

Agenda

Granville County Board of Commissioners

January 4, 2021

AGENDA
GRANVILLE COUNTY BOARD OF COMMISSIONERS



Monday, January 4, 2021

Call to order @ 7:00 p.m......Chair Sue Hinman
Invocation and Pledge of Allegiance.....Commissioner Jimmy Gooch

Consent Agenda

1. Contingency Summary (p. 3)
2. Grant Project Ordinance - Coronavirus Relief Fund Project - Amendment #2 (p. 5)
3. Resolution Approving Financing Terms and Documents for Tar River Elementary Refinancing (p. 7)
4. Appointment of Members to Boards, Committees, and Liaison Assignments (p. 13)

Introductions, Recognitions and Presentations

5. County COVID-19 Response Presentation (p. 17)
6. Animal Control Presentation (p. 33)

Public Comments

7. Public Comments (p. 34)

Public Hearings

8. Public Hearing for Economic Development - Project PRM (p. 35)

Appointments

9. Granville County Board of Adjustment (p. 39)
10. Nursing Home Community Advisory Committee (p. 40)
11. Granville County Citizens Advisory Committee for Environmental Affairs (p. 41)

County Manager's Report

12. Ordinance to Repeal Granville County Personnel Ordinance (p. 42)
13. Resolution to Adopt Granville County Personnel Policy (p. 45)
14. DSS Satellite Office (p. 123)

- 15. DSS Temporary Facility Lease with Central Children's Home (p. 130)
- 16. Designation of a Voting Delegate for the 2021 NCACC Legislative Goals Conference (p. 152)

County Attorney's Report

- 17. County Attorney's Report (p. 154)

Presentations by County Board Members

- 18. Presentations by County Board Members (p. 155)

Any Other Matters

- 19. Any Other Matters (p. 156)



Granville County Finance

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: December 21, 2020

Title: Contingency Summary

RECOMMENDATION:

Approval of Contingency Summary

ATTACHMENTS:

Contingency Summary – 1/4/21

ACTION TAKEN:

Summary of Contingency and Use of Fund Balance

Contingency Summary For FY 2020-2021 Budget January 4, 2021

Use of Contingency Summary - General Fund

General Contingency (10-9910-991):

Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		\$ 180,000
9/8/2020	Third party consulting for Sheriff's department	\$ (100,000)	\$ 80,000
9/8/2020	Midway USA Foundation grant from 4-H Best to Cooperative Extension	\$ (450)	\$ 79,550
9/8/2020	Additional part-time help needed during Presidential elections	\$ (5,800)	\$ 73,750
10/5/2020	Annual E-911 maintenance contract with Motorola	\$ (51,740)	\$ 22,010
12/7/2020	Lease office space at 104 Belle Street	\$ (11,250)	\$ 10,760
12/7/2020	Fund increase bank fees	\$ (9,200)	\$ 1,560

Environmental Disaster Contingency (10-9910-993):

Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		\$ 10,000

School Bond D/S Contingency (10-9910-994):

Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		\$ 100,000
10/5/2020	Fund repairs of the boiler at Stovall Shaw Elementary School.	\$ 100,000	\$ -

Use of Fund Balance Summary - General Fund*

Date	Description/Action	Adjustment Amount	Balance
7/1/2020	Budget Ordinance		\$ 2,955,337
9/8/2020	Carry over of Cadinal Innovations grant from FY 2020	\$ 12,500	\$ 2,967,837
9/8/2020	Carry over remaining funds from Human Relations Commissin from FY	\$ 4,947	\$ 2,972,784
9/8/2020	Fund one month's FY 18 window loan payment not previously requested	\$ 11,073	\$ 2,983,857
9/8/2020	Carry over fund for E-911 communations radio tower from FY 2020	\$ 90,000	\$ 3,073,857
9/8/2020	TANF funds received in June 2020 to be applied to FY 2021 Adoption	\$ 13,637	\$ 3,087,494
9/8/2020	Carry over radio grant to fire districts from FY 2020	\$ 33,000	\$ 3,120,494
9/8/2020	Carry over order to Victory Supply for inmate clothing that was created	\$ 2,476	\$ 3,122,970
9/8/2020	Carry over funds for DSS vehicle purchase from FY 2020	\$ 25,000	\$ 3,147,970
9/8/2020	FY 2021 match portion of JCPC - Positive Actions	\$ 3,937	\$ 3,151,907
9/8/2020	Transfer first phase of CRF funding received in General Fund in FY 20	\$ 796,963	\$ 3,948,870
10/5/2020	receipt of the Election Administration Assistance Fund grant	\$ (39,000)	\$ 3,909,870
11/2/2020	Renovatins to GHS offices that will be leased by GV Health Departme	\$ 1,078,400	\$ 4,988,270
11/2/2020	Lease payment to GHS for offices leased by GV Health Department	\$ 209,700	\$ 5,197,970
11/2/2020	Receipt of the supplemental CARES Act funds for COVID-related elec	\$ (26,500)	\$ 5,171,470
12/7/2020	Fund water/sewer evaluation design and permitting for Triangle North.	\$ 117,000	\$ 5,288,470
12/7/2020	Correct JCPC program balances	\$ (17,122)	\$ 5,271,348
12/7/2020	IT Expenditures (Office 365, Courthouse fiber, server installation)	\$ 105,000	\$ 5,376,348
12/7/2020	Funding of COTT System fees for FY 2021.	\$ 16,000	\$ 5,392,348
12/7/2020	Carry forward FY 2020 balance of Local Emerg. Mgmt Program Funds	\$ 71,548	\$ 5,463,896
12/7/2020	Utility expense for the Law Enforcement Center	\$ 72,000	\$ 5,535,896
12/7/2020	Utility expense for the Law Enforcement Center	\$ 18,500	\$ 5,554,396



Granville County Finance

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Steve McNally
Department: Finance
Date: December 21, 2020

Title: Grant Project Ordinance - Coronavirus Relief Fund Project - Amendment #2

RECOMMENDATION:

Approve Grant Project Ordinance - Coronavirus Relief Fund Project - Amendment #2

ATTACHMENTS:

CRF Project - Amendment #2

ACTION TAKEN:

Grant Project Ordinance
COVID-19 (Coronavirus Relief Fund) Project
Budget Amendment # 2 (during Fiscal Year 2020-2021)
(Budget Amendment # 2 for grant project ordinance)

Be it ordained, the Coronavirus Relief Fund Project Budget Ordinance is hereby amended as follows:

Revenues: Increase / (Decrease)

CRF (Covid 19 Relief Fund)	\$	400	
Total Revenues			\$ 400

Expenses: Increase/ (Decrease)

Granville Co. Medical, Public Health. . .	\$	400	
Total Expenses			\$ 400

(For Reference Only)

			<u>Balance</u>
Revenue Increase/ (Decrease)			
30-3328-261	Covid -19 Relief Fund –Interest	400	400
Expenditure Increase/(Decrease)			
30-8580-150	Covid-19 Relief Fund	\$ 3,936	58,936
30-9810-010	COVID 19 Relief Fund –Payroll	\$ (3,536)	436,464
	Transfer to General Fund		

Description: To transfer remaining funds designated to fund COVID 19 public safety payroll expenditures to County general COVID-19 expenditures, as well as recognize receipt of interest applicable to the Coronvirus Relief Fund grant.

RESTATEMENT OF BUDGET LEVELS

Grant Project Ordinance
COVID-19 Relief Fund Project
(For County Auditors Reference)

Expenditures		Revenues	
Town of Butner	\$ 216,898	COVID-19 Relief Fund	\$1,173,475
City of Creedmoor	125,939	Transfer from General Fund	1,233,427
City of Oxford	229,530		
Town of Stem	17,706		
Town of Stovall	11,552		
Gran-Vance Public Health	674,877		
Granville Health Systems	635,000		
Granville Co. Medical, Public Health, Payroll and Facilitative	495,400		
Total Expenditures	<u>\$ 2,406,902</u>	Total Revenues	<u>\$2,406,902</u>



Granville County Finance

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Finance
Date: December 31, 2020

Title: Resolution Approving Financing Terms and Documents for Tar River
Elementary Refinancing

PURPOSE:

To consider approving the Resolution Approving Financing Terms and Documents for Tar River Elementary Refinancing

BACKGROUND:

During their regular meeting, held on December 7, 2020, the Granville County Board of Commissioners authorized County Staff to work with Davenport and Attorney Bob Jessup to proceed with the refunding opportunity with the series 2010 Recovery Zone Economic Development Bonds (Tar River Elementary Refinancing) by approving the resolution in support of the Local Government Commission application.

The attached resolution formally approves the TD Bank lending proposal, approves the substantially final loan documents, the forms of the financing documents, and authorizes the staff to complete the loan closing. The financing documents have been reviewed by staff, financial advisors, and attorneys. The terms of the documents are consistent with the terms provided in the TD Bank proposal. Draft copies of the financing documents are on file in the County Manager's office for your reference.

Closing is scheduled to occur on or about January 21, 2021.

FUNDING:

Financing costs associated with the refunding have been calculated and are included in the associated refunding financing.

RECOMMENDATION:

The County Manager and Finance Director recommend approving the Resolution Approving Financing Terms and Documents for Tar River Elementary Refinancing

ATTACHMENTS:

Resolution Approving Financing Terms and Documents for Tar River Elementary Financing

ACTION TAKEN:

Resolution Approving Financing Terms and Documents **For Tar River Elementary Refinancing**

WHEREAS --

Granville County has previously determined to carry out a plan (the "Project") to refinance a portion of the County's 2010 financing that helped pay for the construction of Tar River Elementary School (the "School"). The County has also determined to finance Project costs through an installment financing, as authorized under Section 160A-20 of the General Statutes.

The County has solicited competitive proposals from banks and other financial institutions to provide the desired financing, and TD Bank, N.A. (the "Lender") has submitted the best proposal.

The County's Finance Officer has made available to this Board the draft agreements listed on Exhibit A (the "Agreements"), which relate to the County's carrying out the financing plan.

This resolution provides the Board's final approval of the financing terms and documents for the Project.

BE IT THEREFORE RESOLVED by the Board of Commissioners of Granville County, North Carolina, as follows:

1. *Determination To Proceed with Financing* – The County confirms its plans to undertake the Project. The County will carry out the Project with financing from the Lender substantially in accordance with a financing proposal dated December 1, 2020.

Under the financing plan, the Lender will make funds available to the County for use on Project costs. The County will repay the amount advanced, with interest, over time. The County will grant to the Lender a mortgage-type interest in the School (and its associated real property) to secure the County's repayment obligation.

2. *Approval of Agreements; Direction To Execute Agreements* -- The Board approves the forms of the Agreements submitted to this meeting. The Board authorizes the Board's Chairman and the County Manager, or either of them, to execute and deliver the Agreements in their final forms. The Agreements in their respective final forms must be in substantially the forms presented, with such changes as the Chairman or the County Manager may approve. The

execution and delivery of any Agreement by an authorized County officer will be conclusive evidence of that officer's approval of any changes.

The Agreements in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the amount financed by the County not to exceed \$6,070,000 (b) for an annual interest rate not to exceed 1.32% (in the absence of default, or a change in tax status), and (c) for a financing term not to extend beyond September 1, 2030, which is the final payment date for the financing that is being refinanced.

3. *Officers To Complete Closing* – The Board authorizes the County Manager, the Finance Officer and all other County officers and employees to take all proper steps to complete the financing in cooperation with the Lender and in accordance with this resolution.

The Board authorizes the Finance Officer to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the County's behalf until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Board specifically authorizes the Finance Officer to approve changes to any documents previously signed by County officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The Finance Officer's authorization of the release of any document for delivery will constitute conclusive evidence of that officer's approval of any changes.

In addition, the Board authorizes the Finance Officer to take all appropriate steps for the efficient and convenient carrying out of the County's on-going responsibilities with respect to the financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the Agreements.

4. *Resolutions as to Tax Matters* -- The County will not take or omit to take any action the taking or omission of which will cause its obligations to pay principal and interest (the "Obligations") to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest components of the installment payments to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the County will comply with any Code provision that may require the County at any time to pay to the United

States any part of the earnings derived from the investment of the financing proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

5. *Miscellaneous Provisions* -- The Board authorizes all County officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Board ratifies all prior actions of County officers and employees to this end. Upon the absence, unavailability or refusal to act of the County Manager, the Chairman or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Board authorizes the Clerk to apply the County's seal, and to attest to the seal, on any document related to the purposes of this resolution. In addition, the Vice Chairman or any Deputy or Assistant Clerk to the Board may in any event assume any responsibility or carry out any function assigned to the Chairman or the Clerk, respectively, in this resolution. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Exhibit A -- Draft Agreements

(a) A draft dated December 23, 2020, of a Supplemental Installment Financing Contract to be dated on or about January 1, 2021 (the "Financing Contract"), between the County and Granville County Public Facilities Company, Inc. (the "Company"). The Financing Contract provides for the advance of funds to the County for the County's use on the Project, sets out the County's repayment obligation, and sets out the County's obligations regarding care for the collateral and other matters.

(b) A draft dated December 23, 2020, of a Deed of Trust Supplement to be dated on or about January 1, 2021 from the County to a deed of trust trustee for the Company's benefit. The Deed of Trust provides for a security interest in the School and its associated real property to the Company to secure the County's repayment obligation.

(c) A draft dated December 23, 2020, of a Supplemental Trust Agreement to be dated on or about January 1, 2021 between the Company and U.S. Bank National Association, as Trustee. This agreement provides for the issuance to the Lender, in exchange for the funds to the used for the Project, of a "limited obligation bond" that provides for the Lender to have payment and security rights equal to the rights of those who provided other 2010 financing for the School.

The County is not directly a party to this Agreement, but this Agreement imposes obligations on the County that the County accepts pursuant to the Supplemental Financing Contract.

The Company will assign substantially all of its rights under the Supplemental Financing Contract and the Deed of Trust Supplement to the Trustee to secure the rights of the Lender.

* * * * *

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Granville County, North Carolina; that this meeting was properly called and held on January 4, 2021; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

Dated this 4th day of January 2021.

[SEAL]

Debra A. Weary
Clerk, Board of Commissioners



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 30, 2020

Title: Appointment of Members to Boards, Committees, and Liaison Assignments

PURPOSE:

A list of assignments recommended by Chair Hinman is attached.

RECOMMENDATION:

Approval

ATTACHMENTS:

Boards, Committees and Liaison Assignments

ACTION TAKEN:

Proposed Boards/Committees/Liaison Assignments 2021

District 1 – Commissioner Zelodis Jay

- Board of Equalization and Review
- Digital Infrastructure Planning Committee
- District Health Board
- Emergency Services Committee
- Environmental Affairs Advisory Committee Liaison
- Granville County 275th Anniversary Planning Committee
- Granville Health System Board of Trustees
- K.A.R.T.S.
- Kerr-Tar Regional COG Board
- Planning Board Liaison
- Solid Waste Liaison
- Water/Sewer Matters Liaison

District 2 – Commissioner David Smith

- Audit Review Committee
- Board of Equalization and Review
- Emergency Services Committee
- Finance Liaison
- Granville County 275th Anniversary Planning Committee
- Granville Health System Board of Trustees
- Human Relations Commission
- Kerr-Tar Regional COG Board
- Oxford Downtown EDC Board
- Senior Center Advisory Committee Liaison
- Triangle North Board

District 3 – Sue Hinman

- Animal Control Advisory Committee Liaison
- Board of Equalization and Review
- DOT Issues
- Franklin-Vance-Warren Opportunity Inc.
- Library Board Liaison
- Parks, Greenways and Recreation Advisory Committee
- Social Services Board
- Staff Appreciation
- Chair, Granville County 275th Anniversary Planning Committee

District 4 – Commissioner Tony Cozart

- Board of Equalization and Review
- Franklin-Vance-Warren Opportunity Inc.
- Granville Health System Board of Trustees
- Human Relations Commission
- Public Safety Liaison
- School Administration Liaison
- Social Services Board
- Staff Appreciation

District 5 – Russ May

- Board of Equalization and Review
- CAMPO – Executive Board
- Juvenile Crime Prevention Council
- Opioid Advisory Committee
- Planning Board Liaison
- Public Safety Liaison
- KTRPO - Transportation Advisory Committee (TAC)
- School Administration Liaison
- Upper Neuse River Basin Committee
- Veterans Affairs Committee Liaison

District 6 – Commissioner Tim Karan

- Board of Equalization and Review
- Digital Infrastructure Planning Committee
- Economic Development Advisory Board
- Emergency Services Committee
- Extension Leadership Advisory Council
- Granville Health System Board of Trustees
- Greenway Advisory Council
- Opioid Advisory Committee
- Parks, Greenways and Recreation Advisory Committee
- Private Industry Council
- SGWASA

District 7 – Commissioner Jimmy Gooch

- Audit Review Committee
- Board of Equalization and Review
- CAMPO Executive Board, Alternate
- Granville Health System Board of Trustees, Ex-Officio

- Opioid Advisory Committee
- SGWASA
- Soil & Water Board Liaison
- Solid Waste Liaison
- Transportation Plan Work Group
- Water/Sewer Matters Liaison



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 30, 2020

Title: County COVID-19 Response Presentation

PURPOSE:

To receive a project close-out presentation from On Target Preparedness.

BACKGROUND:

Doug Logan, with On Target Preparedness is available this evening to provide the Board of Commissioners with a presentation on the County's COVID-19 response and the development of an infectious disease program for the County's continuity of operations.

Additional Background:

During their regular meeting held in August 2020, the County Board of Commissioners approved a contract with On Target Preparedness to assist with Granville County's response and recovery from the Coronavirus Pandemic. The project proposal from On Target Preparedness provided infectious disease program coordination and three goals were set:

- Continually assess response to the Coronavirus Pandemic
- Ensure Granville County Government offices are implementing proper protective measures to prevent COVID-19 exposures while allowing governmental operations
- Ensure policies and procedures and their implementation promotes proper practices

Doug Logan was the County's primary On Target Preparedness representative.

ATTACHMENTS:

Presentation Slides

ACTION TAKEN:

Granville County COVID-19 Project



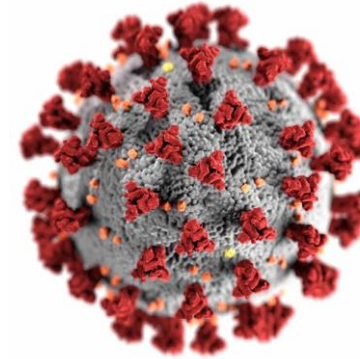
GRANVILLE COUNTY GOVERNMENT

COVID-19 RESPONSE EXECUTIVE SUMMARY



THE COUNTY OF
Granville
NORTH CAROLINA

Executive Summary
Granville County COVID-19 Response
For Official Use Only (FOUO)
Prepared By: On Target Preparedness, LLC

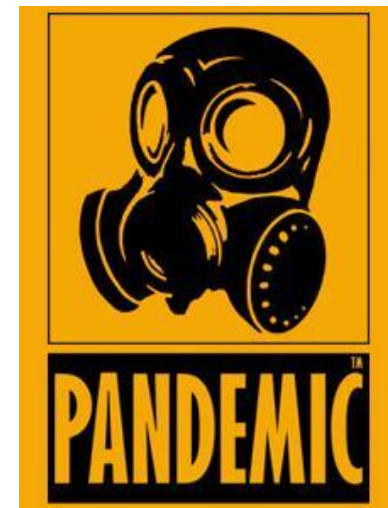
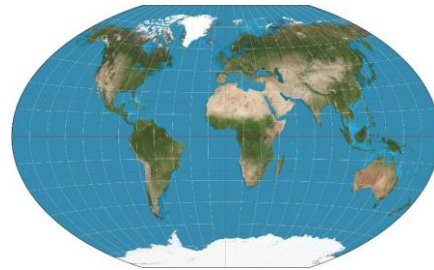


GRANVILLE COUNTY GOVERNMENT

CONTINUITY OF OPERATIONS PLAN INFECTIOUS DISEASE ANNEX

Background

- December, 2019 - Initial reports of a pneumonia-like illness in Wuhan, China
- January, 2020
 - First reported case of human-to-human transmission of the disease
 - First reported case in the United States
 - Global Health Emergency Declared by World Health Organization (WHO)
- February, 2020 – US Declared a “Public Health Emergency”
- April, 2020
 - North Carolina declared a “State of Emergency”
 - Granville County Declared a “State of Emergency”
- March, 2020 – COVID-19 declared a “Pandemic” by the WHO



Background

- March, 2020
 - Granville County Administration implements protective measures for Staff
 - Coordinates with lead agency – Granville-Vance Public Health
 - Emergency Services Dept. coordinates PPE procurement and distribution
 - Face Masks
 - Gowns
 - Hand Sanitizer

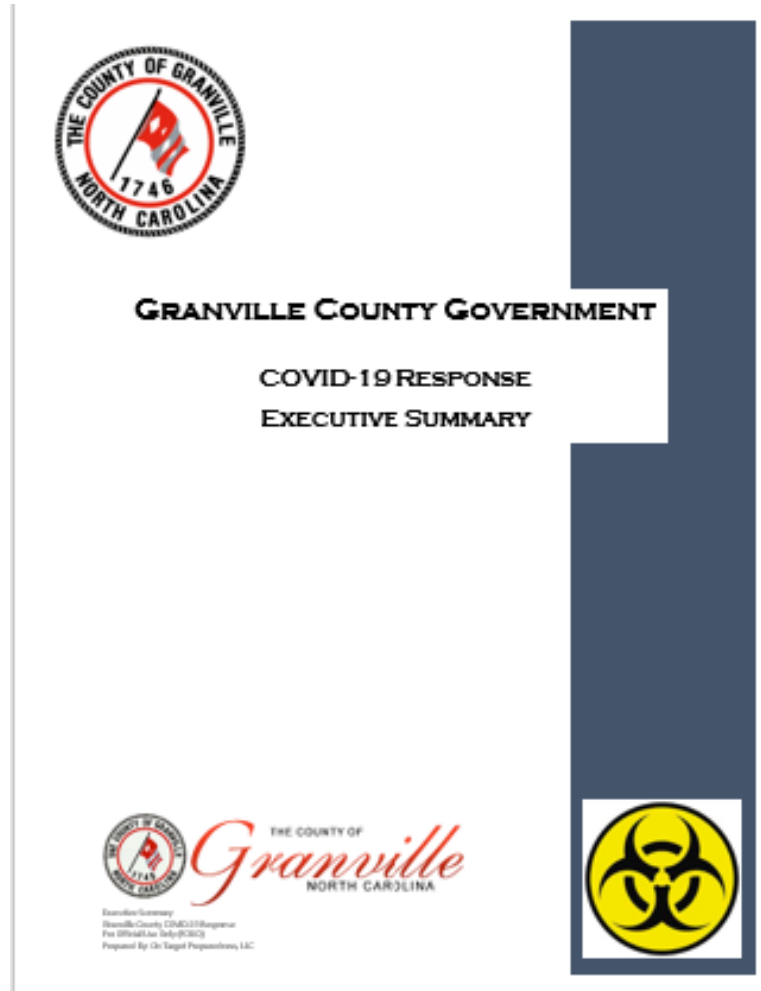


Project Synopsis/Methodology

- Document County response efforts in an Executive Summary
 - Survey each County Department
 - Meet with Department Head
 - Visit facilities
- Create a COVID-19/Infectious Disease Annex for County COOP
 - Based on recommendations from health authorities
 - Based on best practices
 - Provide guidance for future events



Executive Summary



Executive Summary

- Began project in August, 2020 and concluded in December, 2020
 - Visited each department/facility
 - Department Heads completed a survey
 - Protective measures photographed and information documented

Granville County Infectious Disease Planning Project Department Survey Questions

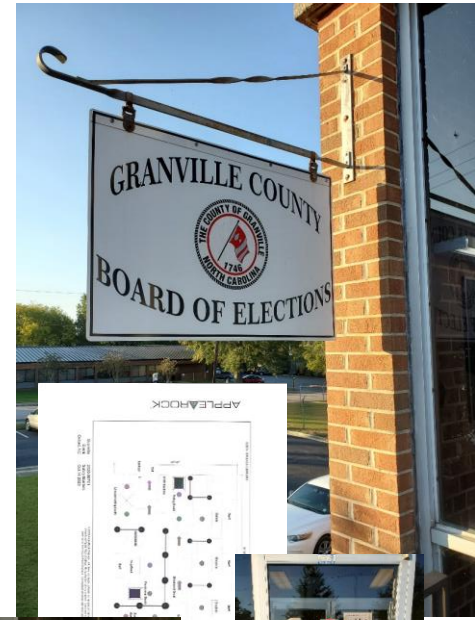
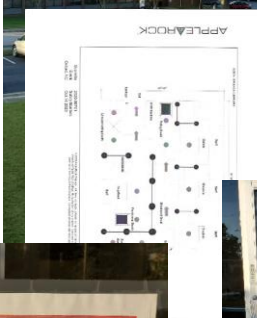
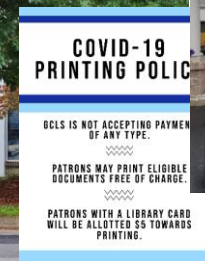
1. What is your general understanding of the viral disease known as COVID-19 based on the following:

A. Where did the virus originate?

B. What are the symptoms of the virus?

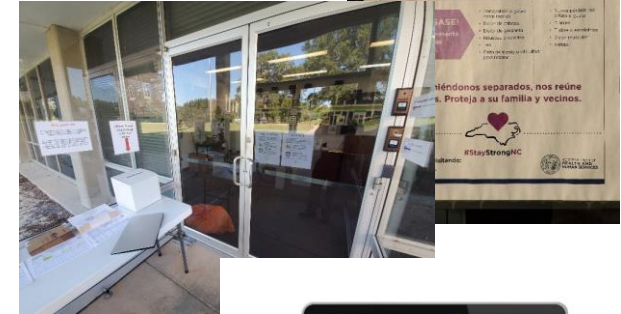
C. How

D. How



Project Discoveries

- Granville County Departments took effective actions early
 - Limited “Open to Public” for certain offices
 - Appointment-only customer policies
 - Virtual Meetings
 - Increased online services availability
 - Installed barriers/shields at customer portals
 - Required face coverings and social distancing
 - Added greater separation of workspaces when possible
 - Leased additional office space for additional separation of workspace
 - Distributed PPE to employees at no cost
 - Increased frequency of cleaning/sanitizing
 - Employee/customer screening for COVID-19 symptoms
 - Flexibility in staff scheduling and work from home policies



Recommendations

- Administrative Communications Strategy
- PPE Cache
- Work From Home Policy
- Expand Internet and Equipment Capabilities
- Implement Secure VPN Connections
- Digitize Essential Documents
- Public Information Campaign
- Facility Modifications
- Response Plan/COOP Annex



GRANVILLE COUNTY GOVERNMENT

CONTINUITY OF OPERATIONS PLAN
INFECTIOUS DISEASE ANNEX

FOR OFFICIAL USE ONLY

Infectious Disease Annex



GRANVILLE COUNTY GOVERNMENT

CONTINUITY OF OPERATIONS PLAN INFECTIOUS DISEASE ANNEX

FOR INTERNAL USE ONLY



Infectious Disease Annex

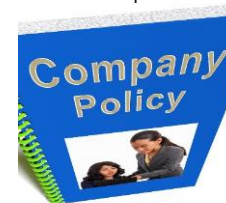
Provide guidance to ensure Continuity of Operations

- Addresses:
 - Warning/Communications
 - Response Triggers
 - Staffing Policies
 - Facilities
 - Employee Isolation Protocols
 - Cleaning/Sanitation Protocols

Response Triggers



Trigger Event	Recommended Actions
Notification of National Infectious Disease Event. No state or local cases.	Administration monitors the event. Review COOP plans. Initiate communications to departments and elected officials on the event.
Notification of State Infectious Disease Event. No Local cases.	Administration continues to monitor the event closely. Increase frequency of communications to departments and elected officials. Place COOP Advance Team on stand-by to begin planning for COOP activation. Identify required PPE and discuss procurement procedures. Consider cancellation of public events and mass gatherings. Consider cancellation of in-person meetings in favor of virtual meeting/collaboration software.
Notification of Local Infectious Disease Event. No County Staff involved.	Administration receives daily briefings from local health officials. Maintain communications with departments and elected officials. Activate COOP Advance Team. Provide staff with statistical data as well as guidance information on disease prevention and related Human Resources policies on authorized leave and worktime recording. Activate "Work-From Home" and staggered staffing policies. Procure/distribute required PPE to departments. Implement departmental protective actions including, but not limited to placement of informational signage, restriction or elimination of in-person meetings, partial or complete closure of departments to the public, social distancing, and suspension/revocation of departmental travel authorizations.





Conclusions



Granville County Administration and Departments are to be commended!!

- ✓ Quick and definitive actions were taken
- ✓ Adapted as new information and Executive Orders were issued
- ✓ In most cases, services were not compromised or only slightly disrupted





Conclusions

Departments were given:

- Guidance
- Autonomy
- Support





Conclusions

Some departments required more protective actions than others.

- All took some actions.
- Small Departments did not require significant modifications.
- Some could not be closed at all and adapted well.
 - Sheriff's Office/Jail
 - 9-1-1
 - Social Services
 - Register of Deeds
- Most were able to modify schedules without compromise to services.





Questions??





ON TARGET PREPAREDNESS



Doug Logan, Project Lead

dlogan@ontargetprep.com

Emergency Management Planner
On Target Preparedness, LLC



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Matt Katz
Department: Animal Management
Date: December 30, 2020

Title: Animal Control Presentation

PURPOSE:

To hear a presentation on Animal Control operations for calendar year 2020.

BACKGROUND:

Granville County Animal Control will end the 2020 calendar year with a 94% live release rate. Only 6% of animals were euthanized this year. Matt Katz, Animal Management Director, will do a presentation on the matter.

ACTION TAKEN:



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 30, 2020

Title: **Public Comments**

Public Comments are limited to 3 minutes.

ACTION TAKEN:



Granville County Economic Development

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To:
From: Board of Commissioners
Department: Lynn Cooper
Date: Economic Development
December 30, 2020

Title:
Public Hearing for Economic Development - Project PRM

PURPOSE:

The purpose of this public hearing is to receive the views of the public on aiding and encouraging the location or expansion of industrial facilities in Granville County.

BACKGROUND:

Granville County served notice that a hearing would be held to obtain the views of the public on aiding and encouraging the location or expansion of industrial facilities in Granville County, Project PRM specifically as follows: The Company will invest approximately \$773,500 and employ potentially 10 new employees. The maximum cost of the County-funded improvements will be up to \$1,750 in accordance with the County's funding policy.

