



BOARD OF GOVERNORS

AGENDA

June 24, 2022

MEMBERS

Mark Blankenship
Megan Callaghan Bailey
Barry Crist
Andrea Petry
Rhonda White

Katrina Howell
Andrew Kennedy
Larry Pack, Jr.
Jeff Ginther
Barry Holstein

Dr. Casey K. Sacks
President

BOARD OF GOVERNORS

BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE

Building 2000 | Room 137-138
2001 Union Carbide Drive, South Charleston, WV
25303

Public Livestream Link:

<https://vimeo.com/event/2212654>

June 24, 2022, 1:00 p.m.

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Approval of Minutes**
 - a. Minutes of April 11, 2022.....Chair Blankenship
- IV. Presentations**
 - a. Program Review..... Christina Johnson
- V. Board Action**
 - a. BridgeValley CTC Nursing Expansion- Lease Agreement..... Jason Stark
 - b. Student Conduct Policy..... Todd Jones
 - c. FY23 Amended Program Fee ChartCathy Aquino
 - d. Election of Officers..... Mark Blankenship
- VI. Reports**
 - a. FY 2021-22 Budget Update.....Cathy Aquino
 - b. President's ReportDr. Casey Sacks
- VII. Executive Session Pursuant to W. V. Code §6-9A-4 for the Following:**
 - a. Discussion regarding property

VIII. Announcements/Upcoming Events

- a. **BridgeValley Night at the Power Park, September 8, 2022**

IX. Next Meeting

- a. August 5, 2022; Location ATC 131, 132, 134

BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MINUTES
APRIL 25, 2022

A meeting of the BridgeValley Community and Technical College Board of Governors (BOG) was held on Monday, April 25, 2022, at 2:00 p.m. via Microsoft Teams.

Board members present: Megan Callaghan Bailey, Mark Blankenship, Barry Crist, Jeff Ginther, Barry Holstein, Katrina Howell, Andrew Kennedy, Andrea Petry, and Rhonda White.

Also in attendance were BridgeValley President Casey Sacks, and BridgeValley faculty and staff.

I. Call to Order

Chair Blankenship called the meeting to order at 2:07 p.m.

II. Roll Call

Roll was taken by Amber Brawley; a quorum was present.

III. Approval of Minutes

MOTION: Mr. Holstein motioned to amend minutes.

Motion: Mr. Holstein motioned to adopt amended minutes. Mrs. Petry Seconded.
Motion passed.

IV. Discussion

a. BridgeValley Merit and Leadership Medal

MOTION: Mr. Holstein motioned to approve the medal. Mr. Ginther seconded.
Motion passed.

V. Additional Action and Board Comments

MOTION: Vice Chair Bailey nominated Riley Moore for BridgeValley Merit and Leadership Medal. Vice Chair Bailey motioned to approve nomination. Ms. Petry seconded. Motion passed.

VI. Announcements / Upcoming Events

- a. Last day of classes for Spring 2022 Term – Thursday, May 5, 2022
- b. Commencement – Sunday, May 15, 2022

VII. Next Meeting

Friday, June 24, 2022 – Annual Meeting
1:00 p.m.
Location: B2000, Room 137-138

Adjournment

MOTION: Mr. Holstein motioned to end the meeting. Mr. Kennedy seconded. Motion passed.
The meeting ended at 2:28 p.m.

Mark Blankenship, Chair

Barry Holstein, Secretary

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF JUNE 24, 2022**

ITEM: **Program Review – Recommendation for Action**

RECOMMENDED RESOLUTION: *Resolved*, that the BridgeValley Community and Technical College Board of Governors (Board) approve the program review reports for the Diesel Technology (AAS), Instrumentation, Measurement, and Control Technology (AAS), Technical Studies (AAS & CAS), Process Technology (AAS), Chemical Operations (CAS), and Mechatronics (AAS) Programs

STAFF MEMBER: Dr. Christina Johnson

BACKGROUND:

Pursuant to WVCTCS Series 10 and 11, BOG Policy C-1, and BridgeValley Operating Policy C-OP-13-20, each program (certificate and associate degree) at BridgeValley is to be reviewed by an institutional program review process and the Board at least once every five years. BridgeValley's Program Review (PR) Committee is charged with the institutional review of self-study submissions and the development of recommendations for action. The PR Committee's recommendations are presented to the Board for action and referral to the Council.

As outlined in Series 10 Section 5, the Board's review will result in a recommendation by the institution for action relative to each program under review. The institution is obligated to recommend continuation or discontinuation for each program reviewed.

Possible Board Actions:

If recommending continuation, the Board should state what it intends:

- Continuation of the program at the current level of activity, with or without specific action.
- Continuation of the program at a reduced level of activity or other corrective action.

If recommending discontinuance, the provisions of the Council policy on approval and discontinuance of academic programs (Series 11 Section 9) will apply.

The PR Committee Action Forms and program review self-studies with summary sheets for the programs named above are included for the Board's review. The recommendations below were endorsed by the Academic Standards Committee membership at the May 06, 2022, meeting.

Per WVCTCS Series 10 Section 5.2, the Program Review (PR) Committee's recommendations are presented below.

Program/Degree	PR Committee Recommendations
2021-2022	
Diesel Technology AAS	Recommend Continuation at current level
Instrumentation, Measurement, and Control Technology AAS	Recommend Continuation at current level
Technical Studies CAS & AAS	Recommend Continuation at current level
Process Technology AAS	Recommend Continuation at current level
Chemical Operations CAS	Recommend Continuation at current level
Mechatronics AAS	Recommend Discontinuance

The Board's actions will be presented along with the self-study summary sheets to the Council for review.



2021-2022 Program Review Summary

Board of Governors Presentation

June 24, 2022

Dr. Christina Johnson

Associate Dean of Academic Assessment and Student Learning

Program Review – Purpose & Objective

- ❖ The purpose of the institutional program review process is to evaluate academic programs at least once every five years.
- ❖ The primary objective of the program review process is to ensure programs are
 - committed to and engaged in a continuous improvement process
 - equipped with the necessary resources (e.g., facilities, faculty, and financial) to support students and maintain the integrity of the program.

Program Review – Self-study

- ❖ The basis of a program review is a self-study report – spanning 5-years
- ❖ Prescribed template - addresses, at a minimum, the viability, adequacy, necessity, and consistency with the mission of the programs.
- ❖ BridgeValley's Program Review (PR) Committee is charged with the institutional review of self-study submissions and the development of initial recommendations.
 - Committee recommendations are presented to the Academic Standards Committee for endorsement and Board for action and referral to the Council.

Program Review – Possible Recommendations

- ❖ Institutional recommendations
 - Continuation of program at the current or reduced level of activity with or without specific action
 - Discontinuance of program.

- ❖ The Board and Council may
 - Accept the Program Review Committee's recommendations as presented
 - Request additional information from the program before making a recommendation
 - Recommend continuance on a provisional basis with a request for interim monitoring (aka focused follow-up report).

Program Review – 2021-2022 Review Cycle

- ❖ Academic programs are on a staggered reporting schedule with like disciplines reporting annually.
- ❖ Seven (7) occupational technology programs were reviewed.
 - Diesel Technology, AAS
 - Instrumentation, Measurement, and Control Technology, AAS
 - Technical Studies, CAS & AAS
 - Process Technology, AAS/Chemical Operations, CAS
 - Mechatronics Technology, AAS

Note: Programs with AAS and CAS linked credentials submit combined reports that address each program/credential.

Diesel Technology, AAS

Acceptable passage rates on Automotive Service Excellence Certification (79.4%- 5 yr. avg)

Recruiting and retention struggles

Recent Improvements - Multi-bay shop; Ventilation system; HVAC/roof repairs

Planned Improvements - Strengthen industry and institutional partnerships, recruiting efforts, and ASE passage rates

Program Needs - Additional equipment as program grows

Potential for future growth/No program duplication in service region/Add electric motor course

PR Committee Recommendation

- Continuation

Instrumentation, Measurement, and Control Technology, AAS

Active program administrators

Active advisory committee

Working with industry partners - Curriculum improvements and recruiting

Program Needs - Additional laboratory faculty as concentrations added

Potential for future growth - additional industry focused concentrations

PR Committee Recommendation

- Continuation

Technical Studies, CAS & AAS

Nontraditional degrees/Low cost

Program Needs - Increased recruiting

Potential for future growth - add concentrations

Curriculum improvements - industry focused concentrations (e.g., HVAC & Line Service Mechanic)

PR Committee Recommendation

- Continuation

Process
Technology, AAS

Chemical
Operations, CAS

Good graduate placement rates

Planned Improvements - Strengthen industry and institutional partnerships, revise assessment plans/outcomes, revise curriculum, and develop online courses

Program Needs - Increased recruiting

Potential for future growth - No program duplication in service area

PR Committee Recommendation

- Continuation

Mechatronics Technology, AAS

Low enrollment/graduations rates - 5-year trend

No dedicated administrative oversight

No dedicated faculty

Limited program assessment

No established advisory committee

No recruiting efforts

PR Committee Recommendation

- Discontinuance

Program Review (PR) Committee's 2021-2022 Recommendations Summary:

Program/Degree	PR Committee Recommendations
Diesel Technology AAS	Recommend Continuation
Instrumentation, Measurement, and Control Technology AAS	Recommend Continuation
Technical Studies CAS & AAS	Recommend Continuation
Process Technology AAS	Recommend Continuation
Chemical Operations CAS	Recommend Continuation
Mechatronics AAS	Recommend Discontinuance

Recommendations endorsed by the Academic Standards Committee at the May 06, 2022, meeting.

Request for Action:

- ▶ The Program Review Committee with the endorsement of the Academic Standards Committee is requesting that the Board endorse the Program Review Committees recommendations and recommend the reviewed programs be referred to the Council for additional review.

Note: The Board's actions will be presented along with the program review self-study summary sheets to the Council for review.

QUESTIONS

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
JUNE 24, 2022**

ITEM: **Approval of the Facility Agreement for Building 2000**

RECOMMENDED RESOLUTION: Resolved, That the BridgeValley Community and Technical College Board of Governors approves the presented Facility Agreement for Building 2000 for the period ending September 30, 2023.

STAFF MEMBER: Jason Stark

PURPOSE:

The BridgeValley Community and Technical College Board of Governor's approved the Nursing Expansion as a part of the Facilities Master Plan during its April 1, 2022 meeting. The Plan included an estimated expense of \$60,400 per year for the Nursing Expansion space.

College staff have been in negotiations with the West Virginia Regional Technology Park to expand the facilities use for Building 2000 located on the College's South Charleston Campus. The attached draft agreement includes an annualized expense of \$56,584 for the time period of October 1, 2022 through September 30, 2023 for the Nursing Expansion space. BridgeValley staff recommend approval of this agreement. Once approved, the agreement will be submitted to the Attorney General's Office for final approval.

SECOND AMENDED AND RESTATED FULL SERVICE FACILITY AGREEMENT

Building 2000

THIS SECOND AMENDED AND RESTATED FULL SERVICE FACILITY AGREEMENT (this "Agreement") effective as of _____, 2022 (the "Effective Date") is entered into by and between BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE ("Facility Recipient") and WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION, a state agency existing under the laws of the State of West Virginia ("Facility Provider" or the "Commission"), together with Facility Recipient, the "Parties", and each individually, a "Party", by and through the Commission's fiscal agent WV REGIONAL TECHNOLOGY PARK CORP., a West Virginia nonprofit corporation ("Agent").

WHEREAS, pursuant to that certain Donation Agreement dated October 15, 2009, as subsequently reaffirmed, modified, and amended by various agreements between Facility Provider and Union Carbide Corporation (all such agreements being collectively the "Donation Agreement"), pertaining to the donation of certain real property owned by Union Carbide Corporation in South Charleston, West Virginia (the "Technology Park"), Union Carbide Corporation has transferred ownership of the Premises (as defined below) to Facility Provider; and

WHEREAS, Facility Provider formed and commissioned Agent as an independent corporation, and, pursuant to that Affiliation Agreement dated July 6, 2011 between Facility Provider and Agent, has appointed Agent to serve as its fiscal agent with authority to act on its behalf with respect to the operations and management of the Technology Park; and

WHEREAS, Facility Recipient wishes to utilize certain facilities at the Technology Park and Facility Provider is willing to furnish such facilities subject to the terms and conditions set forth herein; and

WHEREAS, BridgeValley Community and Technical College Board of Governors reserves its statutory authority to determine, control, supervise, and manage the financial, business, and education policies and affairs of Facility Recipient; and

WHEREAS, Facility Recipient and Facility Provider are parties to that Amended and Restated Full Service Facility Agreement dated as of June 3, 2020 (the "Amended Agreement"), and both Parties seek to amend and restate the Amended Agreement in its entirety to incorporate the terms set forth herein.

