



BOARD OF GOVERNORS

AGENDA

May 1, 2015

MEMBERS

Donna Atkinson

Gregory Barker

Hannah Cole

Mark Dempsey

Tom Dover

Jane Harkins

David Lewia

Deb McDaniel

Karen Price

Jan Vineyard

Michelle Wicks

Beverly Jo Harris
President

BOARD OF GOVERNORS

BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE

Teleconference Number: 1-877-309-8671, code: 522892#

BridgeValley South Charleston Campus | Room 304

2001 Union Carbide Drive, South Charleston, WV 25303

May 1, 2015, 9:00 a.m.

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Approval of Minutes**
 - Minutes of March 27, 2015 1
- IV. President’s Report**..... 4
- V. Administrative Items**
 - a. Action Item: Approval of Revised BOG Rule C-1—Program Review..... 6
 - b. Action Item: Approval of Revised BOG Rule C-7—Standards and Procedures for Undergraduate Admission 10
 - c. Action Item: Approval of BOG Rule B-20—Phased Retirement Program..... 14
 - d. Action Item: Approval of Tech Park Service Agreements 18
- VI. Academic and Student Affairs**
 - a. Action Item: Program Suspension 45
 - b. Information Item: Post-Audit Reports 50
- VII. Additional Board Action and Comments**

VIII. Announcements

- a. May 7—MLT Pinning Ceremony, 7 p.m., Room 137, South Charleston Campus
- b. May 8—Dental Hygiene Pinning Ceremony, 4 p.m., Charleston Civic Center
- c. May 8—Commencement, 6 p.m., Charleston Civic Center
- d. May 9—Nursing Pinning Ceremony, 1 p.m., The Bible Center
- e. May 12—Strategic Planning Retreat

IX. Next Meeting

Friday, June 5, 2015
9 a.m.
South Charleston Campus

X. Adjournment

BOARD OF GOVERNORS

BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE

MINUTES

MARCH 27, 2015

A meeting of the BridgeValley Community and Technical College Board of Governors (BOG) was held on Friday, March 27, 2015, at 8:30 a.m. at the South Charleston Campus in Room 006.

Board members present: Donna Atkinson, Greg Barker, Hannah Cole, Mark Dempsey, Tom Dover, David Lewia, Deb McDaniel, Karen Price, Michelle Wicks, and Jan Vineyard. Board members absent: Jane Harkins. Also in attendance were President Jo Harris, faculty and staff from BridgeValley.

I. Call to Order

Chair Dempsey called the meeting to order at 8:30 a.m.

II. Roll Call

Roll was taken by Alicia Syner noting that a quorum was present.

III. Approval of Minutes

Karen Price moved to approve the meeting minutes of January 16, 2015. Donna Atkinson seconded the motion. Motion carried.

Karen Price moved to approve the meeting minutes of March 9, 2015. Hannah Cole seconded the motion. Motion carried.

IV. President's Report

President Harris presented the Board with a list of activities and meetings since the January meeting. She highlighted the recent Founder's Day event held on March 20. She also noted that BridgeValley is partnering with the Education Alliance and the West Virginia Manufacturers' Association to host the STEMersion project in late June. STEMersion is a one-week professional development experience for teachers that includes immersion at top STEM businesses in the Kanawha Valley area.

V. Administrative Items

a. Information Item: Fiscal Year 2014-2015 Budget Update

Dr. Pat Hunt presented the Board with a budget update, which focused primarily on fund balances to date.

b. Action Item: Approval of Fiscal Year 2015-2016 Tuition and Fees

Karen Price moved the adoption of the following resolution:

Resolved, that the BridgeValley Community and Technical College Board of Governors approves a \$112 (3%) annual increase for resident tuition and a \$245 (3%) annual increase for non-resident tuition.

Further resolved, that the BridgeValley Community and Technical College Board of Governors approves the special fees and program fees as recommended by the Strategic Planning and Budgeting Council.

Donna Atkinson seconded the motion. Motion carried.

c. Action Item: Approval of the Fiscal Year 2014-2015 Advanced Technology Center Full Service Facility Agreement

Donna Atkinson moved the adoption of the following resolution:

Resolved, that the BridgeValley Community and Technical College Board of Governors approves the full service facility agreement for the Advanced Technology Center for Fiscal Year 2014-2015.

Jan Vineyard seconded the motion. Motion carried.

d. Information Item: Bridging the Gap DOL Grant Update

Rebecca Prokity provided the Board with an update on the Department of Labor TAACCT grant that was awarded in the amount of \$25 million for West Virginia community colleges.

VI. Additional Board Action and Comments

Alicia Syner will schedule a Rules Committee meeting.

VII. Announcements

- a. April 28—Student Academic and Leadership Awards Ceremony, South Charleston
- b. April 30—Student Academic and Leadership Awards Ceremony, Montgomery
- c. May 8—Dental Hygiene Pinning Ceremony, 4 p.m., Charleston Civic Center
- d. May 8—Commencement, 6 p.m., Charleston Civic Center
- e. May 9—Nursing Pinning Ceremony, 1 p.m., The Bible Center
- f. May 12—Strategic Planning Retreat

VIII. Next Meeting

April 24, 2015
 9:00 a.m.
 Montgomery Campus

IX. Adjournment

There being no further business, the meeting was adjourned.