All required advertising for the public hearing have been accomplished, and Harry Mills, Director of Economic Development, is present tonight to provide an overview of the project.

FUNDING:

This project will be funded with general County operating funds. The cost to the County of the County-funded capital improvements will be offset by new tax revenues generated by the company's capital investment in the project over a period not to exceed five years.

RECOMMENDATION:

Following the Public hearing, the Economic Development Director requests approval of the total \$1,750 local incentive package for the Building Reuse Grant match and the associated resolution.

ATTACHMENTS:

Notice of Public Hearing Project PRM
Resolution - Project PRM

ACTION TAKEN:

Notice of Public Hearing

All interested persons please take notice that a public hearing will be held by the Granville County Board of Commissioners pursuant to N.C.G.S. 158-7.1 on January 4th at 7:00 p.m. or shortly thereafter. The meeting will be held remotely by ZOOM video/conference call. Efforts will be made during the meeting to receive verbal comments from interested individuals attending the remote meeting. Written comments received prior to the opening of the Public Hearing will be considered and may be sent to Debra Weary, Clerk to the Board, 141 Williamsboro Street, Oxford, NC 27565. Zoom meeting information can be obtained by contacting the Clerk's office at 919-693-5240 prior to the meeting.

The purpose of the public hearing is to hear the views of the public on aiding and encouraging the expansion of industrial facilities in Granville County, specifically as follows: the expansion of a manufacturing company in Granville County to expand its existing facility. The company will invest approximately \$773,500 and employ potentially 10 new employees. The maximum cost of the County-funded improvements will be up to \$1,750 in accordance with the County's funding policy.

This project will be funded with general County operating funds. The cost to the County of the County-funded capital improvements will be offset by new tax revenues generated by the company's capital investment in the project over a period not to exceed five years.

The public benefits to be derived from the making of these improvements include the development of industrial properties which will increase the County's tax base to better provide for County services, and to increase employment opportunities within the County.

All interested citizens are invited and urged to attend.

Debra A. Weary, Clerk to the Granville County
Board of Commissioners

AUTHORIZING RESOLUTION BY GOVERNING BODY OF THE APPLICANT

North Carolina Department of Commerce Building Reuse Program

WHEREAS, in June 2004, the North Carolina General Assembly passed House Bill 1352, authorizing funds to stimulate economic development and job creation in distressed areas through constructing critical water and wastewater facilities, addressing technology needs, renovation of vacant buildings, and implementation of research and demonstration projects; and,

WHEREAS, in July 2007, the General Assembly passed House Bill 1473 to expand the Economic Infrastructure Fund and to provide funding to facilitate economic transitions in rural communities; and,

WHEREAS, The North Carolina Department of Commerce's Rural Economic Development Division's Building Reuse Program was created to spur economic activity and job creation by assisting in the productive use of buildings in rural areas; and,

WHEREAS, the County of Granville is engaged in activities to assist in the productive use of buildings, specifically the renovation of the building for PRM (Product Recovery Management) Industries located at 200 20th Street, Butner, NC 27509, that will increase the number of jobs in the area; and,

WHEREAS, the County of Granville requested grant assistance from the North Carolina Department of Commerce's Rural Economic Development Division's Building Reuse Program;

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNTY COMMISSIONERS OF THE COUNTY OF GRANVILLE:

That the County of Granville will provide 5% match of the \$35,000 grant award for the project,

That the County of Granville will provide for efficient administration, implementation, and operation/maintenance of the grant.

That the County Manager is hereby authorized and directed to furnish such information as the North Carolina Department of Commerce may request in connection with the grant application and project; to make assurances as contained above; and to execute such other documents as may be required in connection with the application and grant.

That the County of Granville has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this the 4th of January 2021.

Sue Hinman, Chair

ATTEST:

Debra A. Weary, CMC
County Clerk



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 29, 2020

Title: Granville County Board of Adjustment

PURPOSE:

To make appointments to the Granville County Board of Adjustment.

BACKGROUND:

Todd Averette (District 5 term ending April 2022) and Jim Albright (District 6 term ending April 2021) have resigned and need to be replaced.

Others serving:	Larry Downey	District 1
	Wayne Overton	District 2
	James W. Williams	District 3
	Juanita Rogers	District 4
	John W. Wimbush	District 7
	Tommy Hobgood, Alternate	District 2
	Delores M. Lyons, Alternate	District 4

ACTION TAKEN:



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 30, 2020

Title: Nursing Home Community Advisory Committee

PURPOSE:

To fill a vacancy on the Nursing Home Community Advisory Committee previously held by District 5.

BACKGROUND:

Others serving:	Gwen Bullock	District 1
	Sarah Mayfield	District 1
	Denise Smith	District 2
	Gail Birdsong	District 7

ACTION TAKEN:



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 31, 2020

Title: Granville County Citizens Advisory Committee for Environmental Affairs

PURPOSE:

To make appointments/reappointments.

BACKGROUND:

The terms of Steve Timberlake (District 2), David Hinton, Ex-Officio (District 2), Joe Ostby (District 3), Marshall Floyd (District 4), Tony Santangelo (District 6), and Judy Cheek (District 7) expire in January. Michael Coovert (District 3 appointed by District 5) has stepped down from the committee and needs to be replaced.

Others serving:	Neil Gresham	District 1
	Byron Currin	Ex-Officio
	Jason Falls	Staff Representative
	Zelodis Jay	Commissioner

ACTION TAKEN:



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Korena Weichel
Department: Administration
Date: December 30, 2020

Title: Ordinance to Repeal Granville County Personnel Ordinance

PURPOSE:

To consider repealing the existing Granville County Personnel Ordinance to coincide with adoption of a new Granville County Personnel Policy with an effective date of January 16, 2021.

BACKGROUND:

The Management and Personnel Services Group, Inc. (the “MAPS Group”) recently completed the comprehensive Classification and Pay Study contracted by the County in 2019. In conjunction with that Study, the County worked with the MAPS Group to update and modernize its personnel policies. The recommendation to repeal the current County Ordinance and replace it with a County Policy is a result of that work.

In addition to updating the policies, the primary reason for this recommendation is that personnel-related matters require amending periodically and a policy is far less cumbersome to update than amending an Ordinance. For example, rescinding an Ordinance requires a motion resulting in a unanimous vote; if the motion only results in a majority approval, it must be presented at the next regular Board meeting and the motion must receive another majority approval at that meeting in order to go into effect. The Ordinance must then be provided to the County’s codification vendor to be updated and incorporated into the County’s Code of Ordinances. On the other hand, policy updates require only a simple Resolution or Board motion which result in a majority vote. The updated policy can then be distributed to employees electronically.

The County Attorney has provided the attached Ordinance to repeal the Granville County Personnel Ordinance adopted October 21, 1996 as amended with an effective date of January 16, 2021. Pending the adoption of this Ordinance, the Board of Commissioners will separately consider approval of the Granville County Personnel Policy with an effective date of January 16, 2021.

RECOMMENDATION:

The County Manager recommends that the Board of Commissioners repeal the Granville County Personnel Ordinance Adopted October 21, 1996 as amended (the "Personnel Ordinance") effective 12:00 am on January 16, 2021.

ATTACHMENTS:

Ordinance to Repeal the Granville County Personnel Ordinance

ACTION TAKEN:

**ORDINANCE REPEALING THE GRANVILLE COUNTY PERSONNEL ORDINANCE
ADOPTED OCTOBER 21, 1996 AS AMENDED**

WHEREAS, Granville County (the "County") contracted with the Management and Personnel Services Group, Inc. (the "MAPS Group") to perform a Comprehensive Classification and Pay Study;

WHEREAS, in conjunction with the Comprehensive Classification and Pay Study the County worked with the MAPS Group to update and modernize its personnel policies; and

WHEREAS, the County Manager recommends that the Board of Commissioners repeal the Granville County Personnel Ordinance Adopted October 21, 1996 as amended (the "Personnel Ordinance") effective January 16, 2021 and that the County Commissioners separately approve the Granville County Personnel Policy by resolution with the effective date of January 16, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE GRANVILLE COUNTY BOARD OF COMMISSIONERS AS FOLLOWS THAT THE PERSONNEL ORDINANCE IS REPEALED EFFECTIVE 12:00 A.M. ON JANUARY 16, 2021.

Adopted by a vote of ___ in favor and ___ against, this the ____ day of January 2021.

Sue Hinman, Chair



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Korena Weichel
Department: Administration
Date: December 30, 2020

Title: Resolution to Adopt Granville County Personnel Policy

PURPOSE:

To consider a Resolution to Adopt the Granville County Personnel Policy with an effective date of January 16, 2021.

BACKGROUND:

In 2019, Granville County contracted with the Management and Personnel Services Group, Inc. (the "MAPS Group") to perform a comprehensive Classification and Pay Study that included updating and modernizing the County's personnel policies.

A draft copy of the MAPS Group recommended policy was previously provided to the Board in the three-ring binder distributed after the November 16, 2020 Meeting. County Administration reviewed the MAPS Group draft policy to (1) Conduct a comparison and ensure the new policy is in harmony with established elements of the existing Personnel Ordinance; (2) Insert additional modifications based on current practices or other County needs; and (3) Include previously adopted existing free-standing policies into one document for easier reference by employees.

A summary of key changes from the MAPS Group recommended policy and a draft of the County recommended policy were previously provided as informational items in the Board's December 7, 2020 Meeting materials. Those documents are reattached to this agenda report for review.

Following the request to repeal the existing Personnel Ordinance with an effective date of January 16, 2021, the Board is now asked to consider adoption of the attached draft Granville County Personnel Policy with an effective date of January 16, 2021.

RECOMMENDATION:

Contingent on approval of the Ordinance to Repeal the Granville County Personnel Ordinance with an effective date of January 16, 2021, the County Manager recommends adopting the Granville County Personnel Policy effective January 16, 2021.

ATTACHMENTS:

Resolution to Adopt Granville County Personnel Policy
Summary of Key Changes to MAPS Group Recommended Policy
Granville County Personnel Policy (draft dated January 16, 2021)

ACTION TAKEN:

RESOLUTION TO ADOPT THE GRANVILLE COUNTY PERSONNEL POLICY

WHEREAS, Granville County (the "County") contracted with the Management and Personnel Services Group, Inc. (the "MAPS Group") to perform a comprehensive Classification and Pay Study;

WHEREAS, in conjunction with the comprehensive Classification and Pay Study the County worked with the MAPS Group to update and modernize its personnel policies;

WHEREAS, the Board of Commissioners has repealed the Granville County Personnel Ordinance adopted October 21, 1996 as amended with an effective date of January 16, 2021; and

WHEREAS, the County Manager recommends that the Board of Commissioners adopt the Granville County Personnel Policy as presented during the January 4, 2021 Regular Meeting with an effective date of January 16, 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE GRANVILLE COUNTY BOARD OF COMMISSIONERS AS FOLLOWS THAT THE PERSONNEL POLICY IS HEREBY ADOPTED EFFECTIVE 12:00 A.M. ON JANUARY 16, 2021.

Adopted by a vote of ____ in favor and ____ against, this the _____ day of January 2021.

Sue Hinman, Chair

KEY CHANGES TO MAPS GROUP RECOMMENDED PERSONNEL POLICY

County Administration has reviewed the draft MAPS Group recommended policy and conducted a comparison to ensure it is in harmony with the existing Personnel Ordinance, inserted modifications based on current practice or other County needs, and included existing free-standing policies into one reference document.

Based on that review, the following modifications, additions, and inclusions are recommended:

1. **Modifications.** Policy modifications to the MAPS Group original recommendations (as identified below in the “Key Changes” chart).
2. **Additions.** Additional policies based on need and/or management experience (as described below in the “Key Changes” chart):
 - a. Educational Incentives for Advanced Degrees
 - b. Substance Abuse Policy
3. **Inclusions.** Inclusion of existing, free-standing County policies, either in their entirety or as a condensed summary in the case of lengthier policies, in order to provide employees with one comprehensive reference document. These policies are identified below in the order in which they appear in the County-recommended draft document:
 - a. Telework Policy*
 - b. Safety Policy*
 - c. Information Technology Policy*
 - d. Social Media Policy*
 - e. Cell Phone Policy*
 - f. Email Policy*
 - g. Travel Policy
 - h. Annual Leave Buy-Back Program

* Due to length, policies have been truncated to include relevant sections with minimum requirements and generalized guidance. Reference is made to the complete policy document and any applicable training requirements.

Recommended		Granville County Existing Ordinances,		MAPS Group Recommendation		County Recommendation	
Article	Policy Section Title	Page	Policies, &/or Current Practices				
1.	I.	Section 9. Definitions	3	Part-time position is defined as a position which has no benefits. (<i>Granville County Personnel Ordinance §1, pg 7</i>).	The definition provided for “limited service” and “part-time” employees contradicts the definitions currently being used by the County.	Revises definitions of “limited service” and “part-time” employees to harmonize with the current use of these terms and comply with the Affordable Care Act. Adds detailed language clarifying benefit eligibility for employee positions that are not full-time.	
2.	III.	Section 13. On-Call & Call-Back Compensation	12	No provision.	Non-exempt employees required to be on-call when the time is not substantially restricted will be compensated for seven hours of work at straight time for each week of on-call time. Includes a corresponding ratio for on-call time of less than one week.	Revises on-call compensation policy to harmonize with current county practices which allow policies and procedures to be established at the department level with the county manager’s approval.	

Article	Recommended Policy Section Title	Page	Granville County Existing Ordinances, Policies, &/or Current Practices	MAPS Group Recommendation	County Recommendation
3.	III. Section 17. Longevity Pay	13	No provision.	Provides for longevity pay compensation for years of continuous service.	Removes longevity pay section to harmonize with current practice. Note: If implemented, longevity pay would incur an annual cost of approx \$130K (including employer FICA & retirement contributions).
4.	III. Section 18. Certification & Educational Incentives	13	Certifications. No formal written policy although current practice rewards employees at 2.5% for certification levels. Inspections Dept has their own separate certification structure. Advanced Education Degrees. No provision.	General reference made to county manager establishing separate schedule for salary increases.	Certifications. Inserts written policy for application of pay incentives at 2.5% for certification levels. Specific conditions apply. Advanced Education Degrees. Establishes 2.5% pay incentive for obtaining advanced education degrees which benefit the organization and assist the employee to obtain future advancement opportunities within the County. Specific conditions apply.
5.	IV. Section 4. Probationary Period	17	Probationary period for all employees is currently nine months. (<i>Granville County Personnel Ordinance §108, pg 24</i>).	Adjusts the probationary period to 12 months for sworn law enforcement and department heads, and six months for all other employees.	No change from recommendation.
6.	V. Section 11. Safety Policy	23	General language that the County is committed to providing a safe working environment for employees. (<i>Granville County Personnel Ordinance §7, pg 9</i>).	General reference made to policies which may be established separately by the county manager.	Inserts a reference to the County's comprehensive Risk Control Manual as well as a condensed summary of safety policies and training requirements for new employees established therein.
7.	V. Section 12. Substance Abuse Policy	25	Current practice is testing for pre-employment only.	General reference made to policies which may be established separately by the county manager.	Establishes screening criteria and policies for pre-employment, reasonable suspicion, post-accident/incident, and federal or state-mandated testing. Also establishes process for random testing of safety sensitive positions.
8.	V. Section 21. Travel Policy	34	Separate policy document established meal reimbursement rates.	N/A	Revises meal reimbursement rates to reflect current prices (page 36).
9.	V. Section 22. Professionalism, Appearance, & Grooming	36	General language regarding dressing appropriately as dictated by the position. (<i>Granville County Personnel Ordinance §8, pg 9</i>).	N/A	Adds language for professionalism and image standards along with an expanded explanation and examples of appropriate dress and grooming. Inclusion of body art and personal hygiene standards to reflect issues encountered in the contemporary work environment.

Article	Recommended Policy Section Title	Page	Granville County Existing Ordinances, Policies, &/or Current Practices	MAPS Group Recommendation	County Recommendation
10.	VI. Section 9. Law Enforcement Separation Allowance	41	N/A	N/A	Adds a locally-authorized separation allowance policy for a one-time payment of \$500 to eligible sworn law enforcement officers retiring from County service.
11.	VI. Section 11. Employee Assistance Program	42	Current policy includes provision for employees to seek assistance from the Employee Assistance Program (EAP) provider.	N/A	Expands EAP utilization to include supervisory referrals for employees demonstrating work or behavior patterns that are detrimentally affecting their job performance or are overly disruptive to the workplace when interaction is warranted.
12.	VII. Section 2. Holidays	44	N/A	N/A	Adds a “flex” holiday for employees to observe any federally-recognized holiday when County offices would normally be open [i.e., Columbus Day, President’s Day, Juneteenth (if it becomes a federal holiday)].
13.	VII. Section 5. Annual Leave & Section 12. Sick Leave	45 & 47	Annual or sick leave may be taken in quarter hours. (<i>Granville County Personnel Ordinance §124(C), pg 28 and §125(C), pg 30</i>).	N/A	Adjusts eligible leave use to half-hour increments.
14.	VII. Section 27. Voluntary Shared Leave	54	Shared leave subject to a maximum of 975 hours. (<i>Granville County Personnel Ordinance §125.1(C), pg 31</i>).	N/A	Decreases shared leave maximum to 450 hours (correlates to maximum 12-weeks for FMLA leave).
15.	IX. Section 8. Name Clearing Hearing	60	No provision.	New policy which is intended to protect public employees’ 14 th Amendment liberty interest in employment.	No change from recommendation.
16.	X. Section 4. Grievance Procedure	63	N/A	Includes option to request mediation for grievances at the employee-to-supervisor level.	Removes option for mediation for grievances at the employee-to-supervisor level.
17.	X. Section 6. Grievance and Adverse Action Appeal Procedure for Discrimination	64	No provision.	Allows employees to appeal an alleged act of discrimination for up to six months following the action.	Reduces the appeal time from “up to six months” to “up to three months”.



COUNTY OF GRANVILLE PERSONNEL POLICY

Effective Month DD, YYYY

**GRANVILLE COUNTY
PERSONNEL POLICY**

BE IT RESOLVED by the Board of County Commissioners for Granville County that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment for the employees of the County.

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ARTICLE I. GENERAL PROVISIONS

SECTION 1. PURPOSE OF THE POLICY

The purpose of this Policy and the rules and regulations set forth herein is to establish a fair and uniform system of personnel management for all County employees under the administration of the county manager, sheriff, register of deeds, Elections Board, Soil and Water Conservation Board, or Social Services Board. These are the official appointing authorities covered by this Personnel Policy. State requirements will supersede this document for positions subject to the State Human Resources Act whenever there is a conflict. This Policy is established under authority of NC General Statutes G.S. 153A, Article 5 and G.S. 126.

SECTION 2. MERIT PRINCIPLES

All appointments and promotions will be made based solely on merit and these decisions are within the County's discretion. All positions requiring the performance of the same duties and fulfillment of the same responsibilities will be assigned to the same class and the same salary range. No applicant for employment or employee will be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, religion, color, sex, national origin, sexual orientation, age, veteran status, marital status, political affiliation, non-disqualifying disability, genetic information, or on the basis of actual or perceived gender as expressed through dress, appearance, or behavior.

SECTION 3. RESPONSIBILITIES OF THE COUNTY BOARD OF COMMISSIONERS

The County Board of Commissioners will be responsible for establishing and approving the Personnel Policy and the Position Classification and Pay Plan and may change the policies and benefits as necessary. The Board also will make and confirm appointments when so specified by the General Statutes.

SECTION 4. RESPONSIBILITIES OF THE COUNTY MANAGER

The county manager will be responsible to the County Board of Commissioners for the administration and technical direction of the human resources program. The county manager or his/her designee will appoint, suspend, and remove all County officers and employees except those elected by the people or whose appointment is otherwise provided for by law as shown in Section 9 of this Article. The county manager will make appointments, dismissals, and suspensions in accordance with the state statutes and other policies and procedures spelled out in this Policy.

The county manager will:

- (a) recommend policies and revisions to the personnel system to the County Board of Commissioners;
- (b) make changes as necessary to maintain an up to date and accurate Position Classification Plan;
- (c) recommend necessary revisions to the Pay Plan;
- (d) determine which employees will be subject to the overtime provisions of the Fair Labor Standards Act (FLSA);
- (e) develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the County;
- (f) perform such other duties as may be assigned by the County Board of Commissioners not inconsistent with this Policy; and
- (g) appoint an employee to the role of human resources director or serve in that role for the County.

SECTION 5. RESPONSIBILITIES OF THE HUMAN RESOURCES DIRECTOR

The county manager will appoint a human resources director or perform this role himself or herself. If serving in the role of human resources director, the manager may delegate any or all these responsibilities as he or she may deem necessary and proper.

The responsibilities of the human resources director are to make recommendations to the county manager on the following:

- (a) recommend policies and revisions to the personnel system to the county manager for consideration;
- (b) recommend changes as necessary to maintain an up to date and accurate Position Classification Plan;
- (c) recommend necessary revisions to the Pay Plan;
- (d) recommend which employees will be subject to the overtime provisions of FLSA;
- (e) maintain a roster of all persons in County service;
- (f) establish and maintain a list of authorized positions in County service at the beginning of each budget year which identifies each authorized position, class title of position, salary range, any changes in class title and status, position number, and other such data as may be useful;
- (g) develop and administer such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the County;
- (h) develop and coordinate training and educational programs for County employees;
- (i) investigate the operation and effect of the personnel provisions of this Policy periodically;
- (j) ensure that the County complies with various human resources related laws and regulations;
- (k) perform such other duties as may be assigned by the county manager not inconsistent with this Policy;
- (l) identify and work to resolve barriers to employee engagement and effective performance;
- (m) provide consultation to employees, department heads, and elected officials regarding legal and up to date human resources practices, employee relations and morale, equal treatment of employees, and other issues; and
- (n) ensure that all employees receive and acknowledge receipt of access to a copy of this Personnel Policy and any revisions.

SECTION 6. RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

Supervisors will meet their responsibilities as directed by the Board and/or the county manager, being guided by this Policy and County Ordinances. The County will require all supervisors to meet their responsibilities by:

- (a) dealing with all employees in a fair and equitable manner and upholding the principles of equal employment opportunity;
- (b) developing and motivating employees to reach their fullest potential through continued education and training;
- (c) communicating clear performance expectations and making objective evaluations of individual work performance at least annually and discussing these evaluations with each employee to facilitate effective employee performance and bring about any needed improvements;

- (d) keeping employees informed of their role in accomplishing the work of their unit and of conditions or changes affecting their work; and
- (e) making every effort to resolve employee problems and grievances and advising employees of their rights and privileges.

SECTION 7. APPLICATION OF POLICIES, RULES, AND REGULATIONS

This Policy and all rules and regulations adopted pursuant thereto will be binding on all County employees. The county manager, county attorney, elected officials, and appointed members of the County Board, advisory boards, and commissions will be exempted except in sections where specifically included. An employee violating any of the provisions of this Policy will be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which may have been violated. All employees are expected to cooperate with any investigations conducted by the County.

SECTION 8. DEPARTMENTAL RULES AND REGULATIONS

Because of specific personnel and operational requirements of various County departments, each department is authorized to establish supplemental rules and regulations applicable only to the personnel of that department. All such rules and regulations must not in any way conflict with the provisions of this Policy but will be considered as a supplement to this Policy. Department-specific policies must be approved by the county manager and/or the respective departments' governing boards.

SECTION 9. DEFINITIONS

For the purposes of this Policy, the following words and phrases will have the meanings respectively ascribed to them by this section:

Appointing Authority. The county manager will be designated as the appointing authority with the following exceptions:

- (a) The sheriff shall be the appointing authority for positions in the Sheriff's Department;
- (b) The register of deeds shall be the appointing authority for positions in the Register of Deeds Department;
- (c) The Board of Elections shall be the appointing authority for positions in the Elections Department;
- (d) The social services Director shall be the appointing authority for positions in the Social Services Department;
- (e) The Soil and Water Conservation Board will be the appointing authority for staff in that function; and
- (f) Others as designated by the county manager.

Full-time employee. An employee who is in a position for which an average work week equals at least 37.5 hours and continuous employment of at least 12 months is required by the County. Such employees are eligible for benefits.

Limited service. An employee appointed to a position for which continuous employment required by the County is less than 12 months. Such employees are not eligible for benefits other than FICA and workers' compensation with the exception that employees scheduled to work more than 30 hours per week for more than three consecutive months are eligible for health insurance under the Affordable Care Act.

Part-time employee. An employee who is in a position for which continuous employment of at least 12 months are required by the County and an average work week over the course of a year is less than 37.5 hours. Eligibility for benefits and enrollment in the North Carolina Local Governmental Employees' Retirement System are dependent on the hours worked over the course of a calendar year.

- (a) Positions requiring an average work week of less than 20 hours (i.e., less than 1,000 hours of work in a calendar year) are not eligible for benefits other than FICA and workers' compensation.
- (b) Positions requiring an average work week of at least 20 hours but less than 30 hours (i.e., at least 1,000 hours of work in a calendar year) are not eligible for benefits other than FICA and workers' compensation. As a condition of employment such employees shall join the North Carolina Local Governmental Employees' Retirement System as outlined in this Policy. This classification of part-time employees is not currently authorized for use.
- (c) Part-time employees in positions for which an average work week is at least 30 hours, but less than 37.5 hours are eligible for FICA, workers' compensation, health insurance under the Affordable Care Act, and pro-rated holiday, annual, and sick leave as outlined in this Policy. As a condition of employment, such employees shall join the North Carolina Local Governmental Employees' Retirement System as outlined in this Policy. This classification of part-time employees is not currently authorized for use.

Permanent position. A position authorized for the budget year for a full 12 months and budgeted for 20 or more hours per week. All County positions are subject to budget review and approval each year by the Board of Commissioners and all employees' work and conduct must meet County standards; therefore, reference to "permanent" positions or employment should not be construed as a contract or right to perpetual funding or employment.

Probationary employee. An employee appointed to a full or part-time regular position who has not yet successfully completed the designated probationary period. Persons in trainee appointments are a probationary employee for the full duration of their appointment in that status.

Regular employee. An employee appointed to a full or part-time position who has successfully completed the designated probationary period.

Work Against Appointment. The County will follow the requirements of the State Human Resources Act where required. When qualified applicants are unavailable and there is no trainee provision for the classification of the vacancy, the appointing authority may appoint an employee below the level of the regular classification in a "work against" appointment. This appointment is for the purpose of allowing the employee to gain the qualifications needed for the full class through on-the-job experience. A "work against" appointment may not be made without clear justification when applicants are available who meet the training and experience requirements for the full class in the position being recruited.

ARTICLE II. POSITION CLASSIFICATION PLAN

SECTION 1. PURPOSE

The Position Classification Plan provides a complete inventory of all authorized and permanent positions in County service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities. All positions covered by the Personnel Policy are to be classified according to the assigned duties, responsibilities, qualifications needed, and other required factors. In order to ensure its continuing value as a personnel management tool, the Position Classification Plan will be maintained to reflect the current work assignments and other conditions and requirements which are factors in proper classification and allocation of regular positions.

Positions in the Department of Public Health and Department of Social Services will be classified by the NC Office of State Personnel in compliance with the rules and regulations under the State Human Resources Act.

SECTION 2. COMPOSITION OF THE POSITION CLASSIFICATION PLAN

The classification plan will consist of:

- (a) a grouping of positions in classes which are approximately equal in difficulty and responsibility, which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
- (b) class titles descriptive of the work of the class;
- (c) written specifications for each class of positions; and
- (d) an allocation list showing the class title of each position in the classified service.

SECTION 3. USE OF THE POSITION CLASSIFICATION PLAN

The classification plan is to be used:

- (a) as a guide in recruiting and examining applicants for employment;
- (b) in determining lines of promotion and in developing employee training programs;
- (c) in determining salary to be paid for various types of work;
- (d) in determining personnel service items in departmental budgets; and
- (e) in providing uniform job terminology.

SECTION 4. ADMINISTRATION OF THE POSITION CLASSIFICATION PLAN

The county manager will be responsible for administration of the Position Classification Plan and with assistance from the human resources director will allocate each position covered by the plan to its appropriate class. The human resources director will periodically review portions of the classification plan and recommend revisions to the county manager to ensure that classifications accurately reflect current job duties and responsibilities and will also periodically review the entire classification plan and recommend major changes to the county manager when warranted.

The Office of State Personnel shall administer the classification plan for employees who are subject to the State Human Resources Act.

SECTION 5. AUTHORIZATION OF NEW POSITIONS AND THE POSITION CLASSIFICATION PLAN

New positions will be established upon recommendation of the county manager and approval of the County Board of Commissioners. New positions will be recommended to the County Board of Commissioners with a recommended class title after which the human resources director, with the approval of the county manager, will either allocate the new position(s) into the appropriate existing class or revise the Position Classification Plan to establish a new class to which the new position(s) may be allocated. The Position Classification Plan, along with any new positions or classifications, will be approved by the County Board of Commissioners and kept on file with the human resources director. Copies will be available to all employees for review upon request.

SECTION 6. REQUEST FOR RECLASSIFICATION

Any employee who considers the position in which he or she is classified to be improper must submit a written request for reclassification to their immediate supervisor, who will immediately transmit the request to the human resources director through the chain of command. To maintain a fair and accurate Classification and Pay Plan, the human resources director will study the request upon receipt, determine the merit of the reclassification, and recommend to the county manager any necessary changes for consideration in the next budget process.

ARTICLE III. THE PAY PLAN

SECTION 1. DEFINITION

The Pay Plan includes the salary schedule and the assignment of classes to salary grades and ranges adopted by the County Board of Commissioners. The salary schedule consists of hiring and maximum rates of pay for each job classification approved by the County Board of Commissioners. Salary increases within the pay range shall be based on criteria established by the county manager and approved by the County Board of Commissioners.

SECTION 2. ADMINISTRATION AND MAINTENANCE

The county manager will be responsible for the administration and maintenance of the Pay Plan. All employees covered by the Pay Plan will be paid at a rate within the salary range established for the respective position classification, except for employees in trainee status or employees whose existing salaries are above the established maximum rate following transition to a new Pay Plan.