NOW THEREFORE, THE AMENDED AGREEMENT BE, AND HEREBY IS, AMENDED AND RESTATED IN ITS ENTIRETY BY THE TERMS HEREOF

WITNESSETH:

That for and in consideration of the full and complete performance of the covenants, terms, and conditions herein set forth, Facility Provider hereby furnishes unto Facility Recipient the following described premises (the "Premises"):

(i) 85,127 square feet of space located in Building 2000 (the “Original Premises”); and (ii) 7,073 square feet of space located on the third floor of the North Wing of Building 2000 (the “Expansion Premises”) at the West Virginia Regional Technology Park, which is located at 2001 Union Carbide Drive, in the City of South Charleston, Kanawha County, West Virginia.

Facility Provider further grants to Facility Recipient the nonexclusive right to use in common with all of the other tenants or users of the Technology Park and their respective clients, employees, agents, customers, invitees, and other persons, those areas or parts of the Premises that are designed for use in common by all of the tenants or users of the Technology Park, including, but not limited to, entrances, sidewalks, driveways, parking areas, landscaped areas, restrooms, lunch room, loading docks, vending areas, and other areas or parts of the Technology Park or Premises, as applicable, as may be designated by Facility Provider as part of the common areas (the “Common Areas”), subject to such rules and regulations as Facility Provider may adopt and modify from time to time relative to the use of the Common Areas. The Common Areas shall at all times be subject to the exclusive management and control of Facility Provider, and Facility Provider shall have the right, from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to all such Common Areas, and the use of such Common Areas by Facility Recipient shall be subject to such rules and regulations. Facility Provider may do and perform such acts in and to the Common Areas as Facility Provider shall determine, in its sole discretion, to be advisable. Facility Provider hereby reserves the right to make alterations, additions, deletions, or changes to the Common Areas, including, without limitation, changes in size and configurations of the Common Areas.

1. TERM

1.1 Term. The term of this Agreement shall begin on the Effective Date and end at midnight on September 30, 2023, unless sooner terminated in accordance with the terms hereof (the “Term”). This Agreement may only be terminated: (a) by mutual written agreement of the Parties; (b) by Facility Recipient upon thirty (30) days’ written notice; or (c) in accordance with the terms of Section 10 below. Notwithstanding anything to the contrary contained herein, (i) this Agreement is considered cancelled without further obligation on the part of Facility Recipient if the West Virginia Legislature or federal government fails to appropriate sufficient funds for Facility Recipient or otherwise acts to impair this Agreement or cause it to be cancelled and (ii) this Agreement is considered renewed for each fiscal year during the Term unless it is cancelled by Facility Recipient before the end of the then-current fiscal year.

1.2 Holdover. If, at the expiration of the Term, Facility Recipient continues to occupy the Premises, then Facility Recipient shall be at will only, and Facility Recipient’s continued occupancy shall not defeat Facility Provider’s right to possession of the Premises at any time, with or without notice. Facility Recipient shall pay a facility fee equal to 110% of the monthly Service Facility Fee payable during the last month of the Term (the “Holdover Fee”). In such event, Facility Recipient shall pay the Holdover Fee on a monthly basis on the fifth (5th) day of each month and shall not be entitled to a daily proration. With respect to the Holdover Fee, Facility Provider will invoice Facility Recipient in the same manner set forth in Section 2.2. Facility Recipient shall indemnify Facility Provider against all claims made by any other facility recipient or prospective facility recipient against Facility Provider resulting from the delay by Facility

Provider in delivering possession of the Premises to such other facility recipient or prospective facility recipient as a result of such holdover. No payment of money by Facility Recipient to Facility Provider after the termination of this Agreement shall reinstate, continue, or extend the Term and no extension of this Agreement after the termination thereof shall be valid unless and until the same shall be reduced to writing and signing by both Facility Provider and Facility Recipient.

2. SERVICE FACILITY FEE PAYMENT

2.1. Facility Recipient is a State institution of higher education as defined by W. Va. Code § 18B-1-2. It is critical that any interruption of those services be attended to promptly and the Facility Recipient maintains facilities and security staff to manage and maintain those services.

2.2. Facility Recipient covenants that Facility Recipient shall pay the service facility fee set forth below unto Facility Provider for the use of the Premises and the Services (the “Service Facility Fee”) during the following periods:

<u>Period</u>	<u>Monthly Rate for the Original Premises</u>
Effective Date through September 30, 2022	\$52,140.29
October 1, 2022 through September 30, 2023	\$53,559.07

<u>Period</u>	<u>Monthly Rate for the Expansion Premises</u>
<u>Effective Date through September 30, 2023</u>	<u>\$4,715.33</u>

The Service Facility Fee shall be paid monthly during the Term in arrears on the fifth (5th) day of the calendar month after the month in which the Services were rendered. With respect to the Service Facility Fee due for each month of the Term, Facility Provider will invoice Facility Recipient no later than the fifteen (15th) day of the preceding month; provided that a delay in providing an invoice to Facility Recipient shall not affect Facility Recipient’s obligation to pay any Service Facility Fee.

3. DELIVERY OF THE PREMISES

Possession of the Premises will be tendered to Facility Recipient upon execution of this Agreement by all Parties in “as-is where-is” condition.

4. SERVICES

4.1. Obligation to Supply Services. Subject to the provisions of this Agreement, Facility Provider shall provide the Services (as defined in Section 4.8) to the Premises commencing on the Effective Date and for the duration of the Term. Except as otherwise provided herein or described in the Exhibit hereto, the Services provided by Facility Provider may utilize resources both inside and outside the Premises, including any facilities maintained or operated at the Technology Park by Facility Provider provided that the Services will be performed in accordance with Section 4.4 below.

4.2. Services Provided. From and after the Effective Date, Facility Provider shall supply, or cause to be supplied, to Facility Recipient at the Premises, and Facility Recipient shall pay for as provided, the Services, subject to the terms, specifications, parameters, provisions, and limitations set forth in this Agreement.

4.3. Facility Recipient's Use of Services. Facility Recipient shall not use or permit the Services to be used except in connection with Facility Recipient's operations on the Premises.

4.4. Service Level. Except as otherwise set forth in this Agreement, the Facility Provider is obligated to provide to Facility Recipient the same quality and delivery of the Services to the Premises that it provides to other facility recipients at the Technology Park.

4.5. Logistics and Scheduling. The Parties shall work together in a reasonable manner to determine the logistics and scheduling arrangements with respect to the Services.

4.6. Cooperation. Each Party agrees to work with the other Party in good faith to resolve any matters relating to the Services and address the reasonable requests of the other Party.

4.7. Labor Agreement. Notwithstanding anything in this Section 4 or elsewhere in this Agreement to the contrary, all Services shall be provided in accordance with applicable labor agreements. In the event of a conflict in the specific terms and conditions otherwise expressly provided in this Agreement and the terms and conditions expressed in applicable labor agreements of either Party, the terms set forth in the applicable labor agreement shall prevail.

4.8. Description of Services. Facility Provider shall provide the following services to Facility Recipient on the Premises (collectively, the "Services"):

(a) Infrastructure Services.

(i) grounds care and maintenance (mowing, weeding, leaf cleanup, storm debris cleanup, shrub/tree/grass trimming, related cleanup and disposal, snow and ice removal, and minor landscaping of lawn areas);

(ii) maintenance of site emergency alert and response systems and safety relief devices;

(iii) maintenance of HVAC with prompt attention to, including immediate notification to designated Facility Recipient personnel, any issues, including but not

limited to unsafe high (above 80 degrees) or low (below 65 degrees) temperatures, unbalanced rooms, etc.;

(iv) pest control;

(v) health, safety, and environmental (HS&E) services for the Premises, excluding, for the avoidance of doubt, biohazards disposal;

(vi) general lighting on the Premises; and

(vii) external directional/wayfinding signage.

(b) Utilities.

(i) electricity supply;

(ii) potable water;

(iii) natural fuel gas;

(iv) sanitary sewer and outfall discharge; and

(v) fire suppression, including provision of a sprinkler system (collectively, "Utilities"); provided, that, the Parties acknowledge and agree that Facility Recipient shall provide fire extinguishers for the Premises, as contemplated in Section 4.10(c), and Facility Provider shall provide fire extinguishers in any Common Areas other than those that are part of the Premises.

4.9. Service Interruptions; Maintenance Shutdowns.

(a) Subject to Section 4.9(b) below, if for any reason Facility Provider is unable to supply any Service because there is a shortage of such Service or such Service is not reasonably available, the available supply, if any, of such Service shall be apportioned to the extent possible in a fair and reasonable manner as determined by Facility Provider in its sole discretion between itself, Facility Recipient and any other facility recipient at the Technology Park, subject to any safety, health, and environmental requirements.

(b) Facility Recipient acknowledges that Facility Provider may from time to time need to shut down one or more of the systems at the Technology Park necessary to provide Facility Recipient with Services during emergencies or upsets or for purposes of inspection, repair, or maintenance and that during such shutdowns Facility Recipient may be required, e.g. under applicable law or permits maintained for its operations ("Permits"), to discontinue temporarily all or a portion of its operations on the Premises. Except in the case of an emergency or imminent noncompliance situation, Facility Provider shall schedule such maintenance shutdowns with reasonable notice to Facility Recipient, and Facility Recipient agrees to reasonably cooperate with Facility Provider to allow Facility Provider to shutdown such Service systems for a reasonable period as required for necessary inspection, repair, and maintenance. Both Parties agree to cooperate regarding all such shutdowns so as to minimize any disruption to

either or both Parties' operations. Facility Provider shall not be liable for inconvenience, annoyance, disturbance, loss or interruption of business, or any other claimed damage to Facility Recipient by reason of any such shutdowns or service interruptions.

(c) Facility Recipient may, at its sole election and cost, provide the Services for its own use from other sources for the period of such shut-down or service interruption.

4.10. Facility Recipient's Operations. Facility Recipient agrees to:

(a) conduct its operations on the Premises in a commercially reasonable manner;

(b) comply with all applicable laws or Permits;

(c) install, inspect, maintain, and replace any fire extinguishers used in the Premises in accordance with applicable law;

(d) provide any janitorial or cleaning service necessary for the Premises;

(e) obtain and maintain any internet or telephone service needed by Facility Recipient for its operations on the Premises;

(f) comply and operate in accordance with all applicable Technology Park safety rules, as set forth in the Tenant Handbook (except as noted below) attached hereto as Exhibit A. Exceptions to Tenant Handbook not applicable to Facility Recipient include:

(i) 2.2.1 Building Conference and/or Meeting Space – any conference rooms within the Premises will be controlled and scheduled by Facility Recipient; any conference rooms that are Common Areas outside of the Premises will be scheduled in accordance with the terms of Section 2.2.1 of the Tenant Handbook, and Facility Recipient agrees to comply with such terms with respect to such conference rooms;

(ii) 3.7 Weather-related and Emergency-related Closings – WVRTPC staff will work with Facility Recipient staff regarding closures; and

(g) ensure that its operations (and the operations of any third party service providers or contractors that it directly engages) do not (i) unreasonably interfere with the use or operation of any other facilities at the Technology Park or Facility Provider's provision of the Services hereunder, or (ii) cause Facility Provider's breach of this Agreement.

Facility Recipient acknowledges that its failure to comply with clauses (a) through (g) of this Section 4.10 could have serious consequences for Facility Provider and, among other things, could adversely affect the standing and reputation of Facility Provider with others, including, but not limited to the community and any governmental authorities. Subject to the provisions of Section 12.6 hereof, but otherwise without limiting any other rights or obligations of the Parties hereunder, Facility Recipient shall assume all liability and/or be responsible to pay for any and all claims, losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorney's fees) relating to Facility Recipient's failure to comply with clauses (a) through (g) above, if

awarded by a court of competent jurisdiction, except to the extent that such amounts result from Facility Provider's gross negligence or willful misconduct. Facility Provider shall have the obligation to reasonably cooperate with Facility Recipient in defending matters covered by this Section.