_____, Mark Dempsey, Chair

_____, Jan Vineyard, Secretary

**Report of the President
for the
Board of Governors**

BridgeValley Community and Technical College

May 1, 2015

Highlighted Activities—March 20 - April 20

- **Founder’s Day and Unveiling of Toyota Hall.** Speakers included Senator Manchin, Governor Tomblin, Chancellor Skidmore, Millie Marshall and Cody Cunningham (an AMT student). Wonderful media coverage and attendance!
- **Dental Hygiene CE Course.** Fifty-three (53) licensed dental hygienists from across the state attended a professional development course on the Montgomery campus.
- **PBL State Conference.** State Competition Host for 14 WV Colleges in South Charleston. The Montgomery and South Charleston Chapters won 26 First Place, 19 Second Place, and 12 Third Place Medals!
- **CANstruction.** Designed and built, in partnership with Mountaineer Montessori and ZMM, a display “Unlocking Hunger” for this AIA event for Covenant House.
- **Nursing Reaccreditation.** Notification of reaffirmation of ACEN accreditation through Spring 2020 received!
- **EXPO and WVMA Marcellus and Manufacturing Day.** Two display areas were sponsored by Workforce Development and Academic Affairs Divisions.
- **Goodwill Business Partner of the Year Award.** Presentation to BridgeValley at annual meeting!
- **Mock Disaster Drill.** Emergency personnel from local agencies assisted EMT, paramedic, and other health majors in a mock drill. This was a collaborative event planned by the Health Division, Operations, and Campus Police—and it received great media attention!
- **Open Houses.** South Charleston and Montgomery Campuses hosted evenings for prospective students and families.
- **Career/Transfer Fairs.** Employers (South Charleston and Montgomery) and baccalaureate institutions (Montgomery) talked with students about opportunities beyond graduation.
- **Kentucky FAME Event.** The ATC and the Advanced Manufacturing Technology program were showcased to over 30 representatives from the Kentucky CTCS system, colleges, economic development, and Toyota at the Second Annual FAME event.

- **Annual Evaluations.** Faculty, classified staff, and non-classified staff are completing reviews and setting goals for the upcoming year.

Other External Meetings and Events

- **March 23**—Sector Strategy Meeting with New River/Southeastern District Consortium
- **March 26**—Orientation/First Meeting as Director on Fayette County Chamber of Commerce
- **March 27 - March 31**—Higher Learning Commission Annual Conference—Chicago, IL. Other attendees from BridgeValley included Dr. Kristin Mallory, Dr. Carol Perry, Dr. Calisa Pierce, and Dean Kim Lovinski. Dr. Pierce and Dean Lovinski presented at this national conference!
- **April 6**—New River Gorge Regional Development Authority Press Conference
- **April 13**—Bridging the Gap Conferences with all CTCS (Skidmore/Harris)
- **April 14**—Meeting with Tech Park Director
- **April 15**—Community and Technical College Advisory Council Meeting
- **April 15**—WV Council Meeting, Beckley
- **April 24**—New River Gorge Regional Development Authority Board Meeting, Summersville

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF MAY 1, 2015**

ITEM: **Revision to BOG Rule C-1—Program Review**

RECOMMENDED RESOLUTION: *Resolved,* That the BridgeValley Community and Technical College Board of Governors approves the revisions to BOG Rule C-1—Program Review and send the revised rule out for the 30-day comment period.

STAFF MEMBERS: Kristin Mallory
Jane Harkins, Rules Committee Chair

BACKGROUND:

The following revisions are being proposed for Board of Governors Rule C-1—Program Review:

- (1) Change “Academic Affairs Committee” to “Academic Standards Committee” as the name of the committee changed Fall 2014 with the new Faculty Senate Constitution.
- (2) Add clarification for “adequate supporting data” required if applying for the designation of “Program of Excellence.” Section 3.2 adds: “Definitive percentages of program completion, graduation rates, placement, and enrollment are required for this designation.”

**BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
BOARD OF GOVERNORS**

POLICY C-1

PROGRAM REVIEW PROCEDURES

Section 1. General

- 1.1. Scope — This rule delineates the procedures to be followed by the BridgeValley Community and Technical College (BridgeValley) Board of Governors in the review of existing academic programs.
- 1.2. Authority — West Virginia Council for Community and Technical College Education (Council) Procedural Rule Series 10 (Series 10)
- 1.3. Effective Date — July 12, 2013; Revised Effective Date—June 1, 2015.

Section 2. The Program Review Process

- 2.1. The following are the steps departments and schools at BridgeValley will follow to comply with the program review policy adopted by the Council. Series 10 requires the institutions and the institutional Boards of Governors to review all academic programs (certificates and associate degrees) once every five (5) years. Review results are to be reported to the Council.
 - 2.1.1. By May 15, the Office of the Vice President for Academic and Student Affairs (Vice President) ~~reminds-informs~~ departments which of their programs will be reviewed in the next academic year.
 - 2.1.2. Program faculty prepare the Program Review Self-Study in accordance with Council Series 10. The Office of the Vice President supplies guidelines for the format of the self-study document, along with the respective dates each step is to be completed. The self-study, including the Board of Governors Cover Sheet, is then submitted to the College President or his or her designee on the date established by the College.
 - 2.1.3. The Vice President or designee and the Academic ~~Affairs-Standards~~ Committee review all self-studies, assessing the quality of the program and the quality of the review itself.
 - 2.1.4. The Vice President or designee returns the self-study with comments and suggestions for improving the report to program faculty on the date established by the College.
 - 2.1.5. Program faculty make necessary changes in the document and submit the final draft of the self-study to the Vice President for review by the Academic ~~Affairs Standards~~ Committee by the date established by the College.

- 2.1.6. The Academic ~~Affairs- Standards~~ Committee will review the programs in terms of their relationship to the College's mission and the quality of the program and in accordance with Council Series 10. The Academic ~~Affairs- Standards~~ Committee makes an institutional recommendation for each program in writing to the President, normally by March 15.
- 2.1.7. On behalf of the President, the Vice President will report the recommendations for each program reviewed to the BridgeValley Board of Governors (Board), normally by May 15.
- 2.1.8. The Board will review the recommendations of the Academic ~~Affairs- Standards~~ Committee and the Vice President. The Board may request additional information or further review before making decisions. The Vice President on behalf of the Board will send the results to the Council and the President on the date established by the Council.
- 2.1.9. The Vice President on behalf of the President will send a notice of the Board's actions to the program chairs.
- 2.1.10. If the program disagrees with the outcome of program review, it may appeal the decision to the Board of Governors by sending a memo to the Board, which is copied to the Office of the Vice President. The memo should describe the basis for the appeal and should include supporting information.