The Pay Plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in public employment in the area, changes in the cost of living, the financial conditions of the County, and other factors. To this end, from time to time the county manager, assisted by the human resources director, will make comparative studies of all factors affecting the level of salary ranges and may make minor adjustments in the allocation of positions to salary grades. When major adjustments encompassing numerous positions are needed, or when a general adjustment is needed to the Pay Plan, the county manager will recommend to the Board such changes in salary ranges as appear to be warranted. As part of the annual budget process, the Board may adopt the salary schedule and assignment of job classes to salary grades, including any minor adjustments made by the county manager during the previous budget year.

When necessary, the county manager may approve in-range salary adjustments not to exceed ten percent to accommodate inequities, special performance or achievements, or other issues.

Periodically, the county manager will recommend that individual salary ranges be studied and adjusted as necessary to maintain market competitiveness. Such adjustments will be made by increasing or decreasing the assigned salary grade for the class and adjusting the rate of pay for employees in the class when the action is approved by the County Board of Commissioners.

SECTION 3. STARTING SALARIES

All persons employed in positions approved in the Position Classification Plan will usually be employed at the hiring rate for the classification in which they are employed. On the recommendation of the department head and human resources director and with the approval of the county manager, employee salaries may be approved above the minimum of the pay range. Reasons for hiring above minimum include exceptional education and experience qualifications of the applicant, a shortage of qualified applicants, and/or the refusal of qualified applicants to accept employment at minimum. The human resources director and department head will consider internal equity of other department employees when making a recommendation above minimum.

Elected officials, i.e. the sheriff and register of deeds, shall be paid upon initial election or appointment at the rate of pay of the previous incumbent less 1% for each year of service in the position by the previous incumbent.

SECTION 4. TRAINEE DESIGNATION AND PROVISIONS

Applicants being considered for employment or County employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred by the appointing authority to a "trainee" status, or under the State Human Resources Act job classes as a "work against". In such cases, the supervisor must prepare a Trainee Progress Report which tracks progress in training competencies and identifies a specific time period for the employee to meet the minimum qualifications for the job classification. A report must be completed every 60 days and submitted to the Human Resources Department for the duration of the trainee period. An employee will remain at the trainee or "work against" salary level until the department head certifies that the employee is qualified to assume full responsibilities of the position and the county manager approves the certification. The department head will review the progress of each employee in a trainee or "work against" status every six months or more frequently as necessary to determine when the employee is qualified to assume full responsibilities of the position.

"Trainee" salaries may be two grades below the hiring rate established for the position for which the person is being trained (Note: Positions subject to the State Human Resources Act may be assigned no more than two grades below for trainee purposes.) The actual assignment should be reviewed and approved by the human resources director. A new employee designated as a "trainee" appointment will be in a probationary status until requirements for the full job class are met.

If the training is not successfully completed as planned, the employee will be transferred, demoted, or dismissed. If the training is successfully completed, the employee will be paid at least at the hiring rate established for the job class.

SECTION 5. PROBATIONARY PAY INCREASES

Employees hired or promoted at the hiring rate of the pay range will receive a salary increase within the salary range of up to 5% upon successful completion of the probationary period. Employees serving a 12-month probationary period are eligible for consideration for this pay increase after six months of successful employment; employees with a 12-month probationary period who receive an increase at the six-month review will not be eligible for an increase at the end of the 12-month probationary period.

SECTION 6. PERFORMANCE PAY

Upward movement within the established salary range for an employee is not automatic but rather based upon specific performance criteria. Procedures for determining performance levels and performance pay increases will be established in procedures approved by the county manager, consistent with budgets approved by the Board of County Commissioners. Employees at or above the maximum of the range are not eligible for a performance pay increase but may be eligible for a performance bonus.

SECTION 7. PERFORMANCE BONUS

Employees who are at or above the maximum amount of the salary range for their position classification will be eligible to be considered for a performance bonus when performance pay has been authorized and budgeted. Performance bonuses will be awarded based upon the employee's performance as described in the performance evaluation and will be the same percentage of annual salary as employees within the salary range with the same performance level. Performance bonuses do not become part of base pay and will be awarded in a lump sum payment.

SECTION 8. SALARY EFFECT OF PROMOTIONS, DEMOTIONS, TRANSFERS, AND RECLASSIFICATIONS

See [Article IV](#) for definition of promotions, demotions, and transfers as used in this Policy.

Promotions. The purpose of the promotion pay increase is to recognize and compensate an employee for assuming increased responsibility. When an employee is promoted to a position with a higher salary grade, the employee's salary will normally be advanced to the hiring rate of the new position or to a salary which provides an increase of at least 5% over the employee's salary before the promotion, whichever is greater. In the event of highly-skilled and qualified employees, shortage of qualified applicants, or for other reasons related to the merit principle of employment, the county manager may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employee's qualifications for the job and relative worth to the County, taking into account the range of the position and relative qualifications of other employees in the same classification. In no event will the new salary exceed the maximum rate of the new salary range.

The amount of the salary adjustment should be based upon:

- (a) the employee's related education, training, and experience;
- (b) the nature and magnitude of the change in jobs;
- (c) budget availability;
- (d) consistency with similar situations in the past;
- (e) internal equity within the work unit; and
- (f) other relevant issues.

Cost of living (or market adjustment), probationary increases for a previous job, and other in-range increases cannot take the place of a promotional increase. The position of the employee's adjusted salary within the new salary range will not exceed the position of the employee's salary in the current range.

Demotions. When an employee is voluntarily demoted to a position for which he or she qualifies, the salary will be set at the rate in the lower pay range which provides a salary commensurate with the employees' qualifications to perform the job. If the current salary is within the new range, the employee's salary may be retained at the previous rate, if appropriate. Consideration should be given to whether the employee is receiving the same pay for decreased workload or responsibility level, and action should be appropriate to this consideration along with internal equity of the pay rate of other employees in the same classification.

If the demotion is the result of disciplinary action, the salary will be decreased at least 5% but may be no greater than the maximum of the new range.

Transfers. The salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary grade will not be changed by the reassignment.

Reclassifications. An employee whose position is reclassified to a class having a higher salary range will receive a pay increase of approximately 5% or an increase to the hiring rate of the new pay range, whichever is greater. If the position is reclassified to a lower pay range, the employee's salary will remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee will be maintained at the current level until the range is increased above the employee's salary.

SECTION 9. SALARY EFFECT OF SALARY RANGE REVISIONS

When a class of positions is assigned to a higher salary range as a result of labor market conditions, employees in that class will receive a 5% increase for each salary grade increase, if such increases do not

exceed the midpoint of the new range. At a minimum, the employee will receive a 5% increase for the range revision even if such an increase takes the employee above the midpoint of the new range. When a class of positions is assigned to a lower salary range, the salaries of employees in that class will remain unchanged. If the assignment to a lower salary range results in an employee being paid at a rate above the maximum established for the new class, the employee's salary will be maintained at that level until such time as the salary range is increased above the employee's current salary.

SECTION 10. TRANSITION TO A NEW SALARY PLAN

The following principles will govern the transition to a new salary plan:

- (a) No employee will receive a salary reduction as a result of the transition to a new salary plan.
- (b) Employees being paid at a rate lower than the hiring rate established for their respective classes will have their salaries raised to the new hiring rate for their classes. The only exception will be those employees currently being paid at a trainee rate, or in a "work against" status. These employees will remain in their same relative pay status in the new salary grade assigned.
- (c) Employees being paid at a rate above the hiring rate and below the maximum rate are considered as being paid at a competitive rate for the job class and may receive any approved salary plan implementation increases as authorized by the Board.
- (d) Employees being paid at a rate above the maximum rate established for their respective classes will be maintained at that salary level with no increase in base pay until such time as the salary range is increased above the employees' current salary (i.e., no performance/merit pay increase, market adjustment/cost of living increase, or any other increase to the base pay until the employee is within the appropriate salary range).

SECTION 11. EFFECTIVE DATE OF SALARY CHANGES

Salary changes approved after the first working day of a pay period will become effective at the beginning of the next pay period, or at such specific date as may be approved by the county manager.

SECTION 12. OVERTIME PAY PROVISIONS

County employees can be requested and may be required to work overtime hours as necessitated by the needs of the County and determined by the supervisor. All overtime work must be authorized in advance and properly documented on the employee's time sheet.

Supervisors will attempt to arrange employee work and schedules to accomplish the required work within the standard workweek to avoid incurring overtime. The County's standard workweek begins at 12:01 a.m. on Sunday and ends at 12:00 a.m. on Saturday, unless an alternate schedule has been designated by the county manager.

The County will comply with the provisions of the Fair Labor Standards Act (FLSA). The county manager will determine, based on the recommendation of the human resources director, which jobs are "Non-Exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

Non-Exempt Employees. Employees are expected to work during all assigned periods except during scheduled breaks or mealtimes. Except in emergency situations, employees are not to perform work at any time they are not scheduled unless they receive prior approval from their department head or supervisor.

Non-exempt employees will be paid a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7-day period; or 171 hours in a 28-day cycle for sworn law enforcement personnel). Hours worked beyond the FLSA established limit will be compensated in time or pay at the appropriate overtime rate. In determining eligibility for overtime in a work period, only hours actually worked will be considered; annual, sick leave, holidays, or on-call time are not included in the computation of hours worked for FLSA purposes.

Whenever practical, instead of permitting non-exempt employees to work overtime, departments will schedule time off on an hour-for-hour basis within the applicable workweek or work period. When time off within the applicable workweek or work period cannot be granted, overtime worked will be given in the form of compensatory time off or paid time in accordance with the FLSA.

Earned compensatory time may be granted whenever feasible and determined by the department head, based on recommendations from the supervisor. As of the adoption date of this Policy, the FLSA permits non-exempt employees to accumulate a maximum of 240 hours of compensatory time (sworn law enforcement officers may accumulate a maximum of 480 hours).

Supervisors are encouraged to approve the use of compensatory time within three months after it is earned whenever possible. In all cases, employees must use accrued compensatory time before using any accrued annual or sick leave. Non-exempt employees separating from employment will be paid for their compensatory time balances.

In a declared local, state, or federal state of emergency where employees are required to work long and continuous hours over multiple days, to ensure safe working conditions the county manager is authorized to approve compensation at a rate up to double time for those hours worked in excess of 40 hours per week and/or granted time off with pay for rest and recuperation. This provision applies to both exempt and non-exempt employees including the county manager.

Exempt Employees. Employees in positions determined to be "Exempt" from the FLSA (executive, administrative, or professional staff) will not receive pay for hours worked in excess of their normal work periods. Exempt employees may be granted compensatory leave by their supervisor on an hour for hour basis where the convenience of the department allows and in accordance with procedures established by the county manager. Such compensatory time is not guaranteed to be taken and ends without compensation upon separation from the organization.

SECTION 13. ON-CALL AND CALL-BACK COMPENSATION

The County provides continuous service to its citizens 24 hours a day, seven days a week; therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. One of the conditions of County employment is the acceptance of a share of the responsibility for continuous service in accordance with the nature of each job. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee may be subject to disciplinary action up to and including dismissal by the appointing authority.

On-Call/Standby. On-call (standby) time consists of scheduled non-work hours in excess of the standard work period when an employee is required (1) to be available to be called back to work on a regular or emergency basis; (2) to respond within a reasonable period of time; and (3) to be free from the influence of alcohol or narcotics and able to work. All on-call/standby schedules must be submitted to the Human Resources Department. Employees eligible for standby compensation are those required to be on standby for at least one out of every six weeks or more frequently. The Human Resources Department will maintain

a list of employees who are approved for on-call compensation arrangements.

Employees who must remain near an established telephone or otherwise substantially restrict personal activities in order to be ready to respond when called are required by the FLSA to be compensated with regular pay for the on-call time.

When non-exempt employees are required to be "on-call" and the on-call time is not substantially restricted, employees will be compensated according to policies and procedures established by the department head and approved by the county manager. Hours actually worked while on stand-by are calculated beginning when the employee reports to the work site and are added to the regular total hours worked for the week.

Call-back. Call-back time consists of actual time spent when called back to work to handle an emergency or urgent situation. Non-exempt employees will be guaranteed a minimum payment of two hours of wages for being called back to work outside of normal working hours when not on stand-by. "Call-back" provisions do not apply to previously scheduled overtime work, training, meetings, etc. (scheduled one or more days in advance) or telework from home.

SECTION 14. PAYROLL SCHEDULE AND DEDUCTIONS

The payroll schedule will be established by the county manager and administered by the Finance Department. For full-time employees, the County observes a payroll schedule beginning on the sixteenth day of the month and ending on the fifteenth day of the following month with a pay date on the last working day of the month. If a pay date falls on a Saturday, Sunday, or holiday, employees will be paid on or before the last working day prior thereto. Part-time employees are paid on a bi-weekly basis. Deductions will be made from each employee's salary as required by law. Additional deductions may be made upon the employee's request and upon determination by the county manager in consult with the Finance Director as to the capability of payroll systems and appropriateness of the deduction.

SECTION 15. HOURLY RATE OF PAY

Employees working in a part-time or limited-service capacity with the same duties as full-time employees will work at a rate in the same salary range as full-time employees.

The hourly rate for employees working other than 37.5 hours per week, such as law enforcement officers, will be determined by dividing the average number of hours scheduled per year into the annual salary established for the position.

SECTION 16. PAY FOR AN INTERIM ASSIGNMENT IN A HIGHER-LEVEL CLASSIFICATION

An employee who is formally designated to perform the duties of a job that is assigned to a higher salary grade than the employee's regular classification for a period of at least one month will receive an increase for the duration of the interim assignment. The employee will receive a salary adjustment to the entry level (hiring rate) of the job in which the employee is acting or an increase of 10%.

Criteria involved in determining the amount of compensation will include:

- (a) the difference between the existing job and that being filled on a temporary basis, and
- (b) the degree to which the employee is expected to fulfill all the duties of the temporary assignment.

The salary increase will be temporary; upon completion of the assignment, the employee will go back to the salary he or she would have had if not assigned to the interim or acting role taking into account any

increase the employee would have received if not placed in the interim or acting role.

SECTION 17. DIRECT DEPOSIT

Employees will be paid by electronic transfer of funds to their designated bank account(s) and must furnish the Human Resources Department with sufficient information to effectuate the direct deposit. Employees will receive written or electronic documentation of their wages, deductions, and leave balances each pay period.

SECTION 18. CERTIFICATION AND EDUCATIONAL INCENTIVES

Certifications. Note: This Section does not apply to the certification structure in place for the County Inspections Department.

An employee may be requested or required to obtain an initial certification, or to attain additional certification levels that exceed the requirements on the position classification specification in order to fill a need identified by the department head and approved by the county manager. To request consideration of this increase for an employee, the department head must submit a written notice to the Human Resources Department as far in advance of the employee obtaining training or applying for the certification as possible. The written notice will be forwarded to the county manager for approval.

The County will pay for one certification school and up to two attempts at an exam for a single certification level. If the employee is unsuccessful in passing the exam after two attempts, no further payment for schools or exams for that certification level will be made; any additional attempts will be the employee's financial responsibility. Copies of all correspondence and certificates must be provided to Human Resources.

In recognition of the additional level of responsibility, employees are eligible for a 2.5% salary increase for each level of certification or specific certification(s) attained as outlined in this section. Employees who receive a pay incentive based on this policy must maintain the level of certification achieved. If the certification lapses, is suspended, or the employee changes roles within the organization and the certification is no longer utilized, any pay incentive(s) may be removed at the discretion of the county manager. See [Article V, Section 13](#) for requirements to report lapses, sanctions, suspensions, revocations, or other possible or confirmed loss of credentials.

Pay incentives subject to this Section will not apply in the following situations:

- (a) When the certification is or was a required condition of an employment offer;
- (b) When the certification is or was a requirement of the employee's position classification specification upon acceptance of an employment offer (pay for certification requirements and related levels of responsibility are considered when assigning positions to salary grades); or
- (c) When an employee independently obtains certifications for his or her own personal or professional development without being requested or required by the County.

The County will pay for renewal of required certifications in accord with [Section 13 of Article V](#).

To ensure proper budget planning, certification increases will usually be applied only at the beginning of a fiscal year; however, under certain circumstances, as when notification is given in advance of the current budget cycle or when salary reserves are available, the county manager may make an exception and apply the incentive at a time other than the start of the fiscal year.

Advanced Education Degrees. The County recognizes the importance of advanced education in the professional development of its employees and the benefits such education brings to the organization. To that end, employees pursuing a degree in higher education related to their current position or future advancement opportunities within County service are eligible for pay incentives as outlined in this section.

Pay incentives subject to this Section will not apply in the following situations:

- (a) When the education level or degree is or was a required condition of an employment offer; or
- (b) When the education level or degree is or was a requirement of the employee's position classification specification upon acceptance of an employment offer (pay for educational requirements and related levels of responsibility are considered when assigning positions to salary grades).

College courses shall usually be taken outside of regular work hours. Courses during working hours are typically not permitted but may be considered by the county manager on a case-by-case basis, if the work time can be made-up with minor schedule adjustments. Employees will not be paid for time spent in courses; however, employees may be eligible for reimbursement for tuition, registration fees, laboratory fees, books, and student fees upon successful completion of the individual course(s) as outlined in the County's Tuition Reimbursement Policy found in [Section 10 of Article VI](#).

Pre-Enrollment Considerations. Not all degrees received by employees will be eligible for this policy; therefore, employees pursuing an advanced education degree who intend to apply for a pay incentive should consult with their respective department head prior to enrollment.

In order to request consideration for a future pay incentive, the employee must submit a written statement that includes:

- (a) The name of the higher education institution;
- (b) The type of degree being pursued;
- (c) Major/Minor fields of study;
- (d) An explanation of how the degree relates to the employee's current position and/or future advancement opportunities with the County; and
- (e) Expected date of completion.

All requests must be submitted to the human resources director who will make a recommendation to the county manager for approval or denial.

Eligibility Criteria. Upon receipt of a qualifying degree, employees will be eligible for a pay incentive when the following conditions are met:

- (a) All steps and eligibility factors outlined in this section have been observed;
- (b) The employee has been employed full-time on a continuous basis with the County for a minimum of two years; and
- (c) At least 30% of the coursework to attain the degree was completed while employed by the County on a full-time basis.

The employee must submit a written statement requesting the pay incentive along with a copy of the original request, college transcripts, and degree certificate to the department head. The documentation will be forwarded to Human Resources to review for eligibility and recommendation to the county manager who will make the final determination.

Pay Incentives. Eligible employees will receive approved pay incentives as an addition to their base pay in the amount of 2.5% upon earning an associate degree (two-year); and/or 2.5% upon earning a bachelor's degree (four-year); and/or 2.5% upon earning a master's degree (post-secondary). The total maximum allowable pay incentive under this policy is 7.5% which would apply in the case of an eligible employee who did not possess any advanced degrees prior to applying for an incentive under this section.

To ensure proper budget planning, pay incentives will usually be applied only at the beginning of a fiscal year; however, under certain circumstances, as when notification is given in advance of the current budget cycle or when salary reserves are available, the county manager may make an exception and apply the incentive at a time other than the start of the fiscal year.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

SECTION 1. EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the County's policy to foster, maintain, and promote equal employment opportunity. The County shall select employees on the basis of the applicant's qualifications for the job and award them, with respect to compensation and opportunity for training and advancement including upgrading and promotion, without regard to race, religion, color, sex, national origin, sexual orientation, age, veteran status, marital status, political affiliation, disability, genetic information, or on the basis of actual or perceived gender as expressed through dress, appearance, or behavior. Applicants with physical disabilities shall be given equal consideration with other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of essential duties with or without reasonable accommodation.

SECTION 2. IMPLEMENTATION OF EQUAL EMPLOYMENT OPPORTUNITY POLICY

All personnel responsible for recruitment and employment will continue to regularly review the implementation of this Policy and relevant practices to ensure that equal employment opportunity based on reasonable, job-related requirements is being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of race, religion, color, sex, national origin, sexual orientation, age, veteran status, marital status, political affiliation, disability, genetic information, or on the basis of actual or perceived gender as expressed through dress, appearance, or behavior. Notices regarding equal employment matters shall be posted in conspicuous places on County premises in places where notices are customarily posted.

SECTION 3. RECRUITMENT, SELECTION, AND HIRING

Recruitment Sources. When position vacancies occur, the Human Resources Department will publicize these opportunities for employment, including applicable salary information and employment qualifications. Information on job openings and hiring practices may be published in local news media or on the County website as necessary to inform the community and create a quality and diverse pool of applicants. In addition, notice of vacancies will be posted at designated conspicuous sites within departments. Individuals will be recruited for an adequate period and from a geographic area as wide as necessary to ensure that well-qualified applicants are obtained. The North Carolina Division of Employment Security may also be used as a recruitment source. In rare situations because of emergency conditions, high turnover, etc., the County may hire or promote without advertising jobs upon approval of the county manager.

Job Advertisements. Employment advertisements will contain assurances of equal employment opportunity and will comply with federal and state statutes.

Application for Employment. All persons expressing interest in County employment will be given the opportunity to file an employment application for positions which are currently being recruited.

Application Reserve File. Applications will be kept for a period of two years in accordance with Equal Employment Opportunity Commission guidelines.

Selection. Department heads, with the assistance of the human resources director, will make such investigations and conduct such examinations as necessary to accurately assess the knowledge, skills, and experience qualifications required for the position. All selection devices administered by the County will

be valid measures of job performance.

References and Background Investigations. Before any commitment is made to an applicant, the County will conduct reference checks regarding the employee's qualifications and work performance. Physical examinations, drug screening, and criminal background investigations may also be performed. Conviction of a crime is not automatically disqualifying; the County will consider the severity of the crime, degree to which the crime is job-related which the applicant is being considered, and length of time since the conviction to determine the degree to which there is a business necessity for choosing not to hire the applicant.

Hiring. Before any commitment is made to an internal or external applicant, the department head will make recommendations to the human resources director including the position to be filled, the salary to be paid, and the reasons for selecting the candidate over other candidates on a Request to Hire form. The human resources director and department head will recommend approval of new hires and the starting salary for all applicants to the appointing authority. The county manager or human resources director will approve the starting salary and have the authority to approve negotiated benefits. All employment offers should be confirmed in writing. The Personnel Action Form, the original application for employment, a copy of the employment offer letter, and any additional supporting documents pertaining to the selected candidate should be submitted to the Human Resources Department prior to making a conditional offer to the candidate. These documents will become part of the new employee's personnel file.

SECTION 4. PROBATIONARY PERIOD

An employee appointed or promoted to a regular position will serve a probationary period. Sworn law enforcement personnel and department heads will serve a 12-month probationary period and all other employees will serve a six-month probationary period. Employees in trainee or "work against" appointments will have specific time frames established for their probationary period.

During the probationary period, supervisors will monitor an employee's performance and communicate with the employee concerning performance progress. Employees serving a 12-month probation will have a probationary review at the end of six months, as well as before the end of 12 months.

An important purpose of the probationary period is to provide an opportunity for the appointee to adjust to the new job. Likewise, it serves as a trial period during which the employee demonstrates his or her ability to perform the work, to demonstrate good work habits, and to work well with the public and coworkers. Before the end of the probationary period, the supervisor will conduct a performance evaluation conference with the employee to determine whether the employee is meeting job expectations. The employee's progress (accomplishments, strengths, and areas for improvement) will be discussed with the employee and a summary of this discussion should be documented in the employee's personnel file. The department head will recommend in writing to the county manager and human resources director whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. With approval of the county manager, probationary periods may be extended for three months with the possibility of one additional three-month extension for a maximum of six months' extension. The maximum probationary period for sworn law enforcement officers and department heads is eighteen months and for other County employees is 12 months.

Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without following the steps outlined in this Policy for disciplinary action.

A promoted employee who does not successfully complete the probationary period may be transferred

or demoted to a position in which the employee shows promise of success. If no such position is available, the employee will be dismissed. Promoted employees will retain all other rights and benefits such as the right to use grievance procedures.

SECTION 5. DEFINITION OF PROMOTIONS, DEMOTIONS, AND TRANSFERS

See [Article III, Section 8](#) for salary effect of promotions, demotions, transfers, and reclassifications.

Promotion. Promotion is the movement of an employee from their current position to a vacant position in a class assigned to a higher salary range. It is the County's policy to create career opportunities for its employees whenever possible; therefore, when a current employee applying for a vacant position is best suited of all applicants, that applicant will be promoted to the position. The County will balance three goals in the employment process:

- (a) the benefits to employees and the organization of promotion from within;
- (b) providing equal employment opportunity and a diversified workforce to the community; and
- (c) obtaining the best possible employee who will provide the most productivity in that position.

Thus, except in rare situations where previous County experience is essential or exceptional qualifications of an internal candidate so indicate, the County will consider external and internal candidates rather than automatically promoting from within. Candidates for promotion will be chosen based on their qualifications and their work records. Internal candidates will apply for promotions using the same application process as external candidates.

Demotion. Demotion is the movement of an employee from their current position to a position in a class assigned to a lower salary range. Demotions may be voluntary or involuntary. An employee whose work or conduct in the current position is unsatisfactory may be involuntarily demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such demotion will follow the disciplinary procedures outlined in this Policy. Demoted employees may appeal this decision based on the Grievance Process outlined in this Policy.

An employee may request a voluntary demotion when a vacant position is available. Employees may request voluntary demotions in order to accept a position with less complex duties and reduced responsibilities, to change career paths, or for other reasons. A voluntary demotion is not a disciplinary action and is made without using the above-referenced disciplinary procedures.

Transfer. Transfer is the movement of an employee from their current position to a position in a class in the same salary range. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee will apply for the transfer using the same application process as for external candidates. A department head wishing to transfer an employee to a different department or classification will make a recommendation to the county manager with the consent of the receiving department head. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this Policy. Employees who are transferred to a different department will serve a six-month probationary period.

ARTICLE V. CONDITIONS OF EMPLOYMENT

SECTION 1. WORK SCHEDULE

With approval of the county manager, department heads will establish work schedules which meet the operational needs of the department in the most cost-effective manner possible.

SECTION 2. POLITICAL ACTIVITY

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Employees may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the State of North Carolina and in accordance with the Constitution and laws of the United States. However, no employee will:

- (a) Engage in any political or partisan activity while on duty;
- (b) Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
- (c) Be required to contribute funds for political or partisan purposes as a duty of employment or as condition for employment, promotion, or tenure of office;
- (d) Coerce or compel contributions from another employee of the County for political or partisan purposes;
- (e) Use any supplies or equipment of the County for political or partisan purposes; or
- (f) Be a candidate for nomination or election to the office of County Commissioner.

Any violation of this section will be deemed improper conduct and will subject the employee to disciplinary action under this Policy.

SECTION 3. EXPECTATION OF ETHICAL CONDUCT

The proper operation of County government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government.

As stewards of public resources and holders of the public trust, County employees are expected to uphold the highest standards of ethical conduct while fulfilling their job duties and responsibilities. No County employee shall accept any gift, favor, or thing of value (more than \$50) from organizations, business firms, or individuals with whom they have official relationships because of County business. These limitations do not prohibit the acceptance of articles of negligible value which are distributed generally, nor prohibit employees from accepting social courtesies that provide good public relations, and do not prohibit employees from obtaining loans from public lending institutions. It is particularly important that inspectors, contracting officers, and law enforcement officers guard against relationships that might be construed as evidence of favoritism, coercion, unfair advantage, or collusion.

SECTION 4. OUTSIDE EMPLOYMENT

The work of the County will have precedence over other occupational interests of employees. All outside employment for salaries, wages, or commissions and all self-employment must be reported in advance to the employee's supervisor on the Request to Work Outside Employment form. The form must be

submitted to the appointing authority who will approve or disapprove the outside employment after a review is conducted by Human Resources for possible conflict of interest. Conflicting and/or unreported outside employment are grounds for disciplinary action up to and including dismissal. The Request to Work Outside Employment form will be placed in the employee's personnel file.

Examples of conflicts of interest in outside employment include but are not limited to:

- (a) employment with organizations or in capacities that are regulated by the employee or employee's department; or
- (b) employment with organizations or in capacities that negatively impact the employee's perceived integrity, neutrality, or reputation related to performance of the employee's County duties.

SECTION 5. DUAL EMPLOYMENT

The County prohibits any employee from holding more than one position without approval by the county manager. This includes any combination of full-time, part-time, or limited service employment. The County will consult FLSA regulations in any potential dual employment cases to ensure that the regulations are followed.

SECTION 6. EMPLOYMENT OF RELATIVES

The County prohibits the hiring and employment of immediate family members within the same work unit if such employment would result in one family member supervising or auditing the work of another, create a conflict of interest with either relative and the County, create the potential or perception of favoritism, or if one family member would occupy a position of influence over another's employment or any condition of employment. Examples of potential influence include but are not limited to hiring, promotions, salary administration, and disciplinary action.

The County also prohibits the employment of any person who is an immediate family member of individuals holding a position of county commissioner, county manager, assistant county manager, human resources director, clerk to the board, finance officer, or county attorney.

For the purposes of this Article, immediate family is defined as spouse, child, parent, sibling, grandparent, and grandchild to include in-law, step, and half relationships and this Article also includes individuals living in the same household who share a relationship comparable to immediate family members.

This clause shall not be retroactive concerning any relative currently working for the County or anyone who has filed for election at the time of adoption; however, it does require that an employee resign should an immediate family member be elected to county commissioner.

This section also prohibits the sheriff, register of deeds, social services director, and elections director from employing immediate family members in the departments that they supervise without prior approval of the Board of County Commissioners.

SECTION 7. HARASSMENT PREVENTION

The County prohibits harassment on the basis of race, religion, color, sex, national origin, sexual orientation, age, veteran status, marital status, political affiliation, disability, genetic information, or on the basis of actual or perceived gender as expressed through dress, appearance, or behavior. Harassment is defined as conduct that culminates in tangible employment action or is sufficiently severe or pervasive as to create a hostile work environment.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Any employee who believes that he or she may have a complaint of harassment may follow the Grievance Procedure described in this Policy or may file the complaint directly with the county manager, human resources director, or any department head who will advise the county manager or county attorney. The employee may file the complaint directly with the county manager if it involves a department head. The human resources director will ensure that an investigation is conducted into any allegation of harassment and advise the employee and appropriate management officials of the outcome of the investigation.

Employees witnessing harassment must also report such conduct to an appropriate County official.

Employees making complaints of harassment are protected against retaliation from alleged harassers or others.

SECTION 8. USE OF COUNTY TIME, EQUIPMENT, SUPPLIES, AND VEHICLES

County equipment, materials, tools, and supplies will not be available for personal use and are not to be removed from County property except when conducting official County business, unless approved by the county manager. No employee will purchase equipment or supplies for personal use through County purchase accounts. During working hours, an employee will only conduct County business. Use of County time, supplies, or equipment for personal or other purposes not related to the employee's County duties and responsibilities is prohibited and subjects the employee to disciplinary action, up to and including dismissal.