4.11. Facility Provider's Right to Supply Through Third Parties. Facility Provider shall have the right to arrange for, and to cause, any requested Service to be supplied through a third party and to assign its obligation to supply any Service to a third party. Notwithstanding the preceding sentence, Facility Provider shall retain all responsibilities herein regarding the provision of Services.

4.12. No Public Utility.

(a) No undertaking by Facility Provider in this Agreement will constitute the dedication of Facility Provider's systems or facilities, or any portion thereof, to the public. Facility Provider is not a public utility and Facility Provider's providing of Utilities pursuant to this Agreement is expressly contingent upon the continued operation of Facility Provider's systems and facilities free from regulation as a public utility, in any respect whatsoever, by any state, federal or other public body.

(b) If a formal proceeding is initiated at any time before the Public Service Commission of the State of West Virginia or any other governmental authority, public body, or private entity or, in Facility Provider's reasonable judgment, the initiation of a formal proceeding claiming or asserting jurisdiction over Facility Provider as a public utility in any way related to any Service seems likely, Facility Provider may terminate the provision of such Service (a "Jurisdiction Action"). Upon the occurrence of a Jurisdiction Action, Facility Recipient and Facility Provider shall work together in good faith to allow Facility Provider to determine (i) a fee allocable to the use by Facility Recipient of Facility Provider's existing infrastructure and/or service lines at the Technology Park and on the Premises in connection with any alternate service supply arrangements to the Premises necessitated by the Jurisdiction Action and (ii) any corresponding reduction in the Service Facility Fee to reflect the reduction in the Services necessitated by the Jurisdiction Action. Upon determining an appropriate fee, Facility Provider will allow Facility Recipient to use Facility Provider's existing infrastructure and/or service lines to deliver such any applicable Service to the Premises from itself or a third party supplier and shall grant Facility Recipient any rights of access or other rights of ingress and egress to the Technology Park reasonably necessary in order that any such service(s) may be otherwise provided to the Premises.

(c) In no event shall Facility Provider be required to make alternate service supply arrangements or make infrastructure available for such arrangements pursuant to this Section 4.12 where Facility Provider reasonably expects that the Public Service Commission of the State of West Virginia or any governmental authority will take action to question or challenge such arrangements.

(d) If any event described in this Section 4.12 should arise and arrangements are made by Facility Recipient for the Premises to receive services from itself or a third party, Facility Recipient shall coordinate and cooperate with Facility Provider on all related

environmental, health, loss prevention, security, and safety matters and pay all reasonable costs and expenses of all necessary facilities, installations, improvements, and/or modifications that must be constructed or made solely in order to deliver such Facility Recipient or third party services to the Premises. Facility Provider shall reasonably cooperate with Facility Recipient and the third party with respect to the timing, use of Facility Provider's rights of access, and use of Facility Provider's delivery systems, provided such use will not cause Facility Provider to be subject to regulation as a public utility.

4.13. Vending and Food Services. To the extent desired on the Premises, Facility Recipient shall negotiate and provide its own vending and/or food services; provided that Facility Recipient may not provide food services other than vending services on the Premises without the prior written consent of Facility Provider (which may be withheld, conditioned, or delayed at Facility Provider's sole discretion). This provision shall not limit the ability of student organizations of the Facility Recipient to sell food for fundraising purposes.

5. SHUTDOWN OF FACILITY PROVIDER FACILITIES ON THE PREMISES

Facility Provider may permanently shut down or permanently reduce capacity of one or more of the Facility Provider's facilities at the Technology Park not utilized for the provision of the Services under this Agreement (a "Facility Provider Shutdown") without notice. In the case of a Facility Provider Shutdown, the obligations of each Party hereunder shall survive and continue as provided herein.

6. PARKING

Facility Recipient and its invitees shall be provided reasonable access to Facility Provider's parking facilities, including the number of handicap accessible spaces required by law (ADA), during the Term. Facility Provider shall designate the parking area to be utilized by Facility Recipient and its invitees.

7. USE OF PREMISES

7.1. Facility Recipient shall use the Premises for the purpose of administering and operating training and educational activities therein and for no other purpose without the prior written consent of Facility Provider.

7.2. Facility Recipient acknowledges that its representatives have examined and know the conditions of the Premises. Facility Recipient further acknowledges that it has accepted the Premises in its existing condition and that no representations as to the condition or repair therefor have been or shall be made to Facility Recipient except as expressed herein. Facility Provider binds itself to maintain the Premises, including the structure of the Premises, both interior and exterior; the electrical, HVAC, and plumbing fixtures and equipment, except such equipment that is owned by Facility Recipient and can be removed from the Premises without doing substantial damage to the facility. For the avoidance of doubt, the Parties acknowledge and agree that any such equipment that is owned by Facility Recipient and can be removed from the Premises only by doing substantial damage to the facility shall become a part of the Premises when Facility Recipient departs the Premises and Facility Recipient shall have no further right with respect thereto. Facility Recipient will maintain the network and telephony. Facility Recipient

acknowledges that the interior and exterior painting is in a good and tenantable condition equal to that of the Premises as at the time possession thereof is delivered to the Facility Recipient. Facility Recipient will repair, at its own expense, any and all defects of its cause and keep the Premises in good and tenantable condition and repair, fair wear and tear excepted; provided, however, that any major repairs must be authorized by Facility Provider in advance. Facility Recipient shall keep the Premises at all times in compliance with applicable local, state, and federal codes and the requirements of the State Fire Marshal of the State of West Virginia.

7.3. No work performed by Facility Recipient, unless through Facility Provider-directed construction or previously accepted bids from existing RFPs issued through Facility Provider related to construction, pursuant to this Agreement, whether in the nature of erection, construction, alteration, or repair, shall be deemed to be for the immediate use and benefit of Facility Provider so that no mechanic's or other lien shall be allowed against the estate of Facility Provider by reason of any consent given by Facility Provider to Facility Recipient to improve the Premises. Facility Recipient covenants and agrees not to suffer or to permit any lien of mechanics or materialmen to be placed upon or against the Premises, the Technology Park or any portion thereof, or against Facility Recipient's interest in the Premises or any portion thereof. Facility Recipient has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Facility Recipient, operation of law, or otherwise, to attach to or be placed upon the Premises, the Technology Park or any portion thereof, and any and all such liens and encumbrances created by Facility Recipient shall attach only to Facility Recipient's interest in the Premises. If, because of any act or omission of Facility Recipient or its employees, agents, or contractors, any mechanic's lien, UCC financing statement, or other lien, charge, or order for the payment of money shall be filed against Facility Provider, the Premises, or the Technology Park or any portion thereof, then Facility Recipient shall be responsible for all costs, expenses, liabilities, suits, penalties, claims, and demands (including reasonable attorneys' fees and disbursements) resulting therefrom, if awarded by a court of competent jurisdiction, and Facility Recipient shall cause such mechanic's lien, financing statement, or other lien, charge, or order to be released and discharged of record, by bonding or otherwise, within thirty (30) days after the filing thereof (at Facility Recipient's sole cost and expense). If any such liens so attach and Facility Recipient fails to pay and remove the same within the aforementioned thirty (30) day period, Facility Provider, at its election, may pay and satisfy the same, and in such event, the sums so paid by Facility Provider shall be deemed to be additional Service Facility Fee due and payable by Facility Recipient at once without notice or demand.

7.4. Facility Recipient shall permit, at reasonable intervals, property inspection by Facility Provider or any of its designated representatives.

8. ALTERATIONS TO PREMISES

8.1. No modifications or changes will be made to the Premises without prior written consent of Facility Provider and the cost of such change shall be borne solely by the Facility Recipient; provided, however, that Facility Recipient is permitted to undertake *de minimus* maintenance activities (i.e. replacing light bulbs and HVAC filters) on the Premises without the prior written consent of Facility Provider. All modifications and improvements to the Premises must have prior written authorization from Facility Provider before Facility Recipient performs any work or makes any expenditure for such work. All such improvements shall become the

property of Facility Provider upon termination of the Agreement, unless otherwise agreed in writing by the Parties. Notwithstanding anything to the contrary contained in this Agreement, Facility Recipient hereby agrees that any renovations made within the Premises shall comply with the accessibility standards established and set forth by the Americans with Disabilities Act of 1990, whether requested by Facility Recipient or required by law.

8.2. Upon the expiration of this Agreement, Facility Recipient shall peacefully and quietly leave, surrender, and yield up unto Facility Provider the Premises in such state of repair as is required herein except for (i) reasonable wear and tear, (ii) damage by fire, the elements, or other casualty as provided for in this Agreement, and (iii) the right to remove signage, fixtures, machinery, and equipment as provided herein.

8.3. Facility Recipient shall not, without Facility Provider's prior written consent, erect or install any exterior signs, window or door lettering, placards, decorations, or advertising media of any type without the prior written consent of Facility Provider. All signs, lettering, placards, decorations, and advertising media shall conform in all respects to applicable laws and shall be subject to Facility Provider's requirements as to construction, method of attachment, size, shape, height, lighting, color, and general appearance and shall be further subject to Facility Provider's advance written consent as to all words, pictures, and other content. Facility Recipient shall, at Facility Recipient's sole cost and expense, keep all signs in good condition and in proper operating order at all times.

9. RESPONSIBILITY AND INSURANCE

(a) General Covenants.

(i) Neither Facility Provider or Facility Recipient shall do or permit to be done any act or thing in or upon the Premises that will invalidate or be in conflict with any applicable certificate of occupancy, the rules and regulations of the West Virginia State Fire Marshal's Office, or any form of fire, boiler, sprinkler, water damage, or other insurance policies covering the Premises and/or the fixtures, equipment, and property therein, with extended coverage, which is carried by Facility Provider.

(ii) If, because of anything done, omitted, caused, or permitted to be done by Facility Recipient, the rate of liability, fire, sprinkler, water damage, or other insurance (with all extended coverage) on the Premises or on the property and equipment of the Facility Provider shall be higher than it otherwise would be, Facility Recipient shall reimburse the Facility Provider for the additional insurance premiums.

(b) Fire and Extended Coverage Insurance. During the term of this Agreement, Facility Provider shall maintain fire and extended coverage insurance on the Premises for the replacement value thereof, but shall not protect Facility Recipient's property in the Premises. Facility Provider shall not be liable for any damage to Facility Recipient's property.

(c) Facility Recipient's Liability Insurance Responsibility. Facility Provider shall not be liable to Facility Recipient or to any other person for (i) damage to property or injury or death to persons due to the condition of the Premises, the parking facilities, or the Technology Park, or (ii) the occurrence of any accident in or about the Premises, the parking facilities, or the

Technology Park, or (iii) any act or neglect of Facility Recipient or of any invitee of Facility Recipient, unless such damage, injury, or death is primarily the result of Facility Provider's negligence. Facility Recipient shall be liable for any and all liability for (i) any act or neglect of Facility Recipient and any person coming on the Premises, the parking facilities, or the Technology Park by invitation of Facility Recipient, express or implied, (ii) any damage to the Premises, the parking facilities, or the Technology Park, and (iii) any loss of or damage or injury to any person (including death resulting therefrom) or property occurring in, on, or about the Premises, the parking facilities, or the Technology Park, except for that caused primarily by Facility Provider's gross negligence or the gross negligence of its employees, agents, representatives, or invitees. Notwithstanding the foregoing, Facility Recipient shall bear the risk of any loss or damage to its property.

(d) Facility Recipient's Insurance. Facility Recipient, in order to insure against the liabilities specified in this Agreement, shall at all times during the Term carry, at its own expense, one or more policies of general public liability and property damage insurance, issued by the West Virginia Board of Risk and Insurance Management, with the following minimum coverages:

- (i) Worker's compensation: minimum statutory amount;
- (ii) Comprehensive General Liability Insurance, including blanket, contractual liability, broad form property damage, personal injury, completed operations, products liability, and fire damage: Not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for both bodily injury and property damage; and
- (iii) Fire and Extended Coverage, Vandalism and Malicious Mischief, and Sprinkler Leakage Insurance, if applicable, for the full cost of replacement of Facility Recipient's property.

The insurance policy or policies shall protect Facility Recipient and Facility Provider as their interests may appear, naming Facility Provider as additional insured, and shall provide that such policy or policies may not be canceled on less than thirty (30) days' prior written notice to Facility Provider. As requested, Facility Recipient shall furnish Facility Provider with Certificates of Insurance evidencing all required coverage.