Section 3. Programs of Excellence

- 3.1. As part of the BridgeValley Board program review process, programs can request to be considered for the designation, "Board of Governors Program of Excellence." A program being considered for the excellence designation should meet the following criteria.
 - 3.1.1. Distinction: The program must be one of distinction. It should have received state or national recognition or some other clearly defined indicator appropriate to the mission of the program. External validation of high quality by a nationally recognized body will strengthen the case.
 - 3.1.2. Curriculum and Assessment: The program must have clearly defined and measurable curricular goals and objectives and must regularly assess student learning outcomes. Evidence of a strong assessment plan that utilizes assessment data to improve the program must be included. The program should hold national or specialized accreditation if available and all accreditation criteria must be met fully.
 - 3.1.3. Graduates: Evidence of success of graduates in career placement and or in continuing higher education must be documented.
 - 3.1.4. Faculty: Faculty should hold terminal degrees or have equivalent professional experience; alternative credentials such as work experience in the teaching field may be appropriate. There should be documented evidence of faculty

achievement and scholarly activity. Evidence of innovation in instruction should also be included if appropriate.

- 3.2. The self-study document should provide a convincing statement and include adequate supporting data. Documented evidence of high quality is required. Mere assertion of quality or lists of accomplishments will not suffice. Definitive percentages of program completion, graduation rates, placement, and enrollment are required for this designation. The case will be much stronger if placed in the context of national benchmarks.
- 3.3. Requests for the Board of Governors Program of Excellence designation will be considered by the Academic Affairs-Standards Committees, which will nominate those programs they feel are worthy of this designation. The Vice President will review the nominations and endorse those that are appropriate. The Board of Governors will consider the nominations endorsed by the Vice President and certify those that they deem appropriate as a Board of Governors Program of Excellence.

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF MAY 1, 2015**

ITEM: **Revision to BOG Rule C-7—Standards and Procedures for Undergraduate Admissions**

RECOMMENDED RESOLUTION: *Resolved,* That the BridgeValley Community and Technical College Board of Governors approves the revisions to BOG Rule C-7—Standards and Procedures for Undergraduate Admissions and send the revised rule out for the 30-day comment period.

STAFF MEMBERS: Kristin Mallory
Jane Harkins, Rules Committee Chair

BACKGROUND:

The following revision is being proposed for Board of Governors Rule C-7—Standards and Procedures for Undergraduate Admissions:

Section 3.1.2: Remove “or General Educational Development (GED)” and restate as “appropriate high school equivalency assessment may enroll This is in compliance with the change in state policy and the elimination of the test formerly known as the GED. Multiple assessments are now available and appropriate to consider during the admissions process.

**BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
BOARD OF GOVERNORS**

POLICY C-7

STANDARDS AND PROCEDURES FOR UNDERGRADUATE ADMISSIONS

Section 1. General

- 1.1. Scope – Policy regarding basic guidelines and standards for institutional admission policies for BridgeValley Community and Technical College (BridgeValley).
- 1.2. Authority – W.Va. Code 18B-1-1A; 18B-2B-6; 18B-3C-2., WVCTCS Series 23: Standards and Procedures for Undergraduate Admissions at Community and Technical Colleges.
- 1.3. Effective Date—July 12, 2013; Revised Effective Date—June 1, 2015.

Section 2. Purpose

- 2.1. It is the purpose of BridgeValley Board of Governors that West Virginia residents have access to higher education opportunities commensurate with their interest and abilities. Working toward this end, BridgeValley continues the development of academic programs which allow citizens throughout the state to develop their capabilities for work and fulfillment of life. As a means of attaining this goal, BridgeValley has identified these guidelines and standards which specify institutional admissions policies and practices.

Section 3. Basic Admissions Standards

- 3.1. As a means of ensuring a reasonable chance of success in the education programs for which students seek admission and making the most productive use of federal and state resources, BridgeValley Board of Governors shall incorporate the following basic standards.
 - 3.1.1. BridgeValley adheres to an Open Admission Policy. Except as provided in Sections 3.1.2. and 3.1.3. hereinafter and in BOG Policy C-8, admission is open to any person age eighteen or older and able to benefit from study at the community college level. However, admission to specific programs may have additional requirements.

- 3.1.2. Those who possess a high school diploma or ~~General Educational Development (GED)~~ appropriate high school equivalency assessment may ~~many~~ enroll as certificate degree or associate degree-seeking students.
- 3.1.3. Other persons may enroll as a certificate degree or associate degree-seeking student on an ability-to-benefit conditional enrollment basis. Enrollment under these conditions will be based on a case-by-case basis but shall be evaluated at the end of each term to determine whether their performance indicates an ability to continue their studies.
- 3.1.4. Students wishing to transfer from another institution to BridgeValley must provide an official transcript from each previous college attended. A transfer student with a cumulative grade point average of 2.0 shall be considered in good standing. Students with a cumulative grade point average of less than 2.0 shall be accepted on academic probation.
- 3.1.5. Students seeking readmission to BridgeValley in good standing must apply for readmission. Readmission to the institution does not automatically mean readmission to a previous program. A student who has been suspended for one semester for academic reasons s may be readmitted after one semester has elapsed. Students who receive a second academic suspension are usually not readmitted. However, the student may petition the Committee on Classification and Grades for readmission to the institution after appropriate suspension period. If granted readmission by the committee, the student will return on academic probation and under whatever special circumstances the committee may deem advisable.
- 3.1.6. Any individual wishing to take courses, but not for a degree or certification, is considered a special student. Special students do not need to provide transcripts for admissions. Students admitted under the special student category are limited to taking fewer than 12 credit hours at BridgeValley. A special student who has attempted a maximum of 12 credit hours must apply for admission as a degree candidate by filing credentials with the Office of Admissions.
- 3.1.7. A BridgeValley student wishing to enroll at another college or university as a transient student must have the prior approval of their advisor, the Vice President of Academic and Student Affairs, and the Registrar. A student wishing to take courses to be transferred to another college may do so by applying for admission to BridgeValley. Students are strongly encouraged to obtain a transient student form from the home institution granting permission to enroll at BridgeValley as a transient student.