All employees who use County vehicles are required to follow applicable motor vehicle and safety requirements. Violation or misuse of County vehicles also subjects the employee to disciplinary action, up to and including dismissal.

Other policies expounding on the use of information technology, social media, cell phones, and email are included in subsequent sections of this Article.

Surrender of Property. An employee who terminates employment will be required to return all items of equipment, including uniforms, owned by the County. Failure to do so may result in a deduction for replacement costs from the employee's final paycheck.

SECTION 9. TELEWORK POLICY

Teleworking allows an employee to work at home or in a remote location as requested by the employee or required by the County. Specific terms and conditions for the individual teleworker will be identified in a Teleworking Agreement which must be signed by the employee and department head and forwarded for approval of the human resources director and county manager. The Agreement will be placed in the employee's personnel file.

Teleworking is a temporary arrangement approved on an as-needed basis with no expectation that such the arrangement is permanent. All requests must be approved by the county manager who will make the final decision on a case-by-case-basis. As such, no County employee is entitled to or guaranteed the opportunity to telework. Consideration of a teleworking agreement will require an evaluation of the

suitability of such an arrangement paying specific attention to job responsibilities, employee suitability, equipment needs, and tax and other implications.

Individuals requesting teleworking arrangements must have been employed with the County for a minimum of 12 months of full-time continuous, regular employment without any disciplinary actions during the previous 12 months. Part-time employees or full-time employees that have not completed their probationary period are not eligible for teleworking.

Teleworking does not change the terms and conditions of “at-will” employment and the teleworker will continue to be subject to all County policies and procedures. Salary, benefits, and job responsibilities do not change because an employee teleworks, except as they might have changed under non-teleworking conditions. Teleworkers agree to comply with all existing job requirements and are expected to work within their standard workday; work hours must be reflected on the time sheet according to standard County policy. Overtime is not allowed while teleworking unless specifically requested by the county manager or department head.

For the purposes of this policy, essential personnel are defined as employees who provide essential services to support efforts to restore the health, safety, and welfare of the County and its citizens during an emergency. The county manager will determine which individuals are essential personnel expected to be at their assigned workplace unless they have been specifically excused by the department head. Failure to work when and where directed may result in disciplinary action up to and including dismissal.

Teleworking is not to be viewed as a substitute for dependent care, and teleworkers are expected to arrange for someone to provide child and other dependent care, if needed. The County recognizes that one advantage of working at home is the opportunity to have more time with dependents, but it is the responsibility of each teleworker to ensure that they are fully able to complete their work assignments as required. Teleworkers are encouraged to discuss expectations of teleworking with family members prior to entering a probation period.

Extended temporary teleworking will be considered (1) while working on a short-term project; (2) for employees on family or medical leave (to the extent practical for the employee and the organization and with the consent of the employee's health care provider); and (3) other similar circumstances including but not limited to pandemics, natural disasters, etc.

Teleworking may be discontinued at any time at the request of either the teleworker or the county manager and providing there is an available workspace.

SECTION 10. PERFORMANCE EVALUATION

Department heads and/or supervisors will conduct performance evaluation conferences with employees under their supervision at least once a year utilizing the standardized schedule approved by the county manager. Documentation of any merit pay increase for which the employee is eligible must be submitted to the Human Resources Department by June 30 in order to be effective beginning July 16.

The new supervisor will be responsible for evaluating performance of transfers or promotions within his or her department and may work with the previous supervisor to obtain feedback on the employee's performance prior to the transfer or promotion. The department head will ensure that all changes in employee duties are reviewed and incorporated into a current job description.

The completed performance evaluation form will be placed in the employee's personnel file. Procedures for the performance evaluation program will be published by the human resources director with the approval of the county manager.

SECTION 11. SAFETY POLICY

Granville County is committed to the safety and welfare of all employees with a goal of reducing workplace accidents through prevention, education, and awareness. To enhance the County's safety program, a Safety Committee comprised of department heads, appointed officials, and internal employees has been established to support the safety mission and encourage employees to participate in the safety process.

Each level of County government has a role in ensuring a safe work environment: departments must develop and administer safety programs that make safety a matter of continuing concern, equal in importance to all other operational considerations; supervisors are responsible for conveying and providing safety training to personnel under their supervision; and employees are charged with the responsibility for cooperating with, and supporting, the safety program and its objectives.

Furthermore, as a condition of employment, every employee is expected to be concerned with personal safety, safety of fellow workers, and safety of the general public. This means willing acceptance and active support of approved safety rules and procedures, as well as participation in safety training. It is important that employees be constantly alert to potential hazards which are not referred to in any written practices, but which may result in injuries or property damage. Department heads and supervisors are responsible for ensuring safe work procedures, including the use of all required personal protective equipment, and providing necessary safety training programs. Employees who violate safety policies and procedures will be subject to disciplinary action up to and including dismissal.

The Emergency Management division is responsible for establishing and maintaining the County Safety Program as contained within the comprehensive Risk Control Manual. Department heads are responsible for providing employees with required safety education and training in harmony with the complete manual; however, a condensed summary of the policy's safety elements is included herein to familiarize employees with the basic safety requirements as well as the broad scope of the policy.

The manual itself contains detailed policies, procedures, and plans specific to:

- (a) Hazard control and self-inspection activities;
- (b) Emergency procedures consisting of an emergency action plan, basic emergency evacuations, and plans for special or unusual risks;
- (c) Claims management, incident reporting, and investigation measures;
- (d) Protective clothing and equipment;
- (e) Housekeeping;
- (f) Materials handling and lifting;
- (g) Fire prevention;
- (h) Hazard communication;
- (i) Motor vehicle safety;
- (j) Office safety;
- (k) Ladders and scaffolding;
- (l) Hand tools & power tools;
- (m) Cell phones;
- (n) Bloodborne pathogens;
- (o) Terrorist/bomb threat; and
- (p) Severe weather.

New Employee Training. New employees must be trained on safety policies and specific program components relevant to their position prior to undertaking certain duties requiring specific safety training

as identified at the department level and/or within 45 days of employment for certain duties not requiring specific safety-related training. Following training, an acknowledgement form stating that they have received training and agree to abide by the items outlined in the policy must be signed by the employee and department head and forward to the Human Resources Department for inclusion with the employee's personnel file.

At a minimum, the new hire process will cover the following fundamentals during safety orientation:

- (a) Safety program and committee structures;
- (b) Employee's responsibility to work safely;
- (c) Accident prevention;
- (d) Dress codes and safe dress;
- (e) Safe lifting;
- (f) Emergency plan and fire prevention;
- (g) Fire extinguishers;
- (h) How to make safety suggestions;
- (i) Situational awareness;
- (j) Bomb-threat protocol;
- (k) General hazard communication;
- (l) Smoking regulations;
- (m) How to report unsafe conditions; and
- (n) Accident reporting procedures;

In addition, the following department-specific training will be provided at the department level:

- a) Personal protective equipment (PPE) requirements, and how to use and maintain for job duties;
- b) Department emergency procedures;
- c) Authorization to use machinery/equipment;
- d) Safety procedures/hazard controls for the specific job;
- e) Job-specific Hazard Communication Training (SDS's);
- f) Safe lifting specific to department equipment; and
- g) Other specialized training (bloodborne pathogens, electrical safety, ergonomics, workstation adjustment, safe driving, etc.).

Supervisors are required to meet with each new employee at the end of their probationary period to discuss their performance and to give them the opportunity to ask questions and state concerns. Safety should be an important element in these reviews.

General Safety Procedures. Employees are required to abide by safety rules, act in a safe manner, and be knowledgeable of potential hazards related to their job. Job specific safety procedures must be developed by each department. The following general safety rules apply to County employees at all locations and will be enforced through the disciplinary process as outlined in [Article IX](#). Employees must:

- (a) report all personal injuries, no matter how minor, to his or her immediate supervisor as soon as possible. This must be done regardless of whether the injury results in lost time from work or requires medical attention.
- (b) not take any unnecessary chances or work under hazardous conditions. If an employee does not fully understand the job or task at hand, he or she should consult with the supervisor for further instruction.

- (c) avoid horseplay and practical jokes on the job. Any participation in such activities will be subject to immediate disciplinary action.
- (d) not drink alcoholic beverages or use illegal drugs on the job during working hours. Any employee reporting to work under the influence of alcohol or drugs shall be subject to procedures contained in the County's Substance Abuse Policy found in Section 12 of this Article.
- (e) obey all safety rules, signs, warnings, and instructions.
- (f) work at a speed consistent with safety. Running on the job is prohibited, except in obvious extreme emergencies.
- (g) use handrails on stairs or on elevated places.
- (h) use an appropriate ladder or other climbing device to reach elevated work, and not jump down from an elevation such as a ladder, bench, or platform.
- (i) inspect tools and equipment before use. Report defects to supervisors and other potential users. Do not use defective tools or equipment.
- (j) work clear of suspended loads; if a load is moved above where the employee is working, he or she must stand aside until it has passed by.
- (k) operate only the machinery or equipment for which he or she has been authorized and trained to operate safely.
- (l) remove jewelry such as rings, identification bracelets, etc. in work involving climbing, materials handling, or operating mechanical equipment.
- (m) never reach over moving parts of machinery or equipment.
- (n) never operate machinery or equipment with guards removed.
- (o) report to work in appropriate clothing suitable for the type of work performed. This includes footwear designed to protect feet and avoid slipping. Avoid wearing loose-fitting clothing or jewelry near machinery or equipment with moving parts. Loose hair longer than shoulder length must be tied back behind the shoulders when working around machinery.
- (p) always use the safety equipment and personal protective equipment provided.
- (q) practice good housekeeping to prevent accidents. Do not allow waste to accumulate in the work area. Dispose of waste materials properly.
- (r) report any unsafe conditions or unsafe acts to supervisors immediately.
- (s) observe all health and sanitation rules for the welfare and consideration of other employees.

Additional detailed procedures regarding safety, worker's compensation, injury, and infection control may be established by the county manager. The detailed policies and procedures shall be the final authority in any instance where such policies and procedures conflict with the summary information in this Policy.

SECTION 12. SUBSTANCE ABUSE POLICY

Granville County has an obligation to its employees and the public to take reasonable and appropriate steps to prevent substance abuse by its employees in or affecting the workplace. This policy is based in substantial part on the County's concern regarding the safety, health, and welfare of its employees, their families, and the community. Since it is impossible to anticipate every situation that may arise, before initiating any action supervisors or department heads should contact the county manager or human resources director to resolve any situation not addressed herein.

Before a drug and/or alcohol screening test ("Test") is administered, subjects must sign an Authorization

for Drug &/or Alcohol Test form and permit release of results to County officials with a need to know. A final applicant who refuses to consent will have the employment offer withdrawn; An employee who refuses to consent is subject to disciplinary action up to and including dismissal.

Employees using prescribed medications under a physician's direction, or an over-the-counter medication that could alter their ability to perform their duties and responsibilities, are required to notify their supervisor. The department head will consult with the human resources director to determine if the employee should be required to take sick leave or be allowed to continue to work and in what capacity. Notification of the employee's medication use and work status determination must be provided to Human Resources for inclusion with the employee's confidential medical file. Failure to notify the County regarding such prescribed medications is subject to disciplinary action up to and including dismissal.

Prohibited Conduct. The following conduct is expressly prohibited. Violations will result in disciplinary action up to and including dismissal:

- (a) Possession, consumption, manufacturing, distribution, dispensation or being under the influence of an unauthorized controlled substance, an illegal drug, drug paraphernalia, or alcohol while on duty, on County premises, in County-owned vehicles, or in any County work area. Law enforcement will be notified, as appropriate, where criminal activity is suspected.
- (b) Sale, use, or possession of illegal drugs; or possession with intent to sell illegal drugs.
- (c) Off-premises abuse of alcohol or controlled substances when these activities adversely affect job performance, job safety, or the public's confidence in an employee's ability to perform their duties in an adequate and effective manner.

Screening Criteria. Testing may be conducted under the following circumstances:

Pre-Employment. Applicants who have been offered employment will be required to undergo a Test as part of the hiring process, and the offer of employment will be withdrawn if results reveal the presence of illegal drugs or prescription drugs without a valid prescription.

Post-Accident/Incident. Employees will be tested when any of the following occur:

- (a) An accident/incident results in a fatality;
- (b) An employee causes or contributes to an accident that seriously damages County-owned vehicle(s), machinery, equipment or property, or results in an injury to themselves or another person requiring off-site medical attention; and
- (c) Any other time where there is reasonable suspicion that the accident/incident was caused by impairment from alcohol or drug use.

In any of these instances, the investigation and subsequent testing should take place within two hours but no more than eight hours following the accident, if not sooner. The employee will not be allowed to drive himself or herself to the testing facility under any circumstances.

Reasonable Suspicion. If a department head and/or supervisor suspects that an employee on duty has alcohol or drugs in their system, they should immediately contact Human Resources. Reasonable suspicion must be based on specific, objective facts, or reasonable inferences drawn from facts that would cause a reasonable person to suspect that the employee is or has been using drugs or alcohol. Facts supporting a reasonable suspicion determination include, but are not limited to, any one or more of the following:

- (a) Direct observation of prohibited drug or alcohol use or possession of same;
- (b) Slurred speech;

- (c) Odor or visible signs of a controlled substance or alcohol about the person;
- (d) Physical or verbal altercation;
- (e) Behavior that is so unusual that it warrants summoning a supervisor or other authority (i.e. confusion, disorientation, lack of coordination, irrational behavior);
- (f) A report of prohibited drug or alcohol use provided by a reliable and credible source; or
- (g) Arrests, citations, and deferred prosecutions associated with drugs or alcohol.

Federal or State-Mandated Testing. Employees who are subject to federal or state-mandated testing will be tested pursuant to such requirements notwithstanding this policy.

Random Testing. An employee that is entrusted with preserving public or employee health/safety has a special responsibility to maintain physical and mental fitness for duty while on the job. Random testing may be conducted on employees that hold safety-sensitive positions, chosen by a method that provides an equal probability that any employee from a group will be selected.

County positions defined as safety-sensitive include:

- (a) Sworn law enforcement and telecommunications personnel;
- (b) Positions requiring the consistent and frequent operation of heavy equipment or motor vehicles as a primary task;
- (c) Positions working around large equipment or with potential for hazards;
- (d) Positions working with youth and/or those required to drive citizens or clients;
- (e) Positions requiring the handling of hazardous materials, the mishandling of which may place the employee, fellow employees, or the public at risk of serious injury, or the nature of which would create a security risk in the workplace; and
- (f) Positions as required by law or as designated by the human resources director due to specific safety-sensitivity.

Return-to-Duty and Follow-Up Testing. Testing is conducted when an employee has violated policy standards and returns to performing duties following evaluation by substance abuse professionals and treatment, if necessary. Testing is conducted prior to the return to work and on an unannounced/random basis for up to two years. An employee who receives another positive drug and/or alcohol test after counseling and/or rehabilitation is subject to immediate dismissal.

Employees tested under the post-accident/incident, reasonable suspicion, or random testing provisions of this policy will be escorted by a supervisor or other County official to the testing site ensuring that the employee does not eat or ingest anything or acquire “clean” urine from another person. Once at the testing facility, medical staff are responsible for collection and chain of custody procedures. To ensure the employee’s privacy, the County official will not be a witness to the collection.

After the sample is obtained, the County official will either escort the employee home (or to some other requested destination) or obtain transportation for the employee if necessary.

Testing Facility Requirements. All testing must be conducted in compliance with the Controlled Substance Examination Act in NC General Statutes Chapter 95 Article 20. The County will select a medical facility or laboratory site to conduct the testing that has testing procedures that ensure privacy consistent with the prevention of tampering, methods of analysis that ensure reliable test results, chain of custody procedures to ensure proper identification and handling of samples, and storage procedures to ensure reliable results on confirmatory test of original samples.

Relief from Duty. An employee may be placed on administrative leave for the balance of the work shift

for post-accident/incident testing or placed on administrative leave pending results for reasonable suspicion testing. In either situation, employees will usually be placed on annual leave or leave without pay during the administrative leave time (since the employee is considered to be awaiting disciplinary action if the test is positive, use of sick leave is not authorized during this period).

Positive Test Results. A test that yields a positive result will be given a second or “confirmation” test using a gas chromatography/mass spectrometry test and a portion of the same sample used in the first test. If the confirmation results are positive, the applicant or employee will be notified and given the opportunity to rebut the results verbally or in writing; this rebuttal or explanation may be considered in making any employment decision.

After notice of a confirmed positive test, an applicant or employee may request yet a third retest of the original sample *at his or her expense* by notifying the County in writing of their intent within five working days after receipt of the confirmed positive test results. The retest of the original sample will be conducted with the same criteria used in the original test. If the retest does not confirm the original positive test result, no adverse employment action based upon the original test will be taken.

Confidentiality. Information from an applicant or employee’s drug and/or alcohol test is confidential and only those with a need to know are informed of the results; disclosure to any other person or organization is prohibited unless written authorization is obtained from the applicant or employee.

SECTION 13. CREDENTIALS AND CERTIFICATIONS

Some duties assigned to positions in local government service may be performed only by persons who are duly licensed, registered, or certified as required by the relevant law, rule, or regulation. Employees in such classifications are responsible for maintaining current, valid credentials. Annual or other periodic renewal fees for approved job-required certifications will be paid by the County.

Employees are required to notify their supervisor immediately upon notice of any pending disciplinary action, sanction or loss of privileges, suspension, revocation, lapse, or loss of any credentials that make them eligible to perform their duties or for which they have received a pay incentive based on [Article III, Section 18](#) of this Policy. While each situation will be assessed based on the specific circumstances, failure to obtain or maintain required credentials in good standing may deem an employee unqualified for their job duties. In such cases, the employee may be subject to immediate dismissal without warning. A written statement of the reason for the action and appeal rights will be provided.

SECTION 14. USE OF TOBACCO PRODUCTS

Smoking and the use of tobacco products are prohibited in all county-owned or leased buildings and vehicles. Smoking is also prohibited within 50 feet of a public entrance unless a variance is issued by the county manager; when granted, smoking areas will be clearly designated. The prohibition against tobacco products includes e-cigarettes or other devices which provide a vapor or nicotine substance and inhaler devices that simulate smoking.

SECTION 15. LACTATION SUPPORT FOR NURSING MOTHERS

The County is committed to family-friendly policies and benefits and accommodates breastfeeding mothers who wish to express breast milk when separated from their newborn during the workday. The County provides reasonable break times to express breast milk for the child for up to one year after the child’s birth.

When placed in a workplace refrigerator, breast milk must be labeled with the name of the employee and date of expressing the breast milk. Non-conforming products stored in the refrigerator may be removed. The employee storing milk in the refrigerator assumes all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and/or tampering.

Nursing mothers should work with the Human Resources Department to identify a room in the employee's work area where employees may express milk. Employees who work off-site or in other locations will also be accommodated with a private area as necessary.

For more information regarding this issue, see the FLSA guidelines regarding lactation provisions in Section 7 (r) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207) and Fact Sheet #73.

SECTION 16. DRIVER'S LICENSE

All employees who are in positions required on the class specification and any employee who drives a County vehicle must maintain an active driver's license as a condition of employment. The Human Resources Department will obtain signed authorization forms from these employees to monitor driving record for violations. If the driver's license is not in good standing, the employee may be transferred, suspended, demoted, or dismissed.

SECTION 17. INFORMATION TECHNOLOGY POLICY

The County's Information Technology (IT) Policy is designed to protect the integrity and reputation of County government and ensure that the County's digital footprint is secure and in line with a consistent brand image. It is monitored and reviewed annually for revisions by an IT Steering Committee composed of a cross-section of County personnel. Changes to the policy recommended by the Committee must be submitted to the county manager for approval and to the Board of Commissioners as deemed appropriate. All new employees must read the comprehensive Granville County Information Technology Policy document (available on the County website or from the Human Resources Department) and sign an acknowledgement form stating that they received security and compliance training and agree to abide by the items outlined in the policy. Applicable sections of the policy are included herein merely to provide employees with the minimum requirements and guidance for securing County information systems and for acceptable use of these systems.

The IT Steering Committee is responsible for ensuring that all new employees receive training in County IT policies and compliance within 45 days of their hire, and that all employees receive ongoing training on information security and compliance topics.

Records Management. Management of electronic public records is a matter of legal, ethical, and organizational importance. An electronic record is a record that is created or reproduced in any medium by means of any system requiring aid of electronic technology to make the record intelligible, and which is dependent upon a combination of hardware, software, and computer files. Electronic records retention must meet the same legal requirements as paper (see NC General Statute 132).

Confidential records include, but are not limited to, medical and mental health records, personnel records, prison records, student records, blueprints for public buildings, bank account records, social Services records deemed confidential according to DSS Policies, etc. All users of County information systems shall comply with all laws, regulations, and County policies and procedures regarding confidential and sensitive information.

According to the NC General Statutes, no public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with G.S. 121-5 and G.S. 130A 99 without the consent of the Department of Cultural Resources.

Acceptable Use. County information systems include, but are not limited to, desktop PC's, mobile devices such as laptops and tablets, County-issued cell phones and other data devices (including MiFi's), County email systems, and County Wi-Fi and Internet. Granville County owns all property rights to any content or other matter created, received, transmitted, stored on, or deleted from any County information system; therefore, users of County information systems should have no expectation of privacy from use of these systems. Storage of user's personal information on County systems is at the user's risk. Such information may be subject to public disclosure or review by County officials.

Personal use is when an employee uses a County information system for a reason that is not related to the purpose for which that user was granted access to the system. Incidental personal use of the County's information systems is permitted unless the department for which the user works sets additional restrictions. Personal use of County information systems is prohibited when it interferes with the user's productivity or work performance, interferes with the productivity or work performance of others, has an adverse effect on the County's information system, is illegal or violates County policy, or violates state or federal information systems policies governing departmental services.

Access to County equipment may be monitored and audited at any time by the IT department and/or the internal auditor for unauthorized access. Storage of personal records on County information systems shall be kept to a minimum. Any personal storage that IT determines interferes with efficient operations of the County's information systems is subject to removal.

Prohibited Use. Except in cases where the county manager has determined it necessary for the performance of a user's official duties, activities such as accessing, downloading, transmitting, printing, or storing information with sexually explicit content; downloading or transmitting defamatory, harassing, or discriminatory messages or images; and accessing or downloading gambling sites or illegal software are prohibited.

Lost, Misplaced, and Damaged Equipment. Lost or stolen equipment should be reported to the IT department immediately along with a disclosure of what sensitive information could reside on the equipment. Damaged equipment must be reported at the earliest opportunity.

Software Licensing and Usage. To ensure connectivity and functionality, software installs should be performed by the software vendor or the IT department. Employees should funnel inquiries through the IT department to determine if the County already owns a comparable software.

The IT department will maintain all software licenses to ensure standardization. Software agreements should be between the third party and the County (not individual departments) except for necessary arrangements between the Sheriff's Office, Emergency Communications, and Cooperative Extension Office.

Common Shared Folders and Inter-Departmental Folders. Sensitive documents are not to be stored in commonly shared folders which are accessible by any County employee and are not protected. Sensitive documents may be stored in protected department folders and access to these folders should be monitored and maintained. Any documents considered stale (5 years) should be moved to archival long-term cold storage or other long-term archival method.

Scanner files can be accessed by all County offices; therefore, employees should use extra caution when scanning confidential information. Scanner files may be cleared every 24 hours.

Website Administration. The County website will be governed by an administrator appointed by the county manager. Each department is responsible for the content of web pages pertaining to their department; thus, department heads should have a plan for providing regular content updates to the website administrator.

SECTION 18. SOCIAL MEDIA POLICY

County government uses social media as a tool to broadcast information and actively engage stakeholders in order to have a more fluid and informal method of communicating and build a positive reputation. To achieve these goals, staff are expected to maintain a consistent agency and organizational identity established by Granville County Government.

Additional information, administrator regulations, and operational guidelines are published in the complete County Social Media Policy document posted on the County website or available from the Human Resources Department. Applicable sections of the policy are included herein merely to provide employees with the minimum requirements and guidance on the rights and responsibilities for using social media platforms and for representing the County in the social media sphere. Social media is constantly evolving; therefore, this policy will evolve as needed.

All employees must complete annual training and sign the Social Media Policy Acknowledgement and Agreement form within 45 days of employment.

Official Sites. All proposed official social media and networking sites must be sanctioned by the department head and submitted to the county manager for approval. County administration will ensure county-wide brand consistency is maintained and applicable policies are followed. The public information officer (PIO) will periodically review accounts and may require administrators to adjust content. The PIO will also serve as back-up administrator for all social media accounts for emergency situations.

Employee Use of Personal Accounts. Employees are strongly discouraged from using personal accounts to conduct official County business. The transaction of County business via social media is subject to public records laws and retention schedules as noted below. In addition, this practice risks confusing residents and visitors as to the content that is public business and the content that is of a personal nature; therefore, if an employee is contacted about government business via a personal account, they should make every effort to redirect communication through an official County channel.

Employees should also refrain from creating original content on their personal accounts that directly relates to their job responsibilities and is meant to be received in a professional capacity. Sharing content generated by an official County account is not considered conducting official County business.

When accessing personal accounts during and outside of work hours:

- (a) When commenting or reposting a post that relates to the government or to the employee's job, whether on a personal or professional site, the employee must include a disclaimer that the post reflects their own opinion and not that of the government;
- (b) Policies that relate to conduct and ethics, privacy and confidentiality, harassment, retaliation, and other relevant conduct apply;
- (c) Employees have no reasonable expectation of privacy when using government technology; and

- (d) Employee use of personal social media at work must not interfere with performance of duties or with the workplace, and not involve commercial, political, or other prohibited activities.

Public Record. With few exceptions, anything created in the course of public business is a public record subject to the public records law regardless of format; hence, records created by government staff on personal devices or personal social media and personal email accounts are public records if the content involves public business (NC General Statutes Section 132).

Non-employees may be unaware that social media sites are public record; therefore, social media pages should include language that identifies the content as subject to public records laws. The following statement should be included on all official County social media accounts and should also be regularly posted on the page's timeline:

"Representatives of Granville County Government communicate via this account. Consequently, any communication via this account (whether by county employee or the general public) may be subject to monitoring and disclosure to third parties."

Employees receiving messages or comments from the public on personal social media accounts or in personal email that involves public business should refrain from replying other than to redirect messaging to an official government account or phone call.

Content Retention. Retention schedules for social media may vary by department and/or topic. Content created by social media account administrators and content created by the public on County social media accounts are subject to state retention schedules.

Department heads must notify IT of all account administrators so that the proper retention software may be applied to those account administrators.

SECTION 19. CELL PHONE POLICY

Cell phone technology is a valuable communication tool for use in transacting official business. Knowledge and understanding of the public records implications is critical to ensure users do not violate state laws.

With few exceptions anything created in the course of public business, including electronic messages such as texts and emails, is a public record subject to the public records law regardless of device ownership or format. All content created while conducting County business is subject to state retention schedules. Employees should be aware that, in certain circumstances, they may be required to turn their cell phone over to County administration, law enforcement, and/or the court system.

Additional information and procedural details are published in the complete County Cell Phone Policy document posted on the County website or available from the Human Resources Department. Applicable sections of the policy are included herein merely to provide employees with minimum requirements and general guidance. Training on the policy and completion of an Acknowledgement and Agreement form are required before employees may receive a cell phone stipend or utilize a County cell phone.

Stipend Eligibility and Requirements. Employees requiring cell phones to perform their work will receive a stipend with their paycheck to compensate for business use of their employee-owned cell phone. The cell phone stipend is a non-accountable plan; therefore, additional receipts and documentation are not required. The following requirements and stipulations are in place for stipend eligibility:

- (a) Employees must retain an active cell phone contract. Department heads and the Internal Auditing Department retain the right to receive a copy of an employee's cell phone payment invoice to verify an active contract.

- (b) Employees must be responsible for all costs related to the phone including accessories.
- (c) The County is not responsible for any damages that may occur to a personal cell phone.
- (d) Employees receiving a cell phone stipend will not also receive a county-owned phone without documented exceptions approved by the county manager.

Positions eligible for a cell phone stipend are identified in the Pay and Classification Plan. Exceptions to eligible positions must be approved by the county manager.

General eligibility guidelines for a voice plan involve employees with 30% or more of work hours outside of the office, job duties requiring on-call status, job duties in public safety requiring immediate or emergency response, or the cell phone is the primary mode of communication to stay in contact with county offices, contractors, etc. General eligibility guidelines for a data plan involve employees' frequent need to access information such as email, contacts, calendar, etc. while away from the office. Data plans must be approved by the county manager. Department heads are responsible for determining employee eligibility prior to recommending the employee for a stipend.

If cell phone stipends are discontinued, the County will give employees a 90-day notice of termination.

County-Owned, Employee-Operated Cell Phones. If an employee requires a cell phone to perform their work but does not wish to use a personal phone, the County may provide a cell phone.

Personal calls (outgoing and incoming) will be allowed in limited and infrequent instances, namely emergencies. Incidental personal use of County equipment should be kept to a minimum and in compliance with IT policies. Call logs of personal calls will be audited each month by the internal auditor.

County-Owned, Department or Group Use Cell Phones. Cell phones maintained by departments for group use that are not assigned to specific individuals will require a detailed log for employees to check in/check out the assigned phone. The log will be subject to review each month by the internal auditor.

SECTION 20. EMAIL POLICY

This policy ensures that email records are managed in accord with established laws for creating, maintaining, and disposing of all government records, and ensuring that emails are available to satisfy the requirements of public records requests.

Procedural details and additional information are published in the complete County Email Policy document posted on the County website or available from the Human Resources Department. Applicable sections of the policy are included herein merely to provide employees with minimum requirements and general guidance. New employees granted County email accounts must be trained on the full policy within 30 days of their start date and must sign an Acknowledgement and Agreement form documenting that they received the appropriate training and agree to comply by the Granville County Email Policy.

An email message is public record (defined by NC General Statutes 121-2(8) and 132-1(a)) when made or received pursuant to law or ordinance in connection with the transaction of public business. It is the content of the email message and not the system or account used to create the email message that matters when it come to the legal framework involving public records and retention.

Email messages created or received on County email systems are owned by the County; employees who use government equipment and systems should have no expectation of privacy. The County email system should be used primarily to carry out government business. Inappropriate use of email messages can merit legal action and can also result in negative reputation, negative publicity, and lost productivity.

