the State of North Carolina, the University of North Carolina and its Board of Governors, ECU and its Board of Trustees, all current and former officers, agents and employees of those entities (in both their official and individual capacities), and all successors of the above-named entities from all claims, actions, causes of action, demands, rights, damages, costs, sums of money, accounts, covenants, contracts, promises, attorney fees and all liabilities of any kind or nature whatsoever at law, in equity, or otherwise, which the Blouts and/or ERC ever had, now have, or may hereinafter acquire, arising out of any property dispute with the State and/or ECU prior to this Agreement.

B. Each party understands and agrees that this Agreement is in compromise of doubtful and disputed claims; that no covenant herein, nor the execution hereof, is to be construed as an admission of liability on the part of any party hereby released; that each party hereby released denies any liability for such claims; and that each party intends merely to avoid dispute resolution processes and fully and finally resolve such disputed claims.

IV. MISCELLANEOUS

A. This Agreement shall be binding upon and inure to the benefit of the parties and their agents, officers, employees, successors, assigns, heirs, executors, and administrators.

B. This Agreement constitutes the entire Agreement between the parties and supersedes previous discussions or agreements that the parties may have had or made regarding the settlement of their disputes.

C. If any of the provisions of the Agreement are determined to be invalid or unenforceable, that provision so determined shall be severable from the other provisions of the Agreement, and the Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been included herein.
D. It is agreed, between the parties, that this Agreement shall be governed by, construed, and enforced in accordance with laws of the State of North Carolina and that the place of this contract, its situs and forum shall be Pitt County, North Carolina, where all matters relating to the validity, construction, interpretation, and enforcement shall be determined.

V. PUBLIC RECORD

It is agreed that this Agreement is a public record which is subject to the public disclosure requirements specified in Chapter 132 of the General Statutes of North Carolina.

EAST CAROLINA UNIVERSITY

BY: [Signature]

Steve Ballard
Chancellor
Date: 8/21/06

BY: ____________________________

Stephen D. Showfety
Chair, Board of Trustees
Date: __________________________

ATTESTED TO:

BY: ____________________________

John Durham
Assistant Secretary, Board of Trustees

THE STATE OF NORTH CAROLINA

BY: ____________________________

Joseph H. Henderson,
Director, State Property Office
Date: __________________________
STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, Louise W. Brunson, a Notary Public in and for the aforesaid County and State do hereby certify that MARVIN K. BLOUNT, JR., and wife JAN D. BLOUNT, personally appeared before me this date and acknowledged the due execution of the foregoing instrument for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 20th day of August, 2006.

[Signature]
Notary Public

My Commission Expires:

[Signature] July 31, 2010
EASTERN REALTY COMPANY

BY:  

Marvin K. Blount, Jr.

Name: Marvin K. Blount, Jr.

Title: President

Date: August 20, 2006

STATE OF NORTH CAROLINA
COUNTY OF Pitt

I, Louise W. Brunson, a Notary Public in and for the aforesaid County and State, do hereby certify that Marvin K. Blount, Jr., President of the EASTERN REALTY COMPANY, a official - president personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of EASTERN REALTY COMPANY.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 20th day of August, 2006.

Louise W. Brunson
Notary Public

My Commission Expires:
July 31, 2010
Executive Committee Meeting
Executive Summary
July 25, 2006

Mr. Showfety called the committee to order at 1:50 and noted that Mr. Brody and Mr. Grezyn were absent. He asked for approval of the committee minutes of May 5, 2006. Motion was made and seconded by Mr. Redwine. Motion was approved by a voice vote.

Mr. Showfety asked Austin Bunch for an update on the Board of Visitors. Dr. Bunch introduced Robin Johnson, the new Policy Analyst for ECU and the newest member of the Chancellor’s staff. Robin spent 15 years as the Chief Education Analyst for the General Assembly.

Dr. Bunch reported on the joint Board of Trustees/Board of Visitors meeting in Raleigh on June 7, 2006 and the UNC reception held that night. Minutes of the meeting are in the Board materials and available in the office of the Assistant Secretary to the Board.

Dr. Bunch then gave a brief historical review of the Board of Visitors stating this group began their work in 1994. There are currently 41 members and 9 ex-officio members for a total of 50 and said one of the action items on today’s agenda was the election of officers. Dr. Bunch stated the Chancellor has suggested we reappoint the current officers (Doug Byrd, chair, Carl Davis, vice chair, and Robert Brinkley, secretary) and Mr. Kelly made that a motion with Mr. Butler offering a second. The motion was approved by a voice vote with no negative votes.

The next item was the nomination for Board of Visitors appointments for the class of 2010. Following discussion, Mr. Kelly moved approval of the appointments of the new members to the Board of Visitors as presented in the Board materials. Mr. Showfety seconded the motion. (The nominees are: Gerald Arnold, Bob Bird, Dr. Jim Galloway, Daniel Hardy, Mike Hughes, Richard Jones, Steve Jones, Tom Morrow, and Terry Yeagam. Biographical sheets are on file in the office of the Assistant Secretary to the Board.) Mrs. Ward asked about another nominee and Dr. Bunch responded that back-up materials had not been submitted so that name would be withheld at this time. Motion was approved by a voice vote with no negative votes.

The last item related to the Board of Visitors was an amendment to the by laws of the charter stating the following:

If for any reason other than ill health or service in the interest of the State or nation, a member fails to be physically present for three (3) successive regular meetings of the Board of Visitors, his/her place as a member shall be deemed vacant.
Mr. Kelly moved approval of the bylaw change for the Board of Visitors as presented in our Board materials and Mrs. Ward seconded the motion. Motion was approved by a voice vote with no negative votes.

Dr. Bunch thanked the Board for the actions and noted that six members of the Visitors are not currently in compliance with the revision.

Mr. Bodenhamer confirmed that the effective date of this change would be today so past attendance (or lack of attendance) would be counted with the next meeting of the Board of Visitors.

Dr. Bunch concluded his remarks by inviting the Trustees to the September 22, 2006 meeting of the Board of Visitors to be held in Greenville.

Dr. Deirdre Magee raised attention to the next action item, lifetime achievement awards in research and creative activity. Following a brief discussion, Mr. Kelly moved approval of the 2005-2006 Lifetime Achievement Award in Research and Creative Activity for Professor James McCubrey and the Five-Year Achievement Award in Research and Creative Activity for Professors Derek Alderman and Reide Corbett and he further moved approval of the Distinguished Professor for Microbiology and Immunology Award for Dr. McCubrey.

Mr. Tipton seconded the motion and it was approved by a voice vote with no negative vote.

Faculty Chair Mark Taggart was available for input on revisions to Appendix C and Appendix D of the ECU Faculty Manual.

Mr. Showfety asked if this was an on-going process or was an approval item on an annual basis. Following further discussion, Mr. Kelly moved approval of the changes as presented in the Board materials. Mr. Hill seconded the motion and it was approved by a voice vote with no negative votes.

Chairman Showfety concluded the meeting of the Executive Committee and asked that the full meeting of the ECU Board of Trustees come to order.

Transcribed by Linda B. June-Fowler and Respectfully submitted by

APPROVED: ____________________________
Stephen D. Showfety
Chairman

John Durham
Assistant Secretary to the Board of Trustees