- 3.1.8. Early admissions standards for high school students enrolling at BridgeValley are subject to the requirements of Section 135-19-6 of 135CSR19, Guidelines for Offering Early Enrollment Courses for High School Students.
- 3.1.9. International students must have their completed application on file at least four months prior to their intended date of enrollment. Students applying for admission should have completed the equivalent of a secondary education with higher than average grades. The Test of English as a foreign Language (TOFEL) is recommended for all students with a native language other than English. A score of 500 or above on the paper-based TOFEL or 173 on the computer-based version of TOFEL, 61 or above on the internet-based version of TOEFL, or a score of 6.6 or above on the International English Language Testing Service (IELTS) is usually considered adequate for admission. International students must also provide financial statement documenting ability to pay for one year of tuition and all associated living expenses incurred while attending BridgeValley.

Section 4. Limited Enrollment Programs

- 4.1. BridgeValley offers several limited enrollment programs. These programs have specific admissions requirements which are listed in the college catalog and on the BridgeValley Website.

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF MAY 1, 2015**

ITEM: **Phased Retirement Program Rule—B-20**

RECOMMENDED RESOLUTION: *Resolved,* That the BridgeValley Community and Technical College Board of Governors approves a Phased Retirement Program for eligible full-time college employees and send the corresponding Rule B-20 out for the 30-day comment period.

STAFF MEMBERS: Michelle Bissell, Jo Harris
Jane Harkins, Rules Committee Chair

BACKGROUND:

The Phased Retirement Program is being proposed to provide an opportunity for employees to transition into retirement gradually while maintaining benefits at the college. Full-time employees with 10 or more years of service, who are 60 years of age or older, and who are eligible to retire by the end of the phased retirement period are eligible.

The Rules Committee met with staff to review the proposed BOG Rule B-20—Phased Retirement Program. Research was conducted by the Department of Human Resources; this program is similar in design to other institutions that do not offer a severance program but seek to provide a transitional opportunity for employees. The program as proposed is fully voluntary and must be discussed and approved by the appropriate administrative unit and the President.

**BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
BOARD OF GOVERNORS**

POLICY B-20

PHASED RETIREMENT PROGRAM

Section 1. General

- 1.1. Scope — This policy establishes a Phased Retirement Program for implementation by BridgeValley Community and Technical College (BridgeValley) according to the purposes set forth in West Virginia State Code §18B-1-1d.
- 1.2. Authority — W. Va. Code §18B-1-1d
- 1.3. Effective Date — June 1, 2015.

Section 2. Definition

- 2.1 Phased retirement is defined as a period of part-time employment preceding retirement. The phased retirement program includes a prorated salary equivalent to the appropriate percentage of full-time work.

Section 3. Purpose

- 3.1 The purpose of the Phased Retirement Program at BridgeValley is to:
 - a. promote the transitional well-being of long-term employees moving toward retirement;
 - b. provide faculty and staff an opportunity to devote increased time to personal interests by reducing their hours while continuing to provide service to the college; and
 - c. allow the institution to project and fill critical positions in a responsible manner.

Section 4. Eligibility

- 4.1 To be eligible for Phased Retirement, an employee must:
 - a. be a full-time employee;
 - b. have completed at least ten years of service to the college;
 - c. be at least 60 years of age; and
 - d. be eligible for retirement upon conclusion of the phased retirement period.

Section 5. Conditions for Participation

- 5.1 The appropriate party to initiate discussion about Phased Retirement participation is the individual faculty or staff member.
- 5.2 Participation in the Phased Retirement Program is not an entitlement or a right automatically available to all persons who meet the eligibility criteria. It is subject to administrative review, endorsement by the executive level administrator and approval by the President of the terms and conditions reflected in a written contract. The contract specifies the arrangements under which the individual will be placed in phased retirement status.
- 5.3 Administrators will consider all requests for participation in the Phased Retirement Program. However, participation will depend upon the needs of the department and the institution, as well as the conditions prevailing in the department and the institution at the time, including the availability of coverage for assigned duties, disruption that such participation may create in the department, the availability of funding, and operational needs of the department.

Section 6. Operating Guidelines

- 6.1 The individual who enters the Phased Retirement Program must agree to a reduced FTE (full-time equivalent) employment status with the college, with the clear understanding that the total FTE percentage for all services performed as an employee cannot thereafter be increased, although it may thereafter be decreased. If the FTE is further decreased, an addendum to the contract would then be negotiated between the individual and the immediate supervisor, endorsed by the executive level administrator, and approved by the President. The decision to participate in the phased retirement program is irrevocable.
- 6.2. For a faculty or staff member to enter a Phased Retirement Program, the FTE percentage assignment for that employee must be reduced by at least one-fourth, to a level of 0.75 or less, but no less than 0.53, over the same or a reduced appointment period (i.e., a nine-month appointment may not be extended to twelve months, but a twelve-month appointment may be reduced to nine months). Exceptions to the limitations specified in this paragraph must have the approval of the President.
- 6.3 For faculty and staff members who enter a Phased Retirement Program, all benefit plans will be continued at the same level available for personnel holding like positions, consistent with age and the terms of the controlling Plan Document.
- 6.4 The maximum period for phased retirement shall be two years. At the end of the second year, the participant will enter full retirement.
- 6.5 The employee may opt out of phased retirement and progress to full retirement at any point during the phased retirement period with 90 days' notice.

- 6.6 Employees on phased retirement are not eligible for salary increases or merit pay. The base salary at the time of phased retirement will remain constant for computing the prorated salary.
- 6.7 In lieu of the standard evaluation process, faculty on phased retirement will complete an annual self-reflection report to be submitted to the Dean of the Division.
- 6.8 The specific arrangements for a Phased Retirement Program must be detailed in a written agreement. A copy of the agreement will be maintained in the Human Resources Office.
- 6.9 When the Phased Retirement period concludes, employees become “fully retired,” but are eligible to continue PEIA insurance only if they have completed 30 years of contributory service (and are at any age), or have completed at least 5 years of contributory service and are at least age 60. The terms of the controlling Plan Document must also be met in order to apply sick leave and/or teaching credit toward PEIA retiree premiums.

Section 7. Terms of Contractual Agreement

- 7.1 While it is anticipated that each agreement for a Phased Retirement Program will include its own individual terms, tailored to the needs of the department and the individual, the following topics should be specifically included and agreed upon between the parties:
 - a. Date upon which phased retirement will commence and end (upon entering full retirement).
 - b. The percentage of FTE, and specific working assignments, which will represent the individual's working effort for the college during the period covered by the phased retirement agreement.
 - c. The amount and source of the compensation to be paid to the faculty or staff member during the period of phased retirement.
 - d. Provisions, if applicable, for office space, laboratory facilities, and support services during the term of the agreement.
 - e. Specific terms and conditions under which a further reduction in FTE status may be agreed upon, if appropriate.

Section 8. Procedures

- 8.1. Individuals may apply for participation in the Phased Retirement Program according to the procedures established by the institution. The institution will also provide specific information to participants regarding the phased retirement program as it relates to participation in the TIAA/CREF retirement plan, the State Teachers Retirement plan, Social Security and Medicare benefits.

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF MAY 1, 2015**

ITEM: **Tech Park Service Agreements**

RECOMMENDED RESOLUTION: *Resolved,* That the BridgeValley Community and Technical College Board of Governors approves for payment the retroactive additional rate of \$2.50 per square foot for Main and Annex Buildings as outlined in the attached supplemental addendum to the 2013-2014 Service Agreement with the West Virginia Regional Technology for the period of July 1, 2013 – June 30, 2014.

Further Resolved, That the BridgeValley Community and Technical College Board of Governors approves the attached 2014-2015 Service Agreements for Main and Annex Buildings at the rate of \$8.82 and \$8.34 respectively for the period of July 1, 2014 – June 30, 2015.

STAFF MEMBER: Jo Harris/Cathy Aquino

BACKGROUND:

Throughout the year, negotiations have been continued to arrive at consensus for a fair and equitable service rate agreement between the West Virginia Regional Technology Park and the South Charleston campus for both the 2013-2014 and 2014-2015 fiscal years.

The original proposals for the three buildings ranged from slightly over \$9 per square foot for the Main Building to \$4.96 per square foot for the newly constructed Advanced Technology Center. Agreement was reached on May 1, 2014, to apply the flat rate of \$5 per square foot for Main and Annex buildings for 2013-2014 with retroactive payment being made during 2014-2015 after additional data review and analysis occurred. This month, Park officials presented \$2.50 per square foot as additional payment for 2013-2014.

BridgeValley received a 2014-2015 service agreement requesting \$9.51 per square foot for Building 2000 and \$9.16 per square foot for the Annex. The College countered on

December 9 with \$8.13 per square foot for Building 2000 and \$7.53 per square foot for the Annex, requesting that the reduction reflect amortization of investments made to the buildings as had happened with previous service agreements. On January 21, Tech Park communicated that BridgeValley had received their “best and final offer” and that no further negotiations would occur.

In subsequent actions and negotiations, a compromise was reached to take to the respective Boards for 2014-2015: \$8.82 (Main) and \$8.34 (Annex).

AGREEMENT

THIS AGREEMENT (this “**Agreement**”), dated as of the 14th day of April, 2015, is by and between BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE, an institution within the Community and Technical College System of West Virginia, a West Virginia state agency (“**Facility Recipient**”), and the WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION, a West Virginia state agency (“**Facility Provider**”), acting through its duly-appointed fiscal agent, WV Regional Technology Park Corp. (“**WVRTP**”), with an office at 1740 Union Carbide Drive, South Charleston, West Virginia.

BACKGROUND

A. Facility Provider and Kanawha Valley Community and Technical College (“**KVCTC**”), predecessor-in-interest to Facility Recipient, are parties to that certain Full Service Facility Agreement, dated July 1, 2013 (the “**First Service Agreement**”), with respect to premises known as Building 2000 and containing 85,127 square feet of space (“**Building 2000**”).

B. Facility Provider and Bridgemont Community and Technical College (“**BCTC**”), predecessor-in-interest to Facility Recipient, are parties to that certain Full Service Facility Agreement, dated July 1, 2013 (the “**Second Service Agreement**,” together with the First Agreement, the “**Service Agreements**”), with respect to premises known as Building 704 and containing 15,929 square feet of space (“**Building 704**”).

C. In 2014, KVCTC and BCTC merged into Facility Recipient. The rights and obligations of KVCTC and BCTC under the Service Agreements inure to Facility Recipient as successor-by-merger to KVCTC and BCTC.

D. Section 2.2 of each of the Service Agreements provided that the parties would exercise commercially reasonable efforts to reach agreement on an amount of an additional serve fee (the “**Additional Fee**”) to be paid under the Service Agreements, and any such Additional Fee would be retroactive to July 1, 2013 and payable to Facility Provider upon mutually acceptable terms.

E. Facility Provider and Facility Recipient have negotiated the Additional Fee, as set forth in this Agreement.

AGREEMENT

Accordingly, the parties agree as follows:

1. Incorporation of Recitals. The parties acknowledge and agree that the recitals above are true and accurate. The recitals above are incorporated into this Agreement.
2. Additional Fee. Facility Provider and Facility Recipient acknowledge and agree that the Additional Fee for both Building 2000 and Building 704 under the Service Agreements is \$2.50 per square foot per year. Accordingly, the total Additional Fee under the Service Agreements is \$252,640.00 (the “**Additional Fee Payment**”).

3. Delivery. Facility Recipient shall make the Additional Fee Payment to Facility Provider so as to be received by WVRTP no later than June 30, 2015.

4. Miscellaneous. This Agreement may be amended or modified only by an instrument or document in writing signed by the entity against which enforcement is sought. This Agreement, and any documents executed in connection with or as required under this Agreement, and the rights and obligations of the undersigned, will be governed by, construed, and enforced in accordance with the laws of the State of West Virginia. This Agreement may be executed in one or more counterparts and by facsimile or PDF email signature, each of which when so executed and delivered is deemed to be an original and all of which, when taken together, constitute one and the same document. Each party to this Agreement shall bear its own attorneys' fees incurred in connection with this Agreement. This Agreement represents the entire agreement among the parties regarding its subject matter, and all prior negotiations, discussions, and undertakings are superseded by this Agreement.