The use of personal email accounts to conduct official government business is strongly discouraged; if it does occur for an unavoidable reason, employees are required to forward all email messages to their government email account.

The County strives to operate with transparency while also maintaining trust among its employees. Department heads and supervisors should establish protocols for accessing emails of employees that may be out for an extended period. At other times when needed, department heads may submit a request to the county manager to view their employee's email account. Apart from department heads, employees that wish to view another employee's emails must file a public records request.

Confidentiality Issues. Not every email message that enters or leaves the email system is a public record. Some messages may be public record but may also be considered confidential by statute and should be treated accordingly. If an email message is not part of the business of government, it is non-record material (e.g., personal messages, spam, unsolicited emails, etc.).

Users must assume that all non-confidential information on government email systems is subject to public view. If email messages contain both confidential and non-confidential information and a public records request is received, an employee must provide access to the non-confidential information and redact the confidential information (NC G.S. 132-1.2). An email message having confidential information should not be shared unless proper, formalized security precautions have been established.

SECTION 21. TRAVEL POLICY

This policy provides for uniform expense reimbursement for County employees or officials who are required to travel in performance of their duties and in the interest of County affairs. Department heads are responsible for administration of policy provisions and may approve travel reimbursements for employees under their supervision except where otherwise stated.

General Policy. The County recognizes that employees and officials are required to travel both inside and outside of North Carolina for the purpose of representing the County at meetings and professional associations, as well as for training to enhance their skills in performing various positions within the County government.

An individual traveling on official County business is expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Excess costs, indirect routes, delays, or luxury accommodations and services unnecessary, unjustified, or solely for the convenience or personal preference of the traveler are not acceptable under this standard. Travelers will be held responsible for unauthorized costs and additional expenses incurred for personal preference or convenience. No reimbursement shall be made for normal commuting time between an individual's home and his or her office or customary worksite.

Procedures. A completed Travel Reimbursement Form including department head and employee signatures must be submitted to the Finance Office within 10 calendar days of the employee's return along with all itemized receipts for lodging, meals, registration, and private or public transportation. Itemized receipts for taxis, airport shuttles, buses, etc. may not be available or provided; however, the employee would also need to include those whenever possible. The form lists mileage, private or public transportation, lodging, meals, registration, and other travel expenses which are reimbursable.

The Finance Office will review the form and receipts for proper approvals, and check for mathematical errors, that requested reimbursement amounts correspond to submitted receipts, and requests are within the limits set by this policy. If an error has occurred, the requesting party will be notified, and the error

corrected before reimbursement is made. Any extraordinary travel costs or expenses not addressed by this policy will be forwarded to the county manager for review and approval.

Payment of mileage allowance or actual cost of public transportation will be applied as applicable. If rental vehicles are used for both business and non-business purposes, the non-business portion must be reimbursed to the County.

If an employee cancels an approved trip after the County has paid airfare, registration, and/or other related fees or has issued a travel advance, a memo must be submitted to the Finance Office to explain the cancellation. The traveler and approving department head will be responsible for any refunds due to the County. Non-refundable expenditures will be reviewed on a case-by-case basis by the county manager.

Authorized Travel Modes. Travel modes are authorized according to the stipulations for each mode listed below.

County-Owned Vehicle. A County vehicle is to be used whenever one is available. If credit charges cannot be made directly to the County, department heads may authorize reimbursement for exact operation expenses.

Privately-Owned Vehicle. When a County vehicle is not available for use, a personal vehicle may be used if specifically authorized by the appropriate department head. Reimbursement for operational expenses are limited to the current allowable reimbursement rates approved by the County Board of Commissioners. If a County vehicle is available for use but the traveler chooses to use his or her personal vehicle instead, reimbursement will only be permitted when approved in advance by the department head. In such cases, mileage reimbursements will be deducted from the department travel budget.

Common Carrier. Reimbursement for air, rail, or bus fare is limited to business or coach fare and only when substantiated by a receipt. If multiple common carriers exist, quotes must be obtained from more than one and the employee must document on the trip sheet that the lowest available fare was used. This type of reimbursement requires the county manager's signature on the Travel Approval Form prior to purchasing a ticket.

Rental Vehicle. Reimbursement of rental expenses requires the county manager's approval prior to the rental. If a rental vehicle is approved, it should be secured at the lowest practical cost.

Travel Destinations. Allowable expenses based on specific travel destination criteria are listed below.

Local Travel. Employees who are individually authorized by their department head to regularly travel within the County due to the customary nature of their duties are eligible for monthly reimbursement of transportation expenses. All reimbursement requests not related to an employee's customary duties must follow the guidelines listed above.

Travel Outside of Granville County. Approved travel expenses for travel outside of the county on County business or for purposes in the best interest of the County (training, conferences, professional meetings, etc.) may be reimbursed at policy limits for:

- (a) Transportation costs.
- (b) Lodging (If the destination is less than 60 miles from the employee's work location, the lodging must be authorized by the county manager on the Travel Pre-Approval Form).
- (c) Meals.
- (d) Registration costs.
- (e) Necessary incidental expenses (parking, tolls, etc.).

Reimbursable Expenses. Expenses will be reimbursed according to the stipulations listed below.

Mileage Allowance. The amount authorized on a per-mile basis for travel by privately-owned vehicle will be determined and/or revised as part of the annual budget ordinance when necessary.

Meal Reimbursement Rates. Unless a different schedule is published by the county manager, the cost of meals in connection with County business will be reimbursed when itemized receipts are submitted along with the request. Meal reimbursement rates listed below include any tip(s).

- (a) Breakfast: Less than or equal to \$10.
- (b) Lunch: Less than or equal to \$17.
- (c) Dinner: Less than or equal to \$25.

Meals provided and included with registration costs will not be reimbursed to employees who choose to eat on their own elsewhere. Non-employee companion meals must be paid with personal funds.

Internal Revenue Code 162 (a)(2) requires that reimbursement of employee meals not involving overnight travel be treated as a taxable event; therefore, such reimbursements must be reported on the Non-Overnight Meal Reimbursement form. Payment will be processed through payroll and applicable federal, state and FICA taxes will be withheld.

Lodging. An itemized hotel bill must be attached to the reimbursement form in order to receive reimbursement for lodging costs when the destination is 60 miles or greater from the employee's work location. If the destination is less than 60 miles from the employee's work location, the Travel Pre-Approval Form signed by the county manager must also be attached.

Registration Cost. Registration costs should be paid directly by the County whenever possible. If an employee personally pays registration fees, a receipt should be obtained and attached to the reimbursement request. Registration costs for additional recreational or entertainment activities will not be paid by the County.

Other Costs. When appropriate to the travel, reasonable parking fees, tolls, taxi charges, and expenses of a similar nature will be reimbursed upon submission of appropriate documentation. The county manager must approve or disapprove all expense reimbursements which are questioned or not clearly defined in the policy.

Telephone Calls. Employees are not allowed to charge long distance personal calls to the County. Only long distance calls made pursuant to conducting official County business will be paid by the County.

Non-Reimbursable Items. The items listed below will not be reimbursed by the County. This list is provided for information purposes only and is not all-inclusive. The county manager must approve or disapprove all expense reimbursements which are questioned or not clearly defined in the policy.

- (a) Miscellaneous expenses not supported by a receipt.
- (b) Meals included in registration.
- (c) Travel to and from workplace.
- (d) Souvenirs.
- (e) Items purchased to be used as door prizes or raffle items.
- (f) Non-employee expenses.
- (g) Alcoholic beverages.
- (h) Movie rentals.
- (i) Personal preference, convenience, or luxury items not necessary for conducting County business.
- (j) Personal entertainment.
- (k) Any traffic fines.

Miscellaneous. Other situations regarding travel expense and reimbursement are outlined below.

Credit Card. Those authorized to use a County credit card may elect to do so rather than submitting for reimbursement; however, meals are still subject to the reimbursement rates as shown under “Meal Reimbursement Rates” within this policy. For the expenditure to be approved, itemized receipts must be submitted to the Finance Office along with the credit card bill.

Travel with Others. When two or more employees are traveling to the same destination, maximum use must be made of any group travel discounts as well as joint use of transportation modes including taxi cabs and County- or privately-owned vehicles. Sharing travel with other governmental unit representatives is encouraged whenever possible.

Extraordinary Travel or Cost. In instances of travel not covered by this policy or when actual necessary costs exceed the maximum reimbursement allowed and the travel is in the best interest of the County, the county manager may approve reimbursement of actual cost beyond the maximums stated herein.

Travel Expenses Not Addressed. Travel expenses falling outside the scope of this policy must be approved by the county manager.

Travel Advances. Hotel accommodations may be paid in advance directly to the hotel. The itemized receipt must be submitted with the travel reimbursement request. Travel and meal reimbursements are not eligible for a travel advance. Any other travel advance must be approved by the county manager.

SECTION 22. PROFESSIONALISM, APPEARANCE, AND GROOMING POLICY

The County is committed to upholding a high standard of professionalism by all employees in the performance of their duties. Employees are expected to conduct themselves in a manner which exemplifies courtesy and respect to all.

The department head and/or supervisor will discuss personal appearance with any employee who does not comply with the standards described herein. Any employee deemed to be inappropriately dressed or groomed will be asked to return home in order to correct the infraction. Non-exempt employees will not be compensated for the time they do not work unless annual leave or compensation time is used. Repeated violations of this policy will be subject to disciplinary action as outlined in [Article IX](#).

Professionalism. Individual and team adherence to high ethical standards is critical for the continuance of public trust and confidence in our local government. County employees are expected to maintain a positive image in the workplace and in the community. Employees should exemplify personal integrity, honesty, fairness, and observance of all applicable laws and regulations as a duty to the County, its citizens, customers, and all members of the local government.

Appearance and Grooming. This policy establishes guidelines for the appearance of County employees in the performance of their duties and in conducting business for the County. It ensures all employees project and maintain a positive public image. Regulations pertaining to acceptable attire and grooming are flexible due to the changing nature of fashion; however, there are certain expected norms of professional appearance, personal neatness, cleanliness, and good grooming which are applicable to all employees.

Employees are expected to represent the County in an exemplary manner both in conduct and appearance and therefore, should be well-groomed and dressed in a manner suitable for public service and in attire that allows the employee to work comfortably in the workplace.

While the County observes a business casual dress environment, there may be situations which require a more formal attire. When conducting or attending a meeting, seminar, conference, etc., where an employee is in contact with other business professionals or customers, the employee is expected to

represent the County in a professional manner and dress appropriately. Departments may establish more specific guidelines consistent with this professional image standard.

Minimum guidelines for appropriate dress and grooming include:

- (a) Clothing should be neat, clean, and in good condition in keeping with the nature of the duties performed.
- (b) Clothing with words, terms, or pictures that may be offensive to other employees is unacceptable.
- (c) Clothing that promotes alcoholic beverages, tobacco, controlled substances, violence, or is of a sexual or political nature is inappropriate.
- (d) Clothing that is revealing that shows an employee's back, chest, stomach, or underwear is not appropriate for a place of business.
- (e) Dresses and skirts should be at a length where the wearer can sit comfortably in public without being revealing.
- (f) Employees in departments that require uniforms must adhere to the uniform code of dress appropriate for that department.
- (g) Reasonable accommodations will be considered for employees who request a waiver of a particular part of this policy for dress or appearance because of a sincerely held religious belief of a recognized religious organization, cultural heritage, or medical reason. A written waiver request must be approved by the county manager based on the recommendation of the department head.

Examples of appropriate and inappropriate dress are included below. This list is not all-inclusive; employees should apply the principles of this policy when considering their dress.

APPROPRIATE

- (a) Dress slacks, trousers, or crop/capri pants.
- (b) Casual dresses, skirts, or jumpers.
- (c) Casual (golf type polo) or dress shirts.
- (d) Sweaters or turtlenecks.
- (e) Suit or sport jackets.
- (f) Athletic/walking shoes, loafers, or deck-type shoes.
- (g) Dress shoes, heels, clogs, boots, flats, tennis shoe, or sandals (open or closed toe).

INAPPROPRIATE

- (a) Jeans or t-shirts unless approved for a specific job task or Casual Fridays (no holes or fraying).
- (b) Sweatshirts, sweatpants, exercise wear, or jogging suits unless approved for a specific job task.
- (c) Shirts with offensive or inappropriate writing.
- (d) Shorts or cutoffs.
- (e) Tank tops, spaghetti straps, or tops with bare shoulders unless worn under another article of clothing (e.g., blouse, shirt, or jacket).
- (f) Clothing with inappropriate cutouts or see-through elements, or that does not cover the back, waist, or midriff.
- (g) Flip-flops or slides.

Daily baths, shaving, use of deodorant, and daily mouth hygiene are essential to providing a professional image. Some employees may be allergic to chemicals in perfumes and make-up; therefore, these substances should be worn with restraint.

Visible body piercing should be limited. Wearing of facial jewelry such as nose rings, tongue rings, and lip and eyebrow rings are not permitted at work or at any County function. Tattoos bearing offensive language or logos that are or could be seen by others as profane, racist, sexist, or discriminatory in nature must be covered.

ARTICLE VI. EMPLOYEE BENEFITS

SECTION 1. ELIGIBILITY

As provided for in this Article, County employees in full-time positions are eligible for employee benefits and certain part-time positions (as defined in [Article I, Section 9](#)) are eligible for pro-rated benefits based on the employee's average work week over the course of a year. Eligibility for pro-rated benefits applies only to part-time employees hired after adoption of this Policy. Limited service employees are only eligible for legally-mandated benefits such as social security (FICA) and workers' compensation, and other federal or state mandated benefits where applicable.

Employee benefits are subject to change at the County's discretion and are based on annual budget appropriations.

SECTION 2. GROUP HEALTH, DENTAL, AND VISION INSURANCE

The County provides group health, dental, and vision insurance programs for full-time and eligible part-time employees and their families as specified under the terms of the group insurance contract.

The County pays a cost established by the budget each year for full-time and eligible part-time employees' health insurance. Full and eligible part-time employees may purchase available County group health insurance for qualified dependents or may purchase dental and/or vision coverage for themselves or their qualified dependents within the stipulations of the insurance contract.

The County will provide hospitalization in an amount equal to a single employee's coverage for members of the Board of County Commissioners, the county attorney and assistant county attorney, if they so elect and if permitted by the terms and conditions of the health insurance being maintained by the County.

Information concerning cost and benefits will be available from the Human Resources Department.

Retiree Health Insurance. For employees hired prior to July 1, 2014, the County will provide hospitalization insurance in an amount equal to a single employee's coverage for employees, who retire directly from the County under the North Carolina Local Government Employees' Retirement System and who upon retirement meet one of the following criteria:

- (a) Age 65 or older and have been employed by the County on a regular full-time basis for at least twenty (20) years;
- (b) Age 62 or older and have been employed by the County on a regular full-time basis for at least twenty-two (22) years;
- (c) Age 55 or older and have been employed by the County on a regular full-time basis for at least twenty-five (25) years;
- (d) Have been employed by the County on a regular full-time basis for at least thirty (30) years regardless of age;
- (e) County Commissioners having served three complete terms. County Commissioners having served two complete terms may continue coverage by assuming financial responsibility for the payment of the entire premium.

An employee who retires from employment with the County, having met any one of the criteria for continuation of hospitalization insurance set forth in this section, and who upon retirement was also providing additional spousal or dependent coverage, may continue that coverage until such time as the retiree is no longer covered under the policy because of a shift to a Medicare supplement policy, termination of coverage by insured, death, or other reason. The retiree must assume financial

responsibility for payment of the entire premium associated with the dependent coverage. Failure to pay for the dependent coverage in a timely manner will result in the termination of the dependent coverage.

SECTION 3. GROUP LIFE INSURANCE

The County provides paid life insurance to full and eligible part-time employees. Information on costs, coverage, and benefits are available from the Human Resources Department.

SECTION 4. OTHER OPTIONAL GROUP INSURANCE PLANS

The County may make other group insurance plans available to employees upon authorization of the county manager or County Board. For information about optional group benefit programs, employees should contact the Human Resources Department.

SECTION 5. RETIREMENT

As a condition of employment, each employee in a permanent position who is expected to work more than 1,000 hours in a calendar year shall join the North Carolina Local Governmental Employees' Retirement System when eligible and make the stipulated contribution.

The County may provide supplemental retirement benefits for its full and eligible part-time employees. As required by North Carolina State Law, the County will contribute a percentage of salary to the State 401(k) plan for each sworn law enforcement officer (currently set at 5%). All full and eligible part-time employees may make voluntary contributions to the 401(k) plan up to the limits established by law and the 401(k) provider.

SECTION 6. SOCIAL SECURITY

To the extent of its lawful authority and power, the County has extended Social Security benefits to its eligible employees.

SECTION 7. WORKER'S COMPENSATION

All County employees are covered by the North Carolina Worker's Compensation Act and are required to report any injuries arising in the course of employment to their immediate supervisors at the time of the injury in order that appropriate action may be taken. Supervisors are required to report and provide records of such injuries to the Human Resources Department within five days of the injury.

Employees may use available sick and/or annual leave during the 7-day waiting period before workers' compensation benefits begin. This provision also applies to reactions to smallpox vaccinations administered to employees under Section 304 of the Homeland Security Act. Such reactions will be treated the same as any other workers compensation claim as regards leave and salary continuation.

The injured employee is responsible for claiming compensation under the Workers' Comp Act. Injury claims must be filed with the North Carolina Industrial Commission within two years from date of injury. The human resources director will coordinate the filing of such claims.

SECTION 8. UNEMPLOYMENT COMPENSATION

County employees are covered for unemployment compensation. County employees who are terminated due to a reduction in force or released from County service may apply for benefits through the local Division of Employment Security office, where a determination of eligibility will be made.

SECTION 9. LAW ENFORCEMENT SEPARATION ALLOWANCE

Legislatively-Mandated Separation Allowance. Every sworn law enforcement officer, as defined by NC General Statute 128-21(11b) or NC General Statute 143-166.50, shall be eligible for a separation allowance as provided by NC General Statute 143-166.42, in the amount specified in NC General Statute 143-166.41(a).

Eligibility and continuation of these benefits are subject to the following conditions:

- (a) The officer shall have completed 30 or more years of creditable service, or have attained 55 years of age and completed five or more years of creditable service (as defined in General Statute 143-166.42); and
- (b) The officer shall not have attained 62 years of age;
- (c) The officer shall have completed at least five years of continuous service as a law enforcement officer immediately preceding a service retirement, as defined by General Statute 143-166.41(a)(3) and 143-166.41(b).
- (d) The law enforcement officer, after separation from County employment, notifies the County of any new employment involving local law enforcement duties. Such notification shall include the nature and extent of the employment, and any change of employment status.

Payment of separation allowance benefits to a retired officer shall cease at the first of:

- (a) The death of the officer;
- (b) The last day of the month in which the officer attains 62 years of age; or
- (c) The first day of re-employment in any position in any local government in North Carolina where the employee is required to join the local government retirement system (working 1000 hours or more in a calendar year).

Should the legislatively mandated separation allowance for law enforcement officers be rescinded, the separation allowance referenced above shall be rescinded at the same time.

The County may employ retired officers in a public safety position in a capacity not requiring participation in the Local Government Employees Retirement System and doing so shall not cause payment to cease under these benefits. Participation in the retirement system is required by anyone scheduled to work 1,000 hours in a calendar year.

Locally-Authorized Separation Allowance. Sworn law enforcement officers retiring from County service who are eligible for retirement benefits from the Local Government Employee's Retirement System, Teachers and State Employee's Retirement System, or the former Law Enforcement Officers' Retirement System may be eligible for a local separation allowance. To be eligible for this allowance, retiring officers must have either:

- (a) completed at least twenty years actual service with the Sheriff's Office;
- (b) be age sixty-five or older with a minimum of five years of service; or
- (c) qualify for disability retirement resulting from an on-the-job injury.

The allowance will be disbursed through payroll as a one-time payment of \$500.

SECTION 10. TUITION REIMBURSEMENT

The County encourages and supports employees to pursue educational and training experiences that not only enhance the employee's knowledge but also benefit the County by providing for a continually

increasing level of service excellence to the public.

Subject to availability of funds, the County will reimburse regular full-time employees up to 50% of tuition costs for curriculum and books for courses deemed appropriate by the department head and/or his or her designee, provided the employee maintains a grade of at least a “C” average or higher. Eligible curriculum would normally include that which will improve the employee’s skills for their current job or prepare the employee for promotional opportunities within County service. Proof of satisfactory completion of the courses and payment receipts will be required for reimbursement.

To be eligible for tuition reimbursement, employees must enter into a contractual agreement with the County wherein the employee agrees to continue their employment for a minimum of 12 months following issue of each reimbursement check. The County will not require any period of employment exceeding the 12 months beyond the last reimbursement check issued. If the employee has not yet met the 12-month employment period obligation and (1) the employee voluntarily ends their employment; or (2) the County ends the employee’s employment due to reasons addressed in Article IX of this Policy, the employee will be required to reimburse the County a prorated amount to be determined by the County.

Course work and any other responsibilities involved with the pursuit of further education must be performed outside of the employee’s regular work hours. If necessary, an employee may request to use compensatory time or annual leave or may request to be placed on leave without pay status as long as the leave does not interfere with the employee’s work obligations or adversely affect service delivery for the County. All such leave requests will be reviewed and approved in accordance with other policies and procedures spelled out in other Articles in this Policy.

Procedures. An employee desiring to request tuition reimbursement should notify his or her department head prior to registering for courses and as far in advance as possible in order that the reimbursement request may be accounted for in the County’s annual budget process. Requests from department heads must be submitted to the Human Resources Department for preparation of a Tuition Reimbursement Agreement for approval of the county manager. Human Resources will be responsible for monitoring the employee’s participation and compliance and will recommend reimbursement payment be made upon receipt of proper documentation as stated in paragraph two above.

SECTION 11. EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) helps restore employees to acceptable job performance levels in situations where employees have been overcome with behavioral or health problems that are affecting their job performance. The program is designed to identify the problem at the earliest possible stage, motivate the employee to seek help, and direct the employee to the appropriate assistance. Because employee work performance can be affected by the problems of an employee’s spouse or other dependents, the program is also available to their family members.

There is no cost to employees or family members for the initial evaluation, counseling, or referral services offered by the EAP. The EAP maintains strict confidentiality and preserves all employee records related to the program in the same manner as all other medical records.

Employees may independently utilize the EAP to voluntarily seek professional help or guidance, or supervisors may require an employee’s participation based on observable work or behavior patterns which are detrimentally affecting the employee’s job performance or which are overly disruptive or unsettling to the workplace and immediate interaction is warranted. The purpose of the referral is to give the employee the benefit of diagnosis and treatment.

Prior to referring an employee to the EAP, the supervisor should record specific instances in which an employee's job performance or behavior fails to meet minimum established standards or in which their individual pattern seems to be changing or deteriorating. The employee may also be encouraged to voluntarily use the confidential services of the EAP.

If the employee's performance continues to deteriorate, the employee may be offered a firm choice of seeking EAP services and/or private assistance or accepting consequences of the unsatisfactory performance. The employee will be responsible for cooperating in any required treatment or rehabilitation plan. After a reasonable time and opportunity to review the employee's progress, if noticeable improvement has not been observed, appropriate disciplinary action as outlined in Article IX of this Policy will be considered.

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ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

SECTION 1. POLICY

The County's policy is to provide annual leave, sick leave, and holiday leave to all full-time employees and a pro-rated amount to eligible part-time employees in regular positions. Eligibility for part-time employee leave applies only to employees hired after adoption of this Policy.

SECTION 2. HOLIDAYS

Full-time employees will be paid 7.5 hours of holiday pay at the employee's regular rate for each County-observed holiday. Eligible part-time employees will be paid a prorated amount (See Section 16).

Employees scheduled to work the day before, day of, and/or the day after a holiday (including Friday or Monday) must work those days in order to be eligible to receive pay for the holiday(s) unless granted approved leave at least 24 hours in advance. In certain circumstances, based on the employee's established responsible use of sick leave, the department head may authorize payment of the holiday pay based on fair and consistent application across the department.

The paid holidays listed below and such others as the Board of County Commissioners may designate will be observed by county offices. All regular eligible employees will receive holidays with pay providing the employee is on active pay status the day before and the day after the holiday period. For record keeping purposes, holidays begin at 12:00 a.m. and end at 12:00 p.m. on the observed day.

- (a) New Year's Day
- (b) Martin Luther King, Jr.'s Birthday
- (c) Good Friday
- (d) Memorial Day
- (e) Fourth of July
- (f) Labor Day
- (g) Veterans' Day
- (h) Thanksgiving Day and Thanksgiving Friday
- (i) Christmas Day, according to the following schedule:

When Christmas Falls On	County Employees Observe	These Days
Sunday	December 22, 23, and 26	Thursday, Friday, Monday
Monday	December 25, 26, and 27	Monday, Tuesday, Wednesday
Tuesday	December 24, 25, and 26	Monday, Tuesday, Wednesday
Wednesday	December 24, 25, and 26	Tuesday, Wednesday, Thursday
Thursday	December 24, 25, and 26	Wednesday, Thursday, Friday
Friday	December 24, 25, and 28	Thursday, Friday, Monday
Saturday	December 23, 24, and 27	Thursday, Friday, Monday

Flex Holiday. In addition to the 12 County-observed paid holidays listed above, all eligible regular employees may take one additional "flex" holiday to observe any other federally-recognized holiday for

which the County's general offices would normally remain open. The "flex" holiday will be non-cumulative and available beginning in January and ending in December of each year. All requests must be submitted in advance to the employee's supervisor who may approve or deny the request based on departmental staff coverage and implications regarding service delivery for the County.

Holiday Exception for Shift Employees. For shift employees only, if Christmas Day and New Year's Day fall on either Saturday or Sunday, their respective holidays will be as follows:

- (a) Christmas Holiday: The day before, Christmas Day, and the day after.
- (b) New Year's: New Year's Day.

Observance of weekend holidays. If a holiday falls on Saturday or Sunday, the following Monday will be observed as the holiday, except if in the discretion of the county manager, the county's best interest will be served by observing the holiday on the Friday before.

Full-time regular library personnel will receive the same number of holiday hours as other full-time regular county employees. It will be the responsibility of the library director to schedule employees in compliance with this section and, at the same time, meet the holiday schedule as approved by the Library Board of Trustees.

Other Religious Holidays. Employees may wish to be away from work on certain days for religious observances. Department heads should attempt to arrange the work schedule so that an employee may be granted annual leave when requested as a major religious observance for that employee. Annual leave should be denied only when granting such leave would adversely affect County service delivery.

SECTION 3. HOLIDAYS: EFFECT ON OTHER TYPES OF LEAVE

Regular holidays which occur during an annual, sick, or other leave period of any employee will not be considered as annual, sick, or other leave.

SECTION 4. HOLIDAYS: COMPENSATION WHEN WORK IS REQUIRED

If a non-exempt employee is required to work on a County-designated holiday, the hours worked on that day will be either paid at a rate of one and one-half the regular rate or compensatory time will accrue at the rate of one and one-half times the hours worked on the holiday.

If a holiday falls on a regularly scheduled off-duty day for shift personnel, the employee will receive the hours paid for the proportionately equivalent holiday leave. Whether holiday time is provided in time or pay for shift employees is determined by the County.

SECTION 5. ANNUAL LEAVE

Annual leave is a privilege granted by the County which may be used in half-hour increments for rest and relaxation, school appointments, personal needs, and to observe religious holidays other than those granted by the County. All annual leave requests must be submitted to the employee's supervisor in advance. Supervisors are responsible for ensuring proper staff coverage and may refuse annual leave requests when they create a hardship or hinder the effectiveness of service delivery for the County.

Employees must use accrued compensatory time before using any accrued annual or sick leave.

SECTION 6. ANNUAL LEAVE: ACCRUAL RATE

Each full-time and eligible part-time general County employee will earn annual leave according to the following schedule. Accrual rates for eligible part-time employees will be prorated as shown in Section 16 of this Article.

Years of Service	Hours Accrued Per Year
0 – 2	90
2 – 5	108
5 – 10	126
10 – 15	150
15 – 20	174
20 plus	198

SECTION 7. ANNUAL LEAVE: TRANSFER FROM PREVIOUS EMPLOYER

The County will accept up to 37.5 hours of annual leave balances documented by a previous employer covered by the North Carolina State or Local Government Retirement System. The annual leave will be treated as though it were earned with the County and may be used in the same manner as all other accrued annual leave.

The annual leave balance must be certified by the previous employer. It is the employee's responsibility to provide documentation from the previous employer within 30 days of beginning employment. Transferred annual leave will be credited to the employee's County annual leave account upon receipt.

SECTION 8. ANNUAL LEAVE: MAXIMUM ACCUMULATION

Annual leave may be accumulated without any applicable maximum until the last pay period of the calendar year. Any employee with a balance exceeding 225 hours will have the excess accumulation transferred to sick leave so that only a balance of 225 hours is carried forward to January 1.

Employees are cautioned not to retain excess accumulated annual leave until late in the year. Because of the necessity to keep County functions in operation, large numbers of employees cannot be granted annual leave at any one time. If an employee has accumulated excess leave and is unable to take such leave because of staffing demands, the employee will receive no special consideration either in having annual leave scheduled or in receiving any exception to the maximum accumulation.

SECTION 9. ANNUAL LEAVE: BUY-BACK PROGRAM

Under certain conditions, the County will permit employees to "sell back" a maximum of 37.5 hours of annual leave and will provide compensation for those hours at the employee's current hourly rate of pay. To be eligible to "sell back" annual leave, the employee's remaining annual leave balance must be at least 100 hours after the "sell back" hours have been deducted.

The option will be available annually to eligible employees on the pay period that begins October 16 of each year or other published date as determined by the county manager.

SECTION 10. ANNUAL LEAVE: PAYMENT UPON SEPARATION

An employee who has successfully completed six months of the probationary period will normally be paid for accumulated annual leave upon separation subject to the 225-hour maximum, provided notice is given

to the supervisor at least two weeks in advance of the effective date of resignation. Any employee failing to give notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the county manager when deemed to be in the County's best interest.

Regular employees who are involuntarily separated will receive payment for accumulated annual leave subject to the 225-hour maximum. At the county manager's discretion, employees dismissed for serious violations of personal or criminal conduct may be determined ineligible to receive annual leave pay.

Employees eligible to receive annual leave pay and who resign or are involuntarily separated from County service may elect to transfer a portion of their accumulated annual leave balance to a new employer who is covered by the State or Local Government Employees' Retirement System. The employee must authorize the transfer request by notification to the Human Resources Department.