Notwithstanding anything to the contrary contained in this paragraph, Facility Recipient may, at its option, satisfy any or all of its obligations to insure with (a) a so-called "blanket" policy or policies of insurance, or (b) an excess or umbrella liability policy or policies of insurance, now or hereafter carried and maintained by Facility Recipient; provided, however, that Facility Provider and any additional party named pursuant to the terms of this Agreement shall be named as additional insured thereunder as their respective interests may appear, and provided that the coverage afforded Facility Provider and any additional named insureds shall not be reduced or diminished by reason of the use of any such blanket or umbrella policy or policies and that all the requirements set forth in this Section are otherwise satisfied. Facility Recipient agrees to permit Facility Provider at any reasonable time to inspect any policies of insurance of Facility Recipient if such policies (or copies thereof) have not been delivered to Facility Provider.

10. DEFAULT

(a) Facility Recipient's Default. In the event that Facility Recipient defaults in any of the covenants contained herein, except a monetary default for the payment of the Service Facility Fee, Facility Provider shall notify Facility Recipient in writing of such default and if such default is not corrected within thirty (30) days after Facility Recipient's receipt of written notice of default (provided such default can be cured within thirty (30) days and if not, then within a reasonable time thereafter, provided Facility Recipient commenced such cure within thirty (30) days and thereafter diligently pursues such cure to completion), Facility Provider may terminate the Agreement upon providing ten (10) days written notice of termination to Facility Recipient. In the event that Facility Recipient defaults in the payment of the Service Facility Fee, if such default is not corrected within fifteen (15) days after the date when the Service Facility Fee was due, then Facility Provider may terminate the Agreement upon providing ten (10) days' written notice of termination to Facility Recipient and exercise any other rights set forth in this Agreement or permitted by applicable law.

(b) Facility Provider Default. If Facility Provider fails to perform any of its obligations under this Agreement, and such failure shall continue for a period of thirty (30) days after receipt of written notice of default from Facility Recipient (provided such default can be cured within thirty (30) days and if not, then within a reasonable time thereafter, provided Facility Provider commenced such cure within thirty (30) days and thereafter diligently pursues such cure to completion), Facility Recipient shall have the right to take such remedial action or complete such maintenance or repairs as may be necessary to place the Premises in a good, safe, and sanitary condition. In the event that Facility Recipient exercises its right to take remedial action, Facility Provider shall promptly reimburse the costs incurred by Facility Recipient in curing such default upon receipt of an invoice from Facility Recipient, which shall be accompanied by reasonable supporting documentation. If Facility Provider fails to reimburse Facility Recipient within thirty (30) days after receipt of Facility Recipient's invoice, Facility Recipient, in addition to all other available rights and remedies, shall have the right to deduct such unpaid amount from the next installment(s) of the Service Facility Fee due to Facility Provider until reimbursed in full.

(c) General. In all instances of default, the non-defaulting Party shall use reasonable efforts to mitigate its damages. All rights and remedies of Facility Provider and Facility Recipient enumerated herein shall be cumulative and shall not be construed to exclude any other rights or remedies available under this Agreement, at law or in equity. No waiver of any right or remedy by a Party on one occasion shall constitute a waiver of the same right or remedy on future occasions. In the event of an emergency, the cure periods set forth in Sections 10(a) and 10(b) shall be shortened to a period of time reasonable under the circumstances. An emergency situation is a condition that threatens the Premises or building with the probability of imminent substantial damage or destruction or that creates an imminent risk of personal injury, as determined in the reasonable discretion of Facility Provider.

11. ASSIGNMENT

Facility Recipient shall not assign or transfer this Agreement in whole or in part or permit the Premises to be used or occupied for any other purpose or sublet the Premises without the prior written consent of Facility Provider, which consent shall not be unreasonably withheld,

conditioned, or delayed; provided, however, that, notwithstanding anything to the contrary contained herein, Facility Recipient reserves the right to assign this Agreement to another State of West Virginia agency, board, or commission upon 30 days written notice to Facility Provider. Facility Provider shall obtain the written consent of Facility Recipient prior to assigning this Agreement, which consent shall not be unreasonably withheld, conditioned, or delayed.

12. COMPLIANCE WITH LAW

12.1. Compliance with the Law. Each Party shall comply in all material respects with all applicable laws and Permits as they may pertain to the performance of such Party's obligations under this Agreement. Each Party shall cooperate and communicate reasonably with the other to assist such other Party in meeting its compliance obligations related to the Premises.

12.2. Compliance Procedure. Should either Party reasonably believe that the other Party is not in compliance or is not using all reasonable efforts to comply in all material respects with the laws and Permits applicable to its performance related to this Agreement then such Party ("Notifying Party") may give notice thereof to the other Party and promptly thereafter, taking into consideration all relevant circumstances, the respective Parties shall meet to attempt in good faith to resolve all of the issues raised in such notice ("Compliance Issues"). If after exercising all good faith the respective Parties are unable to resolve the Compliance Issues, then the other Party shall promptly thereafter use all reasonable efforts to cure any non-compliance with applicable laws or Permits that is the subject of the Compliance Issues and that remain unresolved within such period of time as may be reasonably necessary to do so, taking into consideration all relevant circumstances. The Notifying Party shall use all reasonable efforts to fully cooperate with the other Party to assist it in curing any such non-compliance, including, but not limited to, paying its allocable costs therefor. If the other Party fails to promptly use all reasonable efforts to cure such non-compliance within such period of time and the Notifying Party has used all reasonable efforts to cooperate with the other Party to cure such non-compliance under this Section 12, then at the expiration of such period of time, the other Party shall be deemed in breach hereof and shall thereafter be responsible to pay for any and all damages caused by the non-compliance for which notice has been given, if such are assessed by a court of competent jurisdiction.

12.3. Facility Provider Responsibility. In the event that an action, suit, proceeding, or claim (collectively, "Claim") is brought against Facility Recipient by a Facility Provider employee or other third party arising out of Facility Provider's ownership, operation, or use of the Premises, Facility Provider shall be responsible to pay any and all obligations, damages, claims, losses, liabilities, costs, and expenses of any kind or nature, including, but not limited to, court costs and reasonable attorneys' and accounting fees, governmental fines and citations or penalties, losses of or damage to property, and environmental damages, or for bodily injury, sickness, or death (collectively, "Losses"), in connection with such Claim, except to the extent such Claim or Losses result from Facility Recipient's gross negligence or willful misconduct and only to the extent assessed by a court of competent jurisdiction.

12.4. Facility Recipient Responsibility. In the event that a Claim is brought against Facility Provider by a Facility Recipient employee or other third party arising out of Facility Recipient's ownership, operation, or use of the Premises, Facility Recipient shall be responsible to pay any and all Losses in connection with such Claim, except to the extent such Claim or Losses

result from Facility Provider's gross negligence or willful misconduct and only to the extent assessed by a court of competent jurisdiction.

12.5. Claims and Losses Procedure. The following procedure shall apply to all Claims and Losses defined in and covered by the provisions of Sections 12.3 and 12.4:

Any Party claiming it is the other Party's responsibility to pay a Claim or Loss under Section 12.3 or Section 12.4, whichever the case may be between Facility Provider and Facility Recipient hereunder ("Claiming Party"), shall give prompt notice to the other Party (the "Responsible Party") of the assertion of any Claim or Loss as to which such Claiming Party may seek payment pursuant to Section 12.3 or Section 12.4. The omission so to notify the Responsible Party shall not relieve the Responsible Party from any duty which otherwise might exist with regard to such Claim or Loss, except to the extent that the Responsible Party can demonstrate that the omission to notify materially prejudiced the ability of the Responsible Party to effectively defend such Claim or Loss, but only to the extent actually prejudiced.

12.6. Limitations. As between themselves, the Parties agree that except as otherwise specifically set forth in this Agreement, neither Facility Provider nor Facility Recipient shall have any liability or obligation to the other Party (whether based upon theories of negligence or otherwise) arising out of the ownership or operation of the Premises or the rendering of Services, except to the extent arising out of the gross negligence or willful misconduct of such Party.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, LOST OPPORTUNITIES, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE AND IRRESPECTIVE OF THE THEORY UNDER WHICH SUCH CLAIM IS MADE.

13. RELATIONSHIP OF PARTIES

In its performance of the obligations contained in this Agreement, each Party shall be acting in the capacity of an independent contractor and not as the agent or partner of any other Party.

14. FORCE MAJEURE

14.1. Definition. "Force Majeure Event" means labor trouble and other circumstances reasonably beyond the control of the affected Party, including, without limitation, acts of God, fire, flood, war, accident, explosion, breakdowns, embargoes or other import or export restrictions, shortage of or inability to obtain energy, equipment, transportation, products, or good faith compliance with applicable law or any request (whether ultimately valid or invalid) made by any governmental authority.

14.2. Notification. If a Force Majeure Event is claimed by either Party, the Party making such claim shall orally notify the other Party as soon as reasonably practicable after the occurrence of such Force Majeure Event and shall provide the other Party with written notice of such Force Majeure Event within five (5) business days after the occurrence of such Force Majeure Event.

14.3. General. Neither Party hereto will be liable for any nonperformance or delay in performance of the terms of this Agreement when such failure is due to a Force Majeure Event.

14.4. Efforts to Remedy. To the extent reasonably possible, a Force Majeure Event shall be remedied as expeditiously as possible using commercially reasonable efforts. It is understood and agreed that nothing in this Section 14 shall require the settlement of strikes, lockouts, or industrial disputes or disturbances by acceding to the demands of any opposing Party therein when such course is inadvisable in the discretion of the Party having the difficulty.

15. WARRANTY AND DISCLAIMER

FACILITY PROVIDER WARRANTS THAT IT WILL USE THE SAME LEVEL OF CARE IN PROVIDING THE SERVICES TO FACILITY RECIPIENT AS IT DOES IN PROVIDING THE SERVICES FOR OTHER USERS AT THE TECHNOLOGY PARK. EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, FACILITY PROVIDER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. FACILITY PROVIDER EXPRESSLY DISCLAIMS AND EXCLUDES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE, COMMON LAW, COURSE OF DEALING, OR USAGE OF TRADE.

16. TERMINATION

16.1. Facility Recipient shall have the right to cancel this Agreement on the last day of a given month during the Term, without further obligation on its part, upon giving thirty (30) days' written notice to Facility Provider at least thirty (30) days prior to the last day of the succeeding month. Facility Provider shall have the right to cancel this Agreement on the last day of a given month during the Term, without further obligation on its part, upon giving a written notice to Facility Recipient at least one hundred twenty (120) days' prior to the last day of the applicable month in which Facility Provider seeks to cancel this Agreement.

16.2. At the expiration or earlier termination of the Term, Facility Recipient shall promptly vacate and yield up the Premises, broom clean and in the same condition of good order and repair in which they are required to be kept throughout the Term, reasonable wear and tear, damage due to casualty, and repairs to be performed by Facility Provider excepted.

16.3. Upon the termination of this Agreement, or at any time during the Term, Facility Recipient shall have the right to remove all trade fixtures and equipment belonging to it that have been affixed, attached, or otherwise made part of the Premises. In performing such removal work, Facility Recipient shall not impair the structural integrity or the operating systems of the Premises and in each instance Facility Recipient shall repair any damages to the Premises due to the installation or removal of such trade fixtures or equipment. Any removal work shall be performed by contractors who are reasonably acceptable to Facility Provider and shall be scheduled as reasonably convenient to Facility Provider so as not to interrupt the use of the Technology Park, including the use of utility systems, by Facility Provider, other facility recipients, or third parties.

Any fixtures, equipment, or other property of Facility Recipient remaining upon any part of the Premises upon the lapse of thirty (30) days after the expiration or termination of this Agreement as to such area shall be deemed abandoned and shall become the property of Facility Recipient and may be removed or otherwise disposed of by Facility Provider without any notice or liability or obligation to Facility Recipient, subject to reimbursement of Facility Provider by Facility Recipient for any removal costs. Facility Recipient or its contractor shall have the right of access to the Premises for purposes of removing such trade fixtures and equipment during such period.

16.4. Except as otherwise provided in this Agreement, upon the expiration or other termination of this Agreement, Facility Recipient shall remain liable to reimburse promptly Facility Provider for the reasonable cost incurred to make any repairs to the Premises as required of Facility Recipient hereunder, to remove Facility Recipient's garbage, waste, or other debris, and to eliminate any nuisances or dangerous conditions arising out of Facility Recipient's use of the Premises.

17. TAXES AND ASSESSMENTS

Facility Provider and Facility Recipient do not anticipate any taxes or assessments to be levied against the Premises.

18. FISCAL AGENT

Facility Recipient acknowledges and agrees that Agent is the fiscal agent of Facility Provider pursuant to the terms of that Affiliation Agreement dated July 6, 2011, with authority to act on Facility Provider's behalf with respect to the operations and management of the Technology Park, and that any rights or obligations of Facility Provider under this Agreement may be duly exercised or fulfilled by Agent on behalf of Facility Provider. Facility Recipient agrees to interact with Agent for all purposes as if Agent were Facility Provider under this Agreement unless instructed in writing by a representative of Facility Provider.

19. TENANT HANDBOOK OF WEST VIRGINIA REGIONAL TECHNOLOGY PARK

Facility Recipient acknowledges and agrees that (i) it is bound by the terms set forth in the Tenant Handbook (except as noted in Section 4.10(f)) attached hereto as Exhibit A during the Term, which includes terms essential to this Agreement, and (ii) Facility Provider and/or WVTRPC may, at its or their sole option, change, delete, suspend, discontinue, or add to parts or the entirety of the Tenant Handbook or the policies contained therein at any time by providing Facility Recipient with written notice no more than five (5) business days after such change.

20. GENERAL PROVISIONS

20.1. Notices. Notices may be given by personal service upon the Party(s) entitled to such notice, or by certified mail return receipt requested, duly stamped and directed to the last known address of the Party to be notified, and deposited in the post office. The proper mailing of such notice and not the receipt thereof shall constitute the giving of such notice by either Party to the other. Notices shall be directed as follows:

To Facility Provider:

WV Regional Technology
Park Corp.
1740 Union Carbide Drive
South Charleston, WV 25303-2732
Attention: Executive Director

To Facility Recipient:

BridgeValley Community and Technical
College
2001 Union Carbide Drive
South Charleston, WV 25303
Attention: President

20.2. Further Assurances. Each Party covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each such Party will execute and deliver any further legal instruments and perform any acts in each case that are or may become reasonably necessary to effectuate the purposes of this Agreement.

20.3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia, without reference to the choice of law principles thereof.

20.4. Entire Agreement; Third Party Beneficiaries. This Agreement and the exhibits attached hereto, including, but not limited to, the Tenant Handbook, set forth the entire agreement between the Parties and supersede all prior agreements, understandings, or arrangements, written or oral, by any officer, employee, or representative of either Party dealing with the subject matter hereof. Except for any applicable indemnification provision, this Agreement is not intended to confer upon any person not a Party hereto (and their successors and assigns) any rights or remedies hereunder. While purchase orders, invoices, or similar routine documents may be used to implement or administer provisions of this Agreement, any provisions of these documents that add to, vary, modify, or are at conflict with the provisions of this Agreement shall be deemed deleted and shall have no force or effect on either Party's rights or obligations under this Agreement.

20.5. Binding Effect; Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and legal representatives.

(b) Facility Provider shall have the right (but not the obligation), without the consent of Facility Recipient (but upon written notice following such transfer), in the event of the sale or transfer of its interest in the Premises, to assign this Agreement, in whole or in part, in connection therewith, provided that such assignee expressly assumes the assigned obligations under this Agreement by executing an assignment and assumption agreement. Upon any assignment and acceptance of this Agreement pursuant hereto, Facility Provider shall be relieved of its obligations under this Agreement that arise after the date of such assignment.

20.6. Contracted Services. It is understood and agreed by the Parties that the Services provided by Facility Provider under this Agreement may be provided by Facility Provider directly or through any other associated agency of the State of West Virginia, or through third parties, all at Facility Provider's sole discretion.

20.7. Severability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue.

20.8. Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Parties hereto. A Party hereto may, only by an instrument in writing, waive compliance by the other Party hereto with any term or provision of this Agreement on the part of such other Party hereto. The waiver by any Party hereto of a breach of any term of this Agreement shall not be construed as a waiver of any subsequent breach. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power, or remedy by any Party, and no course of dealing between the Parties, shall constitute a waiver of any such right, power, or remedy.

20.9. Rights of Access. Each Party and its contractors, employees, agents, and other entities that supply Services in connection with performance of this Agreement shall be entitled to enter the Premises in order to perform their respective obligations hereunder.

20.10. Headings. The section and article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement. All references to Sections or Articles contained herein mean sections or articles of this Agreement unless otherwise stated.

20.11. Construction. All capitalized terms used but not defined herein shall have the meanings given to such terms within the Agreement. Unless the context of this Agreement otherwise clearly requires, (a) references to the plural include the singular, (b) references to the singular include the plural, (c) references to any gender include the other gender, (d) the terms "include," "includes" and "including" are not limiting and shall be deemed to be followed by the phrase "without limitation," (e) the term "or" has the inclusive meaning represented by the phrase "and/or," (f) the terms "hereof," "herein," "hereunder," "hereto" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (g) the terms "day" and "days" mean and refer to calendar day(s) and (h) the terms "year" and "years" mean and refer to calendar year(s). Unless otherwise set forth herein, each reference in this Agreement to (i) any document, instrument, or agreement (including this Agreement) (A) includes and incorporates all exhibits, schedules, and other attachments thereto, (B) includes all documents, instruments, or agreements issued or executed in replacement thereof and (C) means such document, instrument, or agreement, or replacement or predecessor thereto, as amended, modified, or supplemented from time to time in accordance with its terms and in effect at any given time, and (ii) applicable law means such applicable law as amended, modified, supplemented, or succeeded, from time to time and in effect at any time.

20.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto.

20.13. Dispute Resolution.

(a) The Parties shall attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach or termination hereof (each, a “Dispute”), in the manner set forth in this Section 20.13. The procedures set forth herein shall be the exclusive mechanism for resolving any Dispute that may arise from time to time.

(b) The Parties shall first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves, including without limitation not fewer than two (2) negotiation sessions between executives and/or directors of each Party. In the event that such Dispute is not resolved on an informal basis within fifteen (15) days after one Party provides written notice to the other party of such Dispute, then the Parties shall submit the Dispute to any mutually acceptable mediator for mediation. The Parties shall cooperate with one another in selecting a neutral mediator and in scheduling the mediation. The Parties covenant that they will use commercially reasonable efforts in participating in the mediation. The Parties agree that the mediator’s fees and expenses and the costs incidental to the mediation will be shared equally between the parties.

(c) If the Parties cannot resolve any Dispute for any reason, including, but not limited to, the failure of either party to agree to any settlement proposed at the mediation, within ten (10) after the date of the mediation, either Party may pursue appropriate remedies.

[Signature page follows this page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their respective representatives thereunto duly authorized as of the date first written above.

**WEST VIRGINIA HIGHER EDUCATION
POLICY COMMISSION**

By: WV REGIONAL TECHNOLOGY PARK
CORP., its fiscal agent

By: _____
Name: Mathew G. Ballard
Title: CEO/Executive Director

**BRIDGEVALLEY COMMUNITY AND
TECHNICAL COLLEGE**

By: _____
Name: Casey K. Sacks, Ph.D.
Title: President

Approved as to form prior to acknowledgment thereof

this 17th day of May, 2022

Patrick Morrissey, Attorney General

By: John D. Gray

Exhibit A

Technology Park Tenant Handbook

[See attached.]

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF JUNE 24, 2022**

ITEM: **Revision of the Code of Conduct Policy**

RECOMMENDED RESOLUTION: *Resolved*, that the BridgeValley Community and Technical College Board of Governors approves the revisions to the BridgeValley Code of Conduct policies and procedures (BOG Policy D-1) to go into effect during the Fall 2022 term.

PRESENTED BY: Dr. Todd Jones, VPSA

BACKGROUND:

To ensure our student code of conduct policies and procedures remain compliant and consistent with state and federal policies, a committee of faculty, staff, and administrators was formed to review and update the BridgeValley Code of Conduct. Prior to any revisions, the committee reviewed a number of code of conduct policies from other institutions and documents from the National Center for Higher Education Risk Management (NCHERM). After several months of research and discussion, the committee revamped the existing policies and forwarded the document to the Higher Education Policy Commission legal affairs office for review and recommendations. The legal affairs office made a few recommendations and the committee included these recommendations into the document.

The main changes to the Student Code of Conduct included (A) New Format; (B) The addition of an honor code; (C) The policies were framed around a set of Core Values (Integrity, Community, Fairness, Respect, and Responsibility); (D) Clarified the Authority and Jurisdiction to include technology based interactions and any event sponsored by the institution; and (E) Added a Preeminence statement to make this policy the main policy on campus for any potential student conduct issues.

The committee believes this policy is more consistent with current federal and state policies and laws and provides a clear set of expectations aligned with a clear set of potential consequences for specific behaviors. The language has been updated to include the online environment and any off campus sponsored events and provides more consistency in how code of conduct issues are managed throughout the institution.

BridgeValley Community and Technical College
Student Code of Conduct

I. Section 1 – Overview

A. Introduction

BridgeValley Community & Technical College (BridgeValley) is a community of individuals engaged in the task of learning and the advancement of knowledge. Acceptance of admission to the College carries with it an obligation to the welfare of the College community. Freedom to learn can be preserved only through respect for the rights of others, for the free expression of ideas, and for the law.

All individuals and/or groups of the College community are expected to speak and act with scrupulous respect for the human dignity of others, both within and outside it, as well as at social and recreational activities.

BridgeValley will not tolerate any form of harassment, intimidation, or bullying, including but not limited to discrimination based on race/ethnicity, gender, religion, age, ability, or other characteristics, nor will it tolerate acts of hazing against individuals or groups. The College encourages the free exchange of ideas and opinions but insists that the free expression of views be made with respect for human dignity and freedom of others.

By accepting admission to BridgeValley, a student accepts responsibility to abide by all College regulations. Any student who fails to meet this responsibility shall be subject to disciplinary sanction, including, but not limited to, the imposition of reasonable fines, warning, probation, suspension, or expulsion.

BridgeValley students and employees are responsible for knowing and adhering to this Code of Conduct and to the laws of the United States, the State of West Virginia, and all applicable municipal and county codes. The College will post this Code of Conduct on its website, in its Student Handbook, and in the College Catalog. Students are expected to read and to adhere to all such materials so that they may make informed choices about their actions. Ignorance of policies and procedures is not an excuse for violating them.

B. Core Values of Student Conduct

The College upholds the following core values of conduct.

1. Integrity – BridgeValley students exemplify honesty, honor, and a respect for the truth in all their dealings.
2. Community – BridgeValley students build and enhance their community.

3. Fairness – BridgeValley students are just and equitable in their treatment of all members of the community and act to discourage or intervene, where it is safe to do so, to prevent unjust and inequitable behaviors.
4. Respect – BridgeValley students show positive regard for each other, for property, and for the community.
5. Responsibility – BridgeValley students are given and accept a high level of responsibility to self, to others, and to the community.

C. Purpose

The Student Code of Conduct (the Code) is intended to provide the framework for an orderly and stable environment. The Code obligates students, both within the classroom and outside it, to respect the rights, privileges, and property of other members of the College community and visitors to the campus. Students are expected to refrain from actions that would interfere with College functions or endanger the health, welfare, or safety of other persons. They are expected to practice high standards of academic and professional honesty and integrity and to comply with the rules and regulations of the College and its departments.

In general, the Code sets forth duties owed by students to each other and to the College. It also sets forth administrative procedures whereby students accused of violating College rules are afforded due process and, if the preponderance of evidence warrants, receive fair discipline. Finally, this Code specifies procedures by which a student may exercise the appeal process for certain decisions.

- D. Honor Code Pledge – Students will receive a copy of this in student orientation and will sign that they have received it and understand that they will be bound by it.

“As members of the BridgeValley community, we believe in the inherent value of striving for excellence, in a sense of honor and service that springs from mutual respect and extends to the way we conduct ourselves at college and beyond. We recognize that every person’s best effort is vital to success, so we commit to uphold an environment conducive to learning and characterized by academic integrity.”

II. Section 2 – Authority and Jurisdiction

A. Jurisdiction

This code will apply to and govern all conduct a) on College property; b) at College sponsored, approved, or supervised classes, including employment-based settings such as clinical rotations or apprenticeships; c) through technology-based interactions such as online or hybrid classes or social media; and, d) during any other activities, club meetings, governance meetings, contests, conferences, professional meetings, or

other functions associated with the College, regardless of location and including travel, lodging, and unscheduled time in between.

The College also reserves the right to restrict or prohibit the presence of a person who is not a member of the College community from being on College property or attending College events whenever that individual's presence is considered detrimental to the welfare of the College. A student who invites a guest that disrupts a College function may be held responsible for that guest's actions.

B. Previous Policies

This policy supersedes all former BridgeValley conduct policies, including BOG Policy D-1 Students Rights and Responsibilities, BOG Policy D-2 Student Academic Rights, and BV Operating Policy D-OP-21-15.

C. Policy Preeminence

In case of a conflict between this policy and any other stated expectations of student behavior within the College, this policy retains final authority to determine expectations and outcomes of student conduct.

D. Acknowledgment

BridgeValley acknowledges Baton Rouge Community College, William Rainey Harper College, and the NCHERM Group as resources for this document and thanks them for permission to include (verbatim) language and ideas used in their policies.

III. Section 3 – Student Rights, Responsibilities, and Behavior

A. Student Rights

BridgeValley students have the following rights:

1. The right to be treated with respect and dignity.
2. The right to be heard in matters that affect their rights and responsibilities.
3. The right to expect a quality education.
4. The right to develop their potential to the best of their ability.
5. The right to examine and discuss issues of importance, legally support popular/unpopular causes in an orderly manner, and recommend improvements in policies, regulations, and procedures affecting the welfare of students. It is critical that students understand they do *not* have the right to disrupt College operations or interfere with the rights of others. Students are encouraged to

exercise this right using appropriate channels provided by the SGA and campus officials. To obtain a permit for holding an event, a student (or group of students) must first complete an event request form and submit it to the Dean of Students at least 72 hours prior to the event.

6. The right to a fair hearing and appeal when disciplinary action is applied to them as an individual or as a member of a group.
7. The right to “freedom of the press” in student publications and communications. Individual students and student clubs and organizations have the right to publish, distribute, and broadcast items to the College community, provided that the materials are identified with the name of the student, club, or organization. All publications and broadcasts should adhere to the canons of responsible journalism, including avoidance of defamation, indecency and obscenity, undocumented allegations, plagiarism, and harassment. All publications must be approved by the Dean of Students prior to distribution.
8. The right to form and participate in student clubs and organizations that provide educational and social enrichment. Student clubs and organizations duly registered with the Office of Student Life are allowed to meet in rooms and spaces located on the BVCTC campus, provided that reservations are made prior to each meeting and the meeting proceeds in accordance with established rules and regulations within the Office of Student Life and Leadership.
9. Student clubs and organizations registered with the Office of Student Life have the right to invite speakers to their meetings at the College. If there is clear evidence that the event could disrupt the orderly operation of the College, the Dean of Students in consultation with the Vice President for Student Affairs has the right to cancel a speaker’s invitation. The sponsoring organization will be notified of any such cancellation at the earliest possible time.
10. The right to confidentiality regarding their student academic records, as subject to existing law. Official records kept at BVCTC do not indicate political affiliations, activities, or beliefs and are not available to unauthorized persons within or outside the institution without the express written, legal consent of the student involved.
11. The right to due process when accused of any violation(s) of the regulations of the BVCTC Student Code of Conduct. Due process is based on Student Affairs Policies and administrative procedures. For violations that could result in suspension or expulsion, students possess the following rights:
 - a. Receive a notice, in writing, of any charges.
 - b. Admit to the alleged violations, waive an appeal, and accept the College’s action(s).

- c. Admit to the alleged violation and request an appeal of the proposed disciplinary action.
- d. Deny that the alleged violation occurred and request an appeal.
- e. Participate in a fair hearing before an impartial committee.
- f. Appear at an appeal. Failure to appear at the predetermined date of the appeal hearing will be deemed an admission of guilt unless the student can show good cause why he or she did not appear. Students may face sanctions recommended by the Conduct Board/Dean of Students.
- g. Select an advisor who may attend the appeal along with the student.
- h. Call witnesses and present evidence.
- i. Receive a list of witnesses who are to testify against the accused student.
- j. Confront and cross-examine witnesses and accusers.
- k. Request a copy of any records or recordings used during the course of an appeal.
- l. Appeal a final decision to the President of the College or his or her designee.

B. Student Responsibilities

BridgeValley students have the following responsibilities:

- 1. Be accountable for information contained in the College Catalog, Student Handbook, Student Code of Conduct, and any other published rules or regulations relating to student conduct and responsibilities.
- 2. Be respectful of the rights of others.
- 3. Comply with the verbal and written directions of College officials.
- 4. Respect and comply with all the laws and rights of good citizenship.
- 5. Respect the freedom to teach and the freedom to learn.
- 6. Uphold the principles of academic integrity.

7. Comply with any dress code required to meet all safety codes and standards in all academic settings, including science and technical labs, clinical settings, and apprenticeship locations.

C. Prohibited Conduct

Integrity: BridgeValley students exemplify honesty, honor, and a respect for the truth in all their dealings. Behavior that violates this value includes, but is not limited to the following:

1. Falsification – Knowingly furnishing or possessing false, falsified, or forged materials, documents, accounts, records, identification, or financial instruments.
2. Academic Misconduct – Acts of academic dishonesty violate academic integrity. These acts include, but are not limited to, plagiarism, cheating, academic dishonesty, fabrication, misuse of academic resources, misrepresentation, violation of class rules, complicity, software fraud, multiple submissions of work, unsanctioned collaboration, or other forms of dishonesty in College-related affairs. It may include plagiarism of an item submitted for a grade such as a question answer on an exam, quiz, or laboratory report; a research paper or essay; a project; experimental data; a computer program; or homework. It may also include falsifying experimental data, using work accomplished by another person, assisting another person to cheat, falsifying records, and improperly accessing computer-stored information.
3. Unauthorized Access – Unauthorized access to any College building; unauthorized possession, duplication, or use of means of access to any College building; or failure to timely report a lost College identification card or key.
4. Collusion – Action or inaction with another person or persons to violate the Code of Student Conduct.
5. Trust – Violations of positions of trust within the College community.
6. Election Tampering – Tampering with the election of any College-recognized student organization.
7. Taking of Property – Intentional and unauthorized taking of College property or the personal property of another, including goods, services, and other valuables.
8. Stolen Property – Knowingly taking or maintaining possession of stolen property.

Community: BridgeValley students build and enhance their community. Behavior that violates this value includes, but is not limited to, the following actions:

9. Disruptive Behavior – Substantial disruption of College operations, including obstruction of teaching, research, administration, other College activities, or other authorized non-College activities which occur on campus.
10. Rioting – Causing, inciting, or participating in any disturbance that presents a clear and present danger to self or others, causes physical harm to others, or damages or destroys property.
11. Unauthorized Entry – Misuse of access privileges to College premises or unauthorized entry to or use of buildings, including trespassing as well as propping open or unauthorized use of alarmed doors for entry into or exit from a College building.
12. Trademark – Unauthorized use (including misuse) of College or organizational names and images.
13. Damage and Destruction – Intentional, reckless, or unauthorized damage to or destruction of College property or the personal property of another.
14. IT and Acceptable Use – Violating the College Acceptable Use and Computing Policy.
15. Weapons – Possession, use, or distribution of explosives (including fireworks and ammunition), guns (including air, BB, paintball, facsimile weapons, and pellet guns), or other weapons or dangerous object such as arrows, axes, machetes, nun chucks, throwing stars, knives, or swords, including the storage of any item that falls within the category of a weapon in a vehicle parked on College property.
16. Tobacco – Smoking, vaping, use of e-cigarettes, or any form of tobacco use in any area of campus.
17. Fire Safety – Violation of local, state, federal, or campus fire policies including, not limited to the following actions:
 - a. Intentionally or recklessly causing a fire that damages College or personal property or causes injury.
 - b. Failure to evacuate a College-controlled building during a fire alarm.
 - c. Improper use of College fire safety equipment.
 - d. Tampering with or improperly engaging a fire alarm or fire detection or control equipment while on College property. Such action may result in a local fine in addition to College sanctions.

18. Ineligible Pledging or Association – Pledging or associating with a student organization without having met eligibility requirements established by the College.
19. Animal – Animals, apart from service animals, are not permitted on campus except as permitted by law.
20. Wheeled Devices – Skateboard, roller skates, bicycles, hover boards, and similar wheeled devices are not permitted inside College buildings. Additionally, skateboards and other wheeled items may not be ridden on railing, curbs, benches, or any such outside fixtures that may be damaged by these activities, and individuals may be liable for damage to College property caused by these activities.

Fairness: BridgeValley students recognize that respecting the dignity of every person is essential for creating and sustaining a flourishing college community. They understand and appreciate how their decisions and actions impact others and are just and equitable in their treatment of all members of the community. They act to discourage and respectfully challenge those whose actions may be harmful to or diminish the worth of others. Conduct that violates this value includes, but is not limited to the following actions:

21. Discrimination – Any act or failure to act that is based upon an individual or group’s actual or perceived status (sex, gender, race, color, age, creed, national or ethnic origin, physical or mental disability, veteran status, pregnancy status, religion, sexual orientation, or other protected status) that is sufficiently severe or pervasive that it limits or denies a person the ability to participate in or benefit from the College’s educational program or activities.
22. Harassment – Any unwelcome conduct based on actual or perceived status including sex, gender, race, color, age, creed, national or ethnic origin, physical or mental disability, veteran status, pregnancy status, religion, sexual orientation, or other protected status. Any unwelcome conduct should be reported to campus officials, who will act to remedy and resolve reported incidents on behalf of the victim and the community. Further, the College can and will impose sanctions for the creation of a hostile environment when harassment is sufficiently severe, pervasive, or persistent and objectively offensive that it unreasonably interferes with, limits, or denies a person the ability to participate or benefit from the College’s educational programs or activities.
23. Retaliatory Discrimination or Harassment – Any intentional adverse action taken by a responding individual or allied third party, absent legitimate nondiscriminatory purposes, against a participant (or supporter of a participant) in a campus conduct proceeding or other protected activity under this Student Code of Conduct.

24. Abuse of Conduct Process – Abuse or interference with, or failure to comply with, College processes, including conduct and academic integrity hearings, which include, but are not limited to, the following actions:
- a. Falsification, distortion, or misrepresentation of information.
 - b. Failure to provide, destruction, or concealment of information during an investigation of an alleged policy violation.
 - c. Attempting to discourage an individual’s proper participation in, or use of, the campus conduct system.
 - d. Harassment (verbal or physical) or intimidation of a member of a campus conduct body prior to, during, or following a campus conduct proceeding.
 - e. Failure to comply with the sanction(s) imposed by the campus conduct system.
 - f. Influencing, or attempting to influence, another person to commit an abuse of the campus conduct system.

Respect: BridgeValley students show positive regard for each other and for the community. Behavior that violates this value includes, but is not limited to, the following actions:

25. Harm to Persons – Intentionally or recklessly causing physical harm or endangering the health or safety of any person.
26. Threatening or Intimidating Behaviors – “Threat” is written or verbal conduct that causes a reasonable expectation of injury to the health or safety of any person or damage to any property. “Intimidation” is intentional behavior that would cause a reasonable person to fear injury or harm. It is not necessary that the behavior caused the victim to experience terror or panic.
27. Cyberbullying or Cyber harassment – The use of electronic communication or social media to bully, harass, or intimidate a person, typically by sending messages of an intimidating or threatening nature.
28. Hazing – To cause any action or situation that recklessly or intentionally endangers the mental or physical health or safety of a student or causes another student or students to destroy or remove public or private property for the purpose of initiation, admission into, affiliation with, or as a condition for continued membership in any student group or organization operating under the sanction of or recognized as an organization by the College. Participation or cooperation by the person(s) being hazed does not excuse the violation. Failing to report these acts may also violate this policy.

29. Intimate Partner/Relationship Violence – Violence or abuse by a current or former spouse or partner in an intimate relationship against the other spouse or partner or former spouse or partner.
30. Stalking – Repeatedly (two or more times) following or contacting another person, while knowing or having reason to know that the conduct causes the victim to reasonably fear for his or her safety or to suffer significant emotional distress.
31. Sexual Misconduct – Sexual conduct includes, but is not limited to, sexual harassment, non-consensual sexual contact, non-consensual sexual intercourse, or sexual exploitation.
32. Indecent Exposure – When a person intentionally exposes his or her sex organs or anus or the sex organs or anus of another person, or who intentionally causes such exposure by another or engages in any overt act of sexual gratification and does so under circumstances in which the person knows that the conduct is likely to cause affront or alarm: *Provided*, that it is not considered indecent exposure for a mother to breastfeed a child in any location, public or private.