[Signature page follows this page.]

WITNESS the following signatures effective as of the date first written above.

WEST VIRGINIA HIGHER EDUCATION POLICY
COMMISSION

By: WV Regional Technology Park Corp., its fiscal
agent

By: _____
Name: Russell P. Kruzelock
Title: Chief Executive Officer and Executive
Director

BRIDGEVALLEY COMMUNITY AND TECHNICAL
COLLEGE

By: _____
Name: Beverly Jo Harris
Title: President

FULL SERVICE FACILITY AGREEMENT

THIS FULL SERVICE FACILITY AGREEMENT (this “Agreement”) dated as of July 1, 2014 is entered into by and between BRIDGEVALLEY COMMUNITY & TECHNICAL COLLEGE (“Facility Recipient”) and the WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION, a state agency existing under the laws of the State of West Virginia (“Facility Provider”, together with Facility Recipient, the “Parties”, and each individually, a “Party”), acting through its duly appointed fiscal agent, WV Regional Technology Park Corp., with an office at 1740 Union Carbide Drive, South Charleston, West Virginia (“WVRTPC”).

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 has formed and commissioned WVRTPC as an independent corporation, and, pursuant to that Affiliation Agreement, dated July 6, 2011, between Facility Provider and WVRTPC, has appointed WVRTPC 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 of Facility Provider and Facility Provider is willing to furnish such facilities subject to the terms and conditions set forth herein; and

WHEREAS, BridgeValley Community & 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.

NOW THEREFORE, THIS AGREEMENT FOR USE BY FACILITY RECIPIENT WITNESSETH:

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

- (i) Containing 85,127 square feet of space located in Building 2000 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 (the “Building 2000 Space”); and
- (ii) Containing 15,929 square feet of space located in Building 704 at the West Virginia Regional Technology Park, which is located at 1200 Science Drive, in the City of South Charleston, Kanawha County, West Virginia (the “Building 704 Space”, and together with the Building 2000 Space, the “Premises”).

Facility Recipient may allow other facility recipients the right to use the common areas of the Premises, including restrooms, lunch room, the loading dock and vending areas. Facility Recipient shall have nonexclusive use of the parking area surrounding the front and lower areas of the Premises, together with the nonexclusive right to use roads, sidewalks, stairways, hallways and elevators to the extent reasonably necessary to exercise Facility Recipient's rights under this Agreement or access the Premises.

1. TERM AND NOTICES

The term of this Agreement shall begin on July 1, 2014 ("Effective Date") and end at midnight on June 30, 2015 (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; (c) by Facility Provider upon one hundred twenty (120) days' written notice; or (d) in accordance with the terms of Section 11 below.

Notices may be given by personal service upon the Party(s) entitled to such notice, or by certified mail, 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

To Facility Recipient:

BridgeValley Community & Technical College
2001 Union Carbide Drive
South Charleston, WV 25303

2. SERVICE FACILITY FEE PAYMENT

- 2.1. Facility Recipient is a community and technical college providing a variety of education, support and security services throughout the day and evening to students and the greater community. 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 unto Facility Provider for the use of the Premises and the Services based on the following payment schedule: (i) \$62,568.35 per month for the Building 2000 Space; and (ii) \$11,070.66 per month for the Building 704 Space; which equates to a total of \$73,639.01 per month for the Premises (\$883,668.12 annually) (the "Service Facility Fee"), payable monthly during the Term in arrears on the first (1st) day of each calendar month after the month in which the Services were rendered. Facility Provider will invoice Facility Recipient on the fifteen (15th) day of the preceding month for the amount of Service Facility Fee due with respect to each month.

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 Exhibits 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 Facility Recipient’s Premises, and Facility Provider 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 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 to reasonably 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 & environmental (HS&E) services for the Premises including 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 fire extinguishers and a sprinkler system (collectively, “Utilities”).

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) 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) 2.2.4 Janitorial Services will be provided by Facility Recipient;
 - (ii) 2.2.6 Building Conference and/or Meeting Space located within Facility Recipient’s space must be scheduled by Facility Recipient;
 - (iii) 2.2.7 Common Building Space does not apply to Facility Recipient;

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

(d) 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 (d) 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 13.6 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)-(d) 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 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.

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 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. VENDING AND FOOD SERVICES

To the extent desired on the Premises, the Facility Recipient shall negotiate and provide its own vending and food services on the Premises.

8. USE OF PREMISES

- 8.1. 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.
- 8.2. 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 therefore 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.
- 8.3. No work performed by Facility Recipient, unless through remaining Facility Provider (HEPC) directed construction or previously accepted bids from existing RFPs issued through Facility Provider (HEPC) 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 or against the Premises, 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.

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

9. ALTERATIONS TO PREMISES

- 9.1. No modifications or changes will be made to the Premises without prior written consent of Facility Provider (with the exception as noted in 8.3) and the cost of such change shall be born 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.

- 9.2. 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 provide for in this Agreement, and (iii) the right to remove signage, fixtures, machinery and equipment provided herein.
- 9.3. 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.

10. INDEMNIFICATION 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 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 the 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 and Indemnification. 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 other person, 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 the license 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 and WVRTPC as additional insureds, and

shall provide that they 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.

11. 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 11(a) and 11(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.

12. 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.

13. COMPLIANCE WITH LAW

- 13.1. Compliance with the Law. Each Party shall comply in all material respects with all applicable law 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.
- 13.2. 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 respect with the applicable law 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 law 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 13, 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.

- 13.3. 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, penalties and punitive damages, losses of or damage to property, 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.
- 13.4. 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.
- 13.5. Claims and Losses Procedure. The following procedure shall apply to all Claims and Losses defined in and covered by the provisions of Sections 13.4 and 13.5:

Any Party claiming it is the other Party’s responsibility to pay a Claim or Loss under Section 13.4 or Section 13.5, 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 13.4 or Section 13.5. 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.

- 13.6. 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.

14. 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.

15. PUBLIC ANNOUNCEMENTS

Except as otherwise required by applicable law, Facility Provider and Facility Recipient will consult with the other and obtain the prior consent of the other before issuing, or permitting any agent or affiliate to issue, any press releases with respect to this Agreement or the transactions contemplated hereby or otherwise making, or permitting any agent or affiliate to make, any public statements with respect to this Agreement or the transactions contemplated hereby.

16. FORCE MAJEURE

- 16.1. Definition. “Force Majeure Event” means labor trouble (whether or not beyond the reasonable control of the affected Party) and other circumstances reasonably beyond the control of the affected Party, including, without limitation, acts of God, fire, flood, war, accident, explosion, breakdowns or 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.
- 16.2. 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.

- 16.3. 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.
- 16.4. 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 16 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.

17. 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.

18. TERMINATION

- 18.1. 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 a written notice to Facility Provider at least thirty (30) days prior to the last day of the applicable month in which Facility Recipient seeks to cancel this Agreement. 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.
- 18.2. 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.
- 18.3. 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.

- 18.4. 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.

19. [INTENTIONALLY OMITTED.]

20. TAXES AND ASSESSMENTS

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

21. FISCAL AGENT

Facility Recipient acknowledges and agrees that WVRTPC is the fiscal agent of Facility Provider and that any rights or obligations of Facility Provider under this Agreement may be duly exercised or fulfilled by WVRTPC on behalf of Facility Provider. Facility Recipient agrees to interact with WVRTPC for all purposes as if WVRTPC were the Facility Provider under this Agreement unless otherwise instructed in writing by a representative of Facility Provider.

22. 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(c)) attached hereto as Exhibit A during the Term, which include terms essential to this Agreement, and (ii) Facility Provider and/or

WVRTPC 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 business days after such change.

23. GENERAL PROVISIONS

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. Binding Effect; Assignment; Certain Notices.
- (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.
 - (c) 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.

- 23.5. 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.
- 23.6. 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.
- 23.7. 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.
- 23.8. 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.
- 23.9. 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.

- 23.10. 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.

[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: Russell P. Kruzelock
Title: Chief Executive Officer and Executive
Director

**BRIDGEVALLEY COMMUNITY &
TECHNICAL COLLEGE**

By: _____
Name: Beverly Jo Harris
Title: President

Exhibit A

Technology Park Tenant Handbook

[See attached.]

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF MAY 1, 2015**

ITEM: **Program Suspension**

RECOMMENDED RESOLUTION: *Resolved,* That the BridgeValley Community and Technical College Board of Governors affirms the recommendation of the Department and Academic Standards Committee to suspend the Certificate programs in Telecommunications Technology and Sustainable Building Technology and the AAS in Blasting Technology.

STAFF MEMBER: Kristin L. Mallory

BACKGROUND:

According to WVCTCS Series 11 and 37, and BOG Policy C-5, new occupational degree programs initiated at BridgeValley Community and Technical College (BridgeValley) will undergo post-audit review within three years after the date of implementation. The certificate programs noted below have completed the initial post-audit study (Sustainable Building Technology) or resulting follow-up (Telecommunications Technology). As a result of these studies, the institution recommends suspension of the programs. Additionally, as a result of continuous enrollment decline in the Blasting Technology degree, the coordinator and chair recommended the suspension of the degree program. The request was affirmed by the Academic Standards Committee on April 17, 2015. Students currently enrolled will be provided with "teach-out" options; no new majors will be accepted.

| Program | Action | Follow-up |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| CAS - Telecommunications Technology | Follow-up report submitted to Council recommending suspension of the program | Program suspended as of Spring 2015 |
| CAS - Sustainable Building Technology | Post-Audit report approved by BV Academic Standards Committee; concur with recommendation to suspend the program | Submit recommendation to suspend to the Council |
| AAS - Blasting Technology | ASC concurred with department recommendation to suspend the program | Submit recommendation to suspend to the Council |

Post-Audit Report Follow-up
February 5, 2015

Bridgevalley CTC

Certificate – Telecommunications Technology

The Telecommunications Technology Certificate was originally developed in response to a request from Verizon Communications as a method to increase the technical skills of their existing workforce. Recruiting into and acceptance of this program has become more difficult since Verizon Communications sold their local land line business to Frontier Communications. Several local telecommunications providers (Frontier Communications, Suddenlink, Lumos) have been approached and have expressed interest in this certificate program but do not currently have external job openings that this certificate would qualify new hires for. Most of the technical jobs in the local market require an associate degree in a related technical field as a minimum. Also, the internal promotion requirements for the current local telecommunications providers are not the same as Verizon Communication’s requirements were so this program is not as attractive to current telecommunications employees as it once was. Due to these factors, the vast majority of the students that have graduated from this program have received this certificate in addition to an associate’s degree. The students that have chosen this path are interested in working in the telecommunications industry and want the additional background that this certificate has provided in order to make them a better candidate for any potential positions.

Offering the classes’ specific to this certificate program has become more difficult for the college due to issues such as timing in the curriculum and faculty loads. One new course that was created for this certificate program (ECET-265 Fiber Optics) has taken off and become one of the most popular technical electives for multiple majors. This course alone has assisted several graduates to obtain jobs with employers who are needing technical employees with this skill. Also, the skills from this course can lead to an industry recognized certification (Certified Fiber Optics Technician – CFOT). This class has also been used to provide workforce development training, and will continue to be offered as a technical elective.

The data below demonstrates the continued low enrollment in the certificate degree.

Headcount data:

| MAJOR DESCRIPTION | FALL 2009 | SPRING 2010 | SUMMER 2010 | FALL 2010 | SPRING 2011 | SUMMER 2011 | FALL 2011 | SPRING 2012 | SUMMER 2012 | FALL 2012 | SPRING 2013 | SUMMER 2013 | FALL 2013 | SPRING 2014 | SUMMER 2014 |
|--------------------------------|-----------|-------------|-------------|-----------|-------------|-------------|-----------|-------------|-------------|-----------|-------------|-------------|-----------|-------------|-------------|
| Telecommunications Tech, Cert. | 6 | 5 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 3 | 0 | 1 | 2 | 0 |

Graduate date:

| MAJOR DESCRIPTION | YEAR 2009-10 | YEAR 2010-11 | YEAR 2011-12 | YEAR 2012-13 | YEAR 2013-14 |
|--------------------------------|--------------|--------------|--------------|--------------|--------------|
| Telecommunications Tech, Cert. | 0 | 0 | 0 | 7 | 8 |

Action from the Academic Standards Committee on February 13, 2015

Due to the limited demand for this program and the necessity of offering specialized classes to support this program which increases the burden on the college, the Academic Standards Committee voted to suspend the Telecommunications Technology Certificate program. If the local telecommunications industry demand would increase, the college would be able to reopen this program and begin offering the classes to support the program quickly.

Post-Audit Review

Sustainable Building Technology CAS

For Occupational Programs Implemented Under the Provisions of Series 37 West Virginia Council for Community and Technical College Education

Institution: BridgeValley CTC

Program (Degree and Title): Sustainable Building Technology Certificate

I. Introduction

The program was developed as a part of the AAS and concentrated initially on weatherization courses and LEED (Leadership in Energy and Environmental Design). Several LEED courses were taught as preparation for various LEED certification exams. The remaining courses were focused on green topics and sustainability. Some curriculum information from the US Green Building Council.

The program was slated for termination effective April 2014 due to low enrollment and low interest by potential employers.

II. Goals and Objectives

The CAS was designed to provide students with basic green skills to start employment in green construction companies and companies offering weatherization retrofit services.

III. Assessment

A. Summarize the principal elements of the departmental assessment plan. The plan must include elements to assess student learning and programmatic outcomes.

Exams were used to verify student skills. The weatherization classes focused on hands-on exams and demonstrations. The LEED courses offered written exams as a practice for USGBC certification exams.

B. Provide information on the following elements:

- Educational goals of the program
Provide students with the skills needed for employment in the green and energy conservation fields.
- Measures of evaluating success in achieving goals
Pass rates from courses were the primary means. Other evaluations included employer opinions.
- Identification of the goals which are being successfully met and those which need attention as determined by an analysis of the data

It was quickly realized that the demand for weatherization technicians did not materialize as expected. The need for LEED positions in green industries was much smaller than expected.

- C. Provide information on how assessment data is used to improve program quality. Include specific examples.
The poor completion rates and the lack of employment positions indicated that the sustainable building technology program needed drastic changes in the curriculum to provide the skills necessary for local employment.

IV. Curriculum

- A. Include a summary of degree requirements (including entrance standards and exit standards) and provide commentary on significant features of the curriculum.
None.
- B. Provide a list of courses along with the number of credit hours required for each course. Include specific course titles and numbers. Label as Appendix I. See attached.
- C. Submit a listing of the course delivery modes.
All courses were lecture. The weatherization courses included training to use equipment for installation and testing.

V. Faculty

Submit information on the total number of full-time and part-time faculty utilized per year to deliver the program. Use Appendix II forms. The narrative should summarize points relating to faculty teaching courses within the major (percentage of faculty holding tenure, extent of use of part-time faculty, level of academic preparation, etc.) Data on part-time faculty may be abbreviated, but should minimally include academic degree held and list of courses taught.

A program director, an architect, was initially hired to teach classes. Support came from lab assistants for the weatherization courses and adjuncts for the remaining courses. The program director resigned and was not replaced. The program was staffed by adjuncts afterwards.

VI. Enrollment and Graduates

- A. Submit data indicating the headcount and full-time equivalency (FTE) enrollment along with the number of graduates for each year the program has been in existence. Label as Appendix III.
The program never reached a sustaining enrollment and was unable to produce graduates.
- B. Provide information on graduates in terms of places of employment, starting salary ranges, and number employed in the field of specialization. Include evidence and results of follow-up studies of graduates and employers. The studies should indicate graduate and employer satisfaction with the effectiveness of the educational experience. A summary of the results to be included should indicate the number of individuals surveyed or contacted and the number of respondents.
No data is available since there were no graduates.
- C. Present information on the success of graduates in achieving acceptance into baccalaureate programs.
None.

NOTE: Do not identify students or graduates by name.

VII. Financial

A. Indicate the annual total expenditures to deliver the program and source(s) of funding for the program. Include departmental resources, state appropriated funds, grants and contracts, state funds and student fees.

The program was initiated with a grant. Tuition was provided as a part of the grant in the beginning. When the grant expired, tuition and fees paid for the adjunct instructors.

B. Identify projection of future resource requirements and source of funding. N/A.

VIII. Advisory Committee

List all advisory committee members. Provide information on how the advisory committee has been utilized for program improvement.

An advisory committee was utilized to determine the needs of local employers. As a result, the program was converted to a building design and construction program and the CAS was dropped since only one of the original CAS courses was designated to continue in the new program. This activity was completed at the APC meeting of April, 2014. The request form is attached.

IX. Accreditation

Is an accreditation process available in this field of study? If so, what is the accreditation status of the program?

Building Professional Institute (BPI) and LEED certifications were available to students through separate exams requiring separate fees. Few students were interested in attempting these exams.

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF MAY 1, 2015**

ITEM: **Post-Audit Reports**

RECOMMENDED RESOLUTION: Information Only

STAFF MEMBER: Kristin L. Mallory

BACKGROUND:

According to WVCTCS Series 11 and 37, and BOG Policy C-5, new occupational degree programs initiated at BridgeValley Community and Technical College (BridgeValley) will undergo post-audit review within three years after the date of implementation. The following reports have been submitted for post-audit review and/or follow-up:

| Program | Action | Follow-up |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| CAS - Pre-Engineering | Report submitted to Council | Deferred recommendation-Follow-up August 2016 |
| CAS - Computer Maintenance and Networking | Follow-up report submitted to Council recommending program continuation | No further follow-up required; Program review required in 2018 |
| AAS - Information Systems Security Technology | Post-Audit report approved by BV Academic Standards Committee; recommend program continuation | Submit to WVCTCS for approval |
| AAS - Advanced Manufacturing | Post-Audit report approved by BV Academic Standards Committee; recommend program continuation | Submit to WVCTCS for approval |