SECTION 11. ANNUAL LEAVE: PAYMENT UPON DEATH

The estate of an employee who dies while employed by the County will be entitled to payment of all accumulated annual leave credited to the employee's account and subject to the 225-hour maximum.

SECTION 12. SICK LEAVE

Sick leave with pay is not a right which an employee may demand, but a privilege granted for the benefit of an employee when sick and may be used in half-hour increments. Sick leave may be granted to an employee absent from work for any of the following reasons: sickness, bodily injury, required physical or dental examinations or treatment, or exposure to a contagious disease when continuing work might jeopardize the health of others.

Sick leave may be used when an employee must care for a member of his or her immediate family who is sick but may not be used to care for healthy children when the regular care giver is sick.

"Immediate family" is defined in this Article as spouse, parent, guardian, children, sister, brother, grandparents, grandchildren, the various combinations of half, step, in-law, and adopted relationships that can be derived from the aforementioned, and anyone living in the household.

Sick leave may also be used to supplement Workers' Compensation Disability Leave during the initial 7-day waiting period before Workers' Compensation benefits begin.

Notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the leave or not later than the beginning of the scheduled shift/workday. Failure to do so appropriately may result in disciplinary action.

When an employee's sick leave balance has been exhausted, the employee's annual leave balance will be charged for any hours claimed as sick leave on his or her time sheet. The Finance Department will provide notice to the department head.

Sick leave will only be approved for use during the final two weeks of a resignation with a physician's certification or comparable documentation stating that the leave was required because of illness or injury which was not anticipated at the time notice of resignation was given.

Employees must use accrued compensatory time before using any accrued annual or sick leave.

SECTION 13. SICK LEAVE: ACCRUAL RATE AND ACCUMULATION

Sick leave for full-time employees will accrue at a rate of 90 hours per year. Sick leave for eligible part-time employees will be pro-rated as described in Section 16 of this Article.

Sick leave will be cumulative for an indefinite period and upon retirement may be converted for service credit consistent with the provisions of the North Carolina Local Government Employees' Retirement System.

All sick leave accumulated by an employee will end and terminate without compensation when the employee resigns or is separated from the County, except as stated above for retirement or upon reinstatement within one year of separation after a reduction in force or upon reinstatement within five years from the date of a resignation. A former employee who is reemployed within five years from the date of separation will be credited with the balance of sick leave at the time of separation, except when the employee retired under the Local Governmental Employees' Retirement System or transferred their sick leave balance to another employer covered by the state or local retirement system. If a retired employee returns to regular employment with the county, sick leave will begin with a zero balance.

Employees who resign or who are involuntarily separated from County service may elect to transfer their accumulated sick leave balance to a new employer who is covered by the State or Local Government Employees' Retirement System. The employee must authorize the transfer request by notification to the Human Resources Department.

SECTION 14. SICK LEAVE: TRANSFER FROM PREVIOUS EMPLOYER

The County will accept up to 240 hours of sick leave balances documented by a previous employer covered by the North Carolina State or Local Government Retirement System when the employee did not withdraw accumulated retirement contributions from that employer when leaving employment. The sick leave will be treated as though it were earned with the County and may be used in the same manner as all other accrued sick leave.

The sick leave balance must be certified by the previous employer. It is the employee's responsibility to provide documentation from the previous employer within 30 days of beginning employment. Transferred sick leave will be credited to the employee's County sick leave account upon receipt.

SECTION 15. SICK LEAVE: MEDICAL CERTIFICATION

The employee's supervisor or department head may require a physician's certificate stating the existence of the employee or immediate family member's illness and the employee's capacity to resume duties, for each occasion an employee uses sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or inquiry as the department head deems desirable. The department head will be responsible for the application of this provision to the end that:

- (a) Employees shall not be on duty when they might endanger their health or the health of other employees; and
- (b) There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action.

SECTION 16. LEAVE PRO-RATED

Holiday, annual, and sick leave earned by eligible part-time employees who work fewer than a 37.5-hour basic work week will be determined by the following formula:

- (a) Divide the number of work hours scheduled per week by the number of hours in a basic 37.5-hour

work week to obtain the ratio.

- (b) Multiply the ratio by the number of leave hours earned annually by employees working a basic 37.5-hour work week to obtain the leave hours earned annually by employees working other than the basic work week.
- (c) Divide the result of step (b) by 12 to obtain the number of leave hours earned monthly; the number of hours in step 2 divided by 26 is the number of leave hours earned biweekly and divided by 52 would be the amount of leave earned weekly.
- (d) For the purposes of calculating leave, a “day” is defined as the number of hours obtained by multiplying the ratio from step (a) by 7.5 (the number of hours in a basic 37.5-hour week “day”).

SECTION 17. BEREAVEMENT LEAVE

Full-time employees may be granted up to two days at full pay and eligible part-time employees may be granted up to two days at the pay amount determined by calculating their “day” as shown in Section 16 for a death in the immediate family. For the purposes of this benefit, immediate family is defined as spouse, child, parents of employee or spouse, grandparent, grandchild, brother or sister, someone living in the home, or in-law or step relations of same.

Additional time or time to attend funerals of other family members may be charged to sick leave, annual leave, compensatory time, or leave without pay. Time may be requested and will be granted based upon needs criteria such as travel time, time to make arrangements, etc.

SECTION 18. FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the County will grant eligible employees up to 12 weeks of family and medical leave during a rolling 12-month period beginning on the date leave is first used. Note: FMLA and Workers’ Compensation will normally run concurrently.

Eligible employees must have regular status, been employed at least 12 months, and worked at least 1,250 hours during the previous 12 months. The leave may be paid (coordinated with the County's annual and sick Leave policies), unpaid, or a combination of paid and unpaid. Additional time away from the job beyond the 12-week period may be considered in accordance with the County's Leave Without Pay policy. Employees may be required to exhaust eligible paid leave before going on a leave without pay status.

FMLA leave may be taken for the following reasons:

- (a) to care for the employee's child after birth or placement for adoption or foster care;
- (b) to care for the employee's spouse, child, or parent who has a serious health condition; or
- (c) for a serious health condition that makes the employee unable to perform the job.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illness of a serious and long-term nature resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which results in a period of incapacity for more than three days would be considered a serious health condition.

If a husband and wife both work for the County and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent in-law) with a serious health condition, the husband and wife together may only take a total of 12 weeks leave under FMLA.

An employee taking leave for the birth of a child may use paid sick leave for the period of actual disability,

based on medical certification. The employee will then use paid annual leave, accrued compensatory time, and/or leave without pay for the remainder of the 12-week period.

“Military Exigency” is a qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military service member (Reserve or National Guard) under a call or order to federal active duty in support of a contingency operation. Qualifying events are:

- (1) deployment of service member with seven or fewer days’ notice;
- (2) military ceremonies and events such as family-assistance or informational programs related to the family member’s active duty or call to active duty;
- (3) urgent, immediate childcare or arranging for alternative childcare for the children of service members;
- (4) attending school or daycare meetings relating to the child of service member;
- (5) making financial or legal arrangements related to a family member’s active duty status or call to active duty;
- (6) taking up to five days leave to spend with a covered military member who is on short-term temporary rest and recuperation leave during deployment;
- (7) attending counseling provided by someone other than a health provider for oneself, the covered military member, or the child of the military member, the need for which arises from the active duty service or call to active duty status or the covered military member; or
- (8) post-deployment activities for a period of ninety days after the termination of the service member’s active duty status.

Military Caregiver Leave. An employee whose spouse, son, daughter, parent, or next of kin is a current service member who is undergoing treatment, therapy, recuperation, or outpatient treatment or has temporary disability retirement for injury or illness sustained in the line of duty is eligible for 26 weeks of FMLA leave in a single 12-month period. During a single 12-month period, the employee is eligible for a total of 26 weeks of all types of FMLA leave combined.

The request for leave must be made in writing by the employee and approved by the department head or county manager. The county may also designate qualified leave as FMLA leave by notifying the employee of such action.

An employee who takes leave under this policy will return to the same job or a job with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.

SECTION 19. FAMILY AND MEDICAL LEAVE: MEDICAL CERTIFICATION

In order to qualify for leave under this law, the County requires medical certification on the U.S. Department of Labor form available on the County website. This statement from the employee's or the family member's physician should include the date when the condition began, its expected duration, diagnosis, and brief statement of treatment. For the employee's own health condition, it should state that the employee is unable to perform the essential functions of his/her position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and the employee's presence would be beneficial or desirable.

This certification should be furnished at least 30 days prior to the needed leave unless the employee's or family member's condition is sudden. The certification should be furnished as soon as possible (no longer

than 15 days from the date of the employee's request). The leave request and certification must be submitted to the department head and filed with the human resources director.

The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he or she has requested additional time under the Leave Without Pay policy.

SECTION 20. FAMILY AND MEDICAL LEAVE AND LEAVE WITHOUT PAY: RETENTION AND CONTINUATION OF BENEFITS

When an employee is on FMLA leave, the County will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If an employee chooses not to return to work for reasons other than a continued serious health condition, the County will require reimbursement of the amount paid for the employee's health insurance premiums during the FMLA leave period.

Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments by the first of each month for continued coverage.

After using all paid leave for which the employee qualifies, the employee on FMLA may use Leave Without Pay for the remainder of the FMLA 12/26-week entitlement. An employee ceases to earn holiday or leave credits on the date leave without pay begins.

SECTION 21. LEAVE WITHOUT PAY

A full-time employee may be granted a leave of absence without pay for a period of up to six months upon recommendation of the department head and approval of the county manager. The leave may be used for reasons of personal disability, sickness or disability of immediate family members (FMLA), continuation of education, special work that will permit the County to benefit by the experience gained or the work performed, or for other reasons deemed justified by the county manager.

The employee must submit a Request for Leave of Absence form to the Human Resources Department for the county manager's signature.

Before leave without pay may be granted, accumulated annual leave must be exhausted and accumulated sick leave must be exhausted in cases of illness where disability is not a factor. An employee ceases to earn holiday or leave credits on the date leave without pay begins. The employee may continue to be eligible for benefits under the County's group insurance plans at his or her own expense, subject to any regulation adopted by the County Board of Commissioners and the regulations of the insurance carrier. If the Leave Without Pay is for a circumstance that coincides with FMLA or USERRA, the provisions of those policies will apply.

The employee is obligated to return to duty within or at the end of the time determined appropriate by the county manager. Upon returning to duty, the employee will be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay. If the employee decides not to return to work, the department head will be notified immediately. Failure to report at the expiration of a leave of absence will be considered a resignation, unless an extension has been requested and granted.

SECTION 22. WORKERS' COMPENSATION LEAVE

An employee absent from duty because of sickness or disability covered by the North Carolina Workers' Compensation Act may elect to use accrued sick leave, annual leave, or compensatory time during the

initial seven day waiting period. The employee will not be required to reimburse the County for this paid leave in the event the absence extends beyond 21 days and the first seven days is paid by worker's compensation. If the employee elects to use accrued sick leave, annual leave, or compensatory time for the initial waiting period, he or she will be placed on leave without pay at the end of the seven days; limited service employees as well as full-time and leave-eligible part-time employees who do not elect to use paid leave for the initial waiting period will be placed on Leave Without Pay effective with the date of injury. Once the waiting period is over, workers' compensation covers two thirds of regular pay.

A workers' compensation disability that qualifies under the requirements of FMLA shall run concurrently with FMLA. An employee on workers' compensation Leave Without Pay will continue to be eligible for benefits under the County's group Insurance plans during the period of worker's compensation leave that is concurrent with FMLA. Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments by the first of each month for continued coverage.

An employee will retain all unused annual and sick leave while on Worker's Compensation Leave Without Pay; however, an employee ceases to earn holiday or leave credits on the date Worker's Compensation Leave Without Pay begins. After the FMLA eligibility period ends, the employee may continue to be eligible for benefits under the County's group insurance plans at his or her own expense subject to the regulations of the insurance carrier.

SECTION 23. MILITARY AND OTHER USERRA LEAVE

The County will fully comply with the requirements of the 1994 Uniformed Services Employment and Re-Employment Rights Act (USERRA) and related federal regulations.

For the purposes of USERRA covered employees are the following:

- (a) Armed Forces Active and Reserve (Army, Navy, Marine Corps, Air Force, Coast Guard)
- (b) Army National Guard and Air National Guard
- (c) FEMA's Disaster Assistance Teams
- (d) Commissioned Corps of the Public Health Service
- (e) Military Service Academies
- (f) Reserve Officer's Training Corps (ROTC)

Employees taking USERRA leave will be eligible to take accumulated annual leave, accrued compensatory time, or be placed in Leave Without Pay status and the provisions of that leave will apply. While taking USERRA leave, the employee's unused leave balances will be retained and any seniority-based benefits such as leave accrual rates will continue to accrue.

Employees whose USERRA duty is less than 31 days will have their health insurance coverage paid as if they were at work with the County. Employees performing USERRA duty of 31 or more days may elect to continue under the County's health plan for up to 24 months but will be responsible for paying 100% of the premium costs.

Military Training. Beyond complying with USERRA, the County provides additional benefits for military training. Full-time employees who are members of an Armed Forces Reserve organization or National Guard will be granted fifteen calendar days per year for military leave. If the military leave compensation is less than the salary that would have been earned during the same period as a County employee, the employee will receive partial compensation equal to the difference. The effect will be to maintain the employee's salary at the normal level during this period.

While on military leave, seniority-based benefits such as leave accrual rates will continue to accrue as if the employee was actively at work. If such duty is required beyond fifteen calendar days, the employee will be eligible to take accumulated annual leave or be placed in Leave Without Pay status, and the provisions of that leave will apply. Employees on extended military leave may elect to continue under the County's health plan for up to 24 months but will be responsible for paying 100% of the premium costs.

Part-time employees not eligible for annual leave and limited service employees will be granted time off without pay to meet their military reserve or National Guard training obligations.

SECTION 24. REINSTATEMENT FOLLOWING MILITARY SERVICE

An employee who volunteers or is called to active duty with the United States military forces and who returns to work in less than five years will be returned to the same or like position he or she occupied prior to the active duty enlistment with full seniority, status, leave accrual rates, and pay as if there had not been a break in employment. A military discharge form "DD214" with an honorable discharge must be submitted with the notification of intent to return to work.

Time limits for employees to reapply for return to work after release from military service are:

- (a) Less than 31 days absence, employee must report to employer by the next business day.
- (b) 31 - 180 days absence, notification to the supervisor must be submitted within 14 days.
- (c) More than 180 days absence, notification to the supervisor must be submitted within 90 days.

All reporting deadlines are extended for two years if the employee is injured during USERRA service.

SECTION 25. CIVIL LEAVE

A full-time employee called for jury duty or as a court witness for the federal or state government, or a subdivision thereof, will receive leave with pay for such duty during the required absence without charge to accumulated leave. In addition to regular compensation, the employee may keep fees and travel allowances received for jury or witness duty except when court appearances are in connection with the employee's official duties in which case all witness fees or travel allowances must be turned over to the County. While on civil leave, benefits and leave will accrue as though on regular duty.

SECTION 26. COMMUNITY INVOLVEMENT LEAVE

A County employee may take paid leave up to a maximum of sixteen hours annually for school activities of his or her child(ren) in kindergarten through high school, volunteer for educational or community organizations or events, or otherwise make a contribution to the community. This leave will not be counted against the employee's annual leave balance subject to the following conditions:

- (a) The leave must be taken at a time mutually agreed upon by the employee and the County;
- (b) The County may require the employee to request the leave in writing at least 48 hours prior to the time of the desired leave; and
- (c) The County may require written verification and advance approval of the organization served.

SECTION 27. VOLUNTARY SHARED LEAVE

When an employee has been approved for FMLA leave due to a medical condition of the employee or an employee's family member requiring his or her prolonged absence from work which may result in possible

loss of income due to lack of accumulated leave, fellow employees may voluntarily donate some of their annual or sick leave.

For purposes of this policy, medical condition means the medical condition of an employee or their spouse, parents, children, or other dependents (including step and in-law relationships) that is likely to require an employee's absence from duty for a prolonged period, generally considered to be at least 20 consecutive workdays. If an employee has had previous random absences for the same condition that has caused excess absences, or if the employee has had a previous, but different, prolonged medical condition within the last 12 months, the county manager may make an exception to the 20-day period.

The policy will not ordinarily apply to short-term or sporadic conditions or illnesses such as chronic allergies, contagious diseases, medical or therapeutic treatments, etc. These examples are not all inclusive but are provided for illustrative purposes only. Each case must be examined and decided based on its conformity to policy intent and must be handled consistently and equitably. The county manager has authority to evaluate each case.

Leave must be donated on a one-to-one personal basis. Establishment of a leave bank for use by unnamed employees is expressly prohibited. To facilitate administration of the program, the County may establish a specific time period during which leave can be donated. Leave transferred under this program will be available for use on a current basis or may be retroactive for up to 30 calendar days to substitute for leave without pay or advanced annual or sick leave already granted to the leave recipient.

An employee may not directly or indirectly intimidate, threaten, coerce, or attempt to intimidate, threaten, or coerce, any other employee for the purpose of interfering with any right that such employee may have with respect to donating, receiving, or using leave under this program. Such action shall be grounds for disciplinary action up to and including dismissal based on personal conduct.

Human Resources will make the employee's need known in as discreet a manner as possible. Gifts of shared leave will be anonymous to the beneficiary.

Requests for shared leave may be denied based on previous attendance patterns, work performance issues, or County operational needs.

Recipient Eligibility. Only regular full-time employees who have worked for the County for at least one year and who worked at least 1,250 hours in the preceding year are eligible to receive shared leave subject to a maximum of 450 hours. The number of donated leave hours an employee can receive is equal to the project recovery or treatment period, less the employee's combined annual and sick leave balance as of the beginning of the recovery or treatment period. The employee must exhaust all of their own available leave before using donated leave.

An employee needing shared leave must not solicit fellow employees but may make Human Resources aware of their need by completing the appropriate section on the Request for Leave of Absence form.

At the expiration of the medical condition, any unused leave in the recipient's donated leave account will be treated as follows:

- (a) The recipient's annual and sick leave account balance must not exceed a combined total of 37.5 hours.
- (b) Any additional unused donated leave will be returned to the donor(s) on a prorated basis and credited to the leave account from which it was donated. Fractions of one hour will not be returned to an individual donor.

If a recipient separates due to resignation, death, or retirement from the County, participation in the

program ends. Donated leave will be returned to the donor(s) on a prorated basis.

Donor Eligibility. An employee donating leave under this program may donate a minimum of four hours and up to a maximum of 90 per year; however, the employee's annual or sick leave accruals cannot drop below 37.5 hours each.

Employees who wish to donate leave under this policy may file a Voluntary Shared Leave Authorization form with the Human Resources Department. The employee donating leave cannot receive compensation for donated leave.

SECTION 28. ADVERSE WEATHER AND EMERGENCY CONDITIONS

The County has responsibility for providing emergency services. Adequate staff are required to operate these critical services seven days per week and 24 hours per day in all weather. The county manager, upon recommendation of department heads, should designate which staff are in critical positions required to report to work regardless of weather or other hazardous conditions.

The adverse weather/hazardous conditions policy is established to be as fair as possible to all employees applying the following principles:

- (a) To maintain adequate staffing of emergency services at all times;
- (b) To provide for as much safety as possible for all employees traveling to and from work in hazardous conditions; and
- (c) To not pay regular salaries to some employees for *not working* when others are required to be at work.

In the event of an inclement weather closing, employees on previously approved leave will remain on that leave, not inclement weather leave.

County offices and departments will remain open for the full scheduled working day unless authorization for closing or other deviation is received from the county manager's office. The county manager will consider the hazard of driving conditions and other relevant factors in determining whether to close County offices. To the extent possible, all departments and offices will be given sufficient advance notice of any authorized closing of non-critical County functions.

Employees in non-critical positions who leave work before an official early closing time, as well as employees who report for work late or do not report for work because of hazardous conditions may use earned annual leave or compensatory leave for days or hours not worked. Employees in designated critical positions may be subject to disciplinary action for failure to report to work as required.

ARTICLE VIII. SEPARATION AND REINSTATEMENT

SECTION 1. TYPES OF SEPARATIONS

Employee separations from County service will be designated as resignation, reduction in force, disability, voluntary retirement, dismissal, or death and shall be accomplished in the manner indicated in this Article.

SECTION 2. RESIGNATION

An employee may resign by submitting the reasons for resignation and effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two calendar weeks. Failure to provide minimum notice will result in forfeiture of accumulated annual leave payment unless the notification requirement is waived upon recommendation of the department head or human resource director and approval by the county manager.

Three consecutive days of absence without contacting the immediate supervisor or department head may be considered a voluntary resignation. Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation that the leave was taken because of illness or injury and was not anticipated at the time notice of resignation was given.

The county manager may negotiate a resignation with an employee when it is determined to be in the best interest of the County. Such negotiated resignation may include a severance package consisting of salary, benefits, and/or accumulated leave.

SECTION 3. REDUCTION IN FORCE

If a reduction in force becomes necessary, consideration will be given to the quality of each employee's performance, organizational needs, and seniority in determining employees to be retained. Employees separated because of a reduction in force will be given at least two weeks' notice of the anticipated action.

No regular employee will be separated because of a reduction in force while there are limited service or probationary employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the limited service or probationary employee.

SECTION 4. DISABILITY

The County will comply with the Americans with Disabilities Act (ADA) and will make all responsible efforts to provide reasonable accommodation to employees who may be or become disabled. An employee who cannot perform the essential duties of a position because of a physical or mental impairment may be separated for disability. Action may be initiated by the employee or the County.

In all cases initiated by the employee, such action must be accompanied by medical evidence acceptable to the department head, human resource director, and county manager. The County may require an examination by a physician of its choice and at its expense.

Employees who meet the requirements of the North Carolina Local Governmental Employees Retirement System may qualify for disability retirement. Information about this option is available from the human resources director or the retirement system.

SECTION 5. VOLUNTARY RETIREMENT

An employee who meets the conditions under provisions of the North Carolina Local Government Employee's Retirement System may elect to retire and receive all benefits earned under the plan.

SECTION 6. DEATH

Separation will be effective as of the date of death. All compensation due will be paid to the estate of the employee.

SECTION 7. DISMISSAL

An employee may be dismissed in accordance with the provisions and procedures of [Article IX](#).

SECTION 8. REINSTATEMENT

An employee who is separated because of a reduction in force may be reinstated within one year of the date of separation, upon recommendation of the department head and approval of the appointing authority. An employee who is reinstated in this manner will be re-credited with his or her previously accrued sick leave and will accrue annual leave at a rate that reflects previous service with the County. If the employee retired or transferred the sick leave to another employer, sick leave will begin at a zero balance.

SECTION 9. REHIRING

An employee who resigns while in good standing may be rehired within five years of the date of separation upon recommendation of the department head and approval of the appointing authority. The employee will be regarded as a new employee subject to all provisions of this Policy except the employee will be re-credited with his or her previously accrued sick leave and will accrue annual leave at a rate that reflects previous service with the County. If the employee retired or transferred the sick leave to another employer, sick leave will begin at a zero balance.

An employee in good standing who is separated due to a reduction in force will be given the first opportunity to be rehired in the same or a similar position.

ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND DETRIMENTAL PERSONAL CONDUCT

SECTION 1. DISCIPLINARY ACTION FOR UNSATISFACTORY JOB PERFORMANCE

After following the procedures in this Article, a regular employee may be placed on disciplinary suspension, demoted, or dismissed for unsatisfactory job performance if performance is still deemed unsatisfactory. The human resources director will be available to assist all parties with the procedures in taking or responding to disciplinary actions. All cases of disciplinary suspension, demotion, or dismissal must be approved by the county manager or hiring authority prior to giving final notice to the employee.

SECTION 2. UNSATISFACTORY JOB PERFORMANCE DEFINED

Unsatisfactory job performance includes any aspects of the employee's job which are not performed as required to meet the standards set by the department head or county manager.

Examples of unsatisfactory job performance include, but are not limited to, the following:

- (a) Demonstrated inefficiency, negligence, or incompetence in the performance of duties;
- (b) Careless, negligent, or improper use of County property or equipment;
- (c) Physical or mental incapacity to perform duties after reasonable accommodation;
- (d) Discourteous treatment of the public or other employees;
- (e) Absence without approved leave;
- (f) Improper use of leave privileges;
- (g) Pattern of failure to report for duty at the assigned time and place;
- (h) Failure to complete work within time frames established in work plan or work standards;
- (i) Failure to meet work standards over a period of time;
- (j) Failure to follow the chain of command to address work-related issues; or
- (k) Failure to maintain certifications required by the job.

SECTION 3. COMMUNICATION AND WARNING PROCEDURES PRECEDING DISCIPLINARY ACTION FOR UNSATISFACTORY JOB PERFORMANCE

When an employee's job performance is unsatisfactory, or when incidents or inappropriate actions warrant, the supervisor should meet with the employee as soon as possible in one or more counseling sessions to discuss specific performance problems. The supervisor should prepare a brief summary of these counseling sessions for inclusion in the employee's personnel file.

An employee whose job performance is unsatisfactory over a period of time should normally receive at least two documented warnings from the supervisor, one of which may be a final written warning, before disciplinary action resulting in dismissal is taken by the county manager or hiring authority. In each case, the supervisor should complete a Performance Improvement Plan to record the dates of discussions, performance deficiencies discussed, corrective actions recommended, and time limits established.

If the employee's performance continues to be unsatisfactory, the supervisor should use the following disciplinary steps:

- (a) A final written warning from the supervisor serving notice upon the employee that corrected performance must take place immediately in order to avoid suspension, demotion, or dismissal.

- (b) If performance does not improve, a written recommendation for disciplinary action such as suspension, demotion, or dismissal should be sent to the department head, human resources director, and county manager or hiring authority. Suspension and/or demotion are not required steps prior to dismissal.

Disciplinary suspensions for unsatisfactory job performance are for the purpose of communicating the seriousness of the performance deficiency, not for the purpose of punishment, and should not generally exceed three days (24 hours) for non-exempt employees. Suspensions for exempt employees shall be for one full work week to maintain exempt status in accordance with FLSA requirements; however, suspensions of less than a week are authorized under FLSA for major safety violations or infractions of workplace conduct rules (i.e., detrimental personal conduct).

Demotions are appropriate when an employee has demonstrated an inability to perform successfully in the current job but shows promise and commitment to performing successfully in a lower level job. If no other options are available, dismissal is appropriate.

If the employee's performance does not reach an acceptable level after suspension or demotion, the employee may be dismissed. Dismissals are appropriate when the employee has shown to be unwilling or unable to perform work in a manner that meets the work and/or conduct standards of the County.

SECTION 4. DISCIPLINARY ACTION FOR DETRIMENTAL PERSONAL CONDUCT

Normally, the department head or county manager would place the employee on non-disciplinary suspension prior to making a disciplinary determination to allow time to gather facts regarding the detrimental personal conduct and make a determination regarding the severity of the conduct.

With the recommendation of the human resources director and approval of the county manager or hiring authority, an employee may be placed on disciplinary suspension, demoted, or dismissed without prior warning for causes relating to personal conduct detrimental to County service in order to:

- (a) avoid undue disruption of work;
- (b) to protect the safety of persons or property; or
- (c) for other serious reasons.

SECTION 5. DETRIMENTAL PERSONAL CONDUCT DEFINED

Detrimental personal conduct includes behavior of such a serious detrimental nature that the functioning of the County may be or has been impaired; the safety of persons or property may be or have been threatened; or the laws of the government may be or have been violated.

Examples of detrimental personal conduct include, but are not limited to, the following:

- (a) Fraud or theft;
- (b) Conviction of a felony or the entry of a plea of nolo contendere thereto;
- (c) Falsification of records for personal profit, to grant special privileges, or to obtain employment;
- (d) Willful misuse or gross negligence in the handling of County funds or personal use of equipment or supplies;
- (e) Willful or wanton damage or destruction to property;
- (f) Willful or wanton acts that endanger the lives and property of others;
- (g) Possession of unauthorized firearms or other lethal weapons on the job;
- (h) Brutality in the performance of duties;

- (i) Reporting to work under the influence of alcohol or drugs or partaking of such while on duty. Prescribed medication may be taken within the limits set by a physician as long as medically necessary;
- (j) Engaging in incompatible employment or serving a conflicting interest;
- (k) Request or acceptance of gifts in exchange for favors or influence;
- (l) Engaging in political activity prohibited by this Policy;
- (m) Harassment of an employee and/or the public on the basis of sex or any other protected class status;
- (n) Harassment of an employee or the public with threatening or obscene language and/or gestures or any incidence of workplace violence; or
- (o) Stated refusal to perform assigned duties or flagrant violation of work rules and regulations, or serious malfeasance of work.

SECTION 6. PRE-DISMISSAL CONFERENCE

Before dismissal action is taken for unsatisfactory job performance or detrimental personal conduct, the department head, human resources director, or county manager or hiring authority will conduct a pre-dismissal conference. At this conference, the employee may present any response to the proposed dismissal. The department head, human resources director, or county manager or hiring authority will consider the employee's response, if any, to the proposed dismissal and will notify the employee in writing of the final decision within three working days following the pre-dismissal conference. If the employee is dismissed, a written dismissal notice will be prepared that contains a statement of the policy violation and the employee's appeal rights under the County's grievance procedure.

SECTION 7. INVESTIGATORY LEAVE

During the investigation, hearing, or trial of an employee on any criminal charge, during an investigation related to alleged detrimental personal conduct, or during the course of any civil action involving an employee, when suspension would be in the best interest of the County, the supervisor, department head, or county manager may suspend the employee as a non-disciplinary action for part or all of the duration of the proceedings. In such cases, the County may:

- (a) Temporarily relieve the employee of all duties and responsibilities and place the employee on paid or unpaid leave for the duration of the suspension; or
- (b) Assign the employee new duties and responsibilities and allow the employee to receive such compensation as is in keeping with the new duties and responsibilities.

If the employee is reinstated following the suspension, he or she will not lose any compensation or benefits to which they otherwise would have been entitled had the suspension not occurred.

If the employee is terminated following suspension, he or she will not be eligible for any pay nor accrued annual or sick leave from the date of suspension; however, all other benefits will be maintained during the period of suspension.

SECTION 8. NAME CLEARING HEARING

Following the County's decision to dismiss or demote an employee, including a probationary employee, the employee will be afforded an opportunity for a name-clearing hearing to be conducted by the Human

Resources Director. The employee must request the hearing within ten calendar days of the employment action.