Responsibility: College students are given and accept a high level of responsibility to self, to others, and to the community. Behavior that violates this value includes, but is not limited to, the following actions:

33. Alcohol – Use, possession, or distribution of alcoholic beverages or paraphernalia on campus or at any College-sponsored function, unless preapproved from the Office of Student Life
34. Drugs – Use, possession, or distribution of illegal drugs and other controlled substances or drug paraphernalia except as expressly permitted by law on campus or at any College-sponsored function.
35. Prescription Medications – Abuse, misuse, sale, or distribution of prescription or over-the-counter medications on campus or at any College-sponsored function.
36. Failure to Comply – Failure to comply with the reasonable directives of College officials or law enforcement officers during the performance of their duties or failure to identify oneself to these persons when requested to do so on campus or at any College-sponsored function.
37. Financial Responsibilities – Failure to promptly meet financial responsibilities to the institution, including, but not limited to, knowingly passing a worthless or fraudulent check, credit card, or money order in payment to the institution or to an official of the institution acting in an official capacity.

38. Other Policies – Violating other published College policies or rules.
39. Health and Safety – Creation of health or safety hazards or dangerous pranks (i.e., hanging out of or climbing from, on, or in windows, balconies, roofs, etc.).
40. Violations of Law – Evidence of violation of local, state, or federal laws, when substantiated through the College’s conduct process.

IV. Section 4 – Processes

A. Reporting Misconduct

The College encourages students, faculty, and staff to resolve conflicts informally and at the lowest level possible. In the case of academic misconduct, the appropriate Academic Dean will evaluate all reports and attempt resolution before initiating the process described below. The Academic Dean will file a report with the Dean of Students indicating informal complaint resolution, and the College will retain records of the informal process. In cases where the appropriate Academic Dean does not file a report of informal resolution of an academic misconduct complaint, the College will automatically uphold a student appeal of the informal resolution process.

When informal resolution is not possible or appropriate, any member of the campus community may report alleged student misconduct using the College’s online reporting form. The report should describe the misconduct and identify the student(s) involved in the incident. The Office of the Dean of Students will review reports, and if there appears to be reliable information indicating that a violation may have occurred, the Office of the Dean of Students will initiate the student conduct process, create a conduct case, and notify the student of the charges and the student conduct process in writing. The College also reserves the right to initiate a case without a formal complaint and to investigate anonymous reports. When appropriate, reports may also be addressed through the BridgeValley early alert procedures or through other non-conduct procedures.

B. Interim and Preliminary Actions

A preliminary investigation may be necessary to determine if there is credible information that warrants charging a student with violating the Student Code of Conduct. Preliminary meetings with the complainant and/or witnesses may occur prior to initiating the student conduct process or contacting the accused student. If the accused student is contacted about the case during the preliminary investigation, he or she will be made aware of the initiation of a preliminary investigation and that the incident could result in initiation of the student conduct process. Interim and preliminary actions will be resolved within five business days.

The preliminary investigation and review may result in any of the following:

1. Case Not Pursued – If there does not appear to be credible information to support the allegation that a violation occurred, the case will not be pursued through the formal student conduct process. The College may retain the information to document that it reviewed or investigated the allegation(s).
2. Informal Response – If the alleged issue is concerning but doesn't appear to be a violation of the Student Code of Conduct or other relevant rules, regulations, or policies of the College (such as an incident which occurs outside of the College's jurisdiction or repeated low-level behaviors), there may still be an institutional response without formal conduct charges. For example, the student may be asked to meet with a staff member to discuss the situation prior to registering for courses, may be requested to participate in a mediated conversation, or may receive a letter informing them that the behavior, were it to occur on BridgeValley's campus, would constitute a violation.
3. Initiation of Conduct Process – If it appears that a student may have violated the Student Code of Conduct or any other applicable rule, regulation, or policy of the College and that the alleged violation occurred within the College's jurisdiction, the College will initiate the student conduct process.

C. Administrative Hearing (Informal) Process

Administrative hearings occur when a designated College official reviews the information related to an allegation that a student has violated the Student Code of Conduct or any other applicable rule, regulation, or policy of the College; makes a finding of responsible or not responsible for each alleged violation; and issues sanctions(s) for any finding(s) of responsibility. This informal process will be completed within five business days of receipt of the official report. This is the most common form of complaint resolution, and the Dean of Students serves as the administrative hearing officer for most cases. The Dean of Students may also designate additional hearing officers. In this process, the Dean of Students or his or her designee will inform the student of the opportunity and deadline to meet with the Dean of Students (or other designated hearing officer) to perform the following actions:

- Ask questions about the student conduct process.
- Review the complaint of misconduct, as well as any other relevant information, such as the substance of information received from witnesses.
- Respond to the information by providing his or her perspective on the incident and alleged behaviors.
- Bring forth witnesses to the alleged incident to be interviewed.
- Acknowledge or deny responsibility for the alleged violation(s).
- Provide any information related to sanctions (if applicable), including what the student may have learned from the incident or any factors to be considered at sanctioning.

1. Possible Sanctions – Sanctions are designed to promote the College’s educational mission, to promote safety, and to deter students from behavior that harms, harasses, or threatens people or property. Some behavior may be so harmful or disruptive to the College community or to the educational process that it may require more serious sanctions, such as removal from specific courses or activities or suspension or expulsion from BridgeValley. More than one sanction may be imposed in response to one incident. The Dean of Students or his or her designee will consider at a minimum the following general factors when determining sanctions for a particular incident:
 - The nature of the violation;
 - Prior findings of responsibility and sanction(s) against the student;
 - Mitigating circumstances surrounding the violation;
 - The student’s motivation(s) for engaging in the behavior;
 - Impacts of the behavior;
 - Sanctions which have been imposed in similar cases in the past; and,
 - The developmental and educational impact on the student.

2. Standardized Sanctions – Standard sanctions pertain to a student’s relationship with the College and provide a form of consistency for the College in responding to acts of misconduct. One or more of these may be issued when a student has been found responsible for violating the Student Code of Conduct or any other applicable rule, regulation, or policy of the College:
 - a. Warning – Written notice to the student that the behavior is not acceptable at BridgeValley and that additional incidents may result in more severe sanctions. This notice is maintained in the student conduct file and is not reflected on an academic transcript.

 - b. Disciplinary Probation – A period (which may be indefinite) during which a student is under warning that any other violation of College policy may result in a suspension. Disciplinary probation may also prohibit a student from participating in certain College activities or programs, as it is considered notice that the student is not in good standing due to behavior. This sanction is maintained in the student conduct file and is not reflected on the academic transcript.

 - c. Suspension – A defined period during which a student is not permitted to engage in any of the privileges, courses, organizations, events, or activities associated with being a student at BridgeValley. During the period of suspension, a hold designating such will be placed on the student’s account and transcript prohibiting registration, enrollment, attendance, or ability to earn credit for any credit or non-credit courses offered by BridgeValley. This also prohibits receipt of a degree or certificate from BridgeValley during this time. Suspension does not prevent a student from attending another college or university, transferring any otherwise qualifying credits back to BridgeValley at a later date, or receiving copies of BridgeValley transcripts reflecting

academic credits previously earned. Once the period of suspension has been completed, the hold will be lifted from the student's account, provided that student has performed any other actions required to return. During the period of suspension, the student is also banned from BridgeValley property unless otherwise stated.

- d. Expulsion – The indefinite termination of a student's status at the College. This prohibits engagement in any of the privileges, courses, organizations, events, or activities associated with being a student at BridgeValley. This does not prohibit the transferring of credit earned to another college or university, but the expulsion is designated permanently on the academic transcript. Unless otherwise stated, the individual is also banned indefinitely from BridgeValley property. This is the most egregious sanction that BridgeValley can impose upon a student. Expulsion is designed to be a permanent separation from the institution; however, in those rare cases where an individual seeks to return to BridgeValley later after making significant behavioral changes, the individual may petition for reinstatement. A petition for reinstatement may be submitted no earlier than five years after the date of expulsion. The petition shall be submitted in writing to the Dean of Students and should describe a) what actions the individual has taken to learn from the situation and prevent the behaviors from recurring, and b) what educational pursuits the individual seeks at BridgeValley. The Dean of Students will convene a committee to review the petition and provide a recommendation regarding whether to allow the petitioner to re-enroll at BridgeValley. The Dean of Students shall make the final decision and provide written notice of the same to the petitioner. If the request is denied, the former student may re-petition after one year has passed. The decision of the Dean of Students is final and cannot be appealed.
- e. Conditional Re-Enrollment – A hold is placed on the student's account prohibiting re-enrollment until the student has completed certain activities or sanctions, which will be outlined for the student in writing. The student may also be subject to restriction(s) of access or privileges, as defined below, upon enrollment.
- f. Restriction of Access or Privileges – Prohibition against a student accessing a specific area or building of campus or participating in certain activities. The sanction may or may not affect a student's ability to take a specific course, but it typically allows for the pursuit of educational programs overall.
- g. Ban from Campus – Prohibition against accessing any BridgeValley property, including off-campus instructional sites, as well as any event, conference, meeting, seminar, training, or other program sponsored by the institution at any location.

3. Individualized Sanctions – In addition to the standard sanctions described above, individualized sanctions may be imposed that are designed to maximize the learning of a specific student. These sanctions consider the student’s learning style and stage of development, as well as the unique factors of a given situation. Multiple individualized sanctions may be imposed, including but not limited to, one or more of the following actions:
 - a. Reflective Activity – an activity designed to promote reflection by the student about their behavior and its affect(s) on others. Examples include writing assignments, interviews, research projects, etc. Completion will be based on fulfilling the objective requirements of the assignment, not on whether the student adopts or expresses a particular perspective or point of view.
 - b. Counseling Assessment – Completion of an assessment with a licensed care provider as well as documentation of learning about possible resources for follow up.
 - c. Restitution – Payment to a harmed party, such as to repair or replace vandalized property.
 - d. Community or College Service – Completion of a designated number of hours of service on campus or in the community.
 - e. Meetings with College Resources – Meeting with a College employee or office to learn about resources offered to support students.
 - f. Referral or Appeal to Formal Hearing Board.

D. Hearing Board (Formal) Process

The hearing board process will be used to resolve issues not resolved in the informal process described above. The selection process will be completed within three business days of referral to the hearing board. The hearing will be scheduled within two business days of completion of the selection process. The hearing will take place within ten business days after initiation of the hearing board process. Appeals must be filed within five business days after the determination of possible sanctions.

1. Hearing Board Membership

- a. Members – Membership shall include two faculty members, two staff members, and one student chosen by the Dean of Students by random selection from a pool. The pool of six faculty members, six staff members, and four students shall be trained at the beginning of each academic year. Pool members shall be nominated by Faculty Senate (faculty members), Staff Council (staff members), and Student Government (student members) in April of each academic year to serve during the following academic year.

- b. Selection Process – The student may strike up to two members from the randomly selected Hearing Board. If the student strikes a member, the Dean of Students will replace that member with another randomly chosen member.
2. Possible Sanctions – Possible sanctions include the standardized sanctions described in IV.C.2 above.
3. Appeal – The student may appeal a Hearing Board decision to the President or the President’s designee.

E. Records

The College maintains student conduct records as part of student education records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (FERPA). Students may request to review their student conduct record by contacting the Office of the Dean of Students in writing.

There are occasions when BridgeValley receives requests for information about student conduct records. These requests typically serve the following purposes: transfer to another institution; admissions to the Bar (by state); and/or, security clearances for employment, etc. Access to and release of records of student conduct are governed by FERPA and other privacy laws.

No earlier than seven years following the resolution of any conduct case (including fulfillment of any relevant sanctions), a student’s conduct record may be purged in accordance with campus procedures if there is no longer an administrative value to the record and if the individual’s relationship to the campus has ended.

Student conduct records will be disclosed only with written consent of the student (or the student’s parents if the student is less than 18 years of age), except as otherwise allowed by FERPA and its implementing regulations. Examples of appropriate disclosures of records without consent include disclosure of information as follows:

- Disclosure to other school officials within the institution when there is a legitimate educational interest in the information to exercise or complete their responsibilities on behalf of the institution.
- Records related to behavior that poses a significant risk to the safety or well-being of that student, other students, or other members of the College community, including as part of emergency response, emergency notification, timely warning, or other notifications as required by law.
- Disclosure to faculty and College officials, including faculty and officials in other institutions who have legitimate educational interests in the behavior of the student. (This includes release of records to another institution when the student seeks to enroll or has enrolled and the other institution seeks information in relation to a behavioral risk or threat assessment.)

- Disclosure regarding any violation of any federal, state, or local law or of any rule or policy of the College governing the use or possession of alcohol or controlled substance to a parent or legal guardian of a student if the student is under the age of 21 and the College determines that the student has committed a disciplinary violation with respect to such use or possession.
- In cases where the behaviors in question may also constitute a crime of violence (as described in the Clery Act), as well as in cases involving any allegation of sexual or gender-based misconduct, the victim or complainant will be informed of the outcome, including the determination of responsibility, rationale, and sanctions.
- Final results, including the name of the student, the nature of the violation committed, and the sanction(s) imposed as a result of the student conduct process for any student found in violation of a College policy that is also determined to be a “crime of violence” as described in the Clery Act.

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
JUNE 24, 2022**

ITEM: **Approval of Amended FY 23 Program Fee Chart**

RECOMMENDED RESOLUTION: *Resolved,* That the BridgeValley Community and Technical College Board of Governors approves the amended FY23 Program Fee Chart.

STAFF MEMBER: Cathy Aquino

PURPOSE:

On April 1, 2022, the Board of Governors approved the FY23 Program Fee Chart. In May, it was discovered that a Nursing Course fee had inadvertently been removed from the list. Students who are currently enrolled in the Nursing Program should be charged the existing \$200 per semester fee until their graduation in Fall 2023. The new fee approved beginning with Fall 2022 will be charged to incoming nursing students. The amended chart is below. The two lines highlighted with blue reflect the changes.

West Virginia Council for Community and Technical College Education
Proposed Program Fees
Academic Year 2022-23

Program Fees and Charges	Rate Per Semester 2021-22	Requested Rate Per Semester 2022-23	Increase/ (Decrease)	Projected Revenue Due to Fee Change 2022-23 *	WW Invests Eligible
BridgeValley Community and Technical College					
Applied Technology Program Fee (per semester)	\$200	\$200	\$0	\$0	Y
Brewing Course Fee (BREW 280)	\$500	\$500	\$0	\$0	Y
Business Program Fee (per semester)	\$125	\$125	\$0	\$0	Y
Business Studies Seminar - BUSN 298	\$30	\$30	\$0	\$0	
Certified Bookkeeping Prep and Accounting Review - ACCT 291	\$395	\$413	\$18	\$36	
Compressed Schedule Program Fee (per semester)	\$500	\$500	\$0	\$0	Y
Construction Management Course Fee (CMTG-215)	\$55	\$55	\$0	\$0	Y
Construction Management Course fee (SBLT-101)	\$100	\$100	\$0	\$0	Y
Criminal Justice Course Fee - CRJU 262**	\$50	\$30	(\$20)	(\$240)	Y
Dental Hygiene Instrument Fee Deposit (one time fee)	\$200	\$200	\$0	\$0	
Dental Hygiene Course Fee (DENT 237)		\$50	\$50	\$1,500	
Dental Hygiene Program Fee (per semester)	\$275	\$300	\$25	\$1,500	Y
Diesel Course fee (DESL-298)	\$35	\$46	\$11	\$88	Y
Sonography Entrance Fee (Charged one time upon acceptance into program)	\$475	\$675	\$200	\$3,000	
Sonography Non-refundable Deposit Fee (DMSU 260 and ECHO 250)	\$125	\$125	\$0	\$0	
Sonography Program Fee (per semester)	\$250	\$250	\$0	\$0	Y
Early Childhood Education Course Fee (EDUC-295)	\$25	\$25	\$0	\$0	Y
Early Childhood Education Non-refundable Deposit Fee (EDUC 101)	\$71	\$56	(\$15)	(\$165)	
Elementary Education Non-refundable Deposit Fee (ELME 207)	\$196	\$198	\$2	\$14	
Elementary Education Course Fee (ELME 199) per credit hour	\$90	\$90	\$0	\$0	Y
Paramedic Entrance Fee (Charged one time upon acceptance into program)	\$876	\$876	\$0	\$0	
Paramedic Program Fee (per semester)	\$200	\$200	\$0	\$0	Y
Paramedic Non-refundable Deposit Fee (Charged one time upon acceptance into program)	\$100	\$100	\$0	\$0	
Paramedic Course Fees (EMST 226 and EMST 241)	\$200	\$200	\$0	\$0	Y
EMT-B Course Fee (EMST101)	\$100	\$100	\$0	\$0	Y
EMT-B Entrance Fee (Charged one time upon acceptance into program)	\$520	\$520	\$0	\$0	
EMT-B Non-refundable Deposit Fee (Charged one time upon acceptance into program)	\$100	\$100	\$0	\$0	
Engineering Technology Program Fee (per semester)	\$225	\$225	\$0	\$0	Y
Graphic Design and Print Communication Program Fee	\$175	\$175	\$0	\$0	Y

Health Sciences Program Fee (per semester)	\$50	\$50	\$0	\$0	Y
Healthcare Management Program Fee	\$100	\$100	\$0	\$0	Y
HSRS (Background and drug screens - HSRS 225, 280, 283, 298) pass through acct	\$125	\$92	(\$33)	(\$396)	
Instrumentation, Measurement, Control Technology Program Fee (per semester)	\$100	\$100	\$0	\$0	Y
Laboratory Fee (BIOL,CHEM,PHYS, &PHSC)	\$20	\$25	\$5	\$125	Y
Health Science Course Fee (ALHL 120) OSHA Certification	\$0	\$35	\$35	\$525	
Health Science Course Fee (ALHL 101) **	\$186	\$400	\$214	\$3,424	
Health Science Course Fee (ALHL 203) **	\$186	\$311	\$125	\$2,000	
Medical Assistant Course Fee (ALHL 220)	\$229	\$229	\$0	\$0	Y
Medical Assistant Entrance Fee	\$150	\$150	\$0	\$0	
Medical Assistant Non-refundable deposit Fee	\$100	\$100	\$0	\$0	
Medical Assistant Program Fee (per semester)	\$175	\$200	\$25	\$375	Y
Medical Coding Course fee (MEDC-150)	\$250	\$125	(\$125)	(\$5,000)	
Medical Coding Course fee (MEDC-240)	\$325	\$725	\$400	\$16,000	
Medical Coding Course fee (MEDC-250)	\$225	\$249	\$24	\$960	Y
Microrbiology Lab Fee	\$30	\$100	\$70	\$3,850	Y
MLT Entrance Fee (Charged one time upon acceptance into program)	\$200	\$200	\$0	\$0	
MLT Non-refundable Deposit Fee (Charged one time upon acceptance into program)	\$125	\$125	\$0	\$0	
MLT Program Fee (per semester)	\$250	\$250	\$0	\$0	Y
MLT Course Fee (MLAB 205)	\$225	\$225	\$0	\$0	Y
Network Engineering Program Fee (per semester)	\$175	\$175	\$0	\$0	Y
Networking Course Fee (INFT 131-Networking I, II, III, IV)	\$75	\$75	\$0	\$0	Y
Nursing (Course fees per semester - NURS 134,144,171,174,234,244) Begin Fall 2022		\$756	\$756	\$72,576	Y
Nursing (Course fees per semester - NURS 144,174, 234, 244) Remain through Fall 2023	\$200	\$200	\$0		Y
Nursing Entrance Fee (Charged one time upon acceptance into program)	\$475	\$475	\$0	\$0	
Nursing Non-refundable Deposit Fee (Charged one time upon acceptance into program)	\$125	\$125	\$0	\$0	
Nursing Program Fee (per semester)	\$200	\$200	\$0	\$0	Y
Legal Studies Program Fee (per semester)**	\$125	\$125	\$0	\$0	Y
Paralegal Seminar - PRLS 298	\$300	\$158	(\$142)	(\$568)	
Process Technology Course Fee (PTEC 250)	\$120	\$120	\$0	\$0	Y
Process Technology Program Fee (per semester)	\$50	\$50	\$0	\$0	Y
Utility Lineman Prgram Fee	\$3,611	\$3,659	\$48	\$2,304	
Welding consumable materials fee (All other WLDT courses) - flat fee per course	\$50	\$50	\$0	\$0	
Welding consumable materials fee (Courses WLDT 101 and WLDT 102) - flat free per course	\$100	\$100	\$0	\$0	

New
Phase out

**name change

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF JUNE 24, 2022**

ITEM: Fiscal Year 2021-22 Update for BridgeValley
Community and Technical College

RECOMMENDED RESOLUTION: Information Only

STAFF MEMBER: Cathy Aquino

BACKGROUND:

With the completion of the first nine months of the fiscal year, what follows is the budget update comparing year to date actual spending for two quarters of this fiscal year to budget.

Some important items are as follows:

- Overall revenue is at 78.2% of budget:
 - State appropriations are at 74.5% of budget. The Surplus Appropriation has been released at 100%.
 - Tuition and fees revenues are on target with Education and General at 81.8%, Auxiliary at 96.2%, and Capital at 83%. Enrollment is slightly down.
- Expenses:
 - Salary and benefits are at 72.7% and are on target.
 - Non-payroll expenses are at 74.2% and are on target.
 - Total expenses are on target at 73%.
 - 100% of Operational budgets have been released to departments as of March 15, 2022.
- Fund Balances:
 - Fund balances remain healthy at this point in the fiscal year.

➤ CARES Act

Student Portion Awards:

CARES	\$	722,513
CRRSAA	\$	722,513
ARPA	\$	2,510,407
Total		\$3,995,433

Expenditures as of March 31, 2022 \$3,433,401

Remaining Balance \$522,032 (These funds have been disbursed)

Institutional Portion Awards:

CARES	\$	722,512
CRRSAA	\$	1,936,729
ARPA	\$	2,487,707
Total		\$5,146,938

Expenditures as of March 31, 2022 \$3,466,867

Remaining Balance \$1,680,071

Quarterly Reports are posted on the BridgeValley Website under the Coronavirus Information Page.

BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
Fiscal Year 2022 Budget Compared with Actual Ending March 31 2022

<u>General Revenue & Tuition and Fees Budget</u>	<u>FY 2022 Budget</u>		<u>FY 2022 YTD Actual</u>	
	<u>Annual Amount</u>	<u>%</u>	<u>Amount</u>	<u>% to Budget</u>
Total Projected Funds Available:				
General Appropriations	\$ 7,977,329	54.3%	\$5,944,810	74.5%
E&G Tuition and Fees	5,500,000	37.4%	4,499,444	81.8%
Auxiliary Tuition and Fees	320,000	2.2%	307,718	96.2%
Capital Tuition and Fees	740,000	5.0%	614,168	83.0%
Surplus Appropriation	121,482	0.8%	121,482	100.0%
Other/Backfill Revenue	30,000	0.2%	0	0.0%
Total Available Funds	\$ 14,688,811	100.0%	\$11,487,621	78.2%
Expenses:				
Payroll				
Salaries	\$ 9,289,203	81.8%	\$6,661,248	71.7%
Benefits	2,070,739	18.2%	1,592,578	76.9%
<i>Total Salaries and Benefits</i>	<i>\$ 11,359,942</i>	<i>77.3%</i>	<i>\$ 8,253,826</i>	<i>72.7%</i>
Non-Payroll - Current Year				
Institutional Support	\$245,808	7.4%	\$206,647	84.1%
Budget Reduction			\$0	
Academic Affairs	519,706	15.6%	\$275,861	53.1%
Student Affairs	167,068	5.0%	\$79,284	47.5%
Financial Affairs & General College				
Obligations	393,691	11.8%	\$355,546	90.3%
Payment of Capital Debt & Leases	1,266,684	38.1%	\$925,957	73.1%
Community Service	0	0.0%	\$0	0.0%
Capital Projects	12,000	0.4%	\$32,049	267.1%
Safety & Facilities	721,000	21.7%	\$591,544	82.0%
<i>Total Non-Payroll Expenses</i>	<i>\$3,325,957</i>	<i>22.6%</i>	<i>\$2,466,889</i>	<i>74.2%</i>
Total Expenses	\$ 14,685,899	100.0%	\$ 10,720,714	73.0%
Increase / Decrease in Net Assets	\$ 2,912		\$766,907	
Beginning Fund Balances	\$ 2,645,749		\$ 2,645,749	
Ending Fund Balances	\$2,648,661		\$ 3,412,656	