AGENDA
Executive and Audit Committee
Board of Trustees Meeting
February 24, 2006

Report Items

Acted on by the Full Board since the last meeting:

--Request for Right of Way for Moye Boulevard Relocation
--Request for Approval of Settlement Agreement for Sallye McKee
--Cardiovascular Naming Proposal

Acted on by the Executive and Audit Committee since the last meeting:

--Approval of Tenure Recommendation for Dr. John R. Placer, Professor and Chair, Department of Computer Science, College of Technology and Computer Science.

Discussion/Action Items

1) Approval of Minutes
   --December 16, 2005 (Full Board Meeting)
   --January 20, 2006 (Conference Call)
2) ECU Automobile Policy
3) Agreement for Police Cooperation and Extended Jurisdiction
4) Out of State Scholarships
5) BOT Members Elected to Endowment Fund Board
6) Centers and Institutes Policy
7) Internal Audit Quarterly Report
   Internal Audit Reports (Stacie Tronto)
8) BOT Retreat
9) Possibility of Separate Audit Committee
10) Resolution for Former BOT Chairs
11) ECU Advertising
MEMORANDUM

To: Board Members

From: John Durham
Assistant Secretary to the Board

Date: January 12, 2006

Subject: Right of Way for Moye Boulevard Relocation

Rather than wait for the February Board meeting, I write to seek your approval to grant the City of Greenville right-of-way for the Moye Boulevard relocation project. Approval is recommended by Chancellor Ballard and Vice Chancellor Seitz.

As you may recall, the Board endorsed the Moye Boulevard relocation plan at the July 19 meeting. The right-of-way item was initially placed on last month’s Board meeting agenda, but was delayed to allow ECU staff members to resolve issues with PCMH regarding the temporary closing of Moye and traffic rerouting. Those issues have now been resolved.

Background information is attached. Please review this recommendation, register your vote below, and return by faxing to 252-328-0129.

Should you have any questions regarding this recommendation, please call me at 252-328-6105 or Vice Chancellor Seitz at 252-328-6975.

Thank you.

[Signature]

____ Yes, I approve the right-of-way grant
____ No, I do not approve

[Signature] [date]
Moye Boulevard Rights-of-Way

The recommended action would grant the City of Greenville right of way for the Moye Boulevard relocation, consisting of ±0.058 acres (±2,516 SF) at the southwest corner of property containing the offices of the ECU Medical Foundation on Moye Boulevard.

In the Moye Boulevard relocation plan, the City will revert part of the abandoned Moye Boulevard right of way to ECU, ±0.30 acres (±13,050 SF) adjacent to the Leo Jenkins Cancer Center, Family Medicine Center and other facilities. Access to and from Moye Boulevard from this driveway will be maintained after relocation.

Both rights of way will be transferred at no charge.

BACKGROUND INFORMATION
The relocation of Moye Boulevard by the City of Greenville is necessary for the siting of the Cardiovascular Institute at PCMH.

This right of way transfer has an insignificant impact to the ECU Medical Foundation property. After reversion of the right of way on the section of Moye Boulevard in front of the Leo Jenkins Cancer Center, it will result in a net property gain by ECU.

The ECU Board of Trustees approved the relocation of Moye Boulevard at the July 19, 2005 meeting. The Greenville City Council approved at the December 5, 2005, meeting.

Contingent on Board approval, ECU staff will seek approvals from the Council of State and Governor via the State Property Office.
MEMORANDUM

TO: Members of the ECU Board of Trustees

FROM: John Durham
       Assistant Secretary to the Board of Trustees

DATE: January 23, 2006

RE: Settlement Agreement for Sallye McKee

As we discussed last week, Chancellor Ballard has asked that I seek your approval of the proposed settlement agreement for Sallye McKee. He recommends your approval.

A copy of the proposed agreement is attached. Dr. McKee has agreed to the terms.

Please call 252-328-6105 or fax this page to us at 252-328-0129 as soon as possible.

Please let me know if you have questions on this matter.

Check one:

_____ I approve the terms of the settlement agreement for Sallye McKee.

_____ I do not approve the terms of the settlement agreement for Sallye McKee.

__________________________________________
Signature
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by and between Dr. Sallye C. McKee (Dr. McKee), and East Carolina University (ECU), a state-supported institution of higher education and constituent member of The University of North Carolina, acting by and through its authorized officials, Dr. Steve Ballard, Chancellor, and Stephen D. Showfety, Chair of the ECU Board of Trustees (hereinafter the "Agreement");

WHEREAS, Dr. McKee was employed as Assistant to the Chancellor for Institutional Diversity in the Chancellor's Division at ECU at an annual salary of $145,000.00 plus benefits; and

WHEREAS, ECU and Dr. McKee desire to terminate their employment relationship on mutually agreeable terms.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Dr. McKee and ECU 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 Dr. McKee against ECU and the University of North Carolina, their officers, agents or employees:

I. WARRANTIES

A. Dr. McKee and ECU, through its duly authorized agents, warrant and represent that both parties are fully informed and have full knowledge of the terms, conditions and effects of this Agreement;

B. Dr. McKee and ECU, through its duly authorized agents, warrant and represent that both parties have had the opportunity to confer with counsel and have signed this Agreement freely and voluntarily and without coercion;

C. Dr. McKee and ECU, through its 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. Dr. McKee agrees to resign her position with ECU effective the date of her signature on this Agreement. Dr. McKee shall address her resignation letter to Dr. Steve Ballard, Chancellor, and the letter shall be delivered simultaneously to ECU with the signed Agreement.

B. ECU agrees that it will pay Dr. McKee sixty (60) days severance pay beginning January 23, 2006. In the event Dr. McKee does not obtain other employment during this initial sixty
(60) days of severance pay, Dr. McKee will receive severance pay for an additional sixty (60) days or until she obtains other employment, whichever sooner occurs. Dr. McKee shall immediately notify ECU if she obtains other employment. During the time in which Dr. McKee receives severance pay, she will continue to receive all employee benefits to which she is currently entitled.