If requested by the employee, a time and date for the hearing will be established such that the hearing takes place prior to the release of any negative or stigmatizing information about the employee that could inhibit future employment. The employee may invite anyone they wish to the hearing (including the media). At this name-clearing hearing, the employee may present any response to information that the employee believes to be false and/or stigmatizing to their reputation with respect to his or her work performance or the reasons for the dismissal or demotion.

Any written comments submitted by the demoted or dismissed employee in person or through other means of transmittal will be placed in the employee's personnel file, and a copy will be provided to anyone who requests the termination notice for that employee. If the employee speaks at the hearing but does not provide written comments, the person conducting the hearing will take notes and place a copy of the notes in the employee's personnel file, and a copy will be provided to anyone who requests the termination notice for that employee.

There is no requirement for the County or the hearing officer to respond in any way to the comments of the employee. The name clearing hearing is not a substitute nor a second opportunity for a pre-dismissal hearing at which the employee may contest the proposed disciplinary action. Information presented at the name clearing hearing will not be used by the County to reconsider the disciplinary action.

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

SECTION 1. POLICY

It is the County's policy to provide a just and prompt procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair. The human resources director will be available to assist parties in all departments during the grievance process.

Employees utilizing the grievance procedures shall not be subjected to retaliation or any form of harassment from supervisors or other employees for exercising their rights under this Policy. Supervisors or other employees who violate this Policy will be subject to disciplinary action up to and including dismissal from County service.

SECTION 2. GRIEVANCE DEFINED

A grievance is a claim or complaint by a current or former employee based upon an event or condition which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions and which resulted in the employee receiving a disciplinary suspension, demotion, or dismissal. Employees may also use the grievance procedure for situations directly specified in other Articles in this Policy (ex, claims or complaints of harassment).

SECTION 3. PURPOSES OF THE GRIEVANCE PROCEDURE

The purposes of the grievance procedure include, but are not limited to:

- (a) Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
- (b) Encouraging employees to express themselves about the conditions of work which affect them;
- (c) Promoting better understanding of policies, practices, and procedures which affect employees;
- (d) Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures;
- (e) Increasing the sense of responsibility exercised by supervisors in dealing with their employees;
- (f) Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible in the chain of command; and
- (g) Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the County or its leaders, thus freeing up employee motivation, productivity, and creativity.

SECTION 4. GRIEVANCE PROCEDURE

When an employee or group of employees has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process although the time limits set forth may be extended by mutual consent. The last step initiated by an employee will be considered as the step at which the grievance is resolved. A decision to rescind a disciplinary suspension, demotion, or dismissal must be approved by the department head or county manager or appointing authority before the decision becomes effective.

Informal Resolution. Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. The employee or supervisor may involve the Human Resources Department as a resource to help resolve the grievance.

Step 1. If a resolution to the grievance is not reached informally, the employee who wishes to pursue a grievance will present the grievance to the supervisor in writing. The grievance must be presented within fifteen calendar days of the event or within fifteen calendar days of learning of the event or condition.

The supervisor should consult with any relevant County employees in order to reach a correct, impartial, fair, and equitable determination or decision concerning the grievance. Employees consulted by the supervisor are required to cooperate to the fullest extent possible.

The supervisor will respond to the grievance within ten calendar days of receipt. The response from each supervisory level for each step in the formal grievance process will be in writing and signed and dated by the supervisor. In addition, the employee must sign a copy to acknowledge receipt thereof. The responder at each step will send copies of the grievance and response to the Human Resources Department.

Step 2. If the grievance is not resolved by the supervisor to the employee's satisfaction, the employee may appeal in writing to the department head within ten calendar days after receipt of the supervisor's response from Step 1. The department head will respond to the appeal, stating the determination of his or her decision, within ten calendar days after receipt of the appeal.

Step 3. (For general County employees only) If the grievance is not resolved by the department head to the employee's satisfaction, the employee may appeal in writing to the county manager or hiring authority within ten calendar days after receipt of the department head's response from Step 2. The county manager or hiring authority will respond to the appeal, stating the determination of his or her decision, within ten calendar days after receipt of the appeal.

The county manager's or hiring authority's decision is final; however, the county manager should inform the County Board of Commissioners of any potential legal action. Any appeal of this decision must be made through the North Carolina Court System.

Special Note: The sheriff and register of deeds will carry out the responsibilities designated to the county manager in their respective departments.

Step 3. (For employees in the Social Services Department only) If the grievance is not resolved by the department head to the employee's satisfaction, the employee may appeal the decision to the North Carolina Office of Administrative Hearings (OAH) within thirty calendar days of the receipt of the department head's decision. The findings of the OAH will be forwarded to the State Personnel Commission. The decision of the State Personnel Commission will be advisory only and the department head will have the final decision. Discrimination cases may be appealed directly to the OAH.

Department Heads. In the case of department heads or other employees where the county manager or hiring authority has been significantly involved in determining disciplinary action including dismissal, the County may wish to obtain a neutral outside party to either:

- (a) provide mediation between the grieving department head and the county manager or hiring authority; or

- (b) consider the appeal and make recommendations back to the county manager or hiring authority concerning the appeal. Such parties might consist of human resource professionals, attorneys trained in mediation, mediators, or other parties appropriate to the situation.

The county manager's or hiring authority's decision regarding the disposition of the grievance will be final. The county manager will notify the Board of Commissioners of any impending legal action.

SECTION 5. ROLE OF THE HUMAN RESOURCES DIRECTOR

Throughout the grievance procedure, the roles of the human resources director will be as follows:

- (a) To advise parties (including employee, supervisors, and county manager) of their rights and responsibilities under this Policy including interpreting the grievance and other policies for consistent application;
- (b) To be a clearinghouse for information and decisions in the matter including maintaining files of all grievance documents.
- (c) To give notices to parties concerning timetables of the process, etc.;
- (d) To assist employees and supervisors in drafting statements; and
- (e) To facilitate the resolution of conflicts at any step in the process; and
- (f) To help locate mediation or other resources as needed.

In unusual circumstances, the human resources director will also determine whether additional time will be allowed to either side if the parties cannot agree upon extensions when needed or indicated.

SECTION 6. GRIEVANCE AND ADVERSE ACTION APPEAL PROCEDURE FOR DISCRIMINATION

When an employee, former employee, or applicant believes that any employment action discriminates illegally (i.e., is based on age, sex, race, color, national origin, religion, creed, political affiliation, disability, veteran status, or genetic information), he or she has the right to appeal such action using the grievance procedure outlined in this Policy. While such persons are encouraged to use the grievance procedure, they will have the right to appeal directly to the human resources director and the county manager.

Employment actions subject to appeal because of discrimination include promotion, training, classification, pay, disciplinary action, transfer, layoff, failure to hire, or termination of employment. An employee or applicant should appeal an alleged act of discrimination within thirty calendar days of the alleged discriminatory action but may appeal for up to three months following the action.

ARTICLE XI. PERSONNEL RECORDS AND REPORTS

SECTION 1. PUBLIC INFORMATION

Per NCGS 153A-98, the following information with respect to each employee is a matter of public record:

- (1) name;
- (2) age;
- (3) date of original employment or appointment to the service;
- (4) the terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the County has the written contract or a record of the oral contract in its possession;
- (5) current position title; current salary; date and amount of the most each increase or decrease in salary;
- (6) date of the most recent promotion, demotion, transfer, suspension, separation, or other change in position classification;
- (7) date and general description of the reasons for each promotion;
- (8) date and type of each dismissal, suspension, or demotion for disciplinary reasons. If the disciplinary action was a dismissal, a copy of the written notice of the final decision setting forth the specific acts or omissions that are the basis of the dismissal; and
- (9) the office to which the employee is currently assigned. Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the County may adopt. The cost of copying may be assessed to the individual who requests the copies.

For the purposes of this subsection, the term "salary" includes pay, benefits, incentives, bonuses, and deferred and all other forms of compensation paid by the County.

A record will be maintained of all disclosures of personnel records except for authorized personnel processing personnel actions or supervisors in the line of authority of the employee. Upon request, the records of disclosure will be made available to the employee to whom it pertains.

SECTION 2. ACCESS TO CONFIDENTIAL RECORDS

All information contained in an employee's personnel file other than the information mentioned above is confidential and shall be open to inspection only in the following instances:

- (a) The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.
- (b) A licensed physician designated in writing by the employee may examine the employee's medical record.
- (c) A County employee having supervisory authority over the employee may examine all material in the employee's personnel file.
- (d) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- (e) A state or federal government agency official or an agency official of any political subdivision of the state may inspect any portion of a personnel file when such inspection is deemed by the county manager to be necessary and essential to the pursuit of a proper function of the inspecting agency. No information shall be divulged for the purpose of assisting in a criminal prosecution of the employee or for the purpose of assisting in an investigation of the employee's tax liability;

however, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.

- (f) An employee may sign a written release that permits the record custodian to provide information to prospective employers, educational institutions, or other specified persons either in person, by telephone, or by mail. The signed release shall be placed in the employee's personnel file.
- (g) The county manager, with the concurrence of the County Board, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a County employee, and reasons for that action. Before releasing the information, the county manager shall determine that the release is essential to maintaining the level and quality of County services. The written determination is a record for public inspection and will be retained in the county manager's office as part of the personnel file.

SECTION 3. PERSONNEL ACTIONS

Human Resources will prescribe forms and reports for personnel actions and retain records necessary to administer the personnel system. Official personnel files are those which are maintained by Human Resources and contain employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and related documents. Any documents not contained in these files or maintained as designated by the human resources director are not part of the official file.

SECTION 4. RECORDS OF FORMER EMPLOYEES

The provisions for access to records apply to former employees as they apply to present employees.

SECTION 5. REMEDIES OF EMPLOYEES OBJECTING TO MATERIAL IN FILE

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. In accordance with established grievance procedures, the employee may seek to have a record of upheld grievances placed in the file and/or may seek removal of material in the file contingent upon approval of the North Carolina Department of Cultural Resources.

SECTION 6. PENALTIES FOR PERMITTING ACCESS TO CONFIDENTIAL RECORDS

NCGS Section 153A-98 provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount consistent with the General Statutes.

SECTION 7. EXAMINING AND/OR COPYING CONFIDENTIAL MATERIAL WITHOUT AUTHORIZATION

NCGS Section 153A-98 provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove, or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined consistent with the General Statutes.

SECTION 8. DESTRUCTION OF RECORDS REGULATED

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with NCGS Section 121.5 (b), without the consent of the Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever, alters, defaces, mutilates, or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in NCGS Chapter 132.3.

ARTICLE XII. IMPLEMENTATION OF POLICIES

SECTION 1. CONFLICTING POLICIES REPEALED

All policies, ordinances, or resolutions that conflict with the provisions of these policies are hereby repealed.

SECTION 2. SEPARABILITY

If any provision of these policies or any rule, regulation, or order thereunder of the application of such provision to any person or circumstances is held invalid, the remainder of these policies and the application of such remaining provisions of these policies of such rules, regulations, or orders to persons or circumstances other than those held invalid will not be affected thereby.

SECTION 3. EFFECTIVE DATE

These policies shall become effective on a date approved by the County Board of Commissioners.

SECTION 4. AMENDMENTS

This Policy may be amended by action of the Board of Commissioners and by resolution appropriately approved. Notice of any suggested amendment to the Policy, or any portion thereof, will be provided to employees and opportunities for employee comment and reaction will be made available prior to the amendments going to the Commissioners for action. Proposed amendments should be posted on bulletin boards in all employee work locations and/or in employee newsletters. Any revisions or amendments adopted in conformance with this procedure will become effective as of the date of such adoption.



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 30, 2020

Title: DSS Satellite Office

PURPOSE:

To obtain direction from the Granville County Board of Commissioners on the possible location for a Granville County Social Services Satellite office.

BACKGROUND:

During the Board's annual retreat in February 2016, the Board adopted the 5-year strategic plan, which included **Objective #2: Improve Inter-Local Government Relationships through partnerships and shared services**. Strategy 2.3 in the plan is provided below:

2. 3 Target specific county-provided services towards more densely populated areas
 - Establish Annex facilities in areas where population is most densely developed to be shared w/ Health Department, Emergency Services, DSS, Senior Center, etc.

In March 2020, due to the pandemic, the County secured temporary space to allow for better social distancing with our DSS staff. This lease is set to expire on January 15, 2021 and in a separate agenda item in tonight's meeting the County Manager will be requesting approval to amend the existing agreement until additional office space can be developed.

County staff has identified Suite 6A (3,600 square feet) and the adjacent area 6B (6,000 square feet) as a possible location to provide 20-30 Social Services offices along with the needed reception area, restrooms, small and large conference rooms, and office work areas. The stated rental rate is \$9.00/sf with triple-net (NNN) of \$2.27/sf for an annual estimated lease payment of \$108,192. Based on preliminary estimates, it should take about \$950,000 to up fit the space for use. A property description and location map are included for your reference.

The ongoing restrictions of the pandemic and the growing need for a satellite office require staff to seek out opportunities. We are asking for the Board's direction on how to proceed with this opportunity.

FUNDING:

Funding has not yet been identified for this project. If approved, lease payments would be included in the FY 2021-2022 budget. An appropriation against the County's fund balance would most likely need to be made to fund the up fit project costs.

RECOMMENDATION:

Authorize County Staff to negotiate a lease, subject to approval by the Board of Commissioners, for 9,600 square feet in the Dutch Village commercial area to provide a satellite space for Granville County Social Services.

ATTACHMENTS:

Possible DSS Satellite Office Area

ACTION TAKEN:

DUTCH VILLAGE

2531 E. Lyon Station Road, Creedmoor, North Carolina



TRI PROPERTIES
125

NAL Carolantic Realty

DUTCH VILLAGE

2531 E. Lyon Station Road, Creedmoor, North Carolina

I-85 VISIBILITY SHOPPING CENTER LOCATED AT THE INTERSECTION OF I-85
AND BUTNER CREEDMOOR ROAD/HWY 56

BUILDING SIZE	Approximately 58,200 RSF	
AVAILABLE SPACE	Suite 6A - 3,600 RSF	
	Suite 6B - 6,000 RSF	
	Suite 7 - 6,000 RSF	
ANCHOR TENANT	Food Lion	
TRAFFIC COUNT	Butner Creedmoor Road/Hwy 56 - 16,500 VPD I-85 - 42,000 VPD	
RENTAL RATE	\$9.00/SF, NNN \$2.27/SF	
LEASE TERM	Negotiable	
TENANTS	Food Lion	30,720 SF
	Subway	2,100 SF
	Focus Nails	1,400 SF
	Domino's Pizza	1,400 SF
	Premier Eye Institute	1,380 SF
	Taste of China	1,750 SF
	El Rio Mexican Restaurant	2,100 SF
	USA Tobacco and Vape	1,750 SF

LEASING CONTACT

JOAQUIN CANALS | 919.714.7124 | jcanals@naicarolantic.com



SITE PLAN

2531 E. Lyon Station Road, Creedmoor, North Carolina



LEASING CONTACT

JOAQUIN CANALS | 919.714.7124 | jcanals@naicarolantic.com

E. LYON STATION ROAD

TRI PROPERTIES

NAI Carolantic Realty

All information provided herein is from sources deemed reliable. However, all information is subject to verification. Tri Properties does not independently verify nor warrant the accuracy of the information.

AERIAL

2531 E. Lyon Station Road, Creedmoor, North Carolina



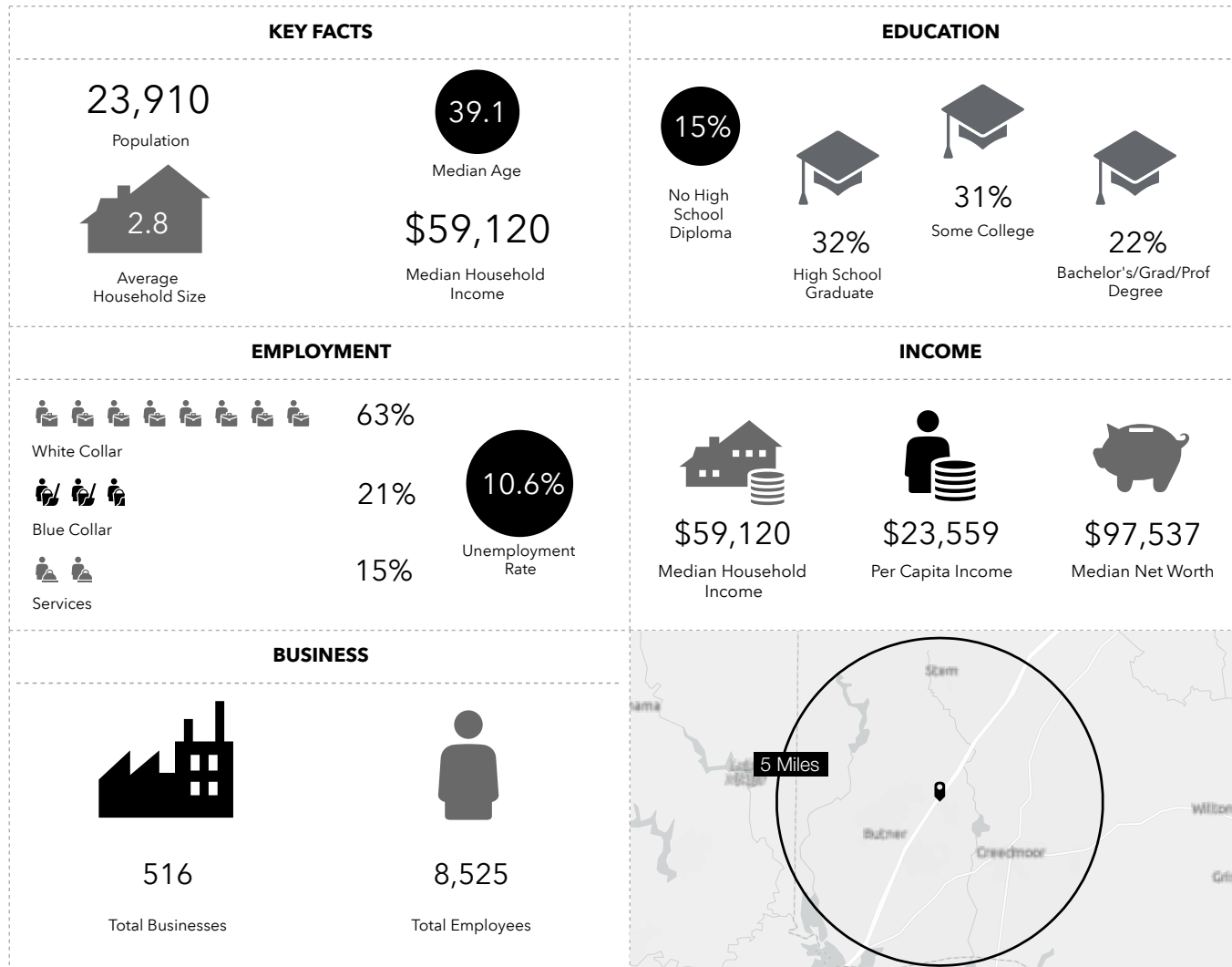
LEASING CONTACT

JOAQUIN CANALS | 919.714.7124 | jcanals@naicarolantic.com

All information provided herein is from sources deemed reliable. However, all information is subject to verification. Tri Properties does not independently verify nor warrant the accuracy of the information.

DEMOGRAPHICS

2531 E. Lyon Station Road, Creedmoor, North Carolina



LEASING CONTACT

JOAQUIN CANALS | 919.714.7124 | jcanals@naicarolantic.com

TRI PROPERTIES

NAI Carolantic Realty



Granville County Social Services

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Michael Felts
Department: Social Services
Date: December 30, 2020

Title: DSS Temporary Facility Lease with Central Children's Home

PURPOSE:

To obtain approval to extend lease agreement for Temporary DSS Facility for 3-6 months.

BACKGROUND:

On March 16th in response to the COVID-19 Pandemic response measures, the Social Services Director and County Manager met to discuss the need for temporary facility space in order to implement sufficient social distancing within the DSS office area. After an exhaustive search and review of available space, a facility on the campus of the Central Children's Home was identified which met the criteria outlined by the Social Services Director. The Executive Director and Board of the Central Children's Home did not hesitate to partner with the County to meet our emergency need. We were able to secure a 6-month lease with the option to extend the lease through January 15, 2021. A copy of the lease is attached for your reference.

Due to the continued COVID-19 pandemic restrictions, we need to continue the lease at the Central Children's Home pending approval by the Granville County Board of Commissioners and the Board of the Central Children's Home.

We are requesting authorization to amend the agreement, pending approval by both boards, for 3-6 months.

FUNDING:

Funding through January 15, 2021 is included in the existing budget. The additional 3-6 months funding will be found within the existing budget or will require an appropriate of fund balance.

RECOMMENDATION:

The County Manager recommends authorizing the County Manager to execute an amendment to the existing lease with Central Children's Home for the use of temporary space for an additional 3-6 months at the current lease rate of \$5,000.00 per month.

ATTACHMENTS:

CCH Lease Agreement

ACTION TAKEN:

LEASE AGREEMENT

This LEASE AGREEMENT ("**Lease**"), is made as of the 16th day of April, 2020, by and between **CENTRAL CHILDREN'S HOME OF NORTH CAROLINA, INC.**, a North Carolina non-profit corporation, with an address 211 West Antioch Drive, Oxford, NC 27565 ("**Landlord**") and **GRANVILLE COUNTY**, a body politic and corporate of the State of North Carolina, with an address of P.O. Box 906 (mail); 141 Williamsboro Street (delivery), Oxford, North Carolina 27565 ("**Tenant**") and, together with Landlord, collectively referred to herein as the "**Parties**").

In consideration of the rents, covenants, and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged and agreed, Landlord and Tenant covenant, warrant, and agree as follows:

1. Definitions. For purposes of this Lease, the following terms shall have the following meanings:

"**Alterations**" shall have the meaning set forth in Section 8(a) hereof.

"**Broker**" shall mean N/A.

"**Building**" shall mean the building known as having the street address of 211 West Antioch Drive, Oxford, NC 27565, being known as Granville County tax map number 192202772160 card 9/11 and more particularly shown on the aerial photograph attached as Exhibit "A".

"**Building Systems**" shall mean the HVAC Systems and the other mechanical, electrical, plumbing, and life safety systems of the Building.

"**Common Areas**" shall mean the entrance way, sidewalk areas, any parking assigned or that may be assigned to the Building, and other areas located within the Building or otherwise on the Property that are intended for the common use of all tenants of the Building and their invitees.

"**Default Rate**" shall have the meaning set forth in Section 4(d) hereof.

"**Environmental Laws**" shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

"**Extension Conditions**" shall mean, as a condition to Tenant exercising each Extension Option: (a) Tenant gives Landlord written notice no less than thirty (30) days prior to the commencement of the Extension Term that Tenant is exercising the Extension Option; (b) at the date the applicable Extension Option is exercised, and at the commencement of the Extension Term, no Event of Default has occurred and is continuing; and (c) Tenant has not been more than

twenty (20) days late in the payment of any or all Rent more than a total of three (3) times for all periods prior to the commencement of the applicable Extension Term.

"Extension Option" shall have the meaning set forth in Section 3(b) hereof.

"Extension Term" shall have the meaning set forth in Section 3(b) hereof.

"Fixed Rent" shall mean the rent payments specified in Section 4 hereof.

"Hazardous Materials" shall mean any chemical, compound, material, substance, or other matter that: (a) is defined as a hazardous substance, hazardous material, or waste, or toxic substance under any Hazardous Materials Law; (b) is regulated, controlled, or governed by any Hazardous Materials Law or other laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

"Hazardous Materials Laws" shall mean any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

"HVAC Systems" shall mean the heating, ventilation, and air conditioning systems of the Building.

"Landlord's Address for Notices" shall mean 211 West Antioch Drive, Oxford, NC 27565.

"Laws" shall mean all applicable laws, ordinances, rules, and regulations of governmental and quasi-governmental authorities, including, without limitation, the Americans with Disabilities Act of 1990, as amended by the Americans with Disabilities Act Amendments Act of 2008 (and the regulations promulgated thereunder).

"Lease Commencement Date" shall be April 16, 2020.

"Lease Expiration Date" shall be October 15, 2020 unless extended pursuant to Section 3 hereof.

"Permitted Use" shall mean office use.

"Premises" shall mean approximately 5,820 square feet of rentable area, located on the first floor of the Building, as more particularly shown on Exhibit A attached hereto.

"Prime Rate" shall mean the prime or base rate announced as such from time to time by Wall Street Journal, or if not available, a comparable rate selected by Landlord. Any

interest payable under this Lease with reference to the Prime Rate shall be adjusted on a quarterly basis, based upon the Prime Rate in effect at the time in question, and shall be calculated on the basis of a 360-day year with twelve (12) months of 30 days each.

"Property" shall mean the Building together all appurtenances thereto and the land on which the Building is located as depicted on Exhibit A, together with all other improvements which may hereafter be constructed on such parcel of land.

"Rent" shall mean all amounts of Fixed Rent payable under Section 4 hereof, as well as all other payments required to be made by Tenant to Landlord in accordance with this Lease.

"Security Deposit" shall mean a security deposit in the amount of N/A.

"Sublease" shall have the meaning set forth in Section 13(a) hereof.

"Tenant Owned Property" shall have the meaning set forth in Section 8(c) hereof.

"Tenant Parties" shall have the meaning set forth in Section 6(b) hereof.

"Tenant's Address for Notices" shall mean P.O. Box 906 (mail); 141 Williamsboro Street (delivery), Oxford, North Carolina 27565, with a copy to James C. Wrenn, Jr., Hicks Wrenn, PLLC, P.O. Box 247 (mail), 111 Gilliam St. (delivery), Oxford, NC 27565.

"Term" shall mean a term of six (6) months commencing on the Lease Commencement Date and ending on the Lease Expiration Date.

2. Premises.

(a) Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Premises for the Term.

(b) Tenant shall have the non-exclusive right to use the Common Areas of the Building. Except as may be otherwise provided expressly in this Lease, Tenant shall not have the right to use the basement.

(c) Landlord represents, warrants, and covenants to Tenant that as of the Lease Commencement Date: (a) there are no defects in the state of title to the Property that inhibit or may inhibit either: (i) the current or future use of the Property; or (ii) the use of the Premises by Tenant for the Permitted Use, and Landlord shall not execute any proposed instrument to be recorded against the Property that creates any such defects; (b) the Permitted Use is in compliance with and does not conflict with and shall not conflict during the Term with any and all Laws or the certificate of occupancy for the Building; (c) the existing improvements and any alterations to the Building are and will be sufficient and in compliance with all Laws for Tenant's Permitted Use; (d) the structural portions of the Building are in good condition and working order, and are in compliance with all applicable Laws including, but not limited to, the Americans with Disabilities Act; (e) the Property is properly zoned for the Permitted Use of the

Premises by Tenant; (f) the Property complies with local laws relating to loading and parking requirements; (g) any repairs and alterations made by Landlord during the Term (if any) shall be completed in a good and workmanlike manner and in compliance with all applicable Laws and delivered to Tenant in good condition and working order; (h) the Premises, the Land, and the Building comply with all Environmental Laws; and (i) there are no environmental liens on the Premises, the Land, or the Building.

3. Term.

(a) The Term shall commence on the Lease Commencement Date and shall expire on the Lease Expiration Date.

(b) Tenant is granted the option ("**Extension Option**") to extend the initial Term of this Lease for an additional term of three (3) months (the "**Extension Term**") provided all the Extension Conditions are met.

4. Fixed Rent.

(a) Tenant covenants and agrees to pay Fixed Rent in advance on the first (1st) day of each calendar month during the Term and without notice, demand, abatement, deduction, counterclaim, set-off, defense, or otherwise, except as otherwise specifically provided herein, in lawful money of the United States, to Landlord at 211 West Antioch Drive, Oxford, North Carolina 27565 throughout the Term of this Lease as follows:

(i) an amount equal to \$5,000.00 per month.

(b) Concurrently with Tenant's execution of this Lease, Tenant shall pay to Landlord an amount equal to one (1) monthly installment of Fixed Rent payable under this Lease for the first full calendar month of the Lease Term.

(c) If the Lease Commencement Date is a day other than the first day of a month, then the Fixed Rent from the Lease Commencement Date until the first day of the following month shall be prorated on a per diem basis at the rate of one-thirtieth (1/30th) of the monthly installment of Fixed Rent payable.

(d) Any Rent payable by Tenant to Landlord under this Lease that is not paid within fifteen (15) days after the same is due will be automatically subject to a late payment charge of four percent (4%) of the delinquent amount, in each instance, to cover Landlord's additional administrative costs. In addition to the late charge set forth above, Tenant shall also be required to pay interest on all such unpaid sums (including any late charge(s)), at a per annum rate equal to the lesser of: (i) eight percent (8%); or (ii) the maximum rate permitted by applicable law ("**Default Rate**") on all such outstanding charges of Rent, with said interest charges, as applicable, to be payable on the first (1st) day of each month throughout the Term of this Lease, without further notice or demand therefor by Landlord. Such late charges and interest will be due and payable as set forth herein and will accrue from the date that such Rent (including late charges and interest) sums are payable under the provisions of this Lease until actually paid by Tenant.

5. Preparation for Occupancy. Prior to the Lease Commencement Date, Landlord, at its sole cost and expense, shall prepare the Premises for Tenant's occupancy in accordance with the work letter attached hereto as Exhibit B and to Tenant's reasonable satisfaction.

6. Use of Premises; Compliance with Laws; Hazardous Materials.

(a) The Premises shall be used only for the Permitted Use and for no other purpose.

(b) Tenant, at Tenant's sole cost and expense, shall comply with and shall cause Tenant, and Tenant's contractors, agents, servants, employees, attorneys, invitees, and licensees (collectively "Tenant Parties") to comply with all Laws applicable to the use or occupancy of the Premises.

(c) Tenant shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Premises, the Building, or the Property; provided, however, Tenant may use and store reasonable quantities of cleaning and office supplies and other similar materials as may be reasonably necessary for Tenant to conduct normal business operations in the Premises. Tenant shall indemnify and hold Landlord, its employees, and agents, harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, of failure to remove, Hazardous Materials generated, used, released, stored or disposed of by Tenant or any Tenant Party in or about the Premises, the Building or the Property, whether before or after the Lease Commencement Date.

7. Building and Equipment; Maintenance and Repairs. At its expense, Landlord shall keep the Premises, Building, Building Systems, and the Property in good repair and condition. Landlord shall supply the following services and utilities:

(a) Heat, ventilating, and air conditioning.