C. The parties acknowledge that each will not disparage the other and that ECU will provide Dr. McKee a neutral employment reference in compliance with State law.

III. RELEASES

A. In exchange for and in consideration of ECU’s performance of the obligations specified in this Agreement, Dr. McKee does 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 Dr. McKee ever had, now has, or may have, for all events and occurrences arising out of her employment with ECU prior to the date of this Agreement.

B. Each party understands and agrees that this Agreement is in compromise of doubtful and disputed claims; that no covenant herein 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.

C. Release of Age Discrimination Claims: In compliance with the Age Discrimination in Employment Act (ADEA) as amended by the Older Worker’s Benefit Protection Act of 1990 (OWBPA) (collectively, "those Acts"), Dr. McKee acknowledges by her signature below that, consistent with the releases described in this Agreement, she is knowingly and voluntarily waiving her rights under those Acts and releasing the entities listed in Section III(A) from liability for any violations of those Acts. More specifically, Dr. McKee acknowledges with respect to the rights and claims waived and released in this Agreement under the ADEA and OWBPA that:

1. She has read and understands this Agreement;

2. She was given at least twenty-one (21) calendar days from the date this Agreement was initially presented to her to consider whether to accept or reject the terms of the Agreement and that any decision to sign the Agreement before the end of that period
was knowingly and voluntarily made and was not induced by ECU through fraud, misrepresentation, or threat to withdraw or alter the Agreement prior to the expiration of the twenty-one (21) day period. To the extent Dr. McKee signs this Agreement in less than twenty-one (21) days, she hereby knowingly and voluntarily waives any right she has to twenty-one (21) days;

3. She was advised in writing, via this Agreement, that she has the right, and has been encouraged, to consult with an attorney of her choosing; she was afforded sufficient time to undertake such consultation prior to executing this Agreement; and she has, in fact, consulted with an attorney before signing this Agreement;

4. She is releasing all the entities and persons noted in Section III (A) of this Agreement from, among other things, any claims of age discrimination under the ADEA or OWBPA;

5. She understands that the release of age discrimination claims contained in this Agreement does not cover any rights or claims that may arise after the date of this Agreement;

6. She understands that this Agreement shall not become effective or enforceable until seven (7) calendar days after she has signed the Agreement and that either party may revoke this Agreement within seven (7) calendar days after signing it. Dr. McKee may revoke this Agreement within seven (7) calendar days by delivering to the Office of the Chancellor of ECU a notice of her decision to revoke and by returning to ECU any sums paid her under the terms of this Agreement. ECU may revoke this Agreement within seven (7) calendar days by delivering a notice to Dr. McKee's counsel; and

7. In exchange for her waiving her rights under this Agreement, she has or will receive from ECU good and valuable consideration, including money, beyond that to which she would have been entitled in the absence of her Agreement to waive her rights.

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: ____________________________  Approval as to form:
    Steve Ballard
    Chancellor

BY: ____________________________
    Stephen D. Showfety
    Chair, Board of Trustees

ATTESTED TO:

BY: ____________________________
    John Durham
    Assistant Secretary, Board of Trustees

Dr. Sallye C. McKee

_______________________________
Date: ___________________________
MEMORANDUM

TO: ECU Board of Trustees
FROM: John Durham  
Assistant Secretary to the Board
DATE: February 1, 2006
RE: Cardiovascular Naming Proposal

Chairman Showfety and Robbie Hill, chair of the Health Sciences Committee, have asked me to seek your approval of the proposal below, which was approved by the Health Sciences Committee on Tuesday.

By way of background, the name “East Carolina Heart Institute” is endorsed by Dr. Ranny Chitwood and by senior administrators at Pitt County Memorial Hospital. The new name is proposed as an overall title for the cardiovascular center. The two institutions – ECU and PCMH – would have the opportunity to add separate names if they desired, although separate names would not be required.

If you have questions or need more information, please feel free to contact Mr. Hill (252-523-9094, ext. 2208) or Dr. Michael Lewis (252-744-2984).

PROPOSAL: The East Carolina University Board of Trustees changes the name of the “Eastern Carolina Cardiovascular Institute” to the “East Carolina Heart Institute” and authorizes the Chancellor to negotiate with the chief executive officer of University Health Systems of Eastern Carolina to amend the Enhanced Cardiovascular Services Agreement dated August 1, 2004, to reflect this change.

Please fax your response to 252-328-0129 or call 252-328-6105 as soon as possible to register your vote.

_____ I approve of the name “East Carolina Heart Institute.”

_____ I do not approve.

________________________
signature
MEMORANDUM
Via fax

TO: Members of the Executive and Audit Committee
   Stephen D. Showfety
   David S. Brody
   Robert J. Grezczyn
   Robert O. Hill, Jr.
   Michael W. Kelly
   Margaret C. Ward

FROM: John Durham
      Assistant Secretary to the Board

DATE: January 4, 2006

RE: Approval of Recommendation

Rather than wait until our Board meeting on February 24, I respectfully request the members of the Executive and Audit Committee consider the recommendation for approval for appointment with permanent tenure for Dr. John R. Placer, Professor and Chair, Department of Computer Science, College of Technology and Computer Science. This recommendation has been endorsed by Chancellor Ballard and Provost Smith. Details are attached.

Please call (252-328-6105) or fax (252-328-0129) your reply to me.

Many thanks for your consideration of this request.

_____ Yes, I approve of the request for Dr. Placer.

_____ No, I do not approve.

________________________
signature
December 20, 2005

Dr. Steve Ballard
Chancellor
East Carolina University

Dear Dr. Ballard:

I recommend that Dr. John R. Placer be appointed Professor with permanent tenure in the Department of Computer Science, College of Technology & Computer Science, effective July 1, 2006, at an annual twelve-month salary rate of $135,000.

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

Thank you for your consideration of this request.

Sincerely,

James LeRoy Smith
Provost & Vice Chancellor for Academic Affairs

JLS/agt

Enclosure
Personnel Action Requiring Approval
of the Board of Trustees
This form is designed for submitting all personnel requests that require BOT approval.

Name of Institution: East Carolina University

Name of Appointee: John Robert Placer

Department: Computer Science  College: Technology and Computer Science

Current UNC Rank or Title: (if applicable)  Proposed Rank: Professor & Chair

Indicate Type of Action: (select all that apply)

- Administrative Appointment: ☒
- New Faculty Appointment: ☒
- Promotion: ☐
- *Salary Increase in Excess of 15%: ☐
- Reappointment: ☐
- Conferral of Tenure: ☒
- Other: (describe)

Distinguished Professorship:
(provide name of professorship)

Effective Date of Action: July 1, 2006

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

Salary: $135,000  Source(s): State Funds: $135,000  *Non-State Funds: $

1. Education Background:

- Ph.D., 1988, Oregon State University
- M.S., 1985, University of Arizona
- M.S., 1975, University of California-Santa Barbara
- B.S., 1971, California State Polytechnic University

2. Teaching and other professional experience:

- 1972 – 1974: Staff/Science Teacher, University of Massachusetts, Amherst Massachusetts
- 1974 – 1975: Teaching Assistant, University of California, Santa Barbara
- 1976 – 1977: Electronics Engineer, Data Electronics, Pasadena, California
- 1983 – 1984: Teaching Assistant, University of Arizona, Tucson, Arizona
- 1984 – 1985: Research Assistant, University of Arizona, Tucson, Arizona
- 1986 – 1988: Research Assistant, Oregon State University, Corvallis, Oregon
- 1989 – 1994: Assistant Professor, Northern Arizona University, Flagstaff, Arizona
- 1994 – 2000: Associate Professor, Northern Arizona University, Flagstaff, Arizona
- 1995 – 1996: Interim Chair of Computer Science & Engineering, Northern Arizona University, Flagstaff, Arizona
- 1998 – 2000: Chair of Computer Science & Electrical Engineering, Northern Arizona University, Flagstaff, Arizona
- 2000 – present: Professor, Northern Arizona University, Flagstaff, Arizona
- 2002 – present: Chair of Computer Science, Northern Arizona University, Flagstaff, Arizona
3. Scholarly & Creative Activities:

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4. Prior Recommendations/Personnel Actions:

   (please check appropriate responses)

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5. Membership in professional organizations:

   Association for Computing Machinery (ACM)
   Sigma Xi-The Scientific Research Society
   American Association for the Advancement of Science
   Animal Behavior Society (ABS)

6. Professional service on campus:

   N/A

7. Professional service off campus:

   N/A
Executive and Audit Committee Meeting
Executive Summary
December 16, 2005

Chairman Stephen D. Showfety convened the committee at approximately 12:30 p.m. In attendance were committee members Brody, Hill, Kelly and Ward. Mr. Greczyn had to leave for another engagement. All other Trustees attended.

Mr. Kelly moved that the minutes from the September 30, 2005 committee meeting be approved. Mr. Brody seconded the motion and the minutes were approved.

Mr. Showfety asked Austin Bunch to report on an amendment to the charter of the Board of Visitors.

Dr. Bunch stated that the former chairperson(s) of the Board of Visitors shall become an emeritus member of the BOV and said there were four previous chairs of the BOV in addition to the current chair, Doug Byrd. It is considered critical to utilize the leadership of these former chairs. Dr. Bunch recognized Mr. Byrd and asked him for his comments.

Mr. Byrd began by naming the former chairs, (Janice Faulkner, Kelly King, Bob Greczyn and Joel Butler) and said the knowledge base of these individuals was instrumental in moving the BOV forward. He also reiterated the June 20 joint meeting date and said he looked forward to carrying out the goals of the Board on behalf of ECU.

Mr. Showfety asked John Durham for background on the BOT bylaw change combining the University Advancement and Naming Committees.

Mr. Durham said these two committees were already closely aligned with the work that they do and the new language simply combines the two.

Mr. Showfety asked for any questions on this committee or any other committees and hearing none, asked Mr. Seitz for his report.

Mr. Seitz gave a brief background on the resolution in support of widening Highway 43 to four lanes from Paladin Drive to 264 bypass noting both ECU and PCMH were in agreement.

Mr. Showfety remarked that Marvin Blount, a member of the Board of Visitors, was also a member on the Board of the Department of Transportation and
encouraged the Trustees to let him know of their support of this project. He then asked Mr. Seitz to update the Board on the non-teaching EPA Employment and Grievance Policy.

Mr. Seitz started by outlining the differences between SPA (State Personnel Act) employees and employees which are exempt from this Act. He said members from faculty and staff were asked to serve on the committee to develop this policy, which is required by the Board of Governors. He asked for any questions that he or Jim Mullen, Human Resources, could answer.

Hearing none, Mr. Showfety said this would be an action item at the full Board meeting and called on Stacie Tronto for her quarterly report.

Mrs. Tronto said she had nothing to add to the documents that were previously submitted to the Trustees and asked for questions.

Hearing none, Mr. Showfety stated the Board continues to refine the operations of the Internal Auditor’s department through Mrs. Tronto’s efforts and offered his appreciation for that effort. These changes will establish better practices throughout the University for reporting purposes.

Mr. Durham was asked to address the Chancellor’s certification of compliance with Management Flexibility and Internal Control requirements.

Mr. Durham stated we were in compliance and drew attention to the Chancellor’s letter to President Broad dated October 5, 2005 in our Board materials.

Mr. Durham then briefly addressed the approval of items between Board meetings stating there were basically four types of items: 1) contracts involving coaches/athletics directors (quick turnaround needed); 2) meeting schedule (usually set in July); 3) tenure approvals for proposed faculty hires (Dr. Jim Smith had additional comments); and 4) selection of designers/engineers, acquisition and/or disposal of property.

There were no questions and Mr. Showfety asked Dr. Jim Smith for comments and an introduction of Dr. Henry Peel for the next item, Strategic Planning.

Dr. Smith called the topic “Integrated Planning,” asked that a handout be distributed, and asked Dr. Peel for an overview. Dr. Peel said it was important for us not only to look at our strategic directions but see how all components of
the University connect with the strategic directions. He further stated he understood that the Trustees would be meeting soon to look at their own work plan which will also connect to the strategic directions. Dr. Peel has met with a variety of personnel on this issue including the Chair of the Faculty, faculty officers, and committee chairs of the Faculty Senate. The majority of the comments have been positive and he looks forward to integrating any comments the Trustees may have now or in the future. Dr. Peel stated there was a website established http://www.ecu.edu/cs-acad/aa/BOTinput.cfm for this purpose.

Mr. Showfety stated this was the last agenda item and approved a short break before convening for the full Board meeting, approximately 1:10 p.m.

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

John Durham
Assistant Secretary to the Board of Trustees

APPROVED:________________________
Stephen D. Showfety
Chairman of the Committee

All materials referred to in these minutes are available at the Office of the Assistant Secretary to the Board of Trustees, 202 Spilman Building. The majority of the materials can be found and duplicated on our website, www.ecu.edu/bot.
BOARD OF TRUSTEES
East Carolina University
January 20, 2006

The East Carolina University Board of Trustees met via telephone conference call. Mr. Showfety called the meeting to order at 11:05 a.m. All members were present except Mr. Jones.

Mr. Kelly moved that the Board go into closed session 1. to prevent the disclosure of privileged information under N.C. General Statutes §126-22 to §126-30, and to consider the qualifications, competence, performance, or conditions of an employee. Mr. Redwine seconded the motion and the Board moved into closed session. Chancellor Ballard, Kitty Wetherington and John Durham were also present at the closed session. The chancellor led a discussion on a personnel matter.

The Board returned to open session and adjourned at 11:40 a.m.

Respectfully submitted,

[Signature]
John Durham
Assistant Secretary to the Board of Trustees
I. Purpose:

To establish a comprehensive automobile policy for East Carolina University, its Colleges, departments, and affiliated organizations in accordance with Section J of East Carolina University's Plan for Management Flexibility to Appoint and Fix Compensation, entitled "East Carolina University Policy on Non-Salary Compensation for Employees Exempt from the State Personnel Act (hereinafter referred to as "ECU Non-Salary Compensation Policy")."

II. Automobile Allowances:

The automobile allowance for the Chancellor must be approved by the President and the allowance for Vice Chancellors must be approved by the Chancellor and the ECU Board of Trustees.

Associate Vice Chancellors, Deans, Foundation Presidents, and other designated staff who routinely travel representing the university and its affiliated organizations may also receive an allowance in accordance with the ECU Non-Salary Compensation Policy.

The automobile allowance will be based on the typical monthly lease payment for a fleet vehicle, plus insurance and taxes. A mileage allowance will be included to eliminate the need to keep a mileage log. The allowance will be adjusted to cover incremental tax liability. The allowance will be paid in equal semi-monthly installments via payroll. An attached schedule shows the recommended car allowance rates. (These rates will be periodically reviewed and adjusted). Funding for automobile allowances is to be made from Institutional Trust Funds or Foundation accounts. Any exceptions to the allowances on this schedule must be approved by the Vice Chancellor of Administration and Finance, the Chancellor and, when appropriate, by the Board of Trustees.
III. Leased or Purchased Vehicles:

The University, its colleges, departments, organizations, and foundations may not lease or purchase a passenger vehicle for the use of any individual or group of employees who travel on university business. Passenger vehicles to support athletics or other university programs may be an exception to this policy, with the prior written approval of the Vice Chancellor of Administration and Finance.

IV. Motor Pool Vehicles:

Associate Vice Chancellors, Deans, Foundation Presidents, and other key employees who routinely travel at least 1,000 miles per month may have a vehicle from the motor pool assigned to them for their business travel, with the prior written approval of the appropriate Vice Chancellor, with a copy to the Vice Chancellor for Administration and Finance.

V. Courtesy Cars

Car dealers often support University affiliated organizations through ECU affiliated Foundations by providing courtesy cars. Each employee receiving a courtesy car must establish a written reasonable basis for needing the car and the appropriate Vice Chancellor must approve it in writing with a copy to the Vice Chancellor for Administration and Finance. It is understood that the Pirate Club has a courtesy car program established with certain Pirate Club donors and that this program will continue. In all cases, employees will be required to maintain a mileage log for reimbursement of travel miles, and for the determination of business and personal miles traveled, for IRS reporting requirements.
EAST CAROLINA UNIVERSITY  
AUTOMOBILE ALLOWANCE RATES  
(Effective July 1, 2005)

AUTOMOBILE ALLOWANCE RANGES:

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BASIS FOR AUTOMOBILE ALLOWANCE:

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Proposed Automobile Allowances

Effective January 1, 2005

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Effective July 1, 2005

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<td>11,327</td>
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<td>Vice Chancellors Moore</td>
<td>7,385</td>
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Note: The Chancellor’s allowance is based on 10,000 miles per year. The Vice Chancellors’ are based on 5,000 miles per year.

Vice Chancellor for Administration & Finance
December 8, 2005
MEMORANDUM

TO: ECU Board of Trustees
Executive and Audit Committee

FROM: Kitty H. Wetherington
University Attorney

Garrie Moore
Vice Chancellor for Student Life

SUBJECT: Agreement for Police Cooperation and Extended Jurisdiction

DATE: February 7, 2006

We respectfully request your approval for the Chancellor to sign the attached "Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction" ("Agreement") on behalf of East Carolina University. This Agreement has been under consideration by the University for some time but, in light of recent events, its execution has become all the more relevant.

North Carolina General Statutes provide that campus police departments have jurisdiction on real property owned by or in the possession and control of the University they serve and on the "portion of any public road or highway passing through or immediately adjoining that property." East Carolina University has experienced significant growth over the last few years, and will continue to do so in the foreseeable future. As a result of this growth, the University currently owns or is in the possession and control of buildings in various parts of the city. For example, the Voice of America site is located several miles outside of the city limits west of the Brody School of Medicine, and there are plans for an Intramural Sports Complex that will be located several miles to the east of the city limits. Chief Stroud has shared with us that, as our officers patrol these areas and respond to calls, they are constantly traveling through areas in which they have no jurisdiction. At times, intervention by our police officers outside their jurisdiction is necessary to protect themselves and others. The proposed Agreement would help to mitigate this problem within the Greenville city limits. Other universities within the University of North Carolina have already executed agreements such as this one, including UNC-CH and UNC-Greensboro.

The proposed Agreement specifically allows for ECU police officers to make inquiries and arrests off-campus for crimes occurring on campus in two circumstances:
(1) For an offense committed on campus for which the suspect or alleged perpetrator is no longer present on campus, whether or not officers are in active or immediate pursuit; and

(2) For an offense alleged to have been committed by a University student in off-campus buildings occupied by students by virtue of their association with an organization given formal recognition by the University administration.

In addition, pursuant to the proposed Agreement, while on-duty, ECU Police Officers will have police authority off-campus in the following instances:

(1) The officer has probable cause to believe that the person to be arrested has committed a felony, or

(2) The officer has probable cause to believe that the person to be arrested has committed a misdemeanor in or out of the officer's presence and has probable cause to believe that one of the following conditions exists:

   (a) The person to be arrested will not be apprehended unless immediately arrested, or
   (b) The person to be arrested may cause physical injury to himself or others unless immediately arrested, or
   (c) The person to be arrested may damage property of another unless immediately arrested, or

(3) A misdemeanor or traffic offense occurs in the officer's presence and is in one of the areas defined in a specific geographical area (described in paragraph 1.6 of the Agreement), or

(4) The person to be arrested is subject to arrest due to an outstanding warrant, order for arrest, or other legal service requiring an arrest.

We believe that the proposed Agreement would be beneficial to the University and the community as we collaborate and seek ways we can best serve the East Carolina University and Greenville communities. Please do not hesitate to contact Garrie Moore at (252) 328-6541, or Kitty Wetherington at (252) 328-6940, if you have any questions or concerns.

Attachment
AGREEMENT FOR POLICE COOPERATION AND CAMPUS LAW ENFORCEMENT AGENCY EXTENDED JURISDICTION

This Agreement is between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “City” and East Carolina University, a constituent institution of the University of North Carolina as designated by N.C.G.S. §116-4, hereinafter referred to as the “University.”

WHEREAS, the City, pursuant to NCGS §160A-281 and §160A-285, has organized and maintained an accredited City Law Enforcement Agency with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the corporate limits of the City of Greenville; and

WHEREAS, the University, pursuant to NCGS §116-40.5(a) has established an accredited Campus Law Enforcement Agency with territorial jurisdiction and law enforcement powers as provided by statute; and

WHEREAS, the City and the University have a close working relationship in the function of law enforcement, which both desire to maintain; and

WHEREAS, the City and the University recognize the need of the Campus Law Enforcement Agency to have an extension of law enforcement authority beyond the boundaries of the campus and other buildings, property and leased by the University as provided by NCGS §116-40.5(b); and

WHEREAS, the City Council has authorized the City Manager to enter into this Agreement to provide a limited extension of the jurisdiction of the Campus Law Enforcement Agency and the Board of Trustees of the University has authorized the Chancellor to enter into this Agreement to provide a limited extension of the jurisdiction of the Campus Law Enforcement Agency; and
THEREFORE, in consideration of these mutual interests, NCGS §116-40.5(b) and NCGS §160A-288, the City and the University agree to the following:

1.0 Definitions.

1.1. “Campus” shall mean all property owned and/or leased by the University within the corporate limits of the City of Greenville.

1.2. “City Law Enforcement Agency” shall mean the Greenville Police Department.

1.3. “Head of City Law Enforcement Agency” shall mean the Chief of Police of the City of Greenville.

1.4 “Campus Law Enforcement Agency” shall mean the East Carolina University Police Department.

1.5. “Head of Campus Law Enforcement Agency” shall mean the Chief/Director of East Carolina University Police.

1.6. “Campus Law Enforcement Agency Area of Extended Jurisdiction” shall include the areas bounded by Reade Circle where it intersects with Evans Street on the west and then in a northerly direction along Reade Street to Tar River and along the Tar River on the north to Cemetery Road, excluding the cemetery, to the intersection of Fifth Street on the East and along Fifth Street to the intersection of Tenth Street as the southerly boundary and along Tenth Street to the intersection of Evans Street and then in a northerly direction to the intersection with Reade Circle the point of beginning. Also including the areas bounded from the intersection of Tenth Street and Evans Street, proceeding in a southerly direction to Fourteenth Street and then along Fourteenth Street to Elm Street, excluding C.M. Eppes Middle School, then along Elm Street in a northerly direction to Tenth Street, then along Tenth Street to the intersection with Evans Street, the point of beginning.

1.7. “Primary Responsibility” shall mean the responsibility to initiate and conclude an investigation with the assistance of the City Law Enforcement Agency.

1.8. “Mutual Aid Agreement” shall mean that agreement in effect to provide temporary assistance pursuant to N.C.G.S. §160A-288.

1.9. “On-Duty” shall mean the period of time immediately before an officer’s scheduled work period, when the officer is driving to work from home. It also includes the period of time immediately following an officer’s work period when the officer is driving home from work. An officer must be in
radio contact with the department and must be in uniform with all equipment available in ordered to be considered on-duty.

1.10. "His or Him" shall mean and include both male and female gender designations.

2.0 Responsibilities for Campus Law Enforcement Agency and City Law Enforcement Agency for Offenses Committed on Campus.

2.1. The City Law Enforcement Agency shares with the Campus Law Enforcement Agency the authority to investigate offenses committed on campus.

2.2. Notwithstanding the provisions of paragraph 2.1, the Campus Law Enforcement Agency maintains the authority and primary responsibility to investigate offenses committed on campus.

2.3. Notwithstanding the provisions of paragraph 2.1, the City Law Enforcement Agency maintains the authority and primary responsibility to investigate offenses committed within the Campus Law Enforcement Agency Area of Extended Jurisdiction.

2.4. Notwithstanding the provisions of paragraph 2.1, the City Law Enforcement Agency has the primary responsibility for investigating parking violations occurring on City streets adjacent to the Campus.

2.5. Notwithstanding the responsibilities described in paragraph 2.2, the Head of Campus Law Enforcement Agency, at his discretion, may request the assistance of the City Law Enforcement Agency in investigating any offense committed on the Campus. This provision has no effect on the obligation of the Campus Law Enforcement Agency to notify the State Bureau of Investigation as required by statute, regulation, directive or policy.

2.6. Notwithstanding the primary responsibilities described in paragraphs 2.4 and 2.5, the Head of the City Law Enforcement Agency, at his discretion, may request that the Campus Law Enforcement Agency assume full responsibility for investigations of any offense, and the Head of the Campus Law Enforcement Agency, at his discretion, accept such responsibility.

3.0 Extension of Authority of Campus Law Enforcement Agency Beyond Campus.

3.1. The Campus Law Enforcement Agency shall have primary authority for the investigation of offenses as described in paragraph 2.2 although such
investigation may require that officers of the Campus Law Enforcement Agency to make inquiries and arrests beyond the perimeter of the Campus in the following cases:

3.1.1. An offense committed on Campus for which the suspect or alleged perpetrator is no longer present on campus, whether or not officers are in active or immediate pursuit; and

3.1.2. An offense alleged to have been committed by a University student in off-campus buildings occupied by students by virtue of their association with an organization given formal recognition by the University Administration.

3.2. When on-duty, officers of the Campus Law Enforcement Agency will have police authority beyond the Campus and within the corporate limits of the City in the following areas:

3.2.1. The officer has probable cause to believe that the person to be arrested has committed a felony, or

3.2.2. The officer has probable cause to believe that the person to be arrested has committed a misdemeanor in or out of the officer’s presence and has probable cause to believe that one of the following conditions exists:

3.2.2.1. The person to be arrested will not be apprehended unless immediately arrested, or

3.2.2.2. The person to be arrested may cause physical injury to himself or others unless immediately arrested, or

3.2.2.3. The person to be arrested may damage property of another unless immediately arrested, or

3.2.3. A misdemeanor or traffic offense which occurs in the officer’s presence and is in the areas defined in paragraph 1.6, or

3.2.4. The person to be arrested is subject to arrest due to an outstanding warrant, order for arrest, or other legal service requiring an arrest.

4.0 Privileges, Rights and Immunities.

4.1. While acting in a law enforcement capacity within the corporate limits of the City of Greenville’s jurisdiction under the authority of N.C.G.S. §116-40.5(b) and this agreement, officers of the Campus Law Enforcement
Agency shall have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as officers of the City Law Enforcement Agency, in addition to the powers the officers normally possess.

4.2. The City of Greenville, its managers, officers, directors or employees make no assumption of liability or waiver of any sovereignty for the actions taken by the officers of the Campus Law Enforcement Agency while such officers are acting in a law enforcement capacity within the corporate limits of the City of Greenville’s jurisdiction under the authority of N.C.G.S. §116-40.5(b) and this agreement.

4.3. The University, its governing board, officers, agents and employees make no assumption of liability or waiver of any sovereignty for the actions taken by the officers of the City Law Enforcement Agency within the corporate limits of the City of Greenville’s jurisdiction.

5.0 Terms and Amendments.

5.1. This Agreement does not supersede any mutual aid agreement between the City Law Enforcement Agency and the Campus Law Enforcement Agency currently in effect.

5.2. Any mutual aid agreement in effect on the effective date of this Agreement shall be read in conjunction with this Agreement and not contrary to the terms of such mutual aid agreement.

5.3. This Agreement shall be effective on the date last signed by a signatory to this Agreement.

5.4. This Agreement shall remain in force and effect until terminated by either party upon written notice. Such notification shall be effective upon date of receipt by the party not issuing the termination notice. All such investigations, citations, cases and actions opened by the Campus Law Enforcement Agency pursuant to this Agreement shall be completed by the Campus Law Enforcement Agency and so much of this Agreement as needed shall remain in effect until all such cases, investigations, citations, and judicial action are completed and closed.

5.5. The parties to this Agreement may amend this Agreement by written concurrence of both parties.
FOR AND ON BEHALF OF
THE CITY OF GREENVILLE

_________________________ DATE:_____________________
City Manager

_________________________ DATE:_____________________
Attest: ____________________ City Clerk

This instrument has been preaudited in the manner required by the Local Government
Budget and Fiscal Control Act.

_________________________ DATE:_____________________
Director, Finance

Approved as to form:

_________________________ City Attorney

FOR AND ON BEHALF OF THE BOARD OF TRUSTEES
EAST CAROLINA UNIVERSITY

_________________________ DATE:_____________________
Chancellor
NORTH CAROLINA:
PITT COUNTY:

RESOLUTION

WHEREAS, the North Carolina General Assembly enacted and the Governor has signed Senate Bill 622, which makes certain changes to General Statute (G.S.) 116-143.6;

NOW, THEREFORE BE IT RESOLVED that pursuant to G.S. 116-143.6, the Board of Trustees of East Carolina University hereby authorizes the Chancellor to recognize such entities as he or she may deem appropriate as providers of full scholarships for undergraduate students. Students who receive full scholarships, as so defined by the legislation, from the entities so designated will be considered residents of North Carolina for all purposes by East Carolina University. The Chancellor will provide the Board of Trustees with an annual report showing a list of the recognized entities and the number of students receiving full scholarships from each entity. In the implementation of this provision, and notwithstanding the conversion of non-resident full scholarship recipients designated as residents for all purposes, East Carolina University shall continue to meet its state enrollment growth plan for native resident North Carolina students in the undergraduate population. In administering this provision, East Carolina University shall maintain at least the current number of native North Carolina residents enrolled at East Carolina University as first-year students.

NOTE: For the purpose of implementation of this resolution, native North Carolina residents shall be defined as students who have established official residency in the State of North Carolina according to the policies of the Board of Governors.

ADOPTED this the 24th day of February, 2006.

EAST CAROLINA UNIVERSITY BOARD OF TRUSTEES

By: ____________________________________________

Stephen D. Showfety, Chairman

ATTEST:_____________________________________

Secretary
Section 104. **Endowment Fund Board.** The Trustees of the Endowment Fund Board shall consist of six (6) members, one (1) of whom shall be the Chair of the Board of Trustees who shall serve as the ex-officio Chair of the Endowment Fund Board; one (1) of whom shall be the Chancellor; one (1) of whom shall be the [Vice Chair of the Board of Trustees or the Chair of the Institutional Advancement Committee]; and three (3) of whom shall be elected by the Board of Trustees. The terms of the three (3) elected members of the Endowment Fund Board shall be initially for one (1), two (2), and three (3) years each. All elections thereafter shall be for a regular term of three (3) years, except that any person elected by the Board of Trustees to fill a vacancy created otherwise than by expiration of a term shall be elected to serve the term of the person whom he or she succeeds.

The Trustees of the Endowment Fund Board shall make decisions concerning the receipt and administering of Endowment Fund gifts and property bequests, exclusive always of monies received through State appropriations and from tuition and fees.

The Endowment Fund Board shall function in accordance with North Carolina General Statute 116-36 and regulations of the Board of Governors of the University of North Carolina.
In May 2004, UNC-OP established new policies that authorize each campus to develop procedures for establishing new institutional centers and institutes.

Institutions may establish a center or institute on an individual campus without the authorization of the Board of Governors. Each institution will implement policies for the campus to follow when planning and establishing a new center or institute. Such policies shall include approval by the Board of Trustees. [http://intranet.northcarolina.edu/docs/legal/policymanual/400.5[r].pdf](http://intranet.northcarolina.edu/docs/legal/policymanual/400.5[r].pdf)

According to the new policies, UNC-OP approval is now required only for inter-institutional centers and institutes.

The Academic Program Development Collaborative Team developed the following criteria for establishment of institutional centers and institutes at East Carolina University and campus approval of interinstitutional centers requiring final approval at UNC-OP. An earlier draft of these criteria was shared with the Deans’ Group in fall 2004 and their input is reflected here as well.

Units interested in developing a new center or institute will develop a proposal which includes the following required information:

- Name of the proposed institute or center
- Specific objectives and goals of the proposed center or institute
- Center/institute’s relevance to ECU’s mission, including the impact upon the existing academic departments, schools, institutes and centers
- Description of anticipated effects of the proposed center/institute on the instructional programs of ECU
- Justification that the proposed center or institute meets a need currently not being met elsewhere within the university
- Name of the proposed director, and a description of any proposed advisor or policy boards
- Names and credentials of participants in the proposed institute/center and criteria for inclusion of future participants/members
- Description of the proposed center/institute’s structure, including an organizational chart showing a) the relationship of the proposed center/institute to the existing organization and b) the internal organization of the proposed center/institute
- Description of the expected benefit/value added to the campus or community in five years due to the approval of this center of institute
- If funding is needed, budget estimates for the first year of operation, projections for the following four years, and anticipated sources of funding [template provided by IPRE] are requested.
- Statement of capital needs such as equipment and library resources
- Description of immediate space needs and projections of future space needs
- Any additional supporting information
- Signatures of administrators of all participating units
A. Procedures for Approval/Review of Proposals to Establish Centers and Institutes at ECU

1. Notice of center establishment. Immediate notification of the establishment of a center within an academic unit shall be sent to the Centers and Institutes Review Committee and to the Office of Academic Programs. This notification will suffice under the following conditions:
   A. The new center will be housed completely within one college (Division of Academic Affairs) or school (Division of Health Sciences).
   B. There is no request for funding beyond that currently provided by the creating college or school.
      If there is the intent to secure external funding, please specify the sources being explored.
   C. There is no request for space beyond that currently available through the creating college or school.
   D. The newly established center will provide a one-year report of its functioning and funding to the Centers and Institutes Review Committee.
   E. Should external funding be secured, the center will immediately submit a formal proposal to the Centers and Institutes Review Committee for permanent establishment of an institutional center.

2. The proposing team will present the proposal for a permanent center to the following:
   • Centers and Institutes Review Committee
   • The Chancellor’s Executive Council

3. The Centers and Institutes Review Committee will forward its recommendations to the Provost, who will recommend new centers/institutes to the Chancellor’s Executive Council.

4. The chancellor will consider recommendations from the Executive Council and provide final approval of institutional centers and institutes.

5. Requests to establish interinstitutional centers will be forwarded from the Office of the Chancellor to UNC-OP.

   EXCEPTION: In cases of immediate need, proposals may be submitted directly to the Academic Council with a stated justification of the need for immediate action on the request. In response to the request for expedited review, the Academic Council may endorse the proposal and recommend the new center/institute to the Chancellor’s Executive Council, or it may return the proposal for campus review as stated above.

Please send all proposals for University centers and institutes to Linner Griffin, Office of Academic Programs, for referral to the Committee.

B. Centers and Institutes Review Committee
• **Composition/Membership**
Because all university centers (those organized beyond single departments or schools) report to either the Vice Chancellor for Research and Graduate Studies or to deans in the Divisions of Academic Affairs and Health Sciences, three persons representing these divisions serve as permanent members of the committee as well. In addition, four other persons serve on the committee. The four others are (1) a representative of the deans, (2) Chair of the Faculty representative, (3) the chairperson of the Education Policies and Planning Committee, and (4) a faculty representative from the Graduate School Administrative Board.

Centers and Institutes Review Committee Membership:
**Permanent Committee Members**
- Vice Chancellor for Research and Graduate Studies (or designee)
- Associate Vice Chancellor for Academic Affairs
- Vice Chancellor for Health Sciences (or designee)

**Rotating Committee Members thru 6/30/07**
- Representative of the deans
- Chair of the Faculty representative
- EPPC Chair
- Faculty representative of the Graduate School Administrative Board

• **Committee Functions:**
The committee has three functions.

  **First**, the Committee will evaluate the merit of proposals for new University-wide centers and institutes to ensure they serve an appropriate purpose and would not overlap with existing units. The committee also will consider resources available to the proposed center or institute.

  **Second**, the Committee will conduct reviews of centers’ and institutes’ annual reports during the first three years of the center or institute’s operation. After three years of successful operation, review of University-wide centers and their directors become part of the regular five-year academic program review process and will be the responsibility of the academic officers to whom they report.

  **Third**, the Committee may from time to time be asked by the Academic Council to review the continued viability of existing centers.
Definitions for Specific Categories of Centers and Institutes
(http://intranet.northcarolina.edu/docs/legal/policymanual/400.5[r].pdf)

1. Centers Versus Institutes
   For the purposes of classification within UNC, there is no technical distinction made between the terms "center" and "institute." Both typically offer interdisciplinary programs attracting faculty, students, and staff from various academic departments or other structured units. In practice, an "institute" frequently refers to an activity with a broader scope than a "center." For example, an institute may create centers as separate units within its administrative structure.

2. Institutional Versus Interinstitutional Centers and Institutes
   Centers and institutes may be either institutional or interinstitutional in nature, and may be designated as research, public service, or instructional units. They may include the participation of other institutions, agencies, or organizations, such as other colleges and universities, schools, hospitals, industry, foundations, or governmental bodies.

   **Institutional**
   Institutional centers and institutes report to only a single campus within the UNC system. These centers or institutes may collaborate with units or departments from other institutions for specific activities or projects, but fiscal and administrative oversight is limited to a single institution. Institutional centers do not submit planning, establishment, or discontinuation requests to the Board of Governors, but are subject to the policies and procedures for establishment and review that are established by their respective campus.

   **Interinstitutional**
   Interinstitutional centers and institutes involve more than one campus within the UNC system for participation, including shared administrative and fiscal oversight or substantial involvement of more than one UNC institution in ongoing activities. Centers are also considered interinstitutional if the Office of the President provides fiscal and/or administrative oversight. Each interinstitutional center must designate the unit to provide administrative and/or fiscal oversight. In some cases these responsibilities may be assigned to two separate institutions or assumed by the Office of the President. The UNC Board of Governors provides oversight for all interinstitutional centers and institutes in accordance with these regulations.

   Interinstitutional centers serve to promote collaboration and to minimize duplication within the University. They increase the opportunities for external funding by enhancing interdisciplinary collaborations and by facilitating access to a wider range of facilities, faculty, students, and other resources. Interinstitutional centers may also enhance outreach and public service to the citizens of North Carolina by providing a coordination of "regional sites" in fields such as small
business and economic development, cooperative extension, public health, the environment, and teacher training.

3. Types of Centers and Institutes

Research
A research center or institute has research as its primary mission. Both institutional and interinstitutional centers may be designated for research. Although classified as a research center or institute, such a unit may also provide instruction, training, technical assistance, or public service programs. Although such units do not have jurisdiction over academic curricula, they may offer courses in cooperation with academic units.

Public Service
A public service center or institute has public service or technical assistance as its primary mission. Both institutional and interinstitutional centers may be designated for public service. Research, instruction, and training activities may also be conducted as secondary components of the mission. Although such units do not have jurisdiction over academic curricula, they may offer courses in cooperation with academic units.

Instructional
An instructional center or institute has training or instruction as its primary mission. Both institutional and interinstitutional centers may be designated for instruction, and these units may also conduct research and public service activities. Although instructional centers and institutes do not have primary jurisdiction over academic curricula, they may offer courses in cooperation with academic units.

C. Purpose and Scope of Centers and Institutes
Centers and institutes are established within the University to strengthen and enrich multidisciplinary programs of research, public service, or instruction conducted by the faculty and staff. They also may provide undergraduate, graduate, and postdoctoral students with added research opportunities, facilities, and assistance, as well as enhance their involvement in public service and educational activities...

Centers and institutes must avoid unnecessary duplication within UNC. Each unit seeks to differentiate its mission, activities, and/or clientele from other UNC units, and to make its facilities available to other constituent institutions for cooperative activities as appropriate.
## Centers and Institutes – ECU
(Effective February 10, 2006)

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<td>School of Allied Health Sciences</td>
<td>None currently but going through the process of establishing a Center for Biosensory Research and Therapeutic Intervention. Proposal has been done.</td>
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<td>Inter/Intra</td>
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We see it beyond the blueprints, past the scaffolding, and through the dust. We see it in the brickwork of a brand-new dining hall and in the fresh coat of paint in a renovated classroom. We see it in the empty lots that one day will be the sites of state-of-the-art medical facilities.

We see dozens of new or improved structures where jobs have been created and where minds will be developed. We see a vital center for the region—where future leaders learn, where medicine and research enhance lives, where world-class artists share their works.

At East Carolina, we see the promise of a stronger tomorrow. And you will see it, too.
We see it in the raised hand of a tenth-grader who knows the right answer. We see it in the master’s degree earned through a distance education program. We see it in the friendly exchange between education students and a group of third-graders participating in a community-service project.

We see an institution with a history rooted in training teachers which today is the top producer of educators who teach in North Carolina classrooms. We see a place where future educators develop the skills they’ll use for a lifetime.

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We see the top producer of nurses and allied health professionals in the state. We see an institution where research and technology help fulfill a mission to save and improve lives.

At East Carolina, we see a place working to ensure a healthy tomorrow. And you will see it, too.

East Carolina University

Tomorrow starts here.
We see it in the light of a laser that’s part of a therapy designed to destroy cancer cells. We see it in the hybrid Christmas tree seedlings that could grow into the East’s next cash crop. We see it in the smile of a lifelong stutterer who now speaks fluently.

We see new ways to improve people’s lives and new avenues for developing the region’s economy. We see unlimited opportunity in the patents we file, in the spin-off companies we help create, in the inventions we license.

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