(b) Hot and cold, running, potable water reasonably adequate for Tenant's purposes.

(c) Electricity for lighting and operating computers, facsimile machines, scanners, and other business equipment.

(d) Providing, installing, and replacing all necessary light bulbs and tubes.

(e) Illuminating and maintaining the parking area, walks, and driveways to the extent applicable to the Premises.

8. Alterations.

(a) Tenant shall not make or allow to be made any alterations, additions, or improvements in or to the Premises (collectively, "**Alterations**") without first obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant shall be required to provide Landlord with prior written notice, but Landlord's consent will not be required if: (i) the proposed Alterations will not affect the HVAC Systems, the Building Systems, or the structure of the Building; and (ii) the total cost to acquire and install the proposed Alterations will be no more than: (A) TEN

THOUSAND and no/100 Dollars (\$10,000.00) in any one instance; and (B) TWENTY THOUSAND and no/100 Dollars (\$20,000.00) in the aggregate during any calendar year.

(b) Tenant agrees that all such work (regardless of whether Landlord's consent is required) shall be done at Tenant's sole cost and expense and in a good and workmanlike manner, that the structural integrity of the Building shall not be impaired, and that no liens shall attach to all or any part of the Premises, the Building, or the Property by reason thereof. Tenant shall obtain, at its sole expense, all permits required for such work.

(c) Unless otherwise elected by Landlord as hereinafter provided, all Alterations made by Tenant shall become the property of Landlord and shall be surrendered to Landlord on or before the Lease Expiration Date, except as otherwise set forth in this Lease. Notwithstanding the foregoing, movable equipment, trade fixtures, personal property, furniture, or any other items that can be removed without material harm to the Premises will remain Tenant's property (collectively, "**Tenant Owned Property**") and shall not become the property of Landlord but shall be removed by Tenant, at its sole cost and expense, not later than the Lease Expiration Date. When granting consent for any Alterations that require Landlord's consent, Landlord shall indicate whether it will require the removal of those Alterations prior to the Lease Expiration Date. Prior to making any Alterations not requiring Landlord's consent, Tenant shall request that Landlord notify Tenant whether Landlord requires Tenant to remove that Alteration prior to the Lease Expiration Date. Tenant shall repair at its sole cost and expense all damage caused to the Premises or the Building by the removal of any Alterations that Tenant is required to remove or Tenant Owned Property. Landlord may remove any Tenant Owned Property or Alterations that Tenant is required but fails to remove at the Lease Expiration Date and Tenant shall pay to Landlord the reasonable cost of removal. Tenant's obligations under this Section 8 shall survive the expiration or earlier termination of this Lease.

9. Insurance.

(a) Tenant shall procure at its cost and expense, and keep in effect during the Term, insurance coverage for all risks of physical loss or damage insuring the full replacement value of Alterations and all items of Tenant Owned Property. Landlord shall not be liable for any damage or damages of any nature whatsoever to persons or property caused by explosion, fire, theft or breakage, vandalism, falling plaster, by sprinkler, drainage or plumbing systems, or air conditioning equipment, by the interruption of any public utility or service, by steam, gas, electricity, water, rain, or other substances leaking, issuing, or flowing into any part of the Premises, by natural occurrence, acts of the public enemy, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or by anything done or omitted to be done by any tenant, occupant or person in the Building, it being agreed that Tenant shall be responsible for obtaining appropriate insurance to protect its interests.

(b) Tenant shall procure at its cost and expense, and maintain throughout the Term, comprehensive commercial general liability insurance applicable to the Premises with a minimum combined single limit of liability of ONE MILLION and no/100 Dollars (\$1,000,000.00), statutory worker's compensation insurance, and employer's liability insurance with a minimum limit of FIVE HUNDRED THOUSAND and no/100 Dollars (\$500,000.00) covering all of Tenant's employees. Such liability insurance shall include, without limitation,

products and completed operations liability insurance, fire, and legal liability insurance, and such other coverage as Landlord may reasonably require from time to time. During the Lease Term at Landlord's request, Tenant shall increase such insurance coverage to a level that is commercially reasonably required by Landlord.

(c) Tenant's insurance shall be issued by companies authorized to do business in the State of North Carolina. Tenant shall have the right to provide insurance coverage pursuant to blanket policies obtained by Tenant if the blanket policies expressly afford the coverage required by this Section 9. All insurance policies required to be carried by Tenant under this Lease (except for worker's compensation insurance) shall: (i) name Landlord, and any other reasonable number of parties designated by Landlord as additional insureds; (ii) as to liability coverages, be written on an "occurrence" basis; (iii) provide that Landlord shall receive ten (10) days' notice from the insurer before any cancellation or change in coverage; and (iv) contain a provision that no act or omission of Tenant shall affect or limit the obligation of the insurer to pay the amount of any loss sustained. Each such policy shall contain a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord. Tenant shall deliver reasonably satisfactory evidence of such insurance to Landlord on or before the date Tenant first enters or occupies the Premises, and thereafter at least ten (10) days before the expiration dates of expiring policies. Notwithstanding the foregoing, if any such insurance expires without having been renewed by Tenant, Landlord shall have the option, in addition to Landlord's other remedies to procure such insurance for the account of Tenant, immediately and without notice to Tenant, and the cost thereof shall be paid to Landlord. The limits of the insurance required under this Lease shall not limit Tenant's liability.

(d) Landlord, at its cost and expense, has purchased and maintained or will purchase and maintain: (i) a standard policy of "all risk" insurance with customary exclusions covering the Building in the full replacement cost of the Building, together with rent loss insurance and windstorm coverage (on a full replacement cost basis); and (ii) broad form commercial general liability insurance with a minimum combined single limit of liability of at least ONE MILLION and no/100 Dollars (\$1,000,000.00), written by companies authorized to do business in the State of North Carolina.

10. Indemnification.

(a) Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from the use or occupancy or manner of use or occupancy of the Premises or any injury or damage caused by Tenant, Tenant Parties, or any person occupying the Premises through Tenant.

(b) Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from: (i) any injury or damage caused by any negligent or willful acts of Landlord; (ii) the presence of Hazardous Substances introduced in, on, under, or about the Premises as a result of the actions of Landlord or its agents, employees, representatives, contractors, or predecessors

in title; (iii) the failure of the Premises, Building, or Property to comply with Environmental Laws including the presence now or during the Term of environmental liens against the Premises, Building, or Property (unless such non-compliance or liens are the result of Tenant's actions) or (iv) a default by Landlord under this Lease.

(c) The terms of this Section 10 shall survive the expiration or sooner termination of this Lease.

11. Damage and Destruction.

(a) If the Premises or any of the Common Areas are destroyed or damaged by fire or other casualty so that Tenant is unable to occupy the Premises for its Permitted Use, Landlord or Tenant may terminate this Lease.

(b) If the damage or destruction renders all or part of the Premises untenantable, Fixed Rent shall proportionately abate commencing on the date of the damage or destruction.

(c) Notwithstanding anything to the contrary in this Lease, Landlord and Tenant mutually waive their respective rights of recovery against each other and each other's officers, directors, constituent partners, agents, and employees, and Tenant waives such rights against each lessor under any ground or underlying lease and each lender under any mortgage or deed of trust or other lien encumbering the Property or any portion thereof or interest therein, to the extent any loss is or would be covered by fire, extended coverage, or other property insurance policies required to be carried under this Lease or otherwise carried by the waiving party, and the rights of the insurance carriers of such policy or policies are to be subrogated to the rights of the insured under the applicable policy. Each party shall cause its insurance policy to be endorsed to evidence compliance with such waiver.

12. Condemnation.

(a) If all of the Premises is condemned or taken in any permanent manner before or during the Term for any public or quasi-public use, or any permanent transfer of the Premises is made in avoidance of an exercise of the power of eminent domain (each of which events shall be referred to as a "**taking**"), this Lease shall automatically terminate as of the date of the vesting of title due to such taking. If a part of the Premises is so taken, this Lease shall automatically terminate as to the portion of the Premises so taken as of the date of the vesting of title as a result of such taking. If such portion of the Property is taken as to render the balance of the Premises unusable by Tenant for the Permitted Use, as reasonably determined by either Landlord or Tenant, this Lease may be terminated by Landlord or Tenant, as of the date of the vesting of title as a result of such taking, by written notice to the other party given within thirty (30) days following notice to Landlord of the date on which said vesting will occur. If this Lease is not terminated as a result of any taking, Landlord shall restore the Building to an architecturally whole unit; provided, however, that Landlord shall not be obligated to expend on such restoration more than the amount of condemnation proceeds actually received by Landlord.

(b) Landlord shall be entitled to the entire award for any taking, including, without limitation, any award made for the value of the leasehold estate created by this Lease. No award for any partial or entire taking shall be apportioned, and Tenant hereby assigns to Landlord any

award that may be made in any taking, together with any and all rights of Tenant now or hereafter arising in or to such award or any part thereof; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant, or the interruption of or damage to Tenant's business.

(c) In the event of a partial taking that does not result in a termination of this Lease as to the entire Premises, Fixed Rent shall be equitably adjusted in relation to the portions of the Premises and Building taken or rendered unusable by such taking.

(d) If all or any portion of the Premises is taken for a limited period of time before or during the Term, this Lease shall remain in full force and effect; provided, however, that Fixed Rent shall abate during such limited period in proportion to the portion of the Premises taken by such taking. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking; provided, however, that nothing contained herein shall be deemed to give Landlord any interest in or to require Tenant to assign to Landlord any separate award made to Tenant for its relocation expenses, the taking of personal property and fixtures belonging to Tenant, the unamortized value of improvements made or paid for by Tenant, or the interruption of or damage to Tenant's business. Any temporary taking of all or a portion of the Premises which continues for two (2) months shall be deemed a permanent taking of the Premises or such portion.

13. Assignment and Subletting.

(a) Neither Tenant nor any sublessee or assignee of Tenant, directly or indirectly, voluntarily or by operation of law, shall sell, assign, encumber, mortgage, pledge, or otherwise transfer or hypothecate all or any part of the Premises or Tenant's leasehold estate hereunder (each such act is referred to as an "Assignment"), or sublet the Premises or any portion thereof or permit the Premises to be occupied by anyone other than Tenant (each such act is referred to as a "Sublease"), without Landlord's prior written consent in each instance, which consent will not be unreasonably withheld, conditioned or delayed. Any Assignment or Sublease that is not in compliance with this Section 13 shall be void.

(b) Any request by Tenant for Landlord's consent to a specific Assignment or Sublease shall include: (i) the name of the proposed assignee, sublessee, or occupant; (ii) the nature of the proposed assignee's, sublessee's, or occupant's business to be carried on in the Premises; (iii) a copy of the proposed Assignment or Sublease; and (iv) such financial information (in the event of an Assignment) and such other information as Landlord may reasonably request concerning the proposed assignee, sublessee, or occupant or its business. Landlord shall respond in writing, stating the reasons for any disapproval, within seven (7) days after receipt of all information reasonably necessary to evaluate the proposed Assignment or Sublease.

(c) No consent by Landlord to any Assignment or Sublease by Tenant, and no specification in this Lease of a right of Tenant to make any Assignment or Sublease, shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or

after: (i) the Assignment or Sublease; or (ii) any extension of the Term (pursuant to exercise of an option granted in this Lease). The consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee or sublessee or Tenant shall deliver to Landlord a fully executed counterpart of the Assignment or Sublease and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.

(d) Notwithstanding the foregoing, provided that no Event of Default has occurred and is continuing, and no such transaction is undertaken with the intent of circumventing Tenant's liability under this Lease, Tenant may assign this Lease to any affiliate or subsidiary of Tenant or in connection with a merger or other consolidation of Tenant and may sublease all or some portion of the Premises to an affiliate or subsidiary of Tenant without Landlord's consent provided: (i) Tenant shall remain liable hereunder; (ii) Tenant provides reasonable prior written notice to Landlord of such Assignment or Sublease; (iii) after such transaction is effected, the tangible net worth (excluding goodwill) of the new tenant under this Lease is equal to or greater than the tangible net worth of Tenant as of the date of this Lease; and (iv) Landlord shall have received an executed copy of all documentation effecting such transfer on or before its effective date.

14. Tenant's Default. Each of the following events shall be an "Event of Default" hereunder:

(a) Tenant's failure to pay when due any installment of Rent and such failure continues for a period of fifteen (15) days after Landlord gives Tenant written notice thereof.

(b) Tenant's failure to perform or observe any other covenant, condition, or other obligation of Tenant and such failure continues for a period of thirty (30) days after Landlord gives Tenant written notice thereof. Notwithstanding the foregoing, if a cure cannot be effected within the thirty (30) day period and Tenant begins the cure and is pursuing such cure in good faith and with diligence and continuity during the thirty (30) day period, then Tenant shall have such additional time as is reasonably necessary to effect such cure.

(c) The Premises become vacant and abandoned (other than in connection with a casualty under Section 10 or a condemnation under Section 11) for greater than sixty (6) days.

(d) At Landlord's option, the occurrence of any of the following:

(i) the appointment of a receiver to take possession of all or substantially all the assets of Tenant or the Premises;

(ii) an assignment by Tenant for the benefit of creditors;

(iii) the filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of ninety (90) days;

(iv) the attachment, execution, or other judicial seizure of all or substantially all of Tenant's assets or the Premises, if such attachment or other seizure remains undismissed or undischarged for a period of ninety (90) days after the levy thereof;

(v) the admission of Tenant in writing of its inability to pay its debts as they become due;

(vi) the filing by Tenant of any answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, or dissolution of Tenant or similar relief;

(vii) if within ninety (90) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, such proceeding shall not have been dismissed; or

(viii) the occurrence of any of the foregoing with respect to any guarantor of Tenant's obligations under this Lease.

15. Landlord's Remedies. Upon the occurrence of an Event of Default by Tenant that is not cured by Tenant within the applicable grace periods specified in Section 14 above, Landlord shall have all of the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(a) The right to terminate Tenant's right to possession of the Premises and to recover:
(i) all Rent which shall have accrued and remains unpaid through the date of termination; plus
(ii) the amount by which the unpaid Rent for the balance of the Term, discounted to present value at the Prime Rate then in effect, exceeds the then fair rental value of the Premises for the balance of the Term (assuming reasonable allowance for downtime and free rent prior to the commencement of such fair market rent), similarly discounted; plus (iii) any other amount necessary to compensate Landlord for all the damages caused by Tenant's failure to perform its obligations under this Lease (including, without limitation, reasonable attorneys' and accountants' fees, costs of alterations of the Premises, interest costs, and brokers' fees incurred upon any reletting of the Premises).

(b) The right to continue the Lease in effect after Tenant's breach and recover Rent as it becomes due. Acts of maintenance or preservation, efforts to relet the Premises or the appointment of a receiver upon Landlord's initiative to protect its interest under this Lease shall not of themselves constitute a termination of Tenant's right to possession.

(c) The right and power to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply the proceeds therefrom pursuant to applicable law.

(d) The right to have a receiver appointed for Tenant, upon application by Landlord, to take possession of the Premises, to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Landlord pursuant to this Section.

(e) The right to specific performance of any or all of Tenant's obligations under this Lease and to damages for delay in or failure of such performance.

16. Subordination; Estoppel Certificates.

(a) This Lease shall be subject and subordinate at all times to: (i) all ground leases or underlying leases that may now exist or hereafter be executed affecting the Property or any portion thereof; (ii) the lien of any mortgage, deed of trust or other security instrument that may now exist or hereafter be executed in any amount for which the Property or any portion thereof, any ground leases or underlying leases, or Landlord's interest or estate therein is specified as security; and (iii) all modifications, renewals, supplements, consolidations, and replacements thereof. The provisions of this Section shall be self-operative, and no further instrument shall be required to effect the provisions of this Section. Notwithstanding anything to the contrary contained herein, Landlord will, as a condition to the subordination of this Lease, provide Tenant with an executed subordination, non-disturbance, and attornment agreement with Landlord's lender, on customary terms.

(b) If any ground lease or underlying lease terminates for any reason or any mortgage, deed of trust, or other security instrument is foreclosed or a conveyance in lieu of foreclosure is made for any reason, Tenant, notwithstanding any subordination, shall attorn to and become the tenant of the successor in interest to Landlord at the option of such successor in interest. If any mortgage, deed of trust, or other security agreement is foreclosed, or Landlord's interest under this Lease is conveyed or transferred in lieu of foreclosure, neither the mortgagee, beneficiary, nor any person or entity acquiring title to the Property as a result of foreclosure or trustee's sale, nor any successor or assign of either of the foregoing, shall be: (i) liable for any default by Landlord; (ii) bound by or liable for any payment of Rent which may have been made more than thirty (30) days before the due date of such installment; (iii) subject to any defense or offset which Tenant may have to the payment of Rent or other performance under this Lease arising from any default by Landlord; or (iv) bound by any amendment or modification to this Lease made without the consent of such mortgagee if the consent of such mortgagee or beneficiary thereto is required.

(c) Within twenty (20) days following a request by Landlord, Tenant agrees to execute any documents reasonably required to effectuate the foregoing subordination or such other reasonable and customary subordination, non-disturbance, and attornment agreement submitted by Landlord to Tenant, which documents may contain such other terms as any mortgagee or prospective mortgagee may reasonably require, or to make this Lease prior to the lien of any mortgage, deed of trust, or underlying lease, as the case may be.

(d) Tenant agrees to simultaneously give to any party holding a mortgage, deed of trust, or other security agreement encumbering the Property, by registered or certified mail, a copy of any notice of default served upon Landlord, provided Tenant has been notified in writing

of the names and addresses of such mortgagee(s) and such parties shall have the same cure rights as Landlord has under this Lease.

(e) Tenant, at any time and from time to time, within twenty (20) days after written request from Landlord, shall execute, acknowledge, and deliver to Landlord, addressed to Landlord and any prospective purchaser, ground or underlying lessor, or mortgagee or beneficiary of any part of the Property, an estoppel certificate in form and substance reasonably designated by the Landlord. It is intended that any such certificate may be relied upon by the Landlord and any prospective purchaser, investor, ground or underlying lessor, or mortgagee or deed of trust beneficiary of all or any part of the Property.

17. End of Term; Holding Over.

(a) No later than the Lease Expiration Date, Tenant shall remove its Tenant Owned Property (except as otherwise provided herein) and will peaceably yield up the Premises in broom clean condition. Notwithstanding the foregoing, Tenant shall not be responsible: (i) to repair the effects of normal wear and tear; (ii) for damage which is Landlord's responsibility to repair; (iii) for damage by fire, the elements, or casualty (not caused by Tenant or any Tenant Party); and (iv) for damage which is the result of the misconduct or [gross] negligence of Landlord, its contractors, agents, employees, or invitees.

(b) If Tenant shall hold over after the Lease Expiration Date, Tenant shall pay one hundred ten percent (110%) of the Rent payable during the final full month of the Term (exclusive of abatements, if any) and Tenant's occupancy shall otherwise be on the terms and conditions herein specified so far as applicable (but expressly excluding all renewal or extension rights). No holding over by Tenant after the Term shall operate to extend the Term. Any holding over with Landlord's written consent shall be construed as a tenancy at sufferance or from month to month, at Landlord's option. Any holding over without Landlord's written consent shall entitle Landlord to reenter the Premises as provided in Section 15, and to enforce all other rights and remedies provided by law or this Lease.

18. Security Deposit. INTENTIONALLY DELETED

19. Signs. Tenant may place its standard signs within the Premises. Tenant shall also install Tenant's standard signage on the entrance doors and exterior to the Premises subject to Landlord's reasonable approval.

20. Parking. Tenant shall have the non-exclusive right to use any parking spaces which may be assigned to the Premises, Building or Property now or in the future.

21. Notices. All notices or other communications required hereunder shall be in writing and shall be deemed duly given: (a) when delivered in person (with receipt therefor); (b) on the next business day after deposit with a recognized overnight delivery service; or (c) on the third (3rd) business day after being sent by certified or registered mail, return receipt requested, postage prepaid, to addresses of Landlord and Tenant set forth in Section 1. Either party may change its address for the giving of notices by notice given in accordance with this Section 21. A party's refusal to accept delivery of any notice or communication sent by the other party shall not render such notice ineffective. Notwithstanding the foregoing, all bills, statements, invoices, consents, requests, or other

communications from Landlord to Tenant with respect to Rent may be sent to Tenant by regular United States mail.

22. Miscellaneous Provisions.

(a) Landlord and Tenant each represents and warrants to the other that neither of them has employed or dealt with any broker, agent, or finder, other than Broker, in connection with this Lease. Tenant and Landlord shall each indemnify and hold harmless the other from and against any claim or claims for any broker's fee or commission asserted by any broker, agent, or finder employed by Tenant, other than Broker. The provisions of this Section 22(a) shall survive the expiration or other termination of this Lease.

(b) Landlord, its agents, employees, and independent contractors shall have the right to enter the Premises upon not less than twenty-four (24) hours' notice to: (i) inspect the Premises; (ii) supply any service or repair to be provided or performed by Landlord to Tenant; (iii) show the Premises to prospective purchasers, mortgagees, beneficiaries, or tenants (but with respect to prospective tenants, no earlier than three (3) months prior to the Lease Expiration Date); (iv) post notices of non-responsibility; (v) determine whether Tenant is complying with its obligations under this Lease; and (vi) alter, improve, or repair the Premises or any other portion of the Building. Notwithstanding the foregoing, Landlord shall not be required to provide prior notice to Tenant in the event of an emergency. Except to the extent caused by Landlord's gross negligence or willful misconduct, Tenant waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, any right to abatement of Rent, or any other loss occasioned by Landlord's exercise of any of its rights under this Section 22(b). To the extent reasonably practicable, any entry shall occur during normal business hours.

(c) The terms, covenants, and conditions contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except as otherwise expressly provided herein, their respective personal representatives and successors and assigns; provided, however, that upon the sale, assignment, or transfer by Landlord (or by any subsequent landlord) of its interest in the Building or Property as owner or lessee, including, without limitation, any transfer upon or in lieu of foreclosure or by operation of law, Landlord (or subsequent landlord) shall be relieved from all subsequent obligations or liabilities under this Lease, and all obligations subsequent to such sale, assignment, or transfer (but not any obligations or liabilities that have accrued prior to the date of such sale, assignment, or transfer) shall be binding upon the grantee, assignee, or other transferee of such interest. Any such grantee, assignee, or transferee, by accepting such interest, shall be deemed to have assumed such subsequent obligations and liabilities.

(d) If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall remain in effect and shall be enforceable to the full extent permitted by law.

(e) The terms of this Lease (including, without limitation, the Exhibits and Schedules to this Lease) are intended by the parties as a final expression of their agreement with respect to

such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding, or negotiation (whether oral or written). The parties further intend that this Lease constitute the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Lease. Neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Premises, the Building, the Property, or this Lease except as expressly set forth herein. The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against any party by reason of such party having drafted such language.

(f) Upon Tenant paying the Rent and performing all of Tenant's obligations under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term as against all persons or entities claiming by, through or under Landlord subject, however, to the provisions of this Lease and to the priority of any mortgages or deeds of trust or ground or underlying leases referred to in Section 16.

(g) All of Tenant's and Landlord's covenants and obligations contained in this Lease which by their nature might not be fully performed or capable of performance before the expiration or earlier termination of this Lease shall survive such expiration or earlier termination. No provision of this Lease providing for termination in certain events shall be construed as a limitation or restriction of Landlord's or Tenant's rights and remedies at law or in equity available upon a breach by the other party of this Lease.

(h) The Laws of the State of North Carolina shall govern the validity, performance, and enforcement of this Lease. Landlord and Tenant consents to personal jurisdiction and venue in the appropriate division of the North Carolina Court of General Justice having jurisdiction over such claim. The courts of the State of North Carolina will have exclusive jurisdiction and Landlord and Tenant hereby agree to such exclusive jurisdiction.

(i) This Lease may only be amended, modified, or supplemented by an agreement in writing duly executed by both Landlord and Tenant.

(j) LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER IN ANY MATTER ARISING OUT OF THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE.

(k) DELIVERY OF THE LEASE TO EITHER PARTY SHALL NOT BIND ANY PARTY IN ANY MANNER, AND NO LEASE OR OBLIGATIONS OF LANDLORD OR TENANT SHALL ARISE UNTIL THIS INSTRUMENT IS SIGNED BY BOTH LANDLORD AND TENANT AND DELIVERY IS MADE TO EACH PARTY.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above written.

LANDLORD:

CENTRAL CHILDREN'S HOME OF NORTH CAROLINA, INC., a North Carolina non-profit corporation

By *Angela J. Williams*

Name: *Angela J. Williams*
Title: *Executive Director*

TENANT:

GRANVILLE COUNTY, a body politic and corporate of the State of North Carolina

By *Michael S. Felts*

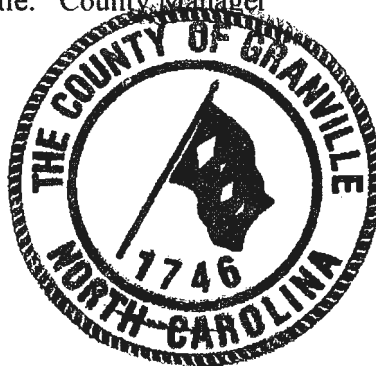
Name: Michael S. Felts

Title: County Manager

ATTESTED TO:

Debra A. Weary

Debra A. Weary
Clerk, Board of Commissioners



PRE-AUDIT CERTIFICATION

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

Stephen M. McNally

Stephen M. McNally
Finance Director, County of Granville

STATE OF NORTH CAROLINA, COUNTY OF GRANVILLE

I, the undersigned Notary Public of the County of Granville and State of North Carolina, certify that Angela J. Williams, either (X) being personally known to me or () proven by satisfactory evidence (said evidence being Angela J. Williams), personally appeared before me this day and acknowledged that s/he is Executive Director of Central Children's Home of North Carolina, Inc., a North Carolina non-profit corporation, and that s/he, as Executive Director being authorized to do so, voluntarily executed the foregoing on behalf of the corporation for the purposes stated therein.

Witness my hand and notarial seal, this 14th day of April, 2020.

(OFFICIAL SEAL)

Doris M. Lave
Notary Public

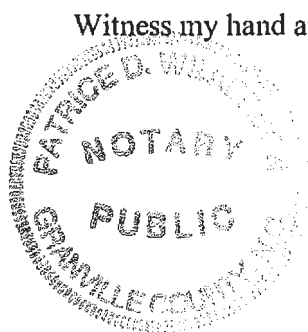
Doris M. Lave
Printed or Typed Name

My commission expires: 10-16-2023

STATE OF NORTH CAROLINA, COUNTY OF GRANVILLE:

I, the undersigned Notary Public of Granville County, North Carolina, do hereby certify that Debra A. Weary personally known by me, personally appeared before me this day and acknowledged that she is the Clerk to the Granville County Board of Commissioners, and that by authority duly given and as the act of the Granville County Board of Commissioners, the foregoing instrument was signed in its name by the County Manager and attested by herself as its Clerk.

Witness my hand and Notarial Seal, this the 14th day of April, 2020.



Patricia D. Wilkerson
Notary Public

Patricia D. Wilkerson
Printed or Typed Name

My commission expires: May 22, 2021

EXHIBIT A
AERIAL PHOTOGRAPH

Granville County, NC



4/14/2020, 1:25:16 PM

— Parcels - - - Lot Lines — Leaders granville_nc_anno
— Centerlines — Hydro — Parcel Hooks Imagery2017

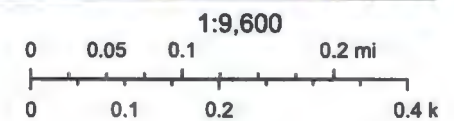


EXHIBIT B

WORK LETTER

**Landlord will remove its existing furniture from the Premises and store it in the basement.
Landlord will leave the Premises broom clean.**



Granville County Administration

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 29, 2020

Title: Designation of a Voting Delegate for the 2021 NCACC Legislative Goals Conference

PURPOSE:

To appoint a voting delegate for the 2021 NCACC Legislative Goals Conference.

BACKGROUND:

The NCACC Legislative Goals Conference will be held by **virtual** platform **Wednesday, Thursday and Friday, January 13-15, 2021**. Each county will be entitled to vote on legislative goal proposal submissions brought before the membership.

In order to facilitate the voting process, each county must designate one voting delegate (*and also may assign one alternate voting delegate*) prior to the Legislative Goals Conference using the attached Designation of Voting Delegate form.

Voting will take place via an electronic format and the completed form should be sent to Alisa Cobb via email by close of business Monday, January 11, 2021.

RECOMMENDATION:

The County Manager recommends appointing a Commissioner to serve as the voting delegate for the 2021 NCACC Legislative Goals Conference.

ATTACHMENTS:

NCACC Voting Delegate Form

ACTION TAKEN:



Designation of Voting Delegate to NCACC Legislative Goals Conference

January 14-15, 2021 (Thursday – Friday) | *VIA VIRTUAL FORMAT

Each Board of County Commissioners is hereby requested to designate a commissioner or other official as a voting delegate for the 2021 Legislative Goals Conference *(held via Virtual format). Each voting delegate should complete the following statement and **return it to the Association no later than Monday, January 11, 2021.**

I, _____, hereby certify that I am the duly designated voting delegate for _____ County at the North Carolina Association of County Commissioners 2021 Legislative Goals Conference.

Voting Delegate Name: _____

Title: _____

In the event the designated voting delegate is unable to attend, _____ has been selected as _____ County's alternate voting delegate.

Alternate Voting Delegate Name: _____

Title: _____

Article VI, Section of the Association's Constitution provides:

"On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its County Commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the Board of County Commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues."

Please return this form to Alisa Cobb via email by Monday, January 11, 2021 close of business:

Email: alisa.cobb@ncacc.org



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 30, 2020

Title: County Attorney's Report

PURPOSE:

Any items as needed by the County Attorney.

ACTION TAKEN:



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 30, 2020

Title: **Presentations by County Board Members**

PURPOSE:

Board members will make comments.

1. Commissioner Smith
2. Commissioner Cozart
3. Commissioner May
4. Commissioner Karan
5. Commissioner Gooch
6. Commissioner Jay
7. Chair Hinman

ACTION TAKEN:



Granville County

141 Williamsboro Street
Oxford, NC 27565
(919) 693-5240

To: Board of Commissioners
From: Debra Weary
Department: Administration
Date: December 30, 2020

Title: Any Other Matters

PURPOSE:

Any other matters if needed.

ACTION TAKEN: