



***BOARD  
OF  
GOVERNORS***

**March 22, 2022**

**MEETING SCHEDULE**  
**PIERPONT COMMUNITY & TECHNICAL COLLEGE**  
**BOARD OF GOVERNORS**

**March 22, 2022 at 5:00 PM**

**Pierpont Advanced Technology Center**  
**500 Galliher Drive**  
**Fairmont, WV 26554**  
**Room 216A**

**A videoconference (Zoom) option is available for attendees:**

Join Zoom Meeting

<https://us02web.zoom.us/j/4010744958>

Meeting ID: 401 074 4958

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**5:00 PM    Pierpont Community & Technical College**  
**Board of Governors Meeting**

David L. Hinkle – Chair

Lisa Q. Lang– Vice Chair

Brian S. Bozarth – Secretary

Members: Brian S. Bozarth, Thomas F. Cole, David L. Hinkle, Anthony Hinton, Lisa Q. Lang, Jeffery H. Powell, Rick Pruitte (*Interim*), Larry Puccio, Jr. (*Interim*), Jillian Sole, Anna Romano, and Haley N. Thomas

**PIERPONT COMMUNITY & TECHNICAL COLLEGE  
BOARD OF GOVERNORS MEETING**

**Tuesday, March 22, 2022  
5:00 PM**

**Pierpont Advanced Technology Center  
500 Galliher Drive  
Fairmont, WV 26554  
Room 216 A**

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**AGENDA**

**I. Call to Order in Open Session**

A. Opening Comment (*Chair: David L. Hinkle*)

**II. Roll Call**

**III. Public Comment – Via Email Only**

Written comments will be accepted no later than 12:00 PM on March 22 and can be sent to [acollins11@pierpont.edu](mailto:acollins11@pierpont.edu)

**IV. Approval of Minutes**

***Tab 1 – Action Item***

- A. November 16, 2021 (Regular Meeting)
- B. December 3, 2021 (Special Meeting)
- C. January 13, 2022 (Workshop Meeting)
- D. January 26, 2022 (Special Meeting)
- E. February 9, 2022 (Special Meeting)
- F. February 23, 2022 (Special Meeting)
- G. March 1, 2022 (Special Meeting)

**V. Interim President's Report – Informational**  
(*Dr. Anthony Hancock*)

**VI. Institution Reports**

A. Academic/Student Affairs (*Dr. Michael Waide*)

***Tab 2 – Informational***

- B. Classified Staff (*Mary Jo Rutherford*)
- C. Information Systems (*Ronald Hamilton*)
- D. Student Government Association (*Raven Thomas*)
- E. Pierpont Foundation (*Julie Cryser*)
- F. Finance (*Dale Bradley*)
  - 1. February 28, 2022 Combined Finance Report

***Tab 3 – Informational***

## **VII. Committee of the Whole**

- A. Resolution for Approval of Additional Capital Funding for the Remodel and Expansion of the United Hospital Center (UHC) Building for the Veterinary Technology Program  
(*Dale Bradley, CFO/VP for Finance and Administration*)
- B. Resolution for Approval of Tuition and Fee Changes for AY 222-2023  
(*Dale Bradley, CFO/VP for Finance and Administration*)

***Tab 4 – Action Item***

***Tab 5 – Action Item***

## **VIII. New Business**

- A. Dissolve committees created by the previous BOG
- B. Create the following committees and appoint new members:
  - 1. Bylaws Committee
  - 2. Enrollment and Student Life Committee
  - 3. Finance Committee
  - 4. Executive Committee
  - 5. Faculty and Non-Faculty Handbook Committee
  - 6. Program Evaluation Committee
- C. Updates on Early Childhood Program
  - 1. Location
  - 2. Cost for location
- D. Updates on Culinary Program
  - 1. Equipment ordered
  - 2. Construction started
  - 3. Date for removal of equipment and storage location
  - 4. Update on cost for the program
- E. Discuss hiring an executive secretary for the BOG
- F. Discuss restarting the Presidential Search
- G. Review, discuss, and approve Pierpont advertising
  - 1. Final Four TV Ads
- H. Monongalia County Schools – Affiliation Agreement

***Tab 6 – Informational***

## **IX. Possible Executive Session Under the Authority of WV Code §6-9A-4 for the following:**

- A. Updates on Veterinary Technology Program Location
  - 1. Plans for moving off Fairmont Campus
  - 2. Cost for moving program

***Tab 7 – Informational***



3. Location of temporary operations
  4. Look at options to reduce costs
  5. Review bids for new building location
- B. Discuss A&P Future Location
1. Appoint committee to help with moving off or staying on Fairmont Campus
  2. Appoint two members to begin negotiation with Fairmont and other possible partners
- C. Discuss hiring a law firm or lawyer for BOG to evaluate all contracts, leases, grants, HR issues, and negotiations for movement of programs off Fairmont property
- D. Discuss hiring an accounting firm for a forensic audit
- E. Discuss hiring an accounting firm or appoint BOG committee to approve accounts payable moving forward (payroll excluded)
- F. Review and discuss Interim President's contract (*David L. Hinkle, Chairman of the Board*)

## **X. Upcoming Meetings**

### **A. Special BOG Meeting**

March 23, 2022

5:00 PM

National Aerospace Education Center, Room 103 **or** Zoom videoconference. Please contact Amanda Hawkinberry at [acollins11@pierpont.edu](mailto:acollins11@pierpont.edu) for link.

## **XI. Adjournment**

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Mission Statement: To provide accessible, responsive, comprehensive education that works

Vision: Empowering individuals to transform their lives through education

Tagline: Education that works!

**Tab**

**1**

MINUTES OF NOVEMBER 16, 2021  
BOARD OF GOVERNORS MEETING

**PIERPONT COMMUNITY & TECHNICAL COLLEGE  
BOARD OF GOVERNORS MEETING**

**November 16, 2021**

**2:00 PM**

**MINUTES**

**Notice of Meeting and Attendance**

A meeting of the Pierpont Community & Technical College (Pierpont) Board of Governors was held on November 16, 2021, beginning at 2:00 PM. This meeting was conducted in person at the Pierpont Advanced Technology Center, 500 Galliher Drive, Fairmont WV. Advanced announcement of this meeting was posted on the WV Secretary of State's Meeting Notices Webpage.

*Board Members Present:* Chair –David L. Hinkle, Thomas F. Cole, Lisa Q. Lang, Jeffery H. Powell, Rick Pruitte, Anna Romano, and Jillian Sole (Phone)

*Board Members Absent:* Brian S. Bozarth, Anthony Hinton and Larry Puccio, Jr., and Haley N. Thomas. There is one vacant Board member position.

*President's Executive Cabinet Members Present:*

Interim President Anthony Hancock, Dale Bradley, Julie Cryser, Lyla Grandstaff, Ron Hamilton (phone), Cyndee Sensibaugh, and Michael Waide

*Others in Attendance:*

Guests: Kelly Shafer, Sarah Crouse, and Whitney Merrill of Suttle and Stalnaker, LLC. Pierpont faculty and staff: Rachel Beach, David Beighley, Kari Coffindaffer, Susan Coffindaffer, Amy Cunningham, JJ Davis, Carolyn Fletcher, Amanda Hawkinberry, Nancy Ligus (phone), George Perich, Becky Swiger, Shelly Tharp

**I. Call to Order – Open Session**

*1. Opening Comment*

Mr. David Hinkle, Chair, called the meeting to order in open session at 2:07 PM.

*2. Approval of Board of Governors Minutes from the September 21, 2021 Meeting and September 29 and October 21, 2021 Special Meetings – Action Item*

The Chair moved for a motion to approve the minutes from the September 21, 2021 meeting and the September 29 and October 21, 2021 Special meetings of the Board of Governors. Anna Romano addressed adjustments to the September 21, 2021 Board meeting minutes. In Section II.2 of the minutes a correction to a Board member name was needed, and in Section VI.2b a correction was needed to the Veterinary

Technology Program name. Mr. Tom Cole presented a motion to approve all minutes with the noted corrections to the minutes of September 21, 2021. The motion was second by Lisa Lang. All agreed. Motion carried.

## **II. Interim President's Report – Informational**

Interim President Anthony Hancock announced that Michael P. Waide successfully defended his dissertation for his Doctor of Education Degree on November 12, 2021. Congratulations and a round of applause was bestowed upon Dr. Michael P. Waide by the Board and attendees.

## **III. Institution Reports - Informational**

### *1. Academic Affairs*

Dr. Michael Waide shared that the Academic Affairs Report was provided in detail in the November 16, 2021 Board Book. Dr. Waide announced that on November 15, 2021 he was notified that the Veterinary Technology Program received full accreditation from the American Veterinary Medical Association Committee on Veterinary Technician Education and Activities.

### *2. Classified Staff*

Amanda Hawkinberry shared that Classified Staff Report was provided in detail in the November 16, 2021 Board Book. No questions were received.

### *3. Student Services*

Ms. Lyla Grandstaff shared that the Student Services Report was provided in detail in the November 16, 2021 Board Book. No questions were received.

## **IV. Committee of the Whole**

### *1. October 31, 2021 Combined Finance Report - Informational (Dale Bradley, CFO/VP for Finance and Administration)*

Mr. Bradley shared that the details of the Combined Finance Report were provided in the November 16, 2021 Board Book. It was noted that there was a decrease of \$126,107 from the August 31, 2021 Budget Finance Report. The budget balance as of October 31, 2021 is \$128,144. The Overall Operating Revenue Budget decreased by \$436,541.

The YTD Actuals reflect:

- Realized approximately 46% of projected tuition and fees revenue
- Realized approximately 46% of overall revenues
- Incurred approximately 26% of operating expenses
- The YTD Budget Balance is \$3,042,926

2. *Resolution for Review and Acceptance of the FY 21 Audited Financial Statements by Suttle and Stalnaker, LLC – Action Item*  
(Kelly Shafer, CPA and Sarah Crouse, CPA)

Ms. Kelly Shafer and Ms. Sarah Crouse of Suttle and Stalnaker, LLC presented the Audited Financial Statements for Year Ended June 30, 2021. A review of the Independent Auditors Report – Unmodified Opinion, the Management’s Decision and Analysis, Financial Statements, and Supplementary Information was provided. All Board members were provided with a hard copy of the report prior to the meeting.

The Chair moved for a motion. A motion was offered by Mr. Rick Pruitte to accept the FY 21 Audited Financial Statements as presented. Mr. Jeff Powell seconded the motion. There was no further discussion on the motion. All agreed. Motion carried.

3. *Resolution to Approve Proceeding with a 5-Year Lease for the Pierpont Culinary Program. – Action Item*  
(Dale Bradley, CFO/VP for Finance and Administration)

Mr. Bradley presented a resolution to approve a 5-year lease for the Pierpont Culinary Program.

Chair, David Hinkle, asked for additional details prior to entreating a motion to approve the resolution.

The Chair moved for a motion to table the resolution until the Board can meet to discuss the Culinary Program lease option further. Mr. Jeffery Powell offered a motion to table the resolution to approve a 5-year lease for the Pierpont Culinary Program. Ms. Anna Romano second the motion. All agreed. Motion carried.

## **V. Board Committee Reports**

1. *Finance and Administration Committee (FA) Report*  
(Dale Bradley, CFO/VP for Finance and Administration)

Serving for Mr. Brian Bozarth, Committee Chair, Mr. Dale Bradley informed that there was no report from the Finance and Administration Committee.

## **VI. Upcoming Meetings**

- The next regularly scheduled ATC Advisory Board meeting will be held on Monday, December 13, 2021, via Teams platform at 11:00 am.

- The BOG Workshop Retreat will be held on Friday, December 3, 2021, from 8:00 am to 5:00 pm at Stonewall Resort in Roanoke, WV.

## **VII. Adjournment**

There being no further business, Mr. Hinkle called for a motion to adjourn.

A motion to adjourn was offered by Ms. Lisa Lang and seconded by Thomas Cole. All agreed. Motion carried. The meeting adjourned at 3:12 PM.

*Respectfully submitted by Cyndee K. Sensibaugh*

**Pierpont Mission Statement:** To provide accessible, responsive, comprehensive education that works.

**Pierpont Vision Statement:** Empowering individuals to transform their lives through education.

**Pierpont Tagline:** Education that Works.

MINUTES OF DECEMBER 3, 2021  
ANNUAL WORKING RETREAT  
OF THE BOARD



**PIERPONT COMMUNITY & TECHNICAL COLLEGE  
BOARD OF GOVERNORS SPECIAL MEETING  
December 3, 2021  
4:00 PM**

**MINUTES**

**Notice of Meeting and Attendance**

A special meeting of the Pierpont Community & Technical College (Pierpont) Board of Governors was held on December 3, 2021, beginning at 4:00 PM. This meeting was held at Stonewall Resort, Roanoke, WV, following the Board of Governor's annual workshop. The meeting was published on the West Virginia Secretary of State's Meetings Notice webpage.

**I. Call to Order – Open Session**

*1. Opening Comment*

David Hinkle, Chair, called the meeting to order in open session at 4:00 PM.

*Board members present:*

Brian S. Bozarth, Thomas F. Cole, David L. Hinkle, Anthony Hinton, Jeffery H. Powell, Anna Romano, and Jillian Sole

*Board Members Absent:*

Lisa Q. Lang, Rick Pruitte, Larry J. Puccio, Jr., and Haley Thomas.

*President's Cabinet Members Present:*

Anthony Hancock (President), Dale Bradley, Cyndee Sensibaugh, and Michael Waide

*Others Present:*

David Beighley, and Amanda Hawkinberry

**II. Resolution for Approval to Proceed with 5-Year Lease for Pierpont's Culinary Program – Action Item**

Mr. Dale Bradley presented for approval a resolution to engage a 5-year lease with Middletown Commons for the purpose of relocating Pierpont's Culinary Program from its current site at Locust Avenue.

A discussion was held on the timeline for the move, and the facility parking, security, utilities, insurance, and custodial care. The Board reviewed the current enrollment and the possibilities of enrollment expansion at this new location.

Discussion on offering a retail space was entertained, as well as expanding the lease an additional 5 years.

Chair, David Hinkle, asked for a motion on the resolution. Jillian Sole offered a motion to approve the engagement of a 5-year lease with Middletown Commons, with the stipulation to add the option of an additional 5-years lease and the opportunity to lease a space for the expansion of a retail area. Thomas F. Cole seconded the motion. All agreed. Motion carried.

#### **IV. Adjournment**

There being no further business, Jillian Sole offered a motion to adjourn the meeting at 4:52 PM. Jeffery H. Powell seconded the motion. All agreed. Motion carried.

*Respectfully submitted by Cyndee K. Sensibaugh*

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**Pierpont Community and Technical College  
Board of Governors  
Meeting of December 3, 2021**

**ITEM:** Approval to Proceed with a 5-Year Lease with Middletown Commons for the Culinary Program

**COMMITTEE:** Committee of the Whole

**RECOMMENDED RESOLUTION:** Be it resolved that the Board of Governors approve proceeding with executing a 5-Year Lease of approximately \$125,000 annually with the Middletown Commons for the relocation of Pierpont's Culinary Program.

**STAFF MEMBER:** Dale Bradley

**BACKGROUND:** Based in the Final Separation Agreement, Pierpont must relocate the Culinary Program off the Fairmont State University Locust Avenue Campus by June 30, 2022.

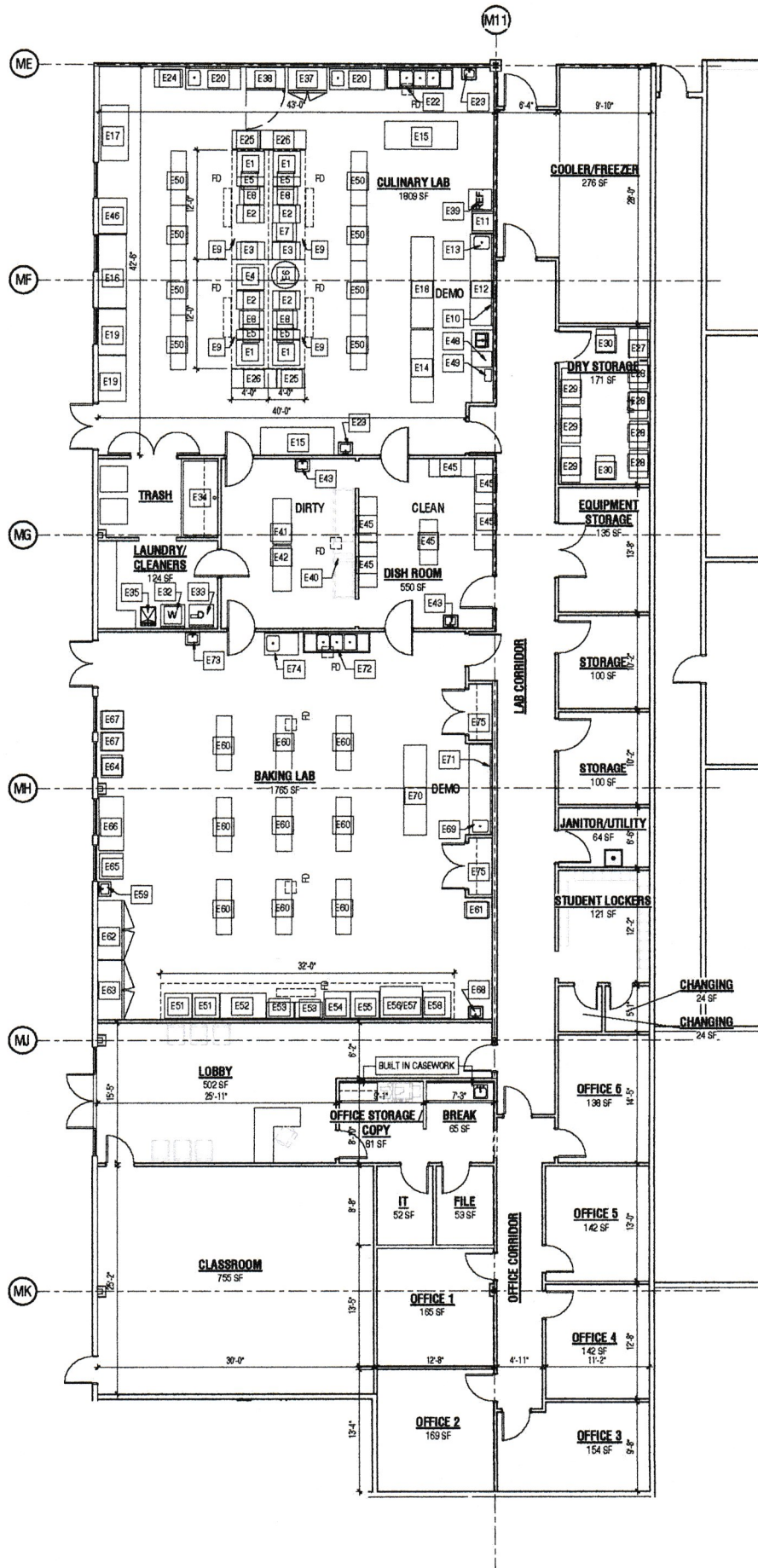
Pierpont Administration has been actively reviewing a variety of possible solution to a location for the Culinary Program that included various partnerships, leasing options, purchasing options and new construction.

Based on Pierpont Administration's analysis of the options, it is recommending that Pierpont lease approximately 9,190 square feet at a rate of approximately \$11.60 per sq. ft. plus Pierpont's pro-rata share of Common Area Maintenance Expenses, Pierpont's pro-rata share of property taxes, and Pierpont's pro-rata share of Landlord's insurance for a combined total of approximately \$125, 000 annually inside the Middletown Commons for the next 5-years to accommodate the relocation of the Culinary Program.

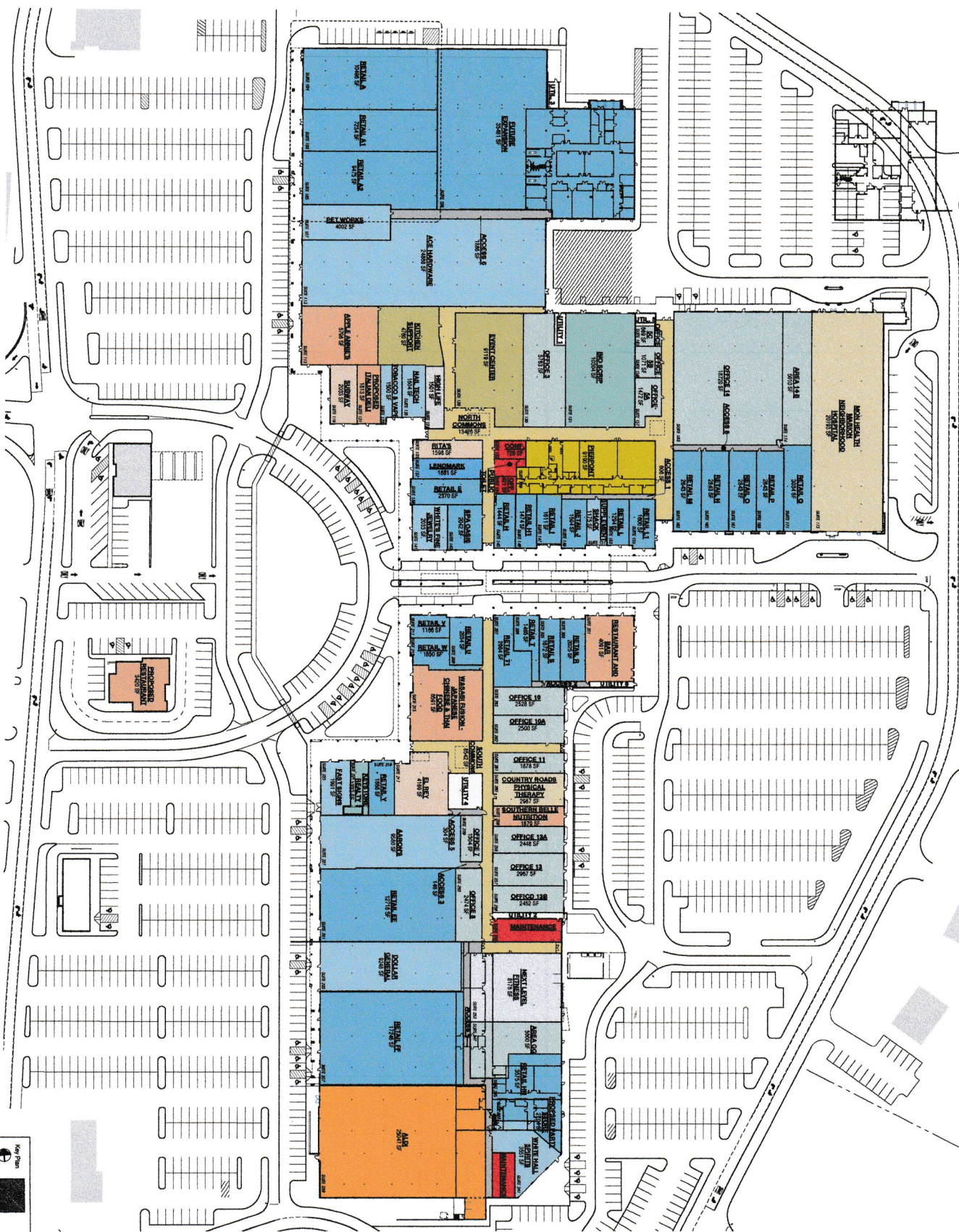
Pierpont's Administration believes this is the most practical viable option for a location for Culinary Program that enables Pierpont to meet to timelines identified in the Final Separation Agreement.

Included is the following additional related information:

- Drawing of the proposed Culinary space at the Middletown Commons.
- Drawing identifying the proposed Culinary space location within the Middletown Commons (Highlighted in green in the central area of the drawing.
- Fact Sheet on the Food Service Management Program from Dean David Beighley.







**MIDDLETOWN COMMONS**  
MASTER PLAN  
2600 WHITE HALL BOULEVARD, WHITE HALL WEST VIRGINIA 26554  
**MASTER PLAN**

NOT FOR  
CONSTRUCTION  
2021-10-19





**Pierpont Community & Technical College**  
School of General Education and Professional Studies  
143 Education Building  
1201 Locust Avenue  
Fairmont, WV 26554

[www.pierpont.edu](http://www.pierpont.edu)

**David M. Beighley, Dean**  
[David.Beighley@pierpont.edu](mailto:David.Beighley@pierpont.edu)  
P | 304-367-4726

**To:** Pierpont Community and Technical College, Board of Governors

**From:** David M. Beighley, Dean for the School of General Education and Professional Studies

**Subject:** Food Service Management Program

**Date:** 29 November 2021

The Food Service Management (FOSM) Program is a key player within state and local food service industry initiatives, having established itself as a preeminent culinary program accredited at “Exemplary Status” by the American Culinary Federation, ranked nationally as a top-five culinary arts program by *Better Choice Schools*, and supported extensively by local business and industry. The design and emphasis of this program has been dictated by the program’s Advisory Board, made up of regional industry and educational representatives.

The hands-on training provided by the FOSM Program is structured to address workforce needs of the food service industry, being comprised of four FOSM A.A.S. degree specializations, three FOSM C.A.S. specializations, two Advanced Skill Sets, and one Skill Set. The curriculum has been designed around existing, industry recognized certifications, such as ServSafe offered through the National Restaurant Association and will ladder into traditional training programs. The curriculum for these programs is designed with needs of industry related to competencies needed for entry-level employees. The outcome of these initiatives is positive job placement for program participants and increased retention rates for employers.

The FOSM Program has worked extensively with its educational partners to establish strategic pathways allowing potential students to identify a career goal and receive training specifically designed to prepare them for successful employment at that level. Pierpont has a strong partnership with the K-12 Education system related to food service curriculum, having established EDGE and ACE Pathways agreements with local Career and Technical Education Centers (CTEs) to encourage students interested in careers in food service to begin their training while still in high school. The career pathways also will promote long-term career growth, laddering credit articulated through EDGE, ACE Pathways, and ProStart at the secondary level into Pierpont’s A.A.S. and C.A.S. degree options. Further, the Food Service Management Program has established articulation agreements with West Virginia University to further ladder into a baccalaureate degree in the latter’s Hospitality and Tourism Management degree program.

The FOSM Program boasts historically strong job placement rates (98% over the last five years) and enrollment numbers. Enrollment headcount, full-time equivalency (FTE), and A.A.S. graduates for the program during the previous five years are identified in the table below:



Academic Year	Headcount	Full-Time Equivalency (FTE)	A.A.S. Graduates
AY 2016-2017	64	56.33	12
AY 2017-2018	73	65.00	12
AY 2018-2019	70	62.20	11
AY 2019-2020	71	61.67	14
AY 2020-2021	77	64.40	15

The purpose of all FOSM programming is to provide workforce training opportunities for students interested in pursuing a career in the food service industry, which has been targeted in West Virginia as a vehicle toward the state's continued economic development. According to the National Restaurant Association, the hospitality industry is poised to increase employment opportunities by 11% nationally by 2029. During that same timeframe, the hospitality industry in West Virginia is expected to grow approximately 10%, according to data prepared by the Bureau of Employment Programs, functioning as an economic engine by contributing \$1.56 to the state's economy for every dollar spent in the tableservice segment and \$1.43 to the state's economy for every dollar spent in the limited-service segment. Further, WorkForce West Virginia projects an 11.69% increase in employment opportunities within the food service industry by 2029, resulting in 60,325 jobs. Local economic development studies additionally have targeted retail activities, including hospitality-based businesses, as a critical component of downtown revitalization projects. This growth rate coupled with the current seasonally adjusted unemployment rate for West Virginia of 4.5% creates challenges for businesses in finding and retaining qualified applicants. Labor Market Projection Data for the Region VI Workforce Investment Area, which includes the same counties as Pierpont's service area, shows positive growth for nine (9) occupations within the Food Service industry. Restaurant Cooks (35-2014) top the list with a projected 1.93% increase. Other food service occupations projected for growth in our region by WorkForce West Virginia include:

Occupation Title	SOC Code	Growth Rate
Food Service Managers	11-9051	0.95
Chefs and Head Cooks	35-1011	0.92
First-Line Supervisors/Managers of Food Preparation and Serving	35-1012	0.91
Institution and Cafeteria Cooks	35-2012	0.32
Restaurant Cooks	35-2014	1.93
Short Order Cooks	35-2015	0.55
Food Preparation Workers	35-2021	0.70
Combined Food Preparation and Service Workers	35-3021	1.48
Waiters and Waitresses	35-3031	0.52

As the scope of the Food Service Management Program is diverse due to four A.A.S. specializations and three C.A.S. specializations, wages and benefits expected for program graduates entering the workforce is similarly varied; the information provided below from the Bureau of Labor Statistics, however, provides a general indication of annual mean wages within West Virginia:

BLS Occupation Title	Annual Mean Wage (WV)
Cook	\$26,470
First-Line Supervisors of Food Preparation and Serving Workers	\$31,240
Chefs and Head Cooks	\$59,960

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Pierpont Community & Technical College is an Equal Opportunity, Affirmative Action Institution



Dietitians and Nutritionists	\$60,630
Recreation Workers	\$33,360
First-Line Supervisors of Personal Service and Entertainment and Recreation Workers, except Gambling Services	\$35,100
Tour and Travel Guides	\$27,130
Bakers	\$26,180

According to representatives from the local food service industry, their greatest needs are in the areas of locating qualified candidates to fill vacancies, and then training and retaining employees once hired. The low unemployment rate coupled with the projected growth of the food service industry continues to make it challenging for employers to identify and retain qualified candidates. At this time, Pierpont is the only provider of post-secondary food service training in the institution's service region.

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MINUTES OF JANUARY 13, 2022  
WORKSHOP MEETING OF THE  
BOARD

**PIERPONT COMMUNITY & TECHNICAL COLLEGE**  
**BOARD OF GOVERNORS WORKSHOP MEETING**  
**January 13, 2022**  
**2:00 PM**

**MINUTES**

**Notice of Meeting and Attendance**

A workshop meeting of the Pierpont Community & Technical College (Pierpont) Board of Governors was held on January 13, 2022, beginning at 2:00 PM. This meeting was held at National Aerospace Education Center, Bridgeport, WV. The meeting was published on the West Virginia Secretary of State's Meetings Notice Webpage.

**I. Call to Order – Open Session**

*1. Opening Comment*

David Hinkle, Chair, called the meeting to order in open session at 2:11 PM.

*Board members present:*

Brian S. Bozarth, Thomas F. Cole, David L. Hinkle, Anthony Hinton, Lisa Q. Lang, Jeffery H. Powell, and Jillian Sole

*Board Members Absent:*

Rick Pruitte, Larry J. Puccio, Jr., Anna Romano, and Haley Thomas.

*President's Cabinet Members Present:*

Dr. Anthony Hancock (President), Dale Bradley, Lyla Grandstaff, Amanda Hawkinberry, and Dr. Michael Waide

*Others Present:*

Dr. Brad Gilbert, Dr. Kari Coffindaffer, and Dr. Susan Coffindaffer

*2. Workgroup Discussion*

Mr. Dale Bradley reviewed the *FY 22 December 31, 2021 Finance Report* with Pierpont's Board of Governors and answered various questions related to the documents.

Ms. Lyla Grandstaff discussed current and past enrollment trends with Pierpont's Board of Governors and answered questions pertaining to enrollment.

## **II. Executive Session – Closed Session**

### *1. Entering Executive Session – Closed Session*

At 4:03 PM, Anthony Hinton moved pursuant to 6-9-A-4(b)2A of the WV Code that the Board shall go into Executive Session to discuss personnel and personnel matters, which if discussed in public might adversely affect the reputation of any person. Lisa Q. Lang seconded the motion. There was no discussion on the motion. All agreed. Motion carried.

Items brought into Executive Session:

- a. Discussion on personal matters and attorney client privilege (*David L. Hinkle, Chairman of the Board*)

### *2. Exiting Executive Session – Back to Open Session*

At 5:04 PM, Lisa Q. Lang motioned to exit Executive Session and return to Open Session. Thomas F. Cole seconded the motion. All agreed. Motion carried.

### *3. Items brought forward from Executive Session*

No items were brought forward from Executive Session.

## **IV. Adjournment**

There being no further business, Lisa Q. Lang offered a motion to adjourn the meeting at 5:08 PM. Thomas F. Cole seconded the motion. All agreed. Motion carried.

*Respectfully submitted by Amanda N. Hawkinberry*

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**Board of Governors  
Budget/Finance Report FY 2022  
Pierpont Community & Technical College  
as of December 31, 2021**

**SUMMARY:**

The projected effect on net assets for FY 2022 as of December 31, 2021, is an increase of \$62,470.

**UNRESTRICTED OPERATING FUNDS:**

The Budget Balance as of December 31, 2021, of \$62,470 represents a decrease of (\$65,675) from the August 31, 2021 Budget/Finance Report.

There was no change to the overall Operating Revenue Budget. There was a transfer of \$14,500 between revenue categories; specifically from "Other Operating Revenues" to "Tuition and Fees" in the Fund Manager controlled funds.

The overall Operating Expense Budget increased by \$65,675. The was primarily related to the establishment of a one-time budget for the President Search

As of this report date, the YTD Actuals reflect the following:

- The institution has realized approximately 44% of projected tuition and fees revenue.
- The institution has realized approximately 44% of overall revenues.
- The institution has incurred approximately 40% of operating expenses.
- The Year-To-Date Actual Budget Balance is \$965,845.

Pierpont Community & Technical College  
Actual vs Budget Statement of Revenues and Expenses  
Current Unrestricted (Including Depreciation)  
As of December 31, 2021

		Approved Budget	Current Budget	YTD Actual	YTD Actual to Current Budget
OPERATING REVENUE	Tuition and Fees	7,387,309	7,546,982	3,332,699	44.16%
	Auxiliary Enterprise Revenue	457,000	140,000	128,527	91.81%
	Other Operating Revenues	303,253	299,373	40,783	13.62%
	<b>Total:</b>	<b>8,147,562</b>	<b>7,986,355</b>	<b>3,502,009</b>	<b>43.85%</b>
OPERATING EXPENSE	Salaries	7,798,934	7,433,786	3,094,131	41.62%
	Benefits	1,702,872	1,740,885	626,067	35.96%
	Student financial aid-scholarships	248,252	248,252	83,917	33.80%
	Utilities	193,062	192,562	84,013	43.63%
	Supplies and Other Services	4,479,713	4,660,046	1,854,455	39.79%
	Equipment Expense	85,695	76,312	33,188	43.49%
	Fees retained by the Commission	101,407	101,407	46,786	46.14%
	Loan cancellations and write-offs	100,000	100,000	0	0.00%
	Assessment for Auxiliary Fees & Debt Service	457,000	0	0	0.00%
	<b>Total:</b>	<b>15,166,935</b>	<b>14,553,250</b>	<b>5,822,557</b>	<b>40.01%</b>
OPERATING INCOME / (LOSS)		(7,019,373)	(6,566,895)	(2,320,548)	
NONOPERATING REVENUE (EXPENSE)	State Appropriations	7,820,129	7,820,129	3,284,454	42.00%
	Gifts	115,000	102,700	0	0.00%
	Investment Income	69,846	69,846	1,939	2.78%
	Assessment for E&G Capital & Debt Service Costs	(515,145)	(515,145)	0	0.00%
	<b>Total:</b>	<b>7,489,830</b>	<b>7,477,530</b>	<b>3,286,393</b>	<b>43.95%</b>
TRANSFERS & OTHER	Capital Expenditures	(22,290)	(22,290)	0	0.00%
	Construction Expenditures	0	0	0	0.00%
	Transfers for Financial Aid Match	(30,875)	(30,875)	0	0.00%
	Indirect Cost Recoveries	0	0	0	0.00%
	Transfers for Capital Projects	(395,000)	(395,000)	0	0.00%
	Transfers - Other	0	0	0	0.00%
	<b>Total:</b>	<b>(448,165)</b>	<b>(448,165)</b>	<b>0</b>	<b>0.00%</b>
BUDGET BALANCE UNRESTRICTED		22,292	462,470	965,845	
Less Depreciation (Net of Capitalized Assets)		(400,000)	(400,000)	0	
BUDGET BALANCE LESS DEPRECIATION		(377,708)	62,470	965,845	
Add: UNRESTRICTED NET ASSETS - Beginning of Year		(12,025,481)	(12,025,481)		
Less: USE OF RESERVE		0	0		
Equals: PROJECTED UNRESTRICTED NET ASSETS - End of Year		(12,403,189)	(11,963,011)		

\* Unrestricted Net Assets - Beginning of Year is after adding back the projected OPEB liability at June 30, 2021 in the amount of \$404,855.

\* Unrestricted Net Asset Balance is -82.63% of the current budgeted total operating expense. Management has established a target of 15% or \$2,161,988 as the goal for the level of unrestricted net asset balance that should be maintained.

**Pierpont Community & Technical College**  
**Actual vs Budget Statement of Revenues and Expenses**  
**Current Unrestricted - President**

As of December 31, 2021

		<b>Approved Budget</b>	<b>Current Budget</b>	<b>Actual YTD</b>	<b>YTD Actual to Current Budget</b>
<b>OPERATING REVENUE</b>					
	Tuition and Fees	5,835,788	6,148,210	2,876,216	46.8%
	Other Operating Revenues	298,253	5,000	22,558	451.2%
	<b>Total:</b>	<b>6,134,041</b>	<b>6,153,210</b>	<b>2,898,774</b>	<b>47.11%</b>
<b>OPERATING EXPENSE</b>					
	Salaries	7,238,361	6,999,549	2,921,634	41.74%
	Benefits	1,618,039	1,682,909	601,880	35.76%
	Student financial aid-scholarships	237,252	237,252	76,711	32.33%
	Utilities	190,063	189,563	83,869	44.24%
	Supplies and Other Services	3,435,726	3,404,947	1,694,842	49.78%
	Equipment Expense	27,702	20,068	26,417	131.64%
	Loan cancellations and write-offs	100,000	100,000	0	0.00%
	Fees retained by the Commission	101,407	101,407	46,786	46.14%
	<b>Total:</b>	<b>12,948,549</b>	<b>12,735,695</b>	<b>5,452,139</b>	<b>42.81%</b>
<b>OPERATING INOCME / (LOSS)</b>		<b>(6,814,508)</b>	<b>(6,582,485)</b>	<b>(2,553,365)</b>	
<b>NONOPERATING REVENUE (EXPENSE)</b>					
	State Appropriations	7,820,129	7,820,129	3,284,454	42.00%
	Gifts	96,000	96,000	0	0.00%
	Investment Income	69,846	69,846	1,939	2.78%
	Assessment for E&G Capital & Debt Service Costs	(515,145)	(515,145)	0	0.00%
	<b>Total:</b>	<b>7,470,830</b>	<b>7,470,830</b>	<b>3,286,393</b>	<b>43.99%</b>
<b>TRANSFERS &amp; OTHERS</b>					
	Capital Expenditures	0	0	0	0.00%
	Construction Expenditures	0	0	0	0.00%
	Transfers for Financial Aid Match	(30,875)	(30,875)	0	0.00%
	Transfers for Capital Projects	(395,000)	(395,000)	0	0.00%
	Transfers - Other	0	0	0	0.00%
	<b>Total:</b>	<b>(425,875)</b>	<b>(425,875)</b>	<b>0</b>	<b>0.00%</b>
<b>BUDGET BALANCE</b>		<b>230,447</b>	<b>462,470</b>	<b>733,028</b>	
<b>Less Depreciation (Net of Capitalized Assets)</b>		<b>(400,000)</b>	<b>(400,000)</b>	<b>0</b>	
<b>BUDGET BALANCE LESS DEPRECIATION</b>		<b>(169,553)</b>	<b>62,470</b>	<b>733,028</b>	
<b>Add: UNRESTRICTED NET ASSETS - Beginning of Year</b>		<b>(13,599,471)</b>	<b>(13,599,471)</b>		
<b>Less: USE OF RESERVE</b>		<b>0</b>	<b>0</b>		
<b>Equals: PROJECTED UNRESTRICTED NET ASSETS - End of Year</b>		<b>(13,769,024)</b>	<b>(13,537,001)</b>		

\* Unrestricted Net Assets - Beginning of Year is after adding back the projected OPEB liability at June 30, 2021 in the amount of \$404,855.



Pierpont Community & Technical College  
Actual vs Budget Statement of Revenues and Expenses  
Current Unrestricted - Fund Manager  
As of December 31, 2021

		Approved Budget	Current Budget	Actual YTD	YTD Actual to Current Budget
<b>OPERATING REVENUE</b>	Tuition and Fees	1,551,521	1,398,772	456,483	32.63%
	Other Operating Revenues	5,000	294,373	18,225	6.19%
	<b>Total:</b>	<b>1,556,521</b>	<b>1,693,145</b>	<b>474,708</b>	<b>28.04%</b>
<b>OPERATING EXPENSE</b>	Salaries	560,574	434,237	172,497	39.72%
	Benefits	84,833	57,976	24,187	41.72%
	Student financial aid - scholarships	11,000	11,000	5,705	51.86%
	Utilities	2,999	2,999	144	4.80%
	Supplies and Other Services	1,043,987	1,115,099	104,601	9.38%
	Equipment Expense	57,994	56,244	6,771	12.04%
	Loan cancellations and write-offs	0	0	0	0.00%
	<b>Total:</b>	<b>1,761,387</b>	<b>1,677,555</b>	<b>313,905</b>	<b>18.71%</b>
<b>OPERATING INCOME / (LOSS)</b>		<b>(204,866)</b>	<b>15,590</b>	<b>160,803</b>	
<b>NONOPERATING REVENUE (EXPENSE)</b>	Gifts	19,000	6,700	0	0.00%
	Investment Income	0	0	0	0.00%
	<b>Total:</b>	<b>19,000</b>	<b>6,700</b>	<b>0</b>	<b>0.00%</b>
<b>TRANSFERS &amp; OTHER</b>	Capital Expenditures	(22,290)	(22,290)	0	0.00%
	Construction Expenditures	0	0	0	0.00%
	Indirect Cost Recoveries	0	0	0	0.00%
	Transfers - Other	0	0	0	0.00%
	Transfer - for Capital Projects	0	0	0	0.00%
	<b>Total:</b>	<b>(22,290)</b>	<b>(22,290)</b>	<b>0</b>	<b>0.00%</b>
<b>BUDGET BALANCE</b>		<b>(208,156)</b>	<b>(0)</b>	<b>160,803</b>	
<b>Add: UNRESTRICTED NET ASSETS - Beginning of Year</b>		<b>1,556,350</b>	<b>1,556,350</b>		
<b>Less: USE OF RESERVE</b>		<b>0</b>	<b>0</b>		
<b>Equals: PROJECTED UNRESTRICTED NET ASSETS - End of Year</b>		<b>1,348,194</b>	<b>1,556,350</b>		



Pierpont Community & Technical College  
Actual vs Budget Statement of Revenues and Expenses  
Auxiliary - Pierpont C&TC - Clearing

As of December 31, 2021

		Approved Budget	Current Budget	Actual YTD	YTD Actual to Current Budget
<b>OPERATING REVENUE</b>	Auxiliary Enterprise Revenue	457,000	140,000	128,527	91.81%
	<b>Total:</b>	<b>457,000</b>	<b>140,000</b>	<b>128,527</b>	<b>91.81%</b>
<b>OPERATING EXPENSE</b>	Loan cancellations and write-offs	0	0	0	0.00%
	Assessment for Auxiliary Fees & Debt Service	457,000	0	0	0.00%
	Supplies and Other Services	0	140,000	55,012	39.29%
	Student financial aid-scholarships	0	0	1,501	0.00%
	<b>Total:</b>	<b>457,000</b>	<b>140,000</b>	<b>56,513</b>	<b>40.37%</b>
<b>OPERATING INCOME / (LOSS)</b>		<b>0</b>	<b>0</b>	<b>72,014</b>	
<b>BUDGET BALANCE</b>		<b>0</b>	<b>0</b>	<b>72,014</b>	
<b>Add: UNRESTRICTED NET ASSETS - Beginning of Year</b>		<b><u>17,640</u></b>	<b><u>17,640</u></b>		
<b>Equals: PROJECTED UNRESTRICTED NET ASSETS - End of Year</b>		<b><u>17,640</u></b>	<b><u>17,640</u></b>		

MINUTES OF JANUARY 26, 2022  
SPECIAL MEETING OF THE BOARD

**PIERPONT COMMUNITY & TECHNICAL COLLEGE  
BOARD OF GOVERNORS SPECIAL MEETING  
January 26, 2022  
5:00 PM**

**National Aerospace Education Center (NAEC)  
1050 East Benedum Industrial Drive, Room 103  
Bridgeport, WV 26330**

**MINUTES**

**Notice of Meeting and Attendance**

A special meeting of the Pierpont Community & Technical College (Pierpont) Board of Governors was held on January 26, 2022, beginning at 5:00 PM. This meeting was held at the National Aerospace Education Center, Bridgeport, WV. The meeting was published on the West Virginia Secretary of State's Meetings Notice Webpage.

**I. Call to Order – Open Session**

*1. Opening Comment*

David Hinkle, Chair, called the meeting to order in open session at 5:07 PM.

*Board members present:*

Brian S. Bozarth, Thomas F. Cole, David L. Hinkle, Anthony Hinton, Lisa Q. Lang, Jeffery H. Powell, Larry J. Puccio, Jr., Anna Romano, and Jillian Sole

*Board Members Absent:*

Rick Pruitte and Haley Thomas

*Others Present:*

Members of President's Cabinet, faculty, staff, and others

**II. Executive Session – Closed Session**

*1. Entering Executive Session – Closed Session*

Jillian Sole moved that the Board go into Executive Session in accordance with WV Code §6-9A-4. Anthony Hinton seconded the motion. All agreed. Motion carried.

Items brought into Executive Session:

- a. Review and discuss institutional operations, functions, and structure (*David L. Hinkle, Chairman of the Board*)

*2. Exiting Executive Session – Back to Open Session*

Jillian Sole moved to exit Executive Session and return to Open Session. Jeffrey H. Powell seconded the motion. All agreed. Motion carried.

*3. Items brought forward from Executive Session*

The Pierpont Board of Governors will meet on February 2, February 9, and February 16, 2022 at 5:00 p.m. The meetings will take place at the National Aerospace Education Center in Bridgeport, WV.

**a. Review cost analysis of the Veterinary Technology and Culinary programs**

Anthony Hinton moved:

That the Pierpont Board of Governors will meet on February 2, 2022 at 5:00 p.m. to review a cost projection the Veterinary Technology and Culinary program. The cost projection will include a clear understanding of what funding is available and what the gap is for each program.

Jeffrey H. Powell seconded the motion. All agreed. Motion carried.

**b. Move forward with a discussion of a strategic partnership with Fairmont State University**

Anthony Hinton moved:

That the Pierpont Board of Governors will discuss a potential strategic partnership between Pierpont Community & Technical College and Fairmont State University to look at opportunities from an operational perspective.

Anthony Hinton moved to amend this motion by inserting the statement that Pierpont Community & Technical College will engage with a legislative consultant to assist in the exploratory process with the intent of maintaining the College's best interests.

Jillian Sole seconded the motion. All agreed. Motion carried.

**c. Pause on spending of new programs**

Anthony Hinton moved:

That Pierpont Community & Technical College will pause spending on any new programs until Pierpont sees where strategic partnership with Fairmont State University may lead.

Anna Romano seconded the motion. All agreed. Motion carried.

**d. Pause Pierpont Community & Technical College's Presidential Search**

Jillian Sole moved:

That Pierpont Community & College will pause the Presidential Search for 30 days.

Anthony Hinton seconded the motion. All agreed. Motion carried.

**IV. Adjournment**

There being no further business, Jeffery H. Powell offered a motion to adjourn the meeting. Brian S. Bozarth seconded the motion. All agreed. Motion carried.

*Respectfully submitted by Amanda N. Hawkinberry*

**Pierpont Mission Statement:** To provide accessible, responsive, comprehensive education that works.

**Pierpont Vision Statement:** Empowering individuals to transform their lives through education.

**Pierpont Tagline:** Education that Works.

MINUTES OF FEBRUARY 9, 2022  
SPECIAL MEETING OF THE BOARD

**PIERPONT COMMUNITY & TECHNICAL COLLEGE  
BOARD OF GOVERNORS SPECIAL MEETING  
February 9, 2022  
5:00 PM**

**National Aerospace Education Center (NAEC)  
1050 East Benedum Industrial Drive, Room 103  
Bridgeport, WV 26330**

**MINUTES**

**Notice of Meeting and Attendance**

A special meeting of the Pierpont Community & Technical College (Pierpont) Board of Governors was held on February 9, 2022, beginning at 5:00 PM. This meeting was held at the National Aerospace Education Center, Bridgeport, WV. The meeting was published on the West Virginia Secretary of State's Meetings Notice Webpage.

**I. Call to Order – Open Session**

1. *Opening Comment*

David Hinkle, Chair, called the meeting to order in open session at 5:08 PM.

*Board members present:*

Brian S. Bozarth, Thomas F. Cole, David L. Hinkle, Anthony Hinton, Lisa Q. Lang, Jeffery H. Powell, Anna Romano, and Jillian Sole

*Board Members Absent:*

Rick Pruitte, Larry J. Puccio, Jr. and Haley Thomas

*Others Present:*

Members of President's Cabinet, faculty, staff, and others

**II. Committee of the Whole**

1. Resolution for Approval to Execute Lease with Middletown Commons for the Culinary Program (*Dale Bradley, CFO/VP of Finance and Administration*) – **Action Item**

Chairman Hinkle called for a motion to approve the lease but not the budget for relocation. Thomas F. Cole offered a motion to approve the lease for the space of the Culinary program. Jeffery H. Powell seconded the motion. All agreed. Motion carried.

### III. Executive Session – Closed Session

#### 1. *Entering Executive Session – Closed Session*

Lisa Q. Lang moved that the Board go into Executive Session in accordance with WV Code §6-9A-4. Anthony Hinton seconded the motion. All agreed. Motion carried.

Items brought into Executive Session:

- a. Review and discuss institutional operations, functions, and structure (*David L. Hinkle, Chairman of the Board*)

#### 2. *Exiting Executive Session – Back to Open Session*

Anthony Hinton moved to exit Executive Session and return to Open Session. Jillian Sole seconded the motion. All agreed. Motion carried.

### IV. Committee of the Whole

1. Resolution for Approval of Capital Funding for the Purchase of Equipment; Information Technology Infrastructure; Furniture and Fixtures; and Relocation Costs to facilitate the relocation of the Culinary Program to the Middletown Commons. (*Dale Bradley, CFO/VP of Finance and Administration*) – **Action Item**

Anthony Hinton moved to approve \$400,000 to move forward with the purchase of equipment for the culinary program's relocation. Jeffery H. Powell seconded the motion. All agreed. Motion carried.

### V. Adjournment

There being no further business, Jeffery H. Powell offered a motion to adjourn the meeting. Thomas F. Cole seconded the motion. All agreed. Motion carried.

*Respectfully submitted by Amanda N. Hawkinberry*

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**Pierpont Tagline:** Education that Works.



**Pierpont Community and Technical College  
Board of Governors  
Meeting of February 9, 2022**

**ITEM:** Approval to execute the 5-Year Lease with Middletown Commons for the Culinary Program

**COMMITTEE:** Committee of the Whole

**RECOMMENDED RESOLUTION:** Be it resolved that the Board of Governors approves executing a 5-Year Lease of \$125,000 annually with the Middletown Commons for the relocation of Pierpont's Culinary Program.

**STAFF MEMBER:** Dale Bradley

**BACKGROUND:** In the November 16, 2021 the Board of Governors approved proceeding with executing a 5-Year Lease of approximately \$125,000 with the Middletown Commons for the relocation of Pierpont's Culinary Program.

The attached lease has been reviewed and approved by the WV Real Estate Division and reviewed and Approved as to Form by the WV Attorney General's Office. Also attached is the Request to Proceed with leasing the space approved by John McHugh, Executive Director, WV Real Estate Division and Ann Urling, Deputy Chief of Staff, Office of Governor Jim Justice.

It is estimated that it will require approximately \$455,000 in Capital Funds for equipment, information technology infrastructure, office furnishings and general relocation costs to facilitate establishing the Culinary Program in the proposed leased space. All equipment and furniture purchased will remain the property of Pierpont and can be removed at the conclusion of the lease.

It is estimated that the institution will incur additional annual operating cost of approximately \$173,000 for the Culinary Program to operate in the proposed lease space.

**Pierpont Community and Technical College  
Board of Governors  
Meeting of February 9, 2022**

<b>ITEM:</b>	Approval of Capital Funding for the purchase of equipment, information technology infrastructure, furniture and fixtures, and relocation costs to facilitate the relocation of the Culinary Program to the Middletown Commons.
<b>COMMITTEE:</b>	Committee of the Whole
<b>RECOMMENDED RESOLUTION:</b>	Resolved that the Pierpont Community & Technical College Board of Governors approve up to \$455,000 in Capital Funds for the purchase of equipment, information technology infrastructure, furniture and fixtures, and relocation costs to facilitate the relocation of the Culinary Program to the Middletown Commons.
<b>STAFF MEMBER:</b>	Dale Bradley
<b>BACKGROUND:</b>	<p>In the November 16, 2021 the Board of Governors approved proceeding with executing a 5-Year Lease of approximately \$125,000 with the Middletown Commons for the relocation of Pierpont's Culinary Program.</p> <p>It is estimated that it will require approximately \$455,000, see included Culinary Program Relocation Projected Costs below, in Capital Funds for equipment, information technology infrastructure, office furnishings and general relocation costs to facilitate establishing the Culinary Program in the proposed leased space. All equipment and furniture purchased will remain the property of Pierpont and can be removed at the conclusion of the lease.</p>

## Culinary Program Relocation Projected Costs

Description	Amount/Commitments
Information Technology & Security	\$ 50,000
Kitchen Equipment	\$ 350,000
FF&E Offices	\$ 30,000
Relocation Costs	\$ 25,000
<b>Total</b>	<b>\$ 455,000</b>



500 Galliher Drive  
Fairmont, WV 26554

P | 304-367-4752

F | 304-367-4881

[www.pierpont.edu](http://www.pierpont.edu)

*Gifts of the  
Spirit  
to  
Future and Education*

January 10, 2022

Ms. Ann Urling, Deputy Chief of Staff  
Office of Governor Jim Justice  
1900 Kanawha Blvd. East  
Building 1, Room 146M  
Charleston, West Virginia 25305

Mr. John McHugh, Executive Director  
Real Estate Division  
601 57<sup>th</sup> Street, S.E., Suite #3  
Charleston, West Virginia 25304

Dear Ms. Urling and Mr. McHugh:

The following information is provided regarding Pierpont Community & Technical College's (PCTC) request to lease space in the Middletown Commons in Whitehall, WV for the relocation of our Culinary Arts Program.

On April 1, 2021, Pierpont Community & Technical College Board of Governors, and the Fairmont State University (FSU) Board of Governors, on the behalf of each institution, entered into a FINAL SEPARATION AGREEMENT (Attached) between the two institutions. Prior to this Final Separation Agreement, the two institutions shared in the ownership of all Education and General properties as was specified in the SEPARATION OF ASSETS AND LIABILITIES AGREEMENT effective July 1, 2009. The April 1, 2021 Final Separation Agreement establishes that certain shared properties would be transferred to PCTC solely and in exchange PCTC must vacate certain properties previously subject to shared ownership by June 30, 2021 and June 30, 2022, respectively, dependent on the academic program identified in the final separation. PCTC, prior to the final separation, had controlled and shared in the ownership of approximately 135,000 sq. ft. of space on various shared ownership campuses throughout North Central WV. After the final separation, PCTC's control and ownership is/will be approximately 48,000 sq. ft. compared to the previous 135,000 sq. ft.

Through this separation Pierpont relocated all activities from previously shared ownership properties by June 30, 2021, except for PCTC's Veterinary Technology, Culinary Arts, Early Childhood, and Aviation Maintenance Technician Programs which must be relocated by June 30, 2022. All activities that had to be relocated by June 30, 2021 have been relocated to PCTC's North

*Practical... Possible... Pierpont*

Pierpont Community & Technical College is an Equal Opportunity, Affirmative Action Institution

Central Advanced Technology Center or the Gaston Caperton Center in Clarksburg, WV. The Gaston Caperton Center in Clarksburg, WV and the surrounding property became PCTC property effective June 30, 2021 as specified in the April 1, 2021 Final Separation Agreement.

In preparation for the relocation of programs that must vacate FSU facilities by June 30, 2022, PCTC is actively engaged in investigating possible properties that can accommodate the specialized space needs of the programs in question. One such property that PCTC has identified, that meets the needs to accommodate the Culinary Arts Program, is approximately 9,190 sq. ft. of space in the Middletown Commons in Whitehall, WV

The 9,190 sq. ft. of space (Drawing of Space Attached) PCTC is requesting approval to lease (Proposed Lease Attached) meets the current and future growth needs of the Culinary Arts Program and allows PCTC to meet the June 2022 deadline to vacate FSU facilities. The lease rate for the property is \$13.60 per sq. ft. for a total cost of \$124,983.96 annually for the next 5-years.

PCTC's Board of Governors approved moving forward with leasing the space in Middletown Commons in their Board meeting on December 3, 2021.

I hope this information and attachments are sufficient to justify your approval for PCTC's moving forward with leasing \$9,190 sq. ft. of space in the Middletown Commons in Whitehall, WV for the relocation of our Culinary Arts Program. As you can see PCTC needs to secure addition properties for our Early Childhood, and Aviation Maintenance Technician Programs to comply with the FINAL SEPARATION AGREEMENT and this is a critical step in PCTC's successful transition from FSU. Please contact me if you need any additional information.

Sincerely

*Dale Bradley*

Dale Bradley  
Vice President for Finance and Administration

APPROVED

*John R. 7/62* 11/10/2022  
Mr. John McHugh, Executive Director, WV Real Estate Division DATE

APPROVED

*Ann Vincent Urling* 11/20/2022  
Ms. Ann Urling, Deputy Chief of Staff DATE

## CONTRACT OF LEASE

THIS CONTRACT OF LEASE, made JANUARY 21, 2022, by and between GENERAL ACQUISITIONS LLC, a Limited Liability Company, hereinafter referred to as "Lessor," and the STATE OF WEST VIRGINIA, by the PIERPONT COMMUNITY AND TECHNICAL COLLEGE, hereinafter referred to as "Lessee" or "Tenant".

WHEREAS, pursuant to provisions of Chapter 5A, Article 10, Code of West Virginia, as amended, a Chief Executive Officer of the PIERPONT COMMUNITY AND TECHNICAL COLLEGE certifies that the space herein leased is necessary for the proper function of this department, and if the leasehold is not State property, that satisfactory space is not otherwise available in other buildings now owned by the State; and

### NOW THEREFORE, THIS CONTRACT OF LEASE WITNESSETH:

That for and in consideration of the full and complete performance of the covenants, terms, and conditions hereinafter set forth, the Lessor hereby leases unto the Lessee the following described Premises:

Space consisting of approximately 9,190 square feet, more or less, located at 2600 Middletown Commons, Suite 155 in the Town of White Hall, Marion County, West Virginia (hereinafter referred to as the "Premises") and as depicted in the floor plan attached hereto and collectively referred to as Exhibit "A", if applicable, in the shopping center designated as Middletown Commons, or by such other name as Lessor may from time to time hereafter designate, (the "Property").

The parties hereto covenant and bind themselves as follows:

#### (1) USE

Tenant shall use the Premises for the operation of a culinary school and in compliance with all applicable federal, state and local laws, codes, rules and regulations ("Laws").

#### (2) TERM AND NOTICES

The term of this Contract of Lease, subject to the provisions hereof, shall commence on **June 1, 2022, and end at midnight on May 31, 2027**. This Contract of Lease shall be considered renewed for each ensuing fiscal year during the term of the Contract of Lease unless it is validly canceled by the Lessee before the end of the then current fiscal year.

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 the Lessee

Pierpont Community and Technical College  
500 Galliher Drive  
Fairmont, WV 26554

##### To the Lessor

General Acquisitions LLC  
6200 Mid-Atlantic Drive  
Morgantown, WV 26508

#### (3) LESSOR'S WORK

(a) Preparation of Premises. On or before the Commencement Date Lessor, at its sole cost, shall construct, install and complete the work described on Exhibit "B", ("Lessor's Work"). Other than Lessor's Work, any work done by Lessor at Tenant's request shall be at Tenant's expense, and shall be paid for by Tenant in such manner as Lessor may reasonably require (including prepayment).

(b) Compliance with Laws. All of Lessor's Work shall be in compliance with State Fire Marshal Regulations, the Americans with Disabilities Act, and all other building codes and industry standards as required by local, State and Federal codes and the authority having jurisdiction.

(c) Delivery of Premises. In the event the date on which Lessor delivers the Premises to Tenant occurs after the Commencement Date, said delivery of the Premises under this Section shall have no effect on the definition of Commencement Date and shall not change the Term as specified under Section 2 above.

#### **(4) TENANT'S WORK**

Tenant, at its sole cost, shall have the right to complete the tenant improvements which are expressly identified in Exhibit "C", if applicable, attached hereto and made a part hereof by this reference, as being Tenant's responsibility, if any ("Tenant's Work"). Lessor hereby consents to Tenant performing Tenant's Work. Tenant, at Tenant's sole cost and expense, shall be responsible for acquiring all furniture, fixtures, equipment, and appliances, and performing such remaining work as is necessary to prepare the Premises to open and operate as a culinary school.

#### **(5) RENT**

(a) Base Rent. The Lessee covenants that the Tenant shall pay unto the Lessor as rent for the premises herein leased, the sum of **TEN THOUSAND, FOUR HUNDRED FIFTEEN DOLLARS AND THIRTY-THREE CENTS (\$10,415.33) PER MONTH (\$13.60 annual per square foot rate) for the period of June 1, 2022 through May 31, 2027**, payable upon receipt of invoice from Lessor to the Tenant and payable on the first day of every month for the preceding month during the term of this Contract of lease. Tenant shall also pay Lessor a prorated rent for any fractional or partial month if the Commencement Date falls on any other day than the first day of the calendar month as described in Section 2 above.

(b) Base Rent with Improvements.

**INTENTIONALLY LEFT BLANK**

#### **(6) UTILITIES AND OTHER RELATED SERVICES**

(a) Lessor. Lessor shall furnish and timely pay when due and payable, at no additional cost to the Lessee or Tenant, the following services to or for the benefit of the Premises:

- (i) Snow and ice removal from the parking areas, driveways, sidewalks and other Common Areas.
- (ii) To the extent not included in the janitorial service, garbage removal from the Property and Common Areas.
- (iii) Window washing services for the exterior windows of the building at least twice annually.
- (iv) Heating, ventilation and air conditioning ("HVAC") service sufficient to maintain a temperature range at all times in the Premises between 68° F and 76° F. Tenant, at its expense, and with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, may install such supplemental air-conditioning units within the Premises as Tenant deems necessary, provided that such supplemental units do not interfere with or affect the HVAC system serving the Premises and building.

(b) Tenant. Tenant, at its expense, shall furnish and provide payment to the applicable company or vendor for the following utilities and services to or for the benefit of the Premises:



- (i) Electricity, gas, water and sewer service.
- (ii) Voice and Data.
- (iii) Janitorial service and supplies.
- (iv) Tenant shall have the right to install a key card access system or any other security system for the Premises, using such security services provider as Tenant may choose in its sole discretion. Tenant, at its sole discretion, can elect to remove said system at any time, provided that Tenant, at its sole expense, shall repair any damage resulting from such removal.

(c) Interruption. If any utilities or services are interrupted for reasons solely within Lessor's control and as a result, Tenant's use of the Premises is interrupted for ten (10) consecutive business days, Tenant's obligation to pay Rent shall equitably abate commencing upon the eleventh (11th) business day and continuing until such time as the interruption ceases. In the event Tenant's ingress to or egress from the Premises is interfered with such that Tenant is unable to conduct its business at the Premises for a period in excess of ten (10) consecutive business days, Tenant's Rent shall equitably abate commencing upon the eleventh (11th) business day and continuing until such time as the interference ceases.

#### **(7) MAINTENANCE**

(a) Lessor. Lessor shall maintain and promptly make all necessary repairs and replacements to the Premises, building, and Common Areas, including without limitation, the foundation, structure, exterior walls, exterior windows, exterior doors, roof, ceilings, gutters, downspouts, plumbing, paint, carpet, electrical, light fixtures and bulbs, the building's HVAC and associated filters and other building systems, parking areas, driveways, sidewalks and landscaping.

(b) Tenant. Tenant, at its sole expense, shall maintain its personal property, equipment, and trade fixtures within the interior of the Premises.

(c) Compliance with Laws. Lessor represents and warrants to Tenant, that to the best of Lessor's knowledge, throughout the Term of this Lease, the Premises, building and Common Areas are and shall remain in compliance with all applicable Laws, including, but not limited to, the Americans with Disabilities Act of 1990. Tenant shall use and maintain the Premises in compliance with all applicable Laws during the Term hereof, excluding those items that are the responsibility of Lessor hereunder.

#### **(8) DEFAULT**

(a) Tenant's Default. In the event Lessee or Tenant defaults in any of the covenants contained herein, the Lessor shall notify the Lessee, in writing, of such default and if such default is not corrected within five (5) days after Lessee's receipt of written notice, the Lessor may terminate the Lease and retake possession of the Premises, and pursue any and all remedies permitted by law or equity.

(b) Lessor Default. If Lessor fails to perform any of its obligations under this Lease, and said failure shall continue for a period of twenty (20) days after receipt of written notice of default from Lessee (provided such default can be cured within twenty (20) days and if not, then within a reasonable time thereafter, provided Lessor commenced such cure within twenty (20) days and thereafter diligently pursues such cure to completion), Tenant shall have the right to take such remedial action or complete such maintenance or repairs as may be necessary to place the Premises in good, safe and sanitary condition.

(c) General. In all instances of default, the non-defaulting party shall use reasonable efforts to mitigate its damages. If a Lessor promises to rectify a condition, a Tenant may remain in possession in reliance on such promise without waiving its rights to later bring an action for constructive eviction. In addition,



if a Tenant remains in possession and a minor condition recurs and grows continually worse over time, a Tenant retains its right to a constructive eviction claim. Paying rent while the Tenant is in possession is not a waiver of any such claim. All rights and remedies of Lessor, Lessee, and Tenant enumerated herein shall be cumulative and shall not be construed to exclude any other rights or remedies available under this Lease, 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 8(a) and 8(b) shall be shortened to a period of time reasonable under the circumstances. An emergency situation is a condition which threatens the Premises or building with the probability of imminent substantial damage or destruction or which creates an imminent risk of personal injury.

#### **(9) EQUIPMENT AND TRADE FIXTURES**

Tenant, at its sole expense, shall be entitled to install such equipment and trade fixtures in the Premises as it deems necessary or appropriate for the conduct of its business. Such equipment and trade fixtures shall remain the personal property of Tenant and may be removed by Tenant on or before the expiration or termination of this Lease, provided that Tenant, at its sole expense, shall immediately repair any damage resulting from such removal. Tenant, upon prior notice to Lessor, shall be entitled to make such alterations and improvements to the Premises as Tenant deems necessary or advisable for its business so long as such alterations and improvements are nonstructural in nature, do not affect the building systems, do not affect the exterior of the building or any Common Areas, and are made in compliance with all applicable Laws. Lessor shall not charge any supervisory fees in connection with any such alterations and improvements by Tenant. Tenant shall not permit any mechanic's liens to be filed in connection with such work. Within thirty (30) days after Tenant receives written notice of the filing of any such mechanic's lien, Tenant shall cause such lien to be released or discharged. Tenant shall not be required to remove any equipment or trade fixtures by or for Tenant in compliance with the terms of this lease. In the event that the Tenant desires to remove any said equipment or trade fixtures, Tenant shall, at its sole expense, on or before the expiration or termination of this Lease, immediately repair any damage resulting from such removal.

This paragraph shall apply to Tenant's key card access system or any security system for the Premises as set forth in Section 6(b)(iv).

#### **(10) INSURANCE**

Throughout the Term, Lessor shall maintain and timely provide payment for, at its sole cost and expense, commercial general liability insurance with coverage limits of at least \$1,000,000.00 for liability resulting from injury or death, and from damage to property, occurring in or about the Common Areas. In addition, Lessor shall keep the Premises, building and Common Areas insured against fire, windstorm, and other casualty, under an all risk policy of insurance, written in standard form, in the full replacement value thereof.

#### **(11) TAXES AND ASSESSMENTS**

The Lessor shall timely pay for all real estate taxes, other taxes and assessments levied on the subject Premises, the building, or the Common Areas, or the underlying real property during the term of this lease.

#### **(12) TRANSFER OR ASSIGNMENT OF LEASE**

The Lessee agrees not to transfer or assign this lease, or sublet the subject premises without the written consent of the Lessor except, however, the Lessee may, at its option, reassign this lease and the space leased herein to another State agency other than the tenant named herein, with all other terms and conditions remaining the same throughout the remainder of the term of the lease.

#### **(13) DAMAGE TO PREMISES BY FIRE, ETC.**

It is agreed by and between the parties hereto that in the event the premises are destroyed or damaged by fire, natural elements, or other cause to such an extent that continued occupancy by the Tenant

would be impractical, the Lessee shall give immediate notice thereof to the Lessor, in writing, and this lease shall terminate. If only a part of the premises shall be rendered untenable, leaving the remainder suitable for occupancy, the rental shall be proportionately abated until the premises have been repaired. The Lessor shall have thirty (30) days from receipt of such notice to decide whether or not to repair the premises. Any repairs undertaken must be completed within a reasonable length of time after Lessor's decision. Should Lessor decide not to repair the premises, this lease shall terminate, and Lessee shall deliver possession of the premises to the Lessor and thereupon be relieved of any and all liability hereunder or concerning the premises except for any unpaid rent through the final day of occupancy.

#### **(14) PROVISIONS FOR IMMEDIATE TERMINATION**

It is further agreed by and between the parties hereto that this lease shall be considered canceled, without further obligation on the part of the Lessee, if the State Legislature or the Federal Government should subsequently fail to appropriate sufficient funds therefore, or should otherwise act to impair this lease or cause it to be canceled [see West Virginia Code § (5A-10-5(c)(2))], or in the event it shall become unlawful to maintain a State facility on leased premises. In any event aforementioned, the Lessee may immediately redeliver possession of the premises to the Lessor and thereupon be relieved from any and all obligations hereunder or concerning the premises except for rent accruing prior to such date of redelivery.

#### **(15) CANCELLATION OF LEASE**

It is further agreed by and between the parties hereto that Pierpont Community and Technical College as Lessee, shall have the right to cancel this lease, without further obligation on the part of the Lessee, upon giving thirty (30) days' written notice to the Lessor, such notice being given at least thirty days prior to the last day of the succeeding month [see West Virginia Code §5A-10-5(c)(1)].

#### **(16) ACCESS TO PREMISES**

Upon reasonable prior notice to Tenant, Lessor and its representatives shall have the right to enter the Premises at all reasonable times during regular business hours to inspect the same, to maintain and repair the Premises and the building, to post such reasonable notices as Lessor may desire to protect its rights, and during the one hundred eighty (180) days immediately preceding the expiration of the Term (provided Lessee has not exercised any available renewal options), to exhibit the Premises to prospective tenants, and to place upon the doors or in the windows of the Premises ordinary "for rent" or "for lease" signs. Notwithstanding the foregoing, Lessor shall have the right to enter the Premises at any time in response to an emergency situation. An emergency situation is a condition which threatens the Premises or building with the probability of imminent substantial damage or destruction or which creates an imminent risk of personal injury.

#### **(17) STRUCTURAL OR OTHER CHANGES TO PREMISES**

In the event the Tenant requires structural or other changes in said premises to improve the use and efficiency of same, and if said changes are approved by the Department of Administration, Real Estate Division and if said changes are completed by Lessor at its cost and expense, the Lessee agrees to reappraise and renegotiate this lease to arrive at a fair rental value, if warranted.

#### **(18) SUBORDINATION AND NONDISTURBANCE**

(a) Subordination and Nondisturbance. Upon notice to the Lessee, Lessor shall have the right to place upon the building and underlying real property any mortgages which Lessor or its lender(s) deem advisable. Such mortgages shall have priority over this Lease and Lessee's and Tenant's rights hereunder. At Lessor's request, Lessee shall execute any and all instruments, the form of which must conform to the State of West Virginia's Constitution and laws, necessary to subordinate this Lease to any such mortgages, provided that each such mortgagee executes a non-disturbance agreement which provides that so long as Tenant is not in default of this Lease, Lessee's and Tenant's right to possession of the Premises and other rights under this Lease, including, without limitation, any options to renew, rights of first refusal, and right to terminate, shall not be affected or disturbed by the mortgagee in the exercise of any of its rights or remedies against Lessor,

nor shall Lessee or Tenant be named as a party defendant to any foreclosure of the lien or mortgage. Furthermore, Lessee shall, within thirty (30) days after receipt of a request therefore, execute and deliver to Lessor an estoppel certificate setting forth the name of both Lessee and Tenant, the date of this Lease, a description of the Premises and the Rent payable therefore, certifying that this Lease is in full force and effect, and certifying that Lessor is not in default of this Lease or specifically enumerating any outstanding events of default by Lessor.

(b) Attornment. In the event that Lessor's mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in its mortgage, Lessee agrees to attorn to such transferee as its new Lessor via an agreement in conformance with the State of West Virginia's Constitution and laws, and this Lease shall continue in full force and effect as a direct lease between Lessee and such transferee, upon all of the terms and conditions contained herein.

#### **(19) SUITABILITY OF PREMISES**

(a) Lessor warrants the premises to be suitable for use as a State facility and for the conduct of Tenant's business.

(b) Fire and Health Hazards. The Lessor will remove and correct any fire or health hazards not caused by the neglect or acts of the Tenant, its agents, employees or servants which any public authority may order corrected or removed during the Term of this lease.

(c) Environmental. Lessor represents and warrants to Lessee and Tenant that, to the best of Lessor's knowledge, there are no hazardous or unsafe substances in, on or under the Premises, building or Common Areas or the underlying real property, and agrees to indemnify, defend and hold harmless Lessee and Tenant, its affiliates, and their respective officers, agents and employees, against any and all claims, damages, costs, liabilities and expenses, including attorneys' fees, resulting from a breach of Lessor's representations and warranties or from the presence of any hazardous or unsafe substances in, on or under the Premises, building, Common Areas or the underlying real property, as of the Commencement Date.

#### **(20) PARKING**

At no additional cost, Tenant shall be entitled to the use of the unreserved parking spaces in the adjacent parking lot as depicted in the attached Exhibit "D", if applicable, for its agents, employees, invitees and customers. Tenant shall be entitled to park its vehicles overnight.

#### **(21) ROOFTOP ACCESS**

At any time during the Term of the Lease, Tenant shall have the right to install, on the roof of the building above the Premises, a non-penetrating roof mounted satellite communications dish and such other telecommunications equipment and related cabling as Tenant deems advisable in the operation of its business at the Premises. If Tenant installs such equipment, Tenant shall do so at its own expense, in accordance with applicable Laws, and in a manner that will not interfere with any existing rooftop equipment of Lessor or other tenants. Prior to installation, Tenant shall provide Lessor with plans and specifications detailing the size, weight, method of installation, location of cables, etc. All rooftop equipment shall be installed in a location reasonably designated by Lessor. Tenant, at its expenses, shall be responsible for the maintenance and repair of such equipment. Upon the expiration or other termination of this Lease, all rooftop equipment shall remain the property of Tenant and shall be removed by Tenant. Tenant shall be responsible for, and shall repair at its sole expense, all damage caused by the installation, maintenance and removal of such equipment.

#### **(22) OPTION TO RENEW**

So long as Tenant is not in Default (as such term is defined below) of this Lease and no set of facts or circumstances exist which, but for the provision of notice, right to cure and passage of time, would constitute a Default, Tenant may extend the Term of this Lease for one (1) Renewal Option of five (5) years (the "Renewal Term"). In the event Lessee desires to exercise the Renewal Option, it shall so notify Lessor no

later than one hundred eighty (180) days prior to the beginning of the Renewal Term, and upon the giving of such notice, the Lessee shall prepare an addendum to renew for said term and shall be executed by all parties. During such Renewal Term (June 1, 2027 through May 31, 2032), Tenant shall pay unto the Lessor as rent for the Premises herein leased the sum of **TWELVE THOUSAND, THREE HUNDRED TWENTY-NINE DOLLARS AND NINETY-TWO CENTS (\$12,329.92) PER MONTH (\$16.10 annual per square foot rate) for the period of June 1, 2027 through May 31, 2032**, payable upon receipt of invoice from Lessor to the Tenant and payable on the first day of every month for the preceding month during the term of this Contract of lease. Tenant shall also pay Lessor a prorated rent for any fractional or partial month if the Commencement Date falls on any other day than the first day of the calendar month as described in Section 2 above. Lessor to paint interior and replace flooring at no additional cost to Tenant during the Renewal Term.

### **(23) MISCELLANEOUS**

(a) Holding Over. If Tenant shall hold possession of the Premises after the expiration or termination of this Lease, at Lessor's option (i) Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month at the same rate in effect during the last Lease year immediately preceding such holdover and otherwise subject to all of the terms and conditions of this Lease, or (ii) Lessor may exercise any other remedies it has under this Lease or at a law or in equity including an action for wrongfully holding over. No payment by Tenant, or receipt by Lessor, of a lesser amount than the correct rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any check for payment of rent or any other amounts owed to Lessor be deemed to effect or evidence an accord and satisfaction, and Lessor may accept such check or payments without prejudice to Lessor's rights to recover the balance of the rent or other amount owed or to pursue any other remedy provided in this Lease.

(b) Quiet Enjoyment. The Lessor covenants that at the Effective Date of this Lease, Lessor was seized of said Premises as the sole owner(s) thereof, in fee simple, free of all liens, encumbrances and any outstanding interests whatsoever and that upon payment of the rentals as herein set forth, Lessor will warrant and defend the title of Lessee against any and all claims whatsoever, not arising hereunder, during the term of this Lease; that the Tenant shall, at all times during the term of this Lease, peaceably and quietly have, hold, and enjoy the Premises.

(c) Rules and Regulations. Lessor shall have the right to prescribe reasonable nondiscriminatory rules and regulations pertaining to the orderly use, entry, care, cleanliness, operation, and management of the Premises, building, and Common Areas and for the preservation of any property therein and the comfort, quiet and convenience of other occupants in the building or using the Common Areas. Tenant agrees to comply with such rules and regulations, as set forth in Exhibit "E" attached hereto, if applicable, and incorporated herein by this reference; provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein granted to Tenant.

(d) Force Majeure. If either party shall be delayed in the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, riots, insurrections, wars, catastrophic events or other reasons beyond the reasonable control of such party, then performance of such act shall be extended for a period equivalent to the period of such delay.

(e) Authority. Lessor hereby represents and warrants that it owns the building and underlying real property in fee simple. Each party represents and warrants that it is fully authorized to execute this Lease without obtaining the consent of any third party.

(f) Confidentiality. The Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements is adopted by reference during the term of this lease.

(g) Modification. This Lease shall not be amended or modified in any respect except by a writing which is duly executed by all parties.



(h) Construction. The language used in this Lease was mutually negotiated by the parties and shall not be construed for or against either party. The headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting, modifying or amplifying the provisions hereof. Time is of the essence of this Lease and of every term, covenant, and condition hereof.

(i) Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises in substantially the same condition as existed at the Commencement Date, or the Rent Commencement Date if a delay in delivery of the Premises, ordinary wear and tear and damage by casualty excepted. Tenant shall not be required to remove any equipment, trade fixtures, alterations and/or improvements installed by or for Tenant in compliance with the terms of this Lease.

(j) Severability. If any provision of this Lease is rendered void or invalid by the decision of any court or by the enactment of any Law, such provision will be deemed to have never been included herein and the remainder of the Lease shall continue in full force and effect.

(k) Entire Agreement. This Lease constitutes the entire understanding between the parties. Any representation, obligation, term or condition not contained herein is not binding on the parties.

(l) Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and which taken together, shall constitute one and the same Lease.

#### **(24) SIGNAGE**

No later than thirty (30) days after opening, Tenant shall install and shall maintain in good working order (full illumination) one (1) sign affixed to the front of the Demised Premises, subject to the prior written approval of Landlord, and conforming to all applicable legal and insurance requirements. No additional signs, banners or artwork, which can be seen from the exterior of the Premises, shall be installed or displayed in, on or about the Premises without the prior written consent of Lessor. Any interior signs must be tasteful and shall be prepared in a professional manner (not hand-letter). Any sign or display visible from the exterior of the Premises which does not meet the above criteria may be removed at any time by Lessor without incurring any liability therefor. For the avoidance of doubt, and notwithstanding any provision contained herein to the contrary, Tenant's signage must comply with the standards and guidelines set forth on Exhibit F attached hereto and incorporated herein by this reference.

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IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this contract of lease.

GENERAL ACQUISITIONS LLC, LESSOR

By \_\_\_\_\_  
Richard Biafora, Manager

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_, TO-WIT:

Before me, a notary public in and for the said County and State, personally appeared the above-named, **Richard Biafora**, who as **Manager**, for and on behalf of **GENERAL ACQUISITIONS LLC**, a **Limited Liability Company**, and he/she acknowledged the signing of the foregoing lease as a voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My commission will expire \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

PIERPONT COMMUNITY AND TECHNICAL COLLEGE,  
LESSEE

By \_\_\_\_\_  
Dr. Anthony Hancock, Interim President

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO WIT:

Before me, a notary public in and for said County and State, personally appeared the above-named, **Dr. Anthony Hancock, Interim President, PIERPONT COMMUNITY AND TECHNICAL COLLEGE**, an agency of the State of West Virginia, and he acknowledged the signing of the foregoing lease as a voluntary act and deed for and as the act and deed of said **PIERPONT COMMUNITY AND TECHNICAL COLLEGE**, for the uses and purposes therein mentioned.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission will expire \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Patrick Morrissey, Attorney General

By \_\_\_\_\_,  
LEASE CONTRACTS\PCTC\_MC\_1

Approved as to form prior to acknowledgment thereof

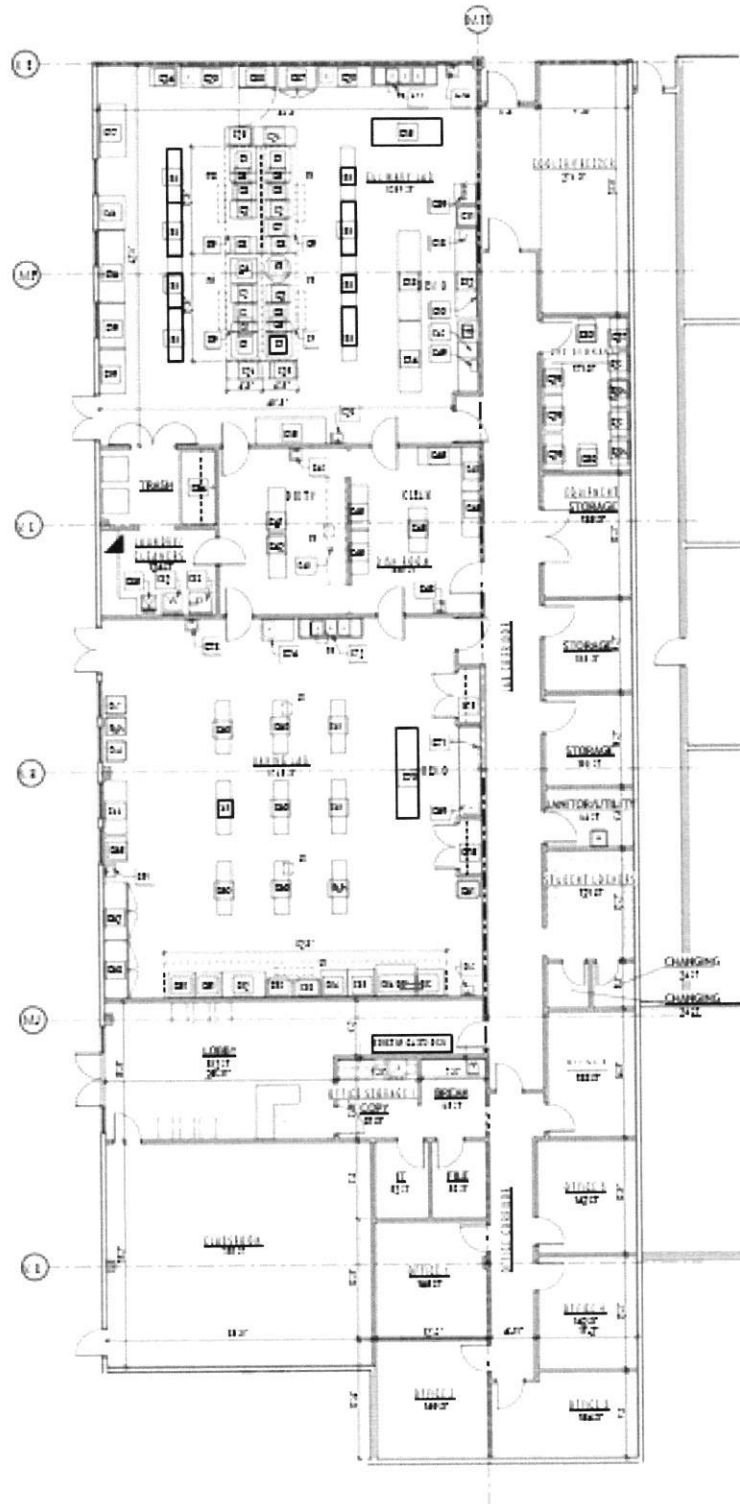
this 24th day of Jan, 2022.

Patrick Morrissey, Attorney General

By: John S. Gray



**EXHIBIT "A"**  
**PREMISES**



**EXHIBIT "B"**  
**LESSOR'S WORK**

Provided by Landlord:

- Metal stud and 5/8" drywall construction throughout
- Full sprinkled
- Solid core, stained wood doors with commercial grade hardware. All mechanical locks with keypad/electric lock for delivery at rear entry
- Hollow metal door frames and window frames
- 2x2 acoustical ceiling throughout with kitchen grade cleanable ceiling tiles in culinary labs, cold lab, cooler/freezer, dishwasher rooms
- Carpet with rubber base in offices
- Vinyl plank flooring with rubber base in all other classroom/rooms/office corridor
- Epoxy flooring (dura-flex) with integral base at labs, dish room, laundry, storage areas and lab corridor
- Full height FRP paneling on all walls in Labs
- Stainless steel wall covering as indicated at hood locations
- Mop/janitors sinks; utility, labs (x2), laundry
- Washer/dryer hook-ups as drawn
- Floor drains as drawn
- Ceiling mounted drop down power at all student work stations
- Power requirements to be coordinated with tenant (equipment list included)
- 208V 3-phase power required for E4, E54
- 220V 3-phase power required for E56, E57
- 240V power required at E53 (x2)
- Hand wash sinks, prep sinks and triple bowls as drawn
- All prep sinks require disposal hookup
- Installation of kitchen equipment (equipment by tenant)
- Custom grade cabinetry in break area, copy room, lab. Laminate cabinets with laminate countertops (upper and lower cabinets). Stainless Steel countertops at labs
- Building standard and code compliant lighting (2x2 direct/indirect fixtures)
- Dedicated mechanical system
- Dedicated cooling for IT room
- Two cameras above demo station in Baking Kitchen

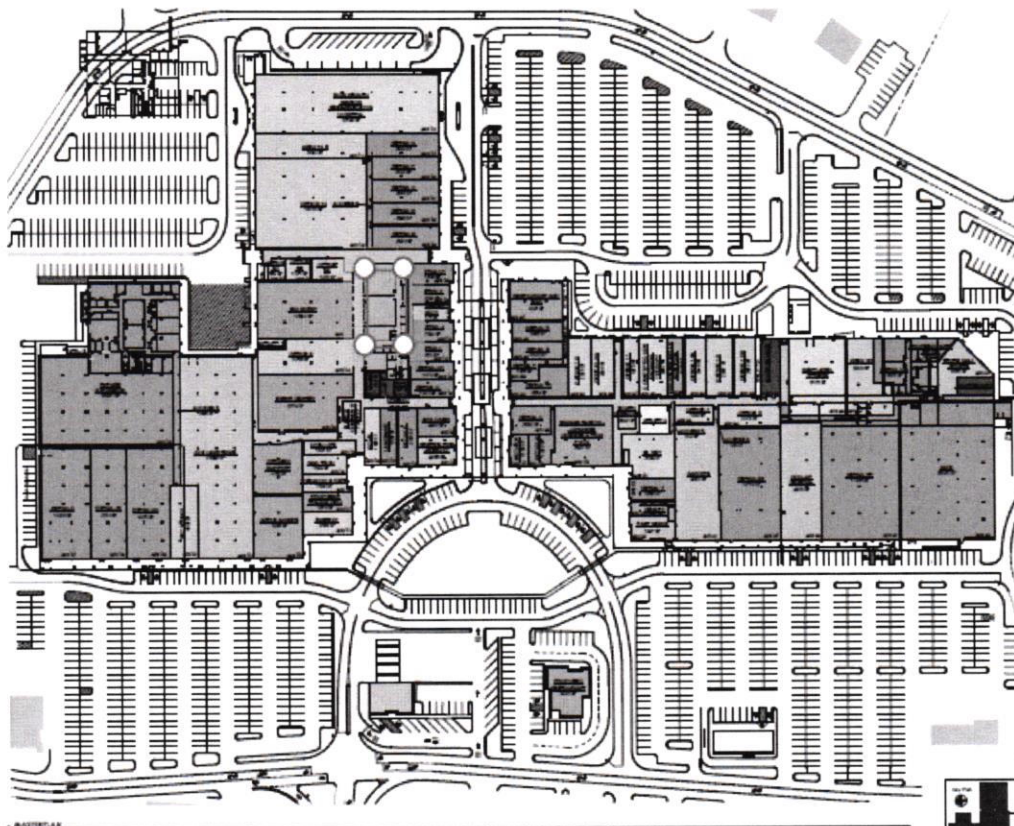
**EXHIBIT "C"**  
**TENANT'S WORK**

Tenant may contract with a furniture provider for the installation of modular furniture and employ the services of the Governor's Office of Technology or other qualified company for the installation of all voice/data cabling in the Premises.

**Provided by Tenant:**

- Kitchen equipment (including hoods)
- Lockers
- Reception desk
- Benches in changing
- Storage shelving
- Walk-in coolers/freezers

**EXHIBIT "D"**  
**PARKING**



MIDDLETOWN COMMONS  
MIDTOWN COMMONS  
MIDDLETOWN COMMONS  
MASTER PLAN



SDO

**EXHIBIT "E"**  
**RULES & REGULATIONS**

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**EXHIBIT "F"**  
**SIGNAGE STANDARDS AND GUIDELINES**

All signs installed by Tenant shall be lighted and meet the following:

1. The design of the Tenant's signs must be submitted to and approved by Lessor before installation and must be consistent with other existing signage, both in size, quality and appearance, within the Property of which Demised Premises is a part.

2. The entire shopfront is the sign field. Signs are to be reviewed on the basis of how well they are integrated with the architectural storefront elements into an attractive composition.

3. All illuminated storefront signs shall be located within the limits of the storefront. The preferred method is for the sign to be centered on the Tenant's sign band area, typical for all tenants. Typically, signage may be as long as up to 67% of the storefront width with a maximum width of 30'0".

4. The advertising or informative content of all signs shall be limited to letters designating the store name and/or type of store (which such designation of the store type shall be by general descriptive terms and shall not include any specification of the merchandise offered for sale therein or the services rendered therein) and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store, as aforesaid, and other than crests and corporate shields which may be permitted in Lessor's sole discretion if less than 32" in width and height per Section 7 below).

5. The letters on all signs shall be script or individual block type. No box signs will be permitted. The size of the letters shall be in proportion to the size of the sign as determined in accordance with the provisions of this Exhibit and the letters shall be internally illuminated with translucent face, the lamps therefore being contained wholly within the depth structure of the letters.

6. The character, design, color and layout of all signs shall be subject to Lessor's prior approval, which shall not be unreasonably withheld to the extent the sign in question complies with the criteria set forth in this Exhibit.

7. All signs shall be in accordance with the following requirements:

(a) For signs on the neutral band area, the sign and any part or parts thereof, except as otherwise provided in Section 7(b) and 7(d) below, shall be located within the physical limits of the storefront of the leased premises of the occupant.

(b) No sign or any part or parts thereof shall project beyond the vertical neutral strip of the storefront or, if there are no neutral strips, more than 6" beyond the storefront, subject, however, to Section 7(d).

(c) Neon shop window signs may divide the total square footage of sign area equally, providing signs no lower than 6'0" A.F.F. and no higher than 8'0" A.F.F. behind the storefront glazing. No shop window "signature signs" will be allowed with this signing option.

(d) The size of all signs except anchor store's signs shall be limited. The scale and concept of the center requires the use of signs which are not larger than necessary to be legible. Each party's signs shall be located within the limits of its respective storefront and shall not project more than six inches (6") beyond the storefront and, subject to Lessor's right to approve in Lessor's sole discretion shall conform to the following proportional height criteria: 18" capitals, 12" body.

(e) In addition to complying with the above criteria, signs in the center shall be limited in length to 67% of each frontage.

(f) No sign shall exceed a maximum brightness of 100-foot lamberts.

(g) All signs shall be fabricated and installed in compliance with all applicable building and electrical codes and shall bear a U.L. label.

(h) Painted or printed signs on the exterior surface of any building shall be prohibited except small scale relative to store name and stating store hours which are neatly lettered on the glass of the storefront, but subject to Lessor's approval. In addition, any non-customer door for receiving merchandise may have, in two-inch (2") block letters, the name of the Store or Tenant.

8. The fabrication, installation and operation of all signs shall be subject to the following restrictions:

(a) Fluorescent and/or incandescent tubing or lamps, ballast boxes and/or electrical transformers, crossovers, conduit and/or sign cabinets shall not be permitted, nor shall translucent sides of sign letters be permitted.

(b) No flashing, moving, flickering and/or blinking illumination, animation, emission of audible sound, moving lights and/or floodlight illumination shall be permitted.

(c) The name and/or stamp of the sign contractor or Sign Company of both shall not be exposed to view.

(d) All neon signage and decorative display must be recessed, covered or fronted by protective Plexiglas.

9. The following type signs are prohibited:

(a) Paper signs and/or stickers utilized as signs.

(b) Signs of a temporary character or purpose, irrespective of the composition of the sign or material used therefor.

(c) Except as set forth above, painted or printed signs, except, however, one (1) non-illuminated, small-scale "signature sign" which is lettered on the glass portion of a storefront of an occupant and/or affixed to such storefront surface, provided such sign does not project more than two inches (2") from the storefront surface.

(d) Outrigger signs.

(e) Moving signs.

(f) Pylon signs.

(g) Rooftop signs.

(h) Signs mounted on the exterior walls of the building.

10. All signs and their installation shall comply with all applicable state and local building and electrical codes and ordinances. Electrical signs shall bear the U.L. label. All signs must be positioned on a raceway when installed.

11. Tenant identification and/or logos, crests or ornamentation may occur on the glass of the storefront if applied or painted onto the inside surface of the glass in gold or silver leaf, or other suitable color.

12. Stores with more than one orientation may install an additional sign, if appropriate, of equal size and proportion in accordance with the percentage of storefront width per orientation. Subject to prior Lessor's review and approval.

13. All signs are to be provided and installed by Tenant at Tenant's expense.

14. The Tenant is responsible for compliance with all local sign codes.

15. Notwithstanding anything contained herein to the contrary, Lessor reserves the right to deviate from any one or more of the sign standards and guidelines set forth in this Exhibit.

## Culinary Program Relocation Projected Costs

Description	Amount/Commitments
Information Technology & Security	\$ 50,000
Kitchen Equipment	\$ 350,000
FF&E Offices	\$ 30,000
Relocation Costs	\$ 25,000
<b>Total</b>	<b>\$ 455,000</b>



**Pierpont Community & Technical College**  
**Culinary Program Estimated Operating Costs FY 23**

**Estimated Additional Operational Costs**

<b><u>Operating Cost</u></b>	<b><u>Amount</u></b>
Lease	125,000.00
Custodial Services	19,000.00
Utility Costs	25,000.00
Telecommunications	1,500.00
Supplies	<u>2,500.00</u>
<b>Total Estimated Additional Operational Costs</b>	<b><u>173,000.00</u></b>

MINUTES OF FEBRUARY 23, 2022  
SPECIAL MEETING OF THE BOARD

**PIERPONT COMMUNITY & TECHNICAL COLLEGE  
BOARD OF GOVERNORS SPECIAL MEETING  
February 23, 2022  
5:00 PM**

**National Aerospace Education Center (NAEC)  
1050 East Benedum Industrial Drive, Room 103  
Bridgeport, WV 26330**

## **MINUTES**

### **Notice of Meeting and Attendance**

A special meeting of the Pierpont Community & Technical College (Pierpont) Board of Governors was held on February 23, 2022, beginning at 5:00 PM. This meeting was held at the National Aerospace Education Center, Bridgeport, WV. A videoconference (Zoom) option was made available to participants. The meeting was published on the West Virginia Secretary of State's Meetings Notice Webpage.

### **I. Call to Order – Open Session**

#### *1. Opening Comment*

David Hinkle, Chair, called the meeting to order in open session at 5:05 PM.

#### *Board members present:*

Brian S. Bozarth, Thomas F. Cole, David L. Hinkle, Lisa Q. Lang, Jeffery H. Powell, Anna Romano, Jillian Sole, and Haley Thomas (via Zoom)

#### *Board Members Absent:*

Anthony Hinton, Rick Pruitte, and Larry J. Puccio, Jr.

#### *Others Present:*

Members of President's Cabinet, faculty, staff, and others

#### *2. Public Comment*

Chairman Hinkle asked if there were any requests for public sign up of comments to the Board. The following individuals provided comments:

Dr. Ironda Campbell  
Lyla Grandstaff  
Julie Cryser

Vickie Findley  
Dr. Susan Woods-Coffindaffer

## **II. Interim President's Report – Informational**

1. Interim President Anthony Hancock had nothing to report.

## **III. Institutional Reports**

1. Dr. Michael Waide offered the following comments with his report:
  - The Office of Academic Affairs welcomed Skye Feather as the new Administrative Assistant, Sr.
  - Curriculum revision of the LPN program was approved by the WV LPN Board. This will change the program from a 2-year part-time certificate program to a 1-year intensive certificate program.
  - The accrediting body ACEND will evaluate the Nutrition and Dietetics program next week.
  - Pierpont transitioned to our own cloud hosting of the Blackboard Learning Management system.
  - Deans are currently working on course schedules for all next year.

A detailed report was provided in detail in the February 23, 2022 Board Book. No questions were received.

## **IV. Approval of Minutes**

1. Chairman Hinkle called for a motion to approve the minutes from the November 16, 2021, December 13, 2021, January 13, 2022, January 26, 2022, and February 9, 2022 meetings. Jeffery H. Powell moved to table the minutes. Brian Bozarth seconded the motion. All agreed. Motion carried.

## **V. Institutional Reports**

1. Ms. Mary Jo Rutherford shared her report with the Board. The report was provided in detail in the February 23, 2022 Board Book. No questions were received.
2. Ms. Raven Thomas shared her report with the Board. The report was provided in detail in the February 23, 2022 Board Book. Chairman Hinkle inquired about the Student Engagement Initiative. Ms. Thomas explained that students will receive a \$500 stipend for completed Student Engagement Service

Projects.

## **VI. Committee of the Whole**

1. Mr. Dale Bradley shared that the details of the January 31, 2022 Combined Finance Report were provided in the February 23, 2022 Board Book.

## **VII. General Information and Discussion**

1. Veterinary Technology Program Expenses

Bid opening for the Veterinary Technology Building in Clarksburg, WV has been rescheduled for March 8.

Mr. Dale Bradley presented the *Vet Tech Program Estimated Operating Costs FY 23* and *Sources and Use of Funds FY 23 & FY 24 Relocation to Clarksburg* documents and answered various questions from Board members.

2. Early Childhood Program Updates

A discussion was held on location options for the program. The administration believes the Middletown Commons to be the best option for the Early Childhood program. Mr. Dale Bradley presented the *Early Childhood Program (Day Care Facility) Estimated Revenue & Operating Costs FY 23* and the *Early Childhood Program Relocation Projected Costs* documents to the Board. Mr. David Beighley and Mr. Dale Bradley answered various questions from Board members.

3. Presidential Search

Mr. George Perich reported that he spoke with the President Search Firm and informed them of the 30-day hold on the search.

4. 2023 Budget

Chairman Hinkle would like to hold two work sessions to discuss the FY 2023 budget. Board members will send their availability

5. Review and discussion of programs located on the Fairmont State University's property

The administration will develop a timeline of the program moves off of Fairmont State University's campus. Dr. Waide discussed contingency plans for the Culinary, Early Childhood, and Veterinary Technology programs.

6. Update on the partnership between Pierpont Community & Technical College and Fairmont State University.

The legislative bill to bring both colleges back together to bring Pierpont Community & Technical College a division of Fairmont State University will be presented to the Senate Education Committee tomorrow.

## **VIII. Executive Session – Closed Session**

### *1. Entering Executive Session – Closed Session*

Lisa Q. Lang moved that the Board go into Executive Session in accordance with WV Code §6-9A-4. Jeffery H. Powell seconded the motion. All agreed. Motion carried.

Items brought into Executive Session:

- a. Review and discuss institutional operations, functions, and structure (*David L. Hinkle, Chairman of the Board*)

### *2. Exiting Executive Session – Back to Open Session*

Thomas F. Cole moved to exit Executive Session and return to Open Session. Jeffery H. Powell seconded the motion. All agreed. Motion carried.

### *3. Items brought forward from Executive Session*

No items were brought forward from Executive Session.

## **IX. Adjournment**

There being no further business, Jeffery H. Powell offered a motion to adjourn the meeting. Lisa Q. Lang seconded the motion. All agreed. Motion carried.

*Respectfully submitted by Amanda N. Hawkinberry*

**Pierpont Mission Statement:** To provide accessible, responsive, comprehensive education that works.

**Pierpont Vision Statement:** Empowering individuals to transform their lives through education.

**Pierpont Tagline:** Education that Works.



**Pierpont Community & Technical College**

**Vet Tech Program Estimated Operating Costs FY 23**

**Estimated Additional Operational Costs**

<b><u>Operating Cost</u></b>	<b><u>Amount</u></b>
Custodial Services	5,000.00
Utility Costs	10,000.00
Insurance	<u>2,500.00</u>
<b>Total Estimated Additional Operational Costs</b>	<b><u>17,500.00</u></b>

**Pierpont Community & Technical College**

**Vet Tech Program Estimated Operating Costs FY 24**

**Estimated Additional Operational Costs**

<b><u>Operating Cost</u></b>	<b><u>Amount</u></b>
Custodial Services	12,000.00
Utility Costs	8,500.00
Telecommunications	1,500.00
Supplies	2,500.00
Insurance	<u>2,500.00</u>
<b>Total Estimated Additional Operational Costs</b>	<b><u>27,000.00</u></b>

**Pierpont Community & Technical College**  
**Veternairy Technology Program**  
**Sources and Uses of Funds FY 23 & FY 24**  
**Relocation to Clarksburg**

<u>ACCOUNT</u>	<u>ACCOUNT TITLE</u>	<u>FY 22 BUDGET</u>	<u>ADDITIONS FY 23</u>	<u>FY 23 BUDGET</u>	<u>ADDITIONS FY 24</u>	<u>FY 24 BUDGET</u>
<b>Sources of Funding</b>						
3100	Education and General Funds	2,015.00	17,500.00	19,515.00	15,000.00	34,515.00
3125	Course Fee Funds	1,200.00		1,200.00		1,200.00
3167	Program Fee Funds	12,903.76		12,903.76		12,903.76
5971	State Appropriations	<u>189,106.89</u>		<u>189,106.89</u>		<u>189,106.89</u>
<b>TOTAL</b>	<b>Sources of Funding</b>	<b><u>205,225.65</u></b>	<b><u>17,500.00</u></b>	<b><u>222,725.65</u></b>	<b><u>15,000.00</u></b>	<b><u>237,725.65</u></b>
<b>LABOR</b>						
<b>Personnel Services</b>						
69H292	ADJUNCT FACULTY	4,074.00		4,074.00		4,074.00
69H286	FACULTY	152,182.00		152,182.00		152,182.00
69H105	Annual Increment	<u>2,400.00</u>		<u>2,400.00</u>		<u>2,400.00</u>
<b>TOTAL</b>	<b>Personnel Services</b>	<b>158,656.00</b>	<b>0.00</b>	<b>158,656.00</b>	<b>0.00</b>	<b>158,656.00</b>
<b>Fringe Benefits</b>						
692330	FICA EMPLOYER SHARE	9,895.08		9,895.08		9,895.08
692331	MEDICARE EMPLOYER SHARE	2,241.44		2,241.44		2,241.44
69H106	PEIA FEES	150.00		150.00		150.00
69H109	PUBLIC EMPLOYEES INSURANCE	8,712.00		8,712.00		8,712.00
69H111	WORKERS COMPENSATION	397.45		397.45		397.45
69H113	PENSION AND RETIREMENT	9,356.92		9,356.92		9,356.92
69H114	WV OPEB CONTRIBUTION	<u>4,176.00</u>		<u>4,176.00</u>		<u>4,176.00</u>
<b>TOTAL</b>	<b>Fringe Benefits</b>	<b>34,928.89</b>	<b>0.00</b>	<b>34,928.89</b>	<b>0.00</b>	<b>34,928.89</b>
<b>TOTAL LABOR</b>		<b><u>193,584.89</u></b>	<b><u>0.00</u></b>	<b><u>193,584.89</u></b>	<b><u>0.00</u></b>	<b><u>193,584.89</u></b>

**Pierpont Community & Technical College**  
**Early Childhood Program (Day Care Facility) Estimated Revenues & Operating Costs FY 23**

**Estimated Additional Operational Revenues**

<b><u>Revenue Source</u></b>	<b><u>Amount</u></b>
Infants	76,960.00
Young Toddlers	109,200.00
Older Toddlers	141,440.00
School Age	179,400.00
Wrap Around Care (Before and After School)	<u>96,600.00</u>
<b>Total Day Care Facility Estimated Revenues</b>	<b>603,600.00</b>

**Estimated Additional Labor Costs**

<b><u>Labor Cost</u></b>	<b><u>Amount</u></b>
Salaries	287,660.00
Benefits	<u>104,016.00</u>
<b>Total Day Care Facility Labor Costs</b>	<b>391,676.00</b>

**Estimated Additional Operational Costs**

<b><u>Operating Cost</u></b>	<b><u>Amount</u></b>
Lease -MC	102,000.00
Custodial Services	17,000.00
Utility Costs	19,000.00
Telecommunications	1,500.00
Food - Misc	20,000.00
Insurance Costs	<u>5,000.00</u>
<b>Total Day Care Facility Operational Costs</b>	<b><u>164,500.00</u></b>

**Total Expenses** **556,176.00**

**REVENUES ABOVE OR (BELOW) EXPENSES** **47,424.00**

**Veternairy Technology Program**  
**Sources and Uses of Funds FY 23 & FY 24**  
**Relocation to Clarksburg**

**OPERATING EXPENSES**

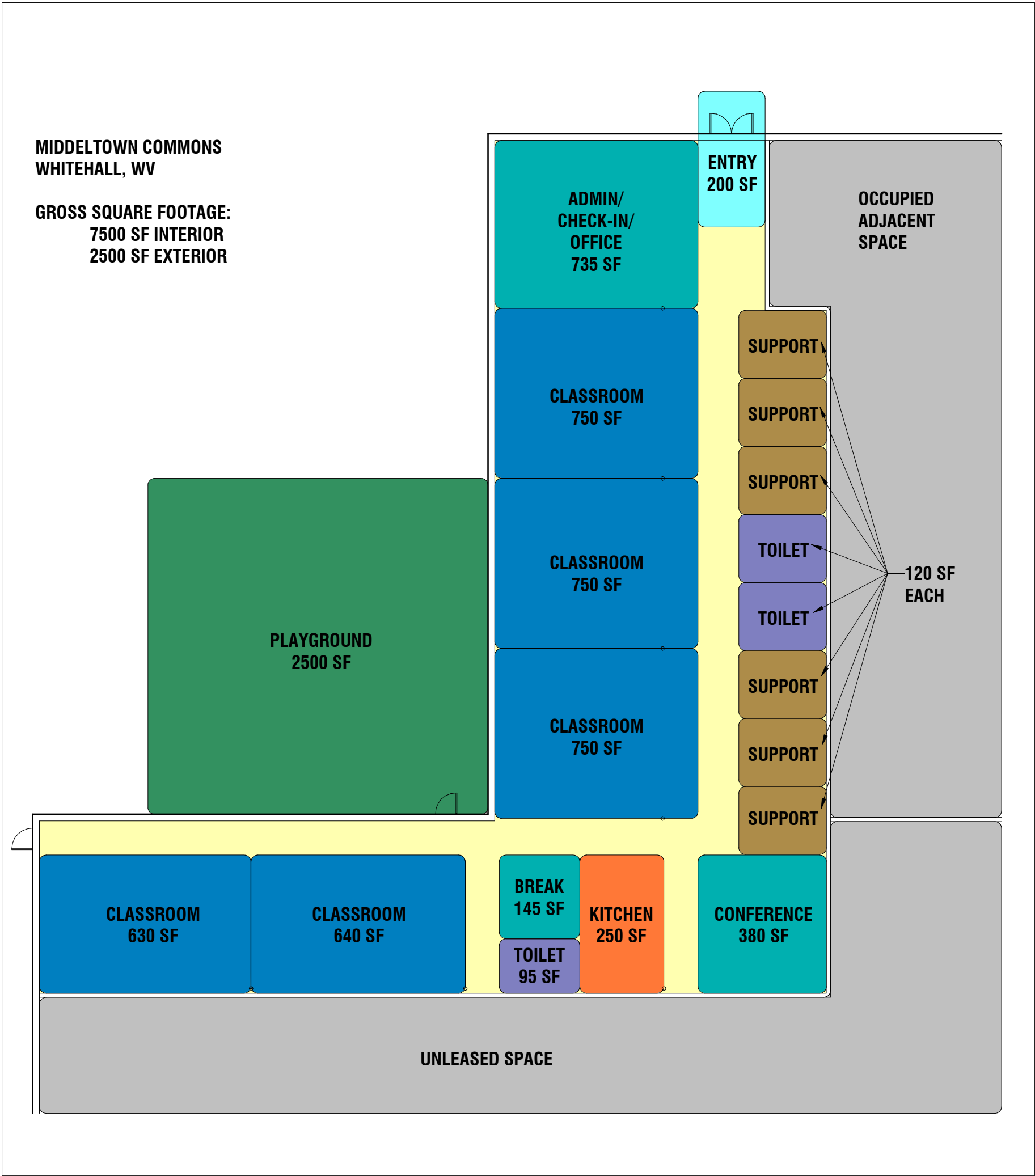
79H116	OFFICE EXPENSE	1,016.23	2,500.00	3,516.23	5,000.00	8,516.23
79H117	PRINTING AND BINDING	300.00		300.00		300.00
79H119	UTILITIES		\$10,000.00	10,000.00	8,500.00	18,500.00
79H120	TELECOMMUNICATIONS	337.50		337.50	1,500.00	1,837.50
79H122	CONTRACTURAL SERVICES	\$500.00	5,000.00	5,500.00		5,500.00
79H127	TRAVEL EMPLOYEE	216.00		216.00		216.00
79H133	RENTAL (PRINTING,COPYING and MISC)	1,500.00		1,500.00		1,500.00
79H138	SUPPLIES	6,200.03		6,200.03		6,200.03
79H148	HOSPITALITY	231.00		231.00		231.00
79H157	TRAINING AND DEVELOPMENT-IN STATE	540.00		540.00		540.00
79H159	POSTAL	200.00		200.00		200.00
79H253	RESRCH/ED AND MEDICAL EQUIP REPAIR	600.00		600.00		600.00
<b>TOTAL OPERATING EXPENSES</b>		<b><u>11,640.76</u></b>	<b><u>17,500.00</u></b>	<b><u>29,140.76</u></b>	<b><u>15,000.00</u></b>	<b><u>44,140.76</u></b>

**TOTAL SOURCES & USES OF FUNDS**

TOTAL	Sources of Funds	205,225.65	17,500.00	222,725.65	15,000.00	237,725.65
TOTAL	Labor	193,584.89	0.00	193,584.89	0.00	193,584.89
TOTAL	Expenses	<u>11,640.76</u>	<u>17,500.00</u>	<u>29,140.76</u>	<u>15,000.00</u>	<u>44,140.76</u>
<b>NET</b>		<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>

## Early Childhood Program Relocation Projected Costs

Description	Amount/Commitments
Classroom Materials	\$ 75,000
Information Technology & Security	\$ 30,000
Outdoor Learning	\$ 20,000
Office and Classroom Furniture	\$ 25,000
<b>Total</b>	<b>\$ 150,000</b>



# 1 Schematic Layout 01

SCALE: 1/16" = 1'-0" SHEET: SK-1.0



MINUTES OF MARCH 1, 2022  
SPECIAL MEETING OF THE BOARD

**PIERPONT COMMUNITY & TECHNICAL COLLEGE  
BOARD OF GOVERNORS SPECIAL MEETING  
March 1, 2022  
5:00 PM**

**National Aerospace Education Center (NAEC)  
1050 East Benedum Industrial Drive, Room 103  
Bridgeport, WV 26330**

**MINUTES**

**Notice of Meeting and Attendance**

A special meeting of the Pierpont Community & Technical College (Pierpont) Board of Governors was held on March 1, 2022, beginning at 5:00 PM. This meeting was held at the National Aerospace Education Center, Bridgeport, WV. A videoconference (Zoom) option was made available to participants. The meeting was published on the West Virginia Secretary of State's Meetings Notice Webpage.

**I. Call to Order – Open Session**

*1. Opening Comment*

David Hinkle, Chair, called the meeting to order in open session at 5:07 PM.

*Board members present:*

Brian S. Bozarth, Thomas F. Cole, David L. Hinkle, Anthony Hinton, Lisa Q. Lang, Jeffery H. Powell, Rick Pruitte (via Zoom), Larry J. Puccio, Jr. (via Zoom), Anna Romano, Jillian Sole, and Haley Thomas (via Zoom)

*Others Present:*

Members of President's Cabinet, faculty, staff, and others

**II. Executive Session – Closed Session**

*1. Entering Executive Session – Closed Session*

Ms. Lisa Q. Lang moved that the Board go into Executive Session in accordance with WV Code §6-9A-4. Mr. Jeffery H. Powell seconded the motion. All agreed. Motion carried.

Items brought into Executive Session:

- a. Discuss merger with Fairmont State University (*David L. Hinkle, Chairman of the Board*)
  - b. Adopt any resolutions concerning merger with Fairmont State University (*David L. Hinkle, Chairman of the Board*)
  - c. Discuss hiring legal representation (*David L. Hinkle, Chairman of the Board*)
2. *Exiting Executive Session – Back to Open Session*

Mr. Thomas F. Cole moved to exit Executive Session and return to Open Session. Mr. Jeffery H. Powell seconded the motion. All agreed. Motion carried.

3. *Items brought forward from Executive Session*

- a. **Hire Legal Representation**

Mr. Anthony Hinton moved:

That Pierpont Board of Governors will seek to hire legal counsel to represent Pierpont and/or Pierpont BOG for any legal actions, including the current legal suit reference 22-P-63.

Ms. Lisa Q. Lang seconded the motion. All agreed. Motion Carried.

- b. **Adopt Resolution**

Mr. Anthony Hinton moved:

That Pierpont Board of Governors adopts proposed resolution to include clarification letter.

Ms. Anna Romano called for a formal vote from the Board. The recorded votes were as follows:

<b>Voting Board Member</b>	<b>Vote</b>
Brian S. Bozarth	Yea
Thomas F. Cole	Yea
Lisa Q. Lang	Yea
David L. Hinkle	Yea
Anthony Hinton	Yea
Rick Pruitte	Not present
Jeffery H. Powell	Yea
Larry Puccio, Jr.	Yea
Jillian Sole	No
Haley Thomas	Not present
Anna Romano	No

Motion Carried.

### **III. Adjournment**

There being no further business, Ms. Lisa Q. Lang offered a motion to adjourn the meeting. Ms. Anna Romano seconded the motion. All agreed. Motion carried.

*Respectfully submitted by Amanda N. Hawkinberry*

**Pierpont Mission Statement:** To provide accessible, responsive, comprehensive education that works.

**Pierpont Vision Statement:** Empowering individuals to transform their lives through education.

**Pierpont Tagline:** Education that Works.

**Tab**

**2**

## ACADEMIC/STUDENT AFFAIRS REPORT





Office of the Provost  
Pierpont Community & Technical College  
North Central WV Advanced Technology Center  
500 Galliher Drive, Fairmont, WV 26554

**Michael Paul Waide, Ed.D.**  
**AcademicAffairs@pierpont.edu**  
**Phone 304-367-4602**

## **Operational Report from Academic Affairs & Student Affairs**

Contained in the operational report from Academic Affairs are updates from the academic schools' deans and directors of areas within Academic Affairs since the previous report to the Board of Governors (BOG).

### **Academic Schools**

#### ***Business, Aviation, & Technology***

In the School of Business, Aviation & Technology curriculum changes for Applied Design were approved by Faculty Senate and will be implemented in Fall 2022 making the three design areas (Drafting, Graphics, and applied Design) more collaborative. The Advanced Welding program will have its first graduates this Spring. The Aviation Program hosted a successful open house on March 12th. Joe Filchock, Petroleum Program Coordinator, achieved the credential for OSHA 30 Trainer and the credential for Safeland Trainer.

#### ***Robert C. Byrd NAEC***

Aviation Technology continues to make strides to promote the program to maximize enrollment to our 130 FAA limit (currently 106 enrolled for spring) and to improve curriculum/equipment in anticipation of the FAA Part 147 regulatory revisions. Saturday, March 12, we hosted a successful open house with 55 visitors and prospective fall semester enrollments. Tuesday, April 12, we will be hosting a Job Fair with all aviation-related stakeholders being invited to meet with our students and discuss employment opportunities locally. We have requested an extension of the ARC/EDA Grant to allow for continuation of funding until August 31, 2022 and allocation of approximately \$100,000 for equipment. Our final aircraft purchase, a Cessna Citation, is due to be delivered within the next couple of weeks, bringing aircraft acquisitions to three jet aircraft, one twin-engine

piston aircraft, and two single-engine piston aircraft. To better prepare students for FAA certification exams and increase the percentage of students completing FAA exams, since we cannot mandate FAA testing, we are requiring all students to submit practice exams every two weeks as course assignments. Finally, we are currently soliciting funds for our student scholarships for tuition and certification exams, which will also remove obstacles for student completion of the program.

### ***General Education & Professional Studies***

The faculty and staff of Pierpont's School of General Education and Professional Studies (GEPS) have been actively engaged in a multitude of activities since reporting at the last regularly-scheduled Board of Governors meeting, as exemplified by the following School highlights:

Associate Professor of English, Natalie Sypolt, who serves as President of the Appalachian Studies Association, helped to organize the 45th annual Appalachian Studies Conference scheduled for March 17-20 at West Virginia University. Pierpont students are able to attend this conference free of charge.

GEPS leadership has begun work with The Babb Group, an instructional design company, to develop online Blackboard courses for approximately 15 courses. This course development work is scheduled for completion in mid-May.

Finally, Pierpont's administration and GEPS leadership have been actively engaged in drafting contingency plans and class schedules for the Early Childhood Education and Food Service Management programs' June 30th relocation from the Locust Avenue campus

### ***Health Sciences***

The School of Health Science programs is separating its 0 credit labs from its theory courses. Medical Laboratory Technology, Respiratory Care, and Physical Therapist Assistant have all submitted curriculum proposals to separate lab and lecture. Medical Laboratory Technology and Veterinary Technology attended the Outreach Day at Grafton High School on March 10, 2022 and spoke with potential students about their programs. Applications have closed for selective enrollment programs. Student applications will be reviewed, admitted, and registered immediately.

## **e-Learning**

In February an RFP was issued and awarded for instructional design services to The Babb Group. An initial kick-off meeting was held on the March 8th. There will be 16 General Education courses designed by the end of the Spring 2022 semester. Development has also begun internally on courses that are being offered as part of an online program. eLearning is still waiting for the revised Distance Learning Policy 61 to be presented to move forward with the eCollege.

## **Student Success & Completion**

Faculty and staff have referred 91 student early-alerts to the Office of Student Success & Completion. The office has also received three student self-referrals. The early alert referral system connects at-risk students with campus services, such as tutoring, advising, financial aid, etc. These departments collaborate with the Office of Student Success and are able to provide appropriate intervention and receive feedback on actions taken. While working with early alerts and probationary students, the Office of Student Success identified the need for peer mentors to promote student success. As a result, it is with great pleasure to introduce Pierpont's first peer mentors, Hailey Perrine and Ty Haley. Both peer mentors will serve as a resource and guide for institutional acclimation while building, encouraging, and supporting mentoring relationships for first-year and returning students. Hailey and Ty are both sophomores enrolled in Physical Therapist Assistant and Respiratory Care programs.

## **Teaching Excellence & Assessment**

The Center for Teaching Excellence, Assessment, & Inclusion has been creating and curating professional development materials for the Blackboard Community for faculty. Recently, Academic Affairs distributed to faculty the *Four-Week's* edition of the faculty newsletter, which included resources on "testing as teaching" through classroom tech tools. The newsletter also included a demographic summary of Fall 2021 graduates with a special focus on success rates of students identifying as Black/African American. The Director continues to support and guide the work of the General Education Committee, which recently finalized the new rubric for Pierpont's "Oral Communication" outcome. Future projects include the installation and supervision of a StudioMatic™ One Button Studio for faculty and student use for continual improvements in

teaching and learning. For example, students may use the space to record their oral presentations for faculty review, perhaps applying the newly implemented assessment rubric for the general education outcome, oral communication.

### **Counseling and Disability Services**

The Counseling division addressed one student in crisis and met with 40 appointments. Counseling division is spearheading a Campus-Wide Mental Health Initiative (grant-funded) and a second staff member has been certified to teach QPR suicide prevention. Counseling division has also scheduled a Mental Health First Aid class for Health Science students, created Life Skills independent learning modules, and is revising Faculty/Staff Crisis Response Protocol for Distressed Students. Disability Services proctored four tests, addressed five faculty/student consultations, saw three appointments and two intakes, and created an internship protocol for students with disabilities. The Learning Strategies division saw six appointments and is working with 2 graphic design interns. Pierpont's Parents Place met with one WV Works student and made craft bags for kids with WV Works information.

### **Financial Aid**

Financial Aid is packaging and pulling down FAFSAs for the 2022-2023 Academic Year with a targeted completion of April 4, 2022. Additionally, Financial Aid is packaging aid for the summer session. Following testing, a target date for packaging aid could take place on or before April 14, 2022. Financial Aid will begin to explore cross-training within the unit, ensuring staff members are cross-trained in verifications, satisfactory academic progress appeals, Direct Loan and Pell Grant reconciliations, Parent PLUS and Private Loans, and special conditions. The Statewide Single Audit (SSA) has been completed and narratives for findings have been submitted on time. In response to the SSA, processes and procedures have been implemented to reduce or eliminate further occurrences. Financial Aid will soon begin awarding funds from Pierpont's 14 scholarships.

### **Enrollment, Admissions, & Recruiting**

Pierpont's Admissions team continues to actively launch the robust CRM. Currently, we are in the beginning stages of testing the new online application; this is intended to be launched in coordination with the new website. Additionally, the team has been working to connect and set up the broader communication tools that will transform our ability to

easily, regularly, and effectively communicate with current and future students. The admissions team has also been invited to a variety of upcoming career & college fairs and intends to participate.

### **Registrar**

The Office of the Registrar is currently working on multiple projects, including new registration software (Register) and new software to streamline the curriculum process (Curriculog). In addition, we are in the implementation phase of DegreeWorks, a software tool for students and advisors that promotes timely graduation. We are preparing the class schedules for Summer 2022, Fall 2022, and the Spring 2023 semesters, in which students will begin scheduling classes beginning in April. In preparation for May graduation, we are currently reviewing, along with the academic schools, students who have applied for graduation, verifying that they are in the process of completing their requirements. Finally, in speaking of graduation, we are actively involved in the planning of the commencement ceremony, which will be held on May 13.

## CLASSIFIED STAFF REPORT

**Classified Staff Council Report  
Board of Governors Meeting  
March 22, 2022**

**Chairperson Hinkle, Board of Governors and Dr. Hancock**

**Pierpont's Classified Staff Council met for a special meeting on February 8<sup>th</sup> to discuss the possible partnership with Fairmont State University. Classified Staff were not supportive of the partnership. They are supportive of Faculty Senate in their decision not to support a possible merger of the two institutions.**

**Our regular classified staff council meeting was on February 23, 2022.**

**Items covered were:**

**\*Minutes from the February 8, 2022 Meeting were approved.**

**\*Sierra Spitzer was nominated and elected to serve as Pierpont's ACCE Representative on the State Level.**

**\*Jillian Sole gave the BOG Report.**

**\*The balance of the Classified Staff Council's Scholarship Fund is \$2,793.61. There is \$493.79 in the Events Fund. Classified Staff discussed and decided to award two \$500 full-time scholarships and two \$250.00 part-time scholarships for the 2022-2023 Academic Year. The application was sent to Pierpont's classified staff and it is to be turned into our HR Office by June 30, 2022.**

**Our next Council Meeting will be March 30, 2022.**

**That concludes my report.**

**Questions?**

**Mary Jo Rutherford, Chair  
Pierpont Classified Staff Council  
500 Galliher Drive  
Fairmont, WV 26554  
304-367-4919  
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## STUDENT GOVERNMENT ASSOCIATION REPORT

SGA (Student Government Association) Board of Governor's Report March 11<sup>th</sup>, 2022.

Since the last meeting, Student Government has continued to work on the Student Engagement Initiative and the Green Bandana Initiative in collaboration with the office of Support Services. The students are also planning several events for April and May such as an event focused on stress management and test preparation before finals week among other engagement opportunities for students.

**Tab**

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**Board of Governors**  
**Budget/Finance Report FY 2022**  
**Pierpont Community & Technical College**  
**as of February 28, 2022**

**SUMMARY:**

The projected effect on net assets for FY 2022 as of February 28, 2022, is an increase of \$62,470.

**UNRESTRICTED OPERATING FUNDS:**

The Budget Balance as of February 28, 2022, of \$62,470 represents no change from the January 31, 2022 Budget/Finance Report.

As of this report date, the YTD Actuals for Unrestricted Funds reflect the following:

- The institution has realized approximately 78% of projected tuition and fees revenue.
- The institution has realized approximately 106% of auxiliary enterprise revenues.
- The institution has realized approximately 79% of overall revenues.
- The institution has incurred approximately 57% of operating expenses.
- The Year-To-Date Actual Budget Balance is \$3,753,555.

**NOTE:** *All Unrestricted Funds now identify the CARES Act (HEERF) Institutional Funds drawn for lost revenues year to date as reported in "TRANSFERS & OTHER" in line "Transfer to Reserve/Operating (from HEERF Funding)". The total amount drawn YTD is \$816,340.*

**RESTRICTED FUNDS**

Restricted funds have now been updated and added to the Budget/Finance Report. Restricted funds are made up of all grants including Federal, State, and Private and are restricted in their use to the guidelines associated with each specific grant.

**PLANT FUNDS**

Plant Funds do not have an Operating Revenue budget due to funds only getting transferred into plant funds from other fund types; primarily from Unrestricted Funds. There are no Tuition and Fee revenues that go directly into Plant Funds.

The Capital Expenditures Budget increased by \$400,000 based on the Board's approval of \$400,000 to be used for the relocation of the Culinary Program.

As of this report date, the YTD Actuals for Plant Funds reflect the following:

- The institution has realized approximately 198% of projected transfers into Plant Funds.
- The institution has incurred approximately 96% of operating expenses.
- The institution has incurred approximately 51% of non-operating expenses.
- The Year-To-Date Actual Budget Balance is \$2,170,945.
- The current uncommitted cash balance in Plant Funds and the Facilities Fee Fund is \$2,058,349.

**Pierpont Community & Technical College**  
**Actual vs Budget Statement of Revenues and Expenses**  
**Current Unrestricted (Including Depreciation)**

February 28, 2022

		Approved Budget	Current Budget	Actual YTD	YTD Actual to Current Budget
<b>OPERATING REVENUE</b>					
	Tuition and Fees	7,387,309	7,546,982	5,902,622	78.21%
	Auxiliary enterprise revenue	457,000	505,379	536,374	106.13%
	Other Operating Revenues	303,253	517,628	336,380	64.98%
	<b>Total:</b>	<b>8,147,562</b>	<b>8,569,989</b>	<b>6,776,876</b>	<b>79.08%</b>
<b>OPERATING EXPENSE</b>					
	Salaries	7,798,934	7,434,986	4,132,689	55.58%
	Benefits	1,702,872	1,740,980	858,199	49.29%
	Student financial aid - scholarships	248,252	248,252	79,391	31.98%
	Utilities	193,062	148,790	134,073	90.11%
	Supplies and Other Services	4,479,713	5,286,158	3,371,261	63.78%
	Equipment Expense	85,695	76,312	40,215	52.70%
	Fees retained by the Commission	101,407	101,407	70,179	69.21%
	Loan cancellations and write-offs	100,000	100,000	0	0.00%
	Assessment for Auxiliary Fees & Debt Service	457,000	0	0	0.00%
	<b>Total:</b>	<b>15,166,935</b>	<b>15,136,884</b>	<b>8,686,006</b>	<b>57.38%</b>
<b>OPERATING INCOME / (LOSS)</b>		<b>(7,019,373)</b>	<b>(6,566,895)</b>	<b>(1,909,130)</b>	
<b>NONOPERATING REVENUE (EXPENSE)</b>					
	State appropriations	7,820,129	7,820,129	5,239,486	67.00%
	Gifts	115,000	102,700	0	0.00%
	Investment Income	69,846	69,846	1,859	2.66%
	Assessment for E&G Capital & Debt Service Costs	(515,145)	(515,145)	0	0.00%
	<b>Total:</b>	<b>7,489,830</b>	<b>7,477,530</b>	<b>5,241,345</b>	<b>70.09%</b>
<b>TRANSFERS &amp; OTHER</b>					
	Capital Expenditures	(22,290)	(22,290)	0	0.00%
	Construction Expenditures	0	0	0	0.00%
	Transfers for Financial Aid Match	(30,875)	(30,875)	0	0.00%
	Indirect Cost Recoveries	0	0	0	0.00%
	Transfers for Capital Projects	(395,000)	0	0	0.00%
	Transfers to Plant Reserves		(395,000)	(395,000)	100.00%
	Transfer to Reserves/Operating (from HEERF Funding)	0	0	816,340	0.00%
	<b>Total:</b>	<b>(448,165)</b>	<b>(448,165)</b>	<b>421,340</b>	
<b>BUDGET BALANCE UNRESTRICTED</b>		<b>22,292</b>	<b>462,470</b>	<b>3,753,555</b>	
<b>Less Depreciation (Net of Capitalized Assets)</b>		<b>(400,000)</b>	<b>(400,000)</b>		
<b>BUDGET BALANCE LESS DEPRECIATION</b>		<b>(377,708)</b>	<b>62,470</b>	<b>3,753,555</b>	

**Pierpont Community & Technical College**  
**Actual vs Budget Statement of Revenues and Expenses**  
**Current Unrestricted - President**

February 28, 2022

		<b>Approved Budget</b>	<b>Current Budget</b>	<b>Actual YTD</b>	<b>YTD Actual to Current Budget</b>
<b>OPERATING REVENUE</b>					
	Tuition and Fees	5,835,788	6,148,210	5,093,862	82.9%
	Other Operating Revenues	298,253	5,000	51,330	1026.6%
	<b>Total:</b>	<b>6,134,041</b>	<b>6,153,210</b>	<b>5,146,692</b>	<b>83.64%</b>
<b>OPERATING EXPENSE</b>					
	Salaries	7,238,361	6,999,549	3,933,820	56.20%
	Benefits	1,618,039	1,682,909	828,819	49.25%
	Student financial aid - scholarships	237,252	237,252	69,185	29.16%
	Utilities	190,063	145,791	133,929	91.86%
	Supplies and Other Services	3,435,726	3,448,719	2,396,239	69.48%
	Equipment Expense	27,702	20,068	31,134	155.14%
	Loan cancellations and write-offs	100,000	100,000	0	0.00%
	Fees retained by the Commission	101,407	101,407	70,179	69.21%
	<b>Total:</b>	<b>12,948,549</b>	<b>12,735,695</b>	<b>7,463,305</b>	<b>58.60%</b>
<b>OPERATING INCOME / (LOSS)</b>		<b>(6,814,508)</b>	<b>(6,582,485)</b>	<b>(2,316,613)</b>	
<b>NONOPERATING REVENUE (EXPENSE)</b>					
	State Appropriations	7,820,129	7,820,129	5,239,486	67.00%
	Gifts	96,000	96,000	0	0.00%
	Investment Income	69,846	69,846	1,859	2.66%
	Assessment for E&G Capital & Debt Service Costs	(515,145)	(515,145)	0	0.00%
	Fees assessed by Commission for other	0	0	0	0.00%
	<b>Total:</b>	<b>7,470,830</b>	<b>7,470,830</b>	<b>5,241,345</b>	<b>70.16%</b>
<b>TRANSFERS &amp; OTHERS</b>					
	Capital Expenditures	0	0	0	0.00%
	Construction Expenditures		0	0	0.00%
	Transfers for Financial Aid Match	(30,875)	(30,875)	0	0.00%
	Transfers for Capital Projects	(395,000)	0	0	0.00%
	Transfers to Plant Reserves		(395,000)	(395,000)	100.00%
	Transfer to Reserves/Operating (from HEERF Funding)	0	0	582,812	0.00%
	<b>Total:</b>	<b>(425,875)</b>	<b>(425,875)</b>	<b>187,812</b>	
<b>BUDGET BALANCE</b>		<b>230,447</b>	<b>462,470</b>	<b>3,112,544</b>	
<b>Less Depreciation (Net of Capitalized Assets)</b>		<b>(400,000)</b>	<b>(400,000)</b>	<b>0</b>	
<b>BUDGET BALANCE LESS DEPRECIATION</b>		<b>(169,553)</b>	<b>62,470</b>	<b>3,112,544</b>	

**Pierpont Community & Technical College**  
**Actual vs Budget Statement of Revenues and Expenses**  
**Current Unrestricted - Fund Manager**

February 28, 2022

		Approved Budget	Current Budget	Actual YTD	YTD Actual to Current Budget
<b>OPERATING REVENUE</b>					
	Tuition and Fees	1,551,521	1,398,772	808,761	57.82%
	Other Operating Revenues	5,000	294,373	60,796	20.65%
	<b>Total:</b>	<b>1,556,521</b>	<b>1,693,145</b>	<b>869,556</b>	<b>51.36%</b>
<b>OPERATING EXPENSE</b>					
	Salaries	560,574	435,437	198,868	45.67%
	Benefits	84,833	58,071	29,380	50.59%
	Student financial aid - scholarships	11,000	11,000	8,705	79.14%
	Utilities	2,999	2,999	144	4.80%
	Supplies and Other Services	1,043,987	1,113,804	140,667	12.63%
	Equipment Expense	57,994	56,244	9,081	16.15%
	<b>Total:</b>	<b>1,761,387</b>	<b>1,677,555</b>	<b>386,846</b>	<b>23.06%</b>
<b>OPERATING INCOME / (LOSS)</b>		<b>(204,866)</b>	<b>15,590</b>	<b>482,711</b>	
<b>NONOPERATING REVENUE (EXPENSE)</b>					
	Gifts	19,000	6,700	0	0.00%
	Investment Income	0	0	0	0.00%
	<b>Total:</b>	<b>19,000</b>	<b>6,700</b>	<b>0</b>	<b>0.00%</b>
<b>TRANSFERS &amp; OTHER</b>					
	Capital Expenditures	(22,290)	(22,290)	0	0.00%
	Construction Expenditures	0	0	0	0.00%
	Indirect Cost Recoveries	0	0	0	0.00%
	Transfer to Reserves/Operating (from HEERF Funding)	0	0	10,358	0.00%
	Transfer - for Capital Projects	0	0	0	0.00%
	<b>Total:</b>	<b>(22,290)</b>	<b>(22,290)</b>	<b>10,358</b>	<b>0.00%</b>
<b>BUDGET BALANCE</b>		<b>(208,156)</b>	<b>0</b>	<b>493,069</b>	

Pierpont Community & Technical College  
Actual vs Budget Statement of Revenues and Expenses  
Auxiliary - Pierpont C&TC - Clearing

February 28, 2022

		Approved Budget	Current Budget	Actual YTD	YTD Actual to Current Budget
<b>OPERATING REVENUE</b>					
	Auxiliary enterprise revenue	457,000	505,379	536,374	106.13%
	Other Operating Revenues		218,255	224,255	102.75%
	<b>Total:</b>	<b>457,000</b>	<b>723,634</b>	<b>760,628</b>	<b>105.11%</b>
<b>OPERATING EXPENSE</b>					
	Assessment for Auxiliary Fees & Debt Service	457,000	0	0	0.00%
	Supplies and Other Services	0	723,634	834,355	115.30%
	Student financial aid - scholarships	0	0	1,501	0.00%
	<b>Total:</b>	<b>457,000</b>	<b>723,634</b>	<b>835,856</b>	<b>115.51%</b>
<b>OPERATING INCOME / (LOSS)</b>		<b>0</b>	<b>0</b>	<b>(75,228)</b>	
<b>TRANSFERS &amp; OTHERS</b>	Transfer to Reserves/Operating (from HEERF Funding)	<b>0</b>	<b>0</b>	223,170	
<b>BUDGET BALANCE</b>		<b>0</b>	<b>0</b>	<b>147,942</b>	



Pierpont Community & Technical College  
Actual vs Budget Statement of Revenues and Expenses  
Current Restricted  
February 28, 2022

		Current Budget	YTD Actual	YTD Actual to Current Budget
<b>OPERATING REVENUE</b>				
	Federal Grants and Contracts	4,585,194	2,354,457	51.35%
	State/Local Grants and Contracts	5,270,440	4,711,189	89.39%
	Private Grants and Contracts	682,682	155,754	22.82%
	<b>Total:</b>	<b>10,538,316</b>	<b>7,221,400</b>	<b>68.53%</b>
<b>OPERATING EXPENSE</b>				
	Salaries	474,522	156,731	33.03%
	Benefits	59,906	23,369	39.01%
	Student financial aid - scholarships	8,865,089	5,916,280	66.74%
	Supplies and Other Services	3,117,962	198,633	6.37%
	Equipment Expense	134,991	0	0.00%
	<b>Total:</b>	<b>12,652,470</b>	<b>6,295,012</b>	<b>49.75%</b>
<b>OPERATING INOCME / (LOSS)</b>		<b>(2,114,153)</b>	<b>926,388</b>	
<b>NONOPERATING REVENUE (EXPENSE)</b>				
	Federal Pell Grant Revenues	2,650,000	2,074,393	78.28%
	Gifts	5,605	0	0.00%
	Federal CARES Act Revenue	6,296,895	2,065,067	32.80%
	Federal CARES Act Expenses	(2,430,091)	(1,152,461)	0.00%
	<b>Total:</b>	<b>6,522,410</b>	<b>2,986,999</b>	<b>45.80%</b>
<b>TRANSFERS &amp; OTHERS</b>				
	Capital Expenditures	(483,081)	(114,286)	23.66%
	Transfers for Financial Aid Match	30,875	0	0.00%
	Transfer to Reserves/Operating (from HEERF funding)	(1,456,051)	(816,341)	
	Transfers to Plant Reserves	(2,500,000)	(2,500,000)	0.00%
	<b>Total:</b>	<b>(4,408,256)</b>	<b>(3,430,627)</b>	<b>77.82%</b>
<b>BUDGET BALANCE</b>		<b>0</b>	<b>482,760</b>	

Pierpont Community & Technical College  
Actual vs Budget Statement of Revenues and Expenses  
Plant Funds  
February 28, 2022

		Current Budget	YTD Actual	YTD Actual to Current Budget
<b>OPERATING REVENUE</b>	Tuition and Fees	0	0	0.00%
	<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>OPERATING EXPENSE</b>	Supplies and Other Services	223,195	215,451	96.53%
	<b>Total:</b>	<b>223,195</b>	<b>215,451</b>	96.53%
<b>OPERATING INOCME / (LOSS)</b>		<b>(223,195)</b>	<b>(215,451)</b>	96.53%
<b>NONOPERATING REVENUE (EXPENSE)</b>	Investment Income	2,000	0	0.00%
	HEPC Debt Service	(269,416)	(135,273)	50.21%
	<b>Total:</b>	<b>(267,416)</b>	<b>(135,273)</b>	50.59%
<b>TRANSFERS &amp; OTHERS</b>	Capital Expenditures	(1,623,331)	(373,331)	23.00%
	Construction Expenditures	0	0	0.00%
	Transfers for Capital Projects	0	0	0.00%
	Transfers to Plant Reserves	2,895,000	2,895,000	0.00%
	Transfers - Other			
	<b>Total:</b>	<b>1,271,669</b>	<b>2,521,669</b>	198.30%
<b>BUDGET BALANCE</b>		<b>781,058</b>	<b>2,170,945</b>	

**Tab**

**4**

**Pierpont Community and Technical College  
Board of Governors  
Meeting of March 22, 2022**

- ITEM:** Approval of additional Capital Funding for the Remodel and Expansion of the United Hospital Center (UHC) Building, 211 South Chestnut Street, Clarksburg, WV for the Veterinary Technology Assistant Program.
- COMMITTEE:** Committee of the Whole
- RECOMMENDED RESOLUTION:** Resolved that the Pierpont Community & Technical College Board of Governors approves transferring \$50,000 previously approved for a feasibility study to determine if the Culinary Program could be located at the Caperton Center and an additional \$690,000 in Capital Funds for the remodel and expansion of the recently acquired United Hospital Center Building, 211 South Chestnut Street, Clarksburg, WV to facilitate the required relocation of the Veterinary Technology Assistant Program from the Fairmont Locust Avenue Campus.
- STAFF MEMBER:** Dale Bradley
- BACKGROUND:** Pierpont has received the bids on the remodel and expansion of the United Hospital Center (UHC) Building for the Veterinary Technology Assistant Program.
- In order to keep the project moving forward Pierpont divided the project into five (5) components. Those components were as follows:
- Base Construction
  - Alternate #1 – Resource Room
  - Alternate #2 – Office Addition
  - Alternate #3 – Grooming Area
  - Alternate #4 – Monument Sign

The low-cost quotes for each were as follows:

- Base Construction - \$2,045,000
- Alternate #1 – Resource Room - \$119,300
- Alternate #2 – Office Addition - \$135,260
- Alternate #3 – Grooming Area - \$129,870
- Alternate #4 – Monument Sign - \$24,500

In order to complete the entire project (including all alternates) including the estimated costs of concrete and soil compaction testing and a contingency of \$50,000 for change orders requires an additional \$882,519.

Administration is recommending that \$50,000 previously approved for a feasibility study to determine if the Culinary Program could be located at the Caperton Center be transferred to address a portion of the additional funding needed to complete the Remodel and Expansion of the United Hospital Center (UHC) Building for the Veterinary Technology Assistant Program. The costs related to this feasibility study work has already been paid by the WV Community & Technical College System thereby eliminating the need for the \$50,000.

Administration and the Dean of the School of Health Careers is recommending that additional funds needed for base construction, concrete and soil compaction testing, a contingency of \$50,000 for change orders, Alternate #3 Grooming Area, and Alternate #2 Office Addition totaling \$688,719 rounded to \$690,000 be approved by the Board for this project.

Administration and the Dean of the School of Health Careers are not recommending funding Alternate #1 Resource Room as the Caperton Center which is approximately 100 feet from this facility and has available space to serve the needs of the “Resource Room”.

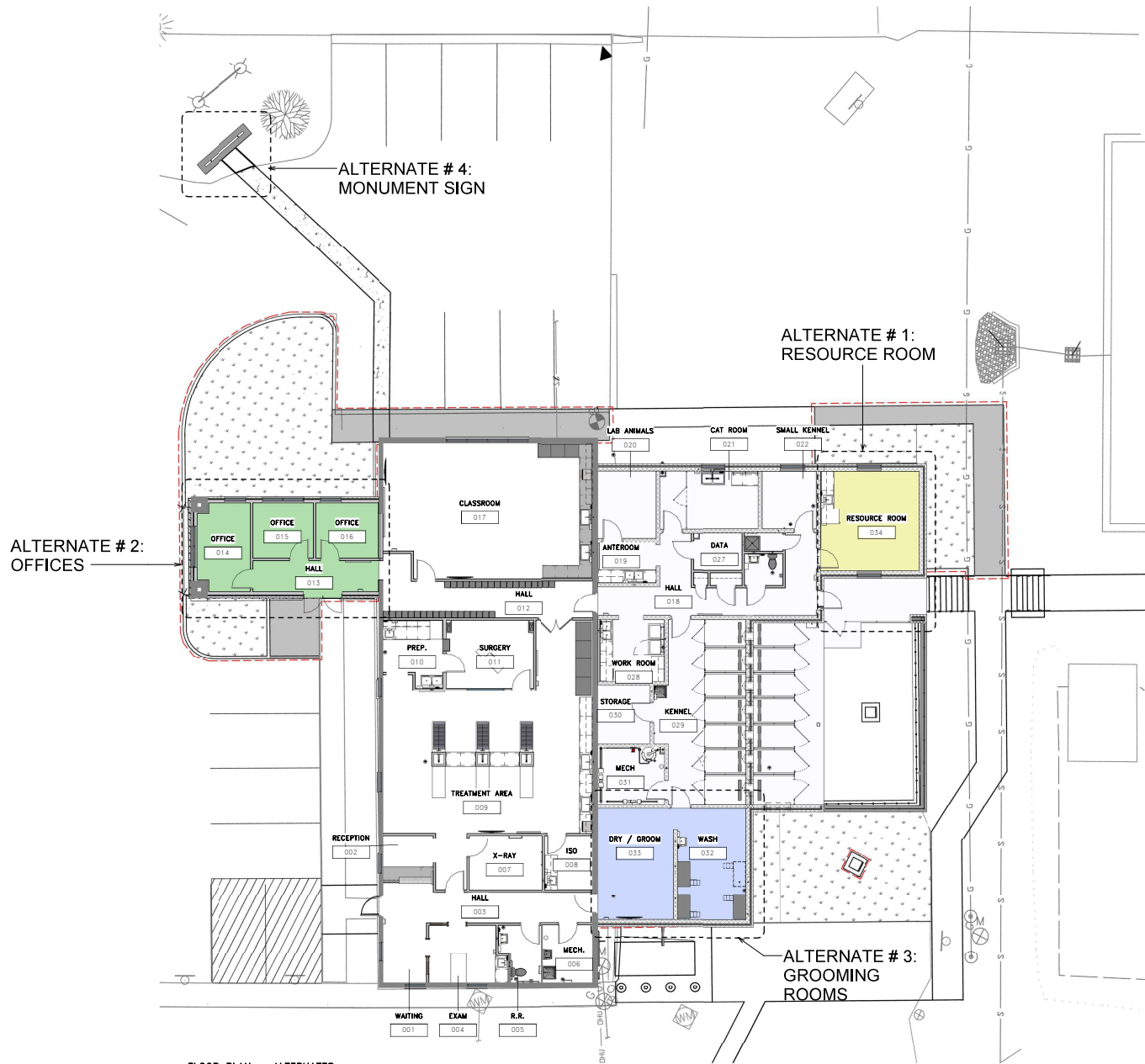
Administration and the Dean of the School of Health Careers are not recommending funding Alternate #4 Monument Sign as this is not critical and this cost may be able to be addressed with some

addition funds the institution may obtain through the WV C&TC Council for facility upgrades to the Gaston Caperton Center.

This would make the total institutional funds committed to the remodel and expansion of the United Hospital Center (UHC) Building, for the Veterinary Technology Assistant Program \$1,588,719.

The institution currently has \$2,058,439 in Capital Funds available to address these additional needs.

See related attachments.



Rev	Description	By	Date

Drawing Description
PIERPONT COMMUNITY & TECHNICAL COLLEGE 501 W MAIN ST, CLARKSBURG, WV PIERPONT VET TECH RELOCATION FLOOR PLAN - ALTERNATES

Project:	2201011
Designed By:	PJW
Drawn By:	JGH
Checked By:	PJW
Scale:	1/8" = 1'-0"
Plot Date:	
Revision:	
Drawing Number:	A000

**Pierpont Community & Technical College**  
Veterinary Technology Remodel Project  
**Funding Sources and Costs - Updated 3/9/2022**

<b>FUNDING</b>	
<b><u>Funding Sources in Place</u></b>	<b><u>Amount</u></b>
WV Community & Technical College System - <b>(Funds Remaining )</b>	\$840,625
Pierpont Capital Funds - Construction Costs <b>(BOG Approved 9/21/21)</b>	\$850,000
Pierpont Capital Funds Feasibility Study - Culinary at Caperton - <b>(Costs Paid by CTC System - No Longer Needed - Transfer to Vet Tech Project)</b>	\$50,000
<b>Total Funding Committed</b>	<b><u>\$1,740,625</u></b>

<b>COSTS</b>	
<b><u>Architect Costs</u></b>	<b><u>Amount</u></b>
Architect / Engineering Fees - <b>(Contract Remaining)</b>	\$49,214
<b>Total Architect Costs Remaining</b>	<b>\$49,214</b>
<b><u>Base Construction Costs Quote (Low Bid)</u></b>	
Quoted Base Construction Cost after Value Engineering	\$2,045,000
<b>Total Base Construction Costs</b>	<b>\$2,045,000</b>
<b><u>Additional Construction Costs</u></b>	
Concrete testing and soil compaction testing	\$20,000
Contingency for Change Orders	\$50,000
	<b>\$70,000</b>
<b>Total Additional Funding Above (Needed) For Base Construction</b>	<b>(\$423,589)</b>

<b><u>Alternates - Quoted Additional Costs (Low Bid)</u></b>	<b><u>Amount</u></b>
Alt # 1 - Resource Room	\$119,300
Alt # 2 - Office Addition	\$135,260
Alt # 3 - Grooming Area	\$129,870
Alt # 4 - Monument Sign	<u>\$24,500</u>
<b>Total Alternates - Additional Costs</b>	<b>\$408,930</b>



Veternairy Technology Remodel Project

***Funding Sources and Costs - Updated 3/9/2022***

**Total Additional Funding Above (Needed) If All Alternates Completed (\$832,519)**

**Recommended Alternates that be Funded**

Alt # 3 - Grooming Area - Recommend Complete \$129,870

Alt # 2 - Office Addition - Recommend Complete \$135,260

**Total Recommended Alternates that be Funded \$265,130**

**Total Additional Funding Above (Needed) Based on Recommended Alternates to Complete (\$688,719)**

Pierpont Community & Technical College  
Project Summary  
**Capital Plant Funds**  
As of February 21, 2022

Projects				
Projects - Funds Transferred	Approved Budget	Current Budget	Actual YTD	Unexpended Budget Balance
Caperton Center Expansion - Vet Tech	1,235,026	1,196,526	346,526	850,000
Master Facilities Plan	100,000	100,000	61,400	38,600
Feasibility Study - Culinary at Caperton	50,000	50,000	0	50,000
Small Capital Projects	100,000	100,000	137,859	(37,859)
Culinary Relocation	400,000	400,000	0	400,000
<b>TOTALS</b>	<b><u>1,885,026</u></b>	<b><u>1,846,526</u></b>	<b><u>545,785</u></b>	<b><u>1,300,741</u></b>

Plant Funds Cash Balances at February 21, 2022		
Fund Title	Fund	Cash Balance
Caperton Center Expansion-Vet Tech	3510	850,000.00
Master Facility Plan	3511	38,600.15
Feasibility Study - Culinary at Caperton	3512	50,000.00
Culinary Relocation	3514	400,000.00
Pierpont Small Capital Projects	3570	27,024.27
HEPC Debt Service	3573	134,143.00
Pierpont - E&G Cap & Infrastructure*	3575	1,412,589.77
<b>Total Cash in Plant Funds on Feb. 21, 2022</b>		<b><u>2,912,357.19</u></b>

\* Significant Deposits made to fund 3575 since June 30, 2021 include; \$614,443.22 deposited from FSU on 6/30/2021, \$2,500,000 in Appropriations for Separation and \$395,000 transferred from Unrestricted Fund 3170, Pierpont Facilities Fees.

## Capital Plant Funds

As of February 21, 2022

Unrestricted Facilities Fee Fund Cash Balances at February 21, 2022		
Fund Name	Fund	Cash Balance
Pierpont Facilities Fee	3170	645,759.54
Total Cash in Unrestricted Facilities Fee Fund		\$ 645,759.54

Cash Balances Available For Capital Projects as of February 21, 2022		
Fund Name	Fund	Cash Balance
Pierpont - E&G Cap & Infrastructure*	3575	1,412,589.77
Pierpont Facilities Fee	3170	645,759.54
Total Cash Balances Available For Capital Projects		\$ 2,058,349.31

**Tab**

**5**

**Pierpont Community & Technical College  
Board of Governors  
Meeting of March 22, 2022**

**ITEM:** Approval of Tuition and Fees Changes for Academic Year 2022-2023

**COMMITTEE:** Committee of the Whole

**STAFF MEMBER:** Dale Bradley

**RECOMMENDED ACTION:** Resolved that the Pierpont Community and Technical College Board of Governors approve the Tuition and Fees changes identified below for Academic Year 2022-2023.

**ATTACHMENTS:** The Education and General Fee Planning Schedule – Per Semester (Attachment F), the Proposed Special Fees (Attachment G), the Listing of Program Fees (Attachment H) identifying the proposed fee changes for Academic Year 2022-23. Also attached is the Memo concerning “FY 2022-23 Tuition and Fee Increase Requests” dated February 25, 2023 from Chancellor Sarah Armstrong Tucker.

**BACKGROUND:**

- **Education and General Tuition Fees** are charges levied on all students to support educational and general program services or optional fees levied for education and general services collected only from students using the service or from students for whom the services are made available. Educational and general expenditures include instruction, research, academic support, student services, institutional support, operation and maintenance of the physical plant, scholarships, and fellowships. Educational and general expenditures do not include expenditures for auxiliary enterprises or independent operations.
  - Pierpont is not requesting an increase to the Resident (In-State) Education and General Tuition Fees, the Reduced Non-Resident (Out-of-State) (Metro) Education and General Tuition Fees and the Non-Resident (Out-of-State) Education and General Tuition Fees for AY 2022-23.
- **Pierpont Special Fees** are operational, or user fees charged to offset the specific costs for providing a service. These fees include, but are not limited to, parking, late payments, drug testing, instrument fees, and other services provided to students.
  - Reduce the Diploma Replacement Fee from \$50 to \$25. The \$50 amount is a legacy from FSU and the \$25 fee is inline with other WV Community & Technical Colleges.
  - Pierpont entered into an agreement with Nelnet Business Solutions in FY 2022 effective for the Spring 2022 Term. This contract enabled students to receive their

student refund/difference payments each semester through Direct Deposit or Paper Check, thereby allowing students to receive their refund/difference payments timelier. This contract also eliminated the need for Business Office staff to process refund/difference payments, thereby improving the efficiency of the student refund/difference payment process. This Agreement allows Nelnet to charge Pierpont \$25 for Stop Payments; and \$15 for Copies of Cashed Checks. Since these costs would only be incurred if students do not take the necessary action to insure the address information on their student account is correct, or they are requesting additional details about the check received. The Administration is therefore requesting the addition of two new “Special Fees” that would only be passed on to the student that caused the charge to be incurred.

- Establish the Check Stop Payment Fee of \$25 per check stop payment. Historically Pierpont has had 50 – 75 of these type activities each year, therefore approximately 50 – 75 students would be impacted by this fee each year.
- Establish the Cashed Check Copy fee of \$15 per requested cashed check copy. Historically Pierpont has had 10 – 15 of these type activities each year, therefore approximately 10 – 15 students would be impacted by this fee each year.
- **Pierpont Program Fees** are charges levied to all students who take classes in a specific degree program to offset some of the higher, direct, instructional costs of these programs and minimize required tuition charged to all students.
  - Establish a Respiratory Care course laboratory fee of \$65 per course to be assessed to courses RESP 2250. This fee is needed for the student’s 16-week subscription to Electronic Health Record (EHR) Go. Students need to learn how to navigate a patient chart. They must be able to find pertinent information and document appropriately. Students do not have access to electronic patient charts at our clinical affiliates. EHR Go will allow the program to develop care plans and patient scenarios as a teaching tool for our courses. It contains interactive and clinically relevant content that will add a real life feel to classroom learning. A large portion of healthcare is proper charting and information gathering and EHR Go will fulfill these educational needs for the respiratory student.
  - Increase the Veterinary Technology and Veterinary Assistant course laboratory fee from \$25 to \$30. This increase is requested due to increased costs of consumables utilized in completing lab activities.
  - Increase the Medical Laboratory Technology course laboratory fee from \$25 to \$30. This increase is requested due to increased costs of consumables utilized in completing lab activities.
  - Increase the License Practical Nursing (LPN) National Council Licensure Examination (NCLEX) Review Fee from \$550 to \$1,630 per nursing student. The NCLEX Exam is a nationwide examination for the licensing of nurses. This fee is a one-time fee to be paid by new students entering the LPN Program. The students use this product

throughout the two plus years that they are enrolled in the LPN Program. The company from which this product is obtained has increased the cost of the product to \$1,630 per student

**Required Tuition and Fees.** Charges levied to all students and include educational and general fees, auxiliary fees, and capital fees.

## ATTACHMENT F

### Fee Planning Schedule- Per Semester Academic Year 2022-23

**Institution:** Pierpont Community & Technical College

Student Institutional Level: Community College  
(Community College, Undergraduate)

[illegible]



**Special Fees.** Operational or user fees charged to offset the specific costs for providing a service. These fees include, but are not limited to, parking, late payments, drug testing, instrument fees, and other services provided to students.

## Attachment G

### West Virginia Council for Community and Technical College Education

#### Proposed Special Fees

Academic Year 2022-23

Special Fees and Charges	Rate Per Semester 2021-22	Requested Rate Per Semester 2022-23	Increase/ (Decrease)	Estimated Number of Students Impacted by Fee Change *	Projected Revenue Due to Fee Change 2022-23 *
<b>Pierpont Community and Technical College</b>					
Application Fee - Competitive Programs	\$20	\$20	\$0	0	\$0
Board of Governor's Degree Evaluation	\$300	\$300	\$0	0	\$0
Credential Fee - Placement	\$3	\$3	\$0	0	\$0
Credit Conversion Fee	\$22	\$22	\$0	0	\$0
Credit for Life Experience Evaluation	\$300	\$300	\$0	0	\$0
Diploma Replacement	\$50	\$25	(\$25)	25	(\$625)
Duel Credit fee (per credit hour)	\$25	\$25	\$0	0	\$0
Technology Fee (per semester)	\$180	\$180	\$0	0	\$0
Exam for Course Credit (per credit hour)	\$22	\$22	\$0	0	\$0
Excess Course Withdrawal fee (per course assessed after 4 courses have been dropped)	\$50	\$50	\$0	0	\$0
ID Card Replacement Fee	\$20	\$20	\$0	0	\$0
Late Payment Fee	\$50	\$50	\$0	0	\$0
Late Registration	\$50	\$50	\$0	0	\$0
New Student Fee	\$130	\$130	\$0	0	\$0
Occupational Develop/Tech Studies Degree Evaluation	\$150	\$150	\$0	0	\$0
Transcript Fee	\$7	\$7	\$0	0	\$0
Reinstatement Fee	\$25	\$25	\$0	0	\$0
Returned Check Fee	\$15	\$15	\$0	0	\$0
Senior Citizens Audit Fee (per credit hour)	\$22	\$22	\$0	0	\$0
Violation of Tobacco Free Campus Policy - 2nd Offense	\$50	\$50	\$0	0	\$0
Violation of Tobacco Free Campus Policy - 3rd Offense	\$100	\$100	\$0	0	\$0
Check Stop Payment Fee	\$0	\$25	\$25	75	\$1,875
Cashed Check Copy Fee	\$0	\$15	\$15	15	\$225

**Program Fees.** Charges levied to all students who take classes in a specific degree program to offset some of the higher, direct, instructional costs of these programs and minimize required tuition charged to all students.

## Attachment H

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

Program Fees and Charges	Rate Per Semester 2021-22	Requested Rate Per Semester 2022-23	Increase/ (Decrease)	Projected Revenue Due to Fee Change 2022-23 *
<b>Pierpont Community and Technical College</b>				
Aviation Technology Fee (per credit hour)	\$40	\$40	\$0	\$0
Culinary Arts membership (per year)	\$85	\$85	\$0	\$0
Culinary Arts Professional Tool Kit	\$260	\$260	\$0	\$0
Cisco Academy Fee (Per Course)	\$56	\$56	\$0	\$0
Information Systems Program				
- CompTIA A+ Exam Fee (Per Course)	\$220	\$220	\$0	\$0
- CompTIA Security+ Exam Fee (Per Course)	\$190	\$190	\$0	\$0
Respiratory Care Program				
- Resp Care National Board Exam Review Fee (per course fee)	\$425	\$425	\$0	\$0
- Resp Care Self-Assessment Exam Fee (per course fee)	\$65	\$65	\$0	\$0
- Resp Care Trajecsyst Online Portal Fee (one time fee)	\$100	\$100	\$0	\$0
- Resp Care Board Testing Fee (one time fee)	\$200	\$200	\$0	\$0
- Resp Care Practice Clinic Simulations Fee (one time fee)	\$75	\$75	\$0	\$0
- Resp EHR Go Fee (per lab course)	\$25	\$65	\$40	\$1,120
School of Human Services				
- Culinary Foods Lab Fee (per course fee)	\$200	\$0	(\$200)	\$0
- EMT Basic Exam Fee (one time fee)	\$98	\$0	(\$98)	\$0
- EMT - P (Paramedic) National Registry Exam Fee ( one time fee)	\$152	\$0	(\$152)	\$0
- EMS - FIDP (Field Internship Database Program) Fee (one time fee)	\$100	\$0	(\$100)	\$0
CTC Materials Fee (per course fee)	\$25	\$0	(\$25)	\$0
Math Lab Fee (per course fee)	\$55	\$0	(\$55)	\$0
Program Fee - Applied Design (per semester)	\$225	\$0	(\$225)	\$0
Program Fee - Early Childhood (per semester)	\$275	\$0	(\$275)	\$0
Program Fee - Food Service Management (per semester)	\$300	\$0	(\$300)	\$0
Program Fee - Paralegal Studies (per semester)	\$275	\$0	(\$275)	\$0
Program Fee - Criminal Justice (per semester)	\$225	\$0	(\$225)	\$0
Program Fee - Emergency Medical Services (per semester)	\$325	\$0	(\$325)	\$0
Program Fee - Emergency Medical Services (CAS) (per semester)	\$325	\$0	(\$325)	\$0
Program Fee - Liberal Studies (per semester)	\$175	\$0	(\$175)	\$0

## Attachment H

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

Program Fees and Charges	Rate Per Semester 2021-22	Requested Rate Per Semester 2022-23	Increase/ (Decrease)	Projected Revenue Due to Fee Change 2022-23 *
Program Fee - AMSL/Interpreter Education (per semester)	\$399	\$0	(\$399)	\$0
Program Fee - Petroleum Technology (per semester)	\$350	\$0	(\$350)	\$0
Program Fee - Electrical Utility Technology (per semester)	\$350	\$0	(\$350)	\$0
Program Fee - Advanced Welding (per semester)	\$350	\$0	(\$350)	\$0
- Welding Technology Fee (per course fee)	\$160	\$0	(\$160)	\$0
Program Fee - Applied Process Technology (per semester)	\$350	\$0	(\$350)	\$0
- Applied Process Technology Tooling U Fee (per course)	\$128	\$0	(\$128)	\$0
- Applied Process Technology NETL Lab Fee (per course)	\$84	\$0	(\$84)	\$0
Program Fee - Aviation Maintenance (per semester)	\$400	\$0	(\$400)	\$0
Program Fee - Business (per semester)	\$225	\$0	(\$225)	\$0
Program Fee - Drafting/Design Engineering (per semester)	\$225	\$0	(\$225)	\$0
Program Fee - Graphics Technology (per semester)	\$225	\$0	(\$225)	\$0
Program Fee - Information Systems (per semester)	\$225	\$0	(\$225)	\$0
Program Fee - Cyber Security (CAS) (per semester)	\$225	\$0	(\$225)	\$0
Program Fee - Health Science (per semester)	\$185	\$0	(\$185)	\$0
Program Fee - Physical Therapist Assistant (per semester)	\$185	\$0	(\$185)	\$0
Program Fee - Health Information Technology (per semester)	\$185	\$0	(\$185)	\$0
- HIT Virtual Lab Fee (per semester)	\$75	\$0	(\$75)	\$0
Program Fee - Veterinary Technology (per semester)	\$185	\$0	(\$185)	\$0
Program Fee - Veterinary Assistant (CAS) (per semester)	\$185	\$0	(\$185)	\$0
- Vet Tech Lab Fee (per lab course)	\$25	\$30	\$5	\$1,000
Program Fee - Medical Laboratory Technology (per semester)	\$185	\$0	(\$185)	\$0
- Med Lab Tech Lab Fee (per lab course)	\$25	\$30	\$5	\$1,000
Program Fee - License Practical Nurse (per semester)	\$185	\$0	(\$185)	\$0
- LPN NCLEX Review Fee (one time fee) (Replacement)	\$550	\$1,630	\$1,080	\$21,600
Program Fee - Radiology Technology (per semester)	\$185	\$0	(\$185)	\$0
Program Fee - Respiratory Therapy (per semester)	\$185	\$0	(\$185)	\$0
Program Fee - Laboratory Assistant (per semester)	\$185	\$0	(\$185)	\$0

TO: Community and Technical College Presidents

FROM: Sarah Armstrong Tucker, Chancellor

DATE: February 25, 2022

SUBJECT: **FY 2022-23 TUITION AND FEE INCREASE REQUESTS**

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West Virginia Code §18B-10-1 requires the Council to approve tuition and fee increase recommendations approved by institutional governing boards in excess of ten percent and above seven percent over any three-year rolling period. Additionally, the code requires the Council to review all tuition and fees. Legislative Rule, Series 32 Tuition and Fees §135-32-5.1.a provides guidelines that the Council may take into consideration tuition increases.

Please provide a concise justification based on the following areas if requesting an increase in excess of seven percent for Fiscal Year (FY) 2022-23:

- The institutional impact of inflation - the 2020 HEPI inflation rate was 2.7 percent;
- The institution's rate of student financial aid participation (see *Attachment A*);
- FY 2022 state funding per annualized full-time equivalent student (AFTE) (see *Attachment B*);
- Total Education and General Funding which includes the FY 2022 projected E&G tuition revenue (excluding capital and auxiliary tuition and fees) plus FY 2022 state funding (see *Attachment C*);
- Most recent five-year history of tuition and fees increases including the five-year average (see *Attachment D*); and,
- Institutional implementation of new technical programs. Provide a detailed list of new technical programs implemented for FY 2018 through FY 2022, the date of implementation, and total cost of faculty and equipment.

Series 32, Tuition Rule section §135-32-5.2 and 5.3 requires Council staff to conduct a review of non-resident, as well as reduced non-resident (metro), tuition and fees. Non-resident and reduced non-resident (metro) tuition and fees must cover the full cost of instruction at the *lesser of* either the *institution's* full cost or the *system average's* full cost of instruction. The full cost of instruction calculation adds the expenses from the FY 2021 audit in instruction and student services then divides by the annualized full-time equivalent students.

## FY 2022-23 TUITION AND FEE INCREASE REQUESTS

February 25, 2022

Page 2

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Attachment E provides this analysis and includes a comparison of the FY 2021-22 non-resident and reduced non-resident tuition and fees (metro). The analysis identifies any rate that is lower than either the institution's or system's average. The lower rate must be corrected by submitting a change for FY 2022-23. This same consideration must be made for any *new* FY 2022-23 non-resident or reduced non-resident tuition and fees.

### INSTRUCTIONS FOR COMPLETING THE EXCEL SPREADSHEETS

Please complete attached Excel files labeled Attachment F, Attachment G, and Attachment H, and include ***all tuition and fees, special fees, and program fees.***

- **Attachment F**

Report existing and proposed required tuition and fees. If the proposed increase is above ten and above seven percent over any three-year rolling period percent, please provide revenue projections.

- **Attachment G**

To streamline the reporting process, Council staff included existing FY 2021-22 special fees as previously reported. Please review your respective institution's data to ensure accuracy and use this Excel file to update *column C* for any proposed changes to existing special fees. For new special fees, *blank lines have been provided for input.*

NOTE: **Any** proposed new special fees must include *the projected number of students impacted and estimated revenue generated*. WV Code §135-32-5.1. b.2 requires approval by the Council if a special fee is charged to more than 50 percent of students.

- **Attachment H**

To streamline the reporting process, Council staff included existing FY 2021-22 program fees as previously reported. Please review your respective institution's data to ensure accuracy and use this schedule to update *column C* for any proposed changes to existing program fees. For new program fees, *blank lines have been provided for input.*

Please indicate the academic fees to be paid by the WV Invests scholarship by placing a Y in column F for those that you consider to be eligible. The West Virginia Code permits the inclusion of academic fees..." charged to students for specific courses or programs to support such expenses as, but not limited to, lab, and equipment costs. Academic fees do not include textbooks, post-graduation expenses, or anything the student would keep or use after the course ends, for example tools, uniforms, or equipment."

NOTE: **Any** proposed new program fees must include the estimated revenue generated.

Please base your FY 2023 request on the Governor's FY 2023 Budget Bill. If the Governor's Budget Bill is altered in relation to appropriations for the community and technical colleges, the Council will hold a special meeting to adjust tuition and fee increase requests, if necessary.

Please submit your recommendations by April 1, 2022, to John Signore at [John.Signore@wvhepc.edu](mailto:John.Signore@wvhepc.edu). Should you have questions or need additional information, please contact John Signore or Ed Magee at 304-671-3059.

cc: Chief Financial Officers

**Tab**

**6**



## BOARD OF EDUCATION

Nancy Walker, President  
Ron Lytle, Vice President  
Michael L. Kelly, Member  
Dr. Melanie Rogers, Member  
Dr. Sara Anderson, Member

## SUPERINTENDENT

Dr. Eddie R. Campbell, Jr.

March 10, 2022

### VIA EMAIL

Dale Bradley  
Pierpont Community & Technical College  
500 Galliher Dr.  
Fairmont, WV 26554  
Dale.Bradley@pierpont.edu

RE: Shared Educational Facility at MTEC

Dear Mr. Bradley:

This letter is in follow up to a meeting that you had with Monongalia County Schools administrators Donna Talerico, Greg Dausch, Nicole Kemper and Jennifer Caradine on October 27, 2021, my letter to you dated November 10, 2021 and email correspondence from Jennifer Caradine to you on December 8, 2021.

I have received no response from you regarding Monongalia County School's proposed buy-out of Pierpont's interest in the facility. Meanwhile, Monongalia County Schools has paid for all utility and custodial services since the opening of the shared facility at MTEC, contrary to the Affiliation Agreement. The total cost of utilities and custodial services since and including fiscal year 2014, totals \$319,463.46. Based on a square footage usage basis, Pierpont is assessed thirty percent of the cost, which is \$95,839.04 for past usage. I have included a schedule of costs and an invoice for the total. We will bill on an annual basis going forward.

I remain hopeful that Pierpont will consider the buy-out.

Sincerely,

Eddie Campbell, Superintendent

Enclosures

Cc: David Hinkle, Dr. Anthony Hancock, Lyla Grandstaff, Nancy Ligus



Pierpont Building											
	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>	<u>FY 17</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>	<u>FY 21</u>	<u>Total</u>	<u>Usage of Bldg</u>	
<b>Water</b>	\$ 490.44	\$ 503.62	\$ 495.13	\$ 615.08	\$ 592.46	\$ 583.72	\$ 710.28	\$ 832.15	\$ 4,822.88		
<b>Natural Gas</b>	\$ 2,703.14	\$ 3,373.01	\$ 1,996.02	\$ 1,744.56	\$ 2,909.25	\$ 2,599.14	\$ 2,092.89	\$ 2,037.35	\$ 19,455.36		
<b>Electric</b>	\$ 10,224.47	\$ 10,547.54	\$ 12,121.97	\$ 13,500.70	\$ 14,414.07	\$ 7,645.79	\$ 7,994.80	\$ 6,735.88	\$ 83,185.22		
<b>1/2 Custodian</b>	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00	\$ 26,500.00	\$ 212,000.00		
<b>Total</b>	\$ 39,918.05	\$ 40,924.17	\$ 41,113.12	\$ 42,360.34	\$ 44,415.78	\$ 37,328.65	\$ 37,297.97	\$ 36,105.38	\$ 319,463.46	30%	\$ 95,839.04
Utility and Custodial costs based on entire building.											



# MONONGALIA COUNTY SCHOOLS

13 South High Street  
Morgantown WV 26501

Invoice No.

942

## INVOICE

### Customer

Name Pierpont Community & Technical College

Address 500 Galliher Dr

City Fairmont, WV 26554

Phone

Date 2/17/2022

Order No.

Rep

FOB

Qty	Description	Unit Price	TOTAL
1	Pierpont Portion of Utilites and Custodial Services at Shared Educational Facility at M-TEC	\$95,839.04	\$95,839.04

### Payment Details

- ☐ County Allocation  
☒ Check  
☐ Other

Monongalia County Schools

13 S. High Street  
Morgantown WV 26501

SubTotal	\$95,839.04
Shipping & Handling	\$0.00
Taxes	
<b>TOTAL</b>	<b>\$95,839.04</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BOARD OF EDUCATION OF THE  
COUNTY OF MONONGALIA, WEST VIRGINIA  
AND  
PIERPONT COMMUNITY AND TECHNICAL COLLEGE**

This Memorandum of Understanding is made and entered into this 25<sup>th</sup> day of January, 2012, by and between The Board of Education of the County of Monongalia, West Virginia ("MCBOE") Pierpont Community and Technical College ("Pierpont").

WHEREAS, pursuant to West Virginia Code § 18B-3C-11, Pierpont and MCBOE are authorized to create and implement shared vocational education facilities for the benefit of the citizens of the State of West Virginia; and

WHEREAS, in response to the foregoing legislation, a project between MCBOE and Pierpont has received approval to plan by their respective governing boards, The Board of Education of the County of Monongalia and The Board of Governors for Pierpont Community and Technical College for the construction of a shared educational facility ("Facility") on a site located near the existing Monongalia County Technical Education Center ("MTEC").

NOW, THEREFORE, in consideration of the foregoing and the provisions set forth below, the parties intending to be bound, hereby agree as follows:


1. Pursuant to West Virginia Code § 18B-3C-11, MCBOE and Pierpont will appoint a joint administrative board ("Joint Board") to guide the formation and operation of the facility and its curriculum.
2. With the consent of the MCBOE and The Board of Governors for Pierpont Community and Technical College, the Joint Board will undertake preliminary design studies for the proposed facility.
3. Pierpont intends to reimburse the MCBOE for building materials and limited construction costs not to exceed a total of \$500,000 for the construction of the Facility.
4. MCBOE intends to provide all labor, land and technical assistance, including but not limited to engineering services and bidding out documents for the construction of the Facility.
5. The parties, in coordination with the Joint Board will establish a more detailed fiscal arrangement, term and scope, and curriculum arrangements, to be reduced to a written agreement subject to approval of the West Virginia Attorney General.
6. Shared use of the Facility includes, but is not limited to, a minimum of two classrooms dedicated for Pierpont courses to be offered in the morning, afternoon, and evening. Remaining classrooms will be shared as detailed in the written agreement referenced in Item 5 above.

This Memorandum of Understanding is in effect from the date above and continues indefinitely until terminated by any party hereto as provided herein.

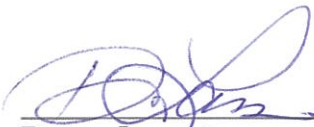
IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding effective as of the date and year first written above.

The Board of Education of the County  
of Monongalia, West Virginia

By:   
Barbara Parsons  
Its: President

By:   
Frank Devono  
Its: Superintendent

The Board of Governors for  
Pierpont Community and Technical College

By:   
Doreen Larson  
Its: President, Pierpont Community and  
Technical College

**INTERAGENCY  
AGREEMENT**

**BETWEEN**

**PIERPONT COMMUNITY AND TECHNICAL  
COLLEGE BOARD OF GOVERNORS  
AND  
THE BOARD OF EDUCATION OF THE COUNTY OF  
MONONGALIA**

**WHEREAS:** Pursuant to West Virginia Code 18B-3C-11, Community and Technical Colleges and the County Boards of Education in West Virginia are authorized to create and implement shared vocational education facilities for the benefit of the citizens of the state.

**WHEREAS:** In response to the foregoing legislation, a project between Pierpont Community and Technical College (hereinafter "Pierpont") and the Monongalia County Schools (hereinafter "Mon County Schools") has been approved by their respective governing boards, the Pierpont Community & Technical College Board of Governors (hereinafter "the Pierpont BOG") and the Board of Education of the County of Monongalia (hereinafter the "Board of Education") for the construction of a shared educational facility on the site of Monongalia County Technical Education Center.

**WHEREAS:** Pursuant to West Virginia Code 18B-3C-11, an Affiliation Agreement defining the roles of the parties has been created and signed, and a joint administrative board (hereinafter the "Joint Board") was appointed to guide the formation and operation of the facility and its curriculum.

**WHEREAS:** With the consent of the Pierpont BOG and the Board of Education, the Joint Board has undertaken preliminary design studies for the proposed facility.

**WHEREFORE:** In consideration of the foregoing and the provisions set forth below, the Pierpont Board of Governors, the Board of Education hereby enter into this ***Interagency Agreement*** which sets forth the procedures to be used to transfer Pierpont's share of construction funds to the Board of Education for payment of approved expenses related to the construction of a

shared educational facility on the campus of Monongalia Technical Education Center, subject to the following:

### **1. Fiscal Arrangement**

The parties to this construction project have committed themselves to share the costs of constructing this new facility. The base funding commitments to this project and the sources of this funding are as follows:

From Pierpont	\$450,000
From the Board of Education	\$300,000
Total	\$750,000

Expenditure of these funds for the construction expense shall be distributed between the two institutions based on the following general breakdown:

Pierpont will assume the costs related to the following construction related activities: Building; Electric; HVAC; Plumbing; Stone Work; Finish Concrete; Drywall Finish; Building Supply; Other Miscellaneous Building Specific Costs.

The Board of Education will function as the General Contractor for this construction project and will assume the costs related to the following construction related activities: Site Preparation; Engineering Services related to Site Preparation and Foundation Design; Architectural Services; General Construction Activities.

Approved expenditures are herein defined as those expenses:

(1) directly related to the architectural and engineering design of the facility, and to the construction and equipping of the facility; (2) the invoices for such expenses after having been reviewed by the Board of Education of the County of Monongalia Clerk-Of-the-Works as having been performed; (3) which are then submitted to the project architect for review as legitimate expenses according to the construction contract and plan; (4) which are then formalized into a monthly Request For Payment by the architect utilizing a standard American Institute of Architects (hereinafter "AIA") document for that purpose and signed by the architect; (5) the Requests for Payment for which are then submitted to the Board of Education acting as the fiscal agent for the project for signature and processing for payment; and (6) Request For Payment for which funds have been expensed by the Board of Education that are directly related to this project and agreed upon by all parties. Total

expenditures under this section shall not exceed \$750,000 unless additional funds become available as set forth below.

## **2. Control.**

The Board of Education will act as fiscal agent for the construction project and will administer the construction contract(s), architectural and engineering contract(s) and other construction-related contractual services as may arise. As such, the Board of Education will act as the contract "owner", and will execute all contractual functions on behalf of the parties hereto. For this construction project, Pierpont will review all construction-related contracts and will provide recommendations in relation to all construction-related fiscal matters.

## **3. Procedure**

Based on approved Requests For Payment submitted by the architect, the Purchasing Director of the Board of Education will invoice Pierpont for each approved request related to the Pierpont agreed to construction related costs. Pierpont will process the invoice under a Purchase order number, following the State's standard procedure for such invoices. Pierpont will honor all approved invoices up to the college's base funding contribution limit of \$450,000 unless this value is amended in accordance with the provisions listed below. At substantial completion, as defined by AIA standards, each signatory funding party will maintain proportional retainage funds until retainage is cleared for payment.

## **4. Limits**

Expenditures authorized under this agreement may not exceed \$750,000 unless the funding limit is altered in accordance with the provisions listed below. Additional costs beyond \$750,000 shall not be incurred except by the mutual written consent of the signatory funding parties in advance of the proposed additional cost.

## **5. Additional Funds**

Any additional funding available to, or required of, the signatory funding parties approved by their respective governing authorities will be distributed according to a numbered addendum to this agreement.

## **6. Exclusions**

Any signatory funding party may elect to assume full fiscal responsibility (or in-kind assignment) for individual, identifiable expenses beyond the scope of the previously identified construction costs, e.g., furnishings for a single classroom. The assignment of this cost to the project will be

considered to be exclusive of that funding party's base funding contribution and will not reduce their base funding contribution obligation. Furthermore, such contribution by a single funding party will not obligate the remaining signatory funding parties to any proportional cost sharing for the identified expenditure.

#### **7. Term and Scope**

The term of this Agreement shall begin on the date identified below and end on the date of construction project's completion and fiscal close-out. Nothing in this Agreement shall be construed to constitute an agreement for funding the operation of the facility following the completion of the construction work. This Agreement governs only construction-related funding.

#### **8. Excess Funds**

At the completion of the construction, and following fiscal close out, any excess funds remaining in the base funding obligation of each signatory funding party shall remain under the control of the respective signatory funding party without further obligation to this construction project. However should any excess funds remaining from either signatory funding party, by action of that party's governing authority, become available for reassignment to the project, may be reassigned for additional construction, operation or similar costs directly related to the project by the mutual written consent of the funding party and the Joint Board.

#### **9. Suspension or Termination**

The terms of this Agreement will remain in effect until the construction project is complete unless superseded by a subsequent agreement. The project may be suspended or terminated by the mutual written consent of the signatory funding parties, each party having been given 30 days written notice of the intent to do so.

#### **10. Ownership**

The Pierpont BOG will be considered a shared owner of this facility and shall have access to this specific facility at all times. The value/cost of Pierpont's investment in this asset will be capitalized in Pierpont's financial system. In the event that Pierpont BOG finds that the use for this facility no longer exists, the Pierpont BOG will notify the Board of Education at least one year prior to the date Pierpont plans to discontinue use of the facility. Upon Pierpont's discontinued use of the facility the Board of Education reserves the right to retain exclusive ownership of the facility and if choosing to retain exclusive



ownership will reimburse Pierpont for the net book value (capitalized investment less accumulation depreciation of the facility) at the time of Pierpont's discontinued use of the facility.

#### 11. Agreement Signatures

In witness whereof, the parties hereto have entered into this agreement the 17 day of May, 2012

FOR: The Board of Education of the County of Monongalia, West Virginia

By: Barbara Parsons 5/18/12  
Barbara Parsons  
Its: President

By: Frank Devono 5/18/12  
Frank Devono  
Its: Superintendent

FOR: The Board of Governors for Pierpont Community and Technical College

By: James Griffin  
James Griffin  
Its: Chairman

By: Doreen Larson  
Doreen Larson  
Its: College President

**ADDENDUM A**  
**TO**  
**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**PIERPONT COMMUNITY AND TECHNICAL**  
**COLLEGE BOARD OF GOVERNORS**  
**AND**  
**THE BOARD OF EDUCATION OF THE COUNTY OF**  
**MONONGALIA**

Section 7 of this Agreement is hereby amended as follows:

**7. Term and Scope**

The term of this Agreement shall begin on **February 1, 2012** and end on the date of construction project's completion and fiscal close-out. Nothing in this Agreement shall be construed to constitute an agreement for funding the operation of the facility following the completion of the construction work. This Agreement governs only construction-related funding.

**Agreement Signatures**

In witness whereof, the parties hereto have amended this agreement

**FOR: The Board of Education of the County of Monongalia, West Virginia**

**By:**

  
\_\_\_\_\_  
**Barbara Parsons**

**Its: President**

6/18/13  
\_\_\_\_\_  
**Date**

By: Frank Devono  
Frank Devono  
Its: Superintendent

6/7/13  
Date

FOR: The Board of Governors for Pierpont Community and Technical College

By: Earl W. McConnell  
Earl McConnell  
Its: Chairman

6/6/2013  
Date

By: Doreen Larson  
Doreen Larson  
Its: College President

6-5-2013  
Date

**AFFILIATION AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION OF THE COUNTY OF MONONGALIA  
AND  
PIERPONT COMMUNITY AND TECHNICAL COLLEGE**

**JANUARY 2012**

The purpose of this agreement is to create a joint administrative board (Joint Board) that will guide the formation and the operation of the shared educational facility to be built at the Monongalia Technical Education Center funded by the Board of Education of the County of Monongalia and the Pierpont Community and Technical College Board of Governors.

The Joint Board will consist of:

Superintendent, Monongalia County Schools  
Assistant Superintendent for Administration, Curriculum and Instruction, Monongalia County Schools  
Assistant Superintendent of Pupil Services, Monongalia County Schools  
Principal, Monongalia County Technical Education Center  
President, Pierpont Community and Technical College  
Provost and Vice President for Academic Affairs, Pierpont Community and Technical College  
Vice President for Finance and Administration, Pierpont Community and Technical College  
Dean of Regional Academics, Pierpont Community and Technical College

The role of the Joint Board shall be to recommend and oversee the design and construction of the new shared educational facility, the uses, plans, curriculum, scheduling, and operation of the new shared educational facility.

The Joint Board, at a minimum, will annually review the activities and operation of the new shared educational facility.

The following are hereby agreed to by the Board of Education of the County of Monongalia (MCBOE) and Pierpont Community and Technical College (Pierpont) regarding the new shared educational facility:

1. The facility's site preparation and foundation shall be designed and monitored by certified civil engineers.
2. The facility's design and construction shall be approved and supervised by a certified architect.
3. The customary hours of operation for the facility will be 8:00 am to 10:00 pm Monday through Friday with variable hours of use on Saturday and Sunday.
4. Pierpont will have the complete use of two classrooms, office, reception area, faculty resource area during customary hours of operation and standard evening and weekend use of all of the remaining classrooms in the facility with no space rental cost.

5. MCBOE will be responsible for the maintenance and upkeep of the facility and surrounding area ensuring a safe working/teaching environment.
6. Pierpont will share in the utility costs (water, electric, gas) and janitorial costs related to the facility's upkeep. A fee schedule concerning utilities and janitorial services will be negotiated between MCBOE and Pierpont.
7. MCBOE will permit Pierpont signage at agreed to locations both internal and external related to the facility.
8. MCBOE will make parking available for Pierpont activities held during customary hours.
9. Pierpont will furnish the two classrooms, office, reception area, and faculty resource area for which it has complete use of during the customary hours.
10. Food and non-alcoholic beverages may be provided on site for conferences, meetings and other special events.
11. Pierpont will maintain and enforce all campus and facility use policies including the tobacco-free status of the MCBOE.
12. MCBOE will be responsible for the installation, monitoring or maintenance of any MCBOE or State required security equipment for the facility.
13. MCBOE will provide authorized faculty, staff and students the necessary means to gain entrance to the facility through the facility's security process or system.
14. Pierpont will be responsible for phone service costs in Pierpont dedicated areas.
15. Pierpont will provide for computer/network connectivity for Pierpont dedicated areas.
16. Snow removal, lawn, and exterior general maintenance related to the facility will be provided by MCBOE.

In witness whereof, the parties hereto have entered into this agreement



Frank Devono  
Superintendent, Board of Education  
of the County of Monongalia

  
Date



Barbara Parsons  
President, Board of Education  
of the County of Monongalia

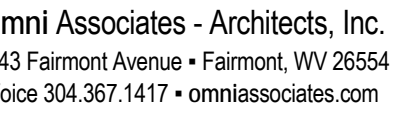
  
Date



Doreen Larson  
President, Pierpont Community and Technical College

  
Date





Enter address here

ARCHITECT PROJECT NUMBER: 21235  
ARCHITECT CAD NUMBER: 21235 A-1.1

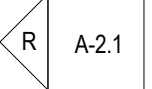
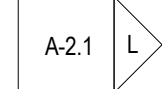
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- ☐

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SHEET NO.

# A-1.1



NOTE:

1. DIMENSIONS ON PLAN ARE TO FACE OF COLUMNS OR STUDS, UNLESS OTHERWISE INDICATED.
2. INTERIOR BUILD OUT BY OTHERS.
3. MUST HAVE 8' WALL BETWEEN CORNERS & DOORS FOR BRACING, AS INDICATED.



## SCOPE OF WORK

Building Size:	56' x 140' x 9'
Entry Doors:	(8) 3068 Lt Gray Painted Steel w/ Panic Hardware & Closures (3) 6068 Lt Gray Painted Steel w/ Full Glass, Panic Hardware & Closures
Eave Overhangs:	12"
Gable Overhangs:	12"
Roof Insulation:	1" Foam
Wall Insulation:	1" Foam
Windows:	(20) 3050 Single Hung Vinyl Insulated Windows
Ridge Vent:	120" Continuous Uni-Vent
Gutters:	5" K-Style Seamless Gutters w/ Downspouts (5 per side)
Snow Load Rating:	40 psf
Roof Pitch:	4/12
Wainscoting:	36" on all (4) sides
Snow Rail:	(4) Rows Continuous Snow Rail
Scrap Removal:	Complete removal by Contractor
Truss:	@ 2' OC, Attic style to incorporate a 12' x 130' Mechanical Attic w/ ¾ T&G Plywood Flooring.
Post Size:	Glu-lam 3 ply 2x6

DD 2012.07.18

**Pierpont Community & Technical College**  
**Pierpont Center at MTEC**  
**Calculation of Pierpont Controlled Space**

<u>Work/Classrooms</u>	<u>Sq Ft</u>
101	123
102	653
103	129
104	243
105	834
106	700
107	829
108	700
109	829
110	<u>705</u>
<b>Total Work/Classrooms</b>	<b>5,745</b>
<b>Pierpont Controlled Work/Classrooms</b>	<b><u>Sq Ft</u></b>
101	123
102	653
103	129
104	243
105	<u>834</u>
<b>Total Pierpont Controlled Work/Classrooms</b>	<b>1,982</b>
<b>Pierpont Controlled Work/Classrooms %</b>	<b>34.50%</b>

# **Tab**

# **7**



Pierpont Community and Technical College						
Veterinary Technology (AAS) & Veterinary Assistant (CAS)						
	FY 20	FY21	FY22	FY23 (Projected 5% increase)	FY24 (Projected 5% increase)	
<b>Enrollment*</b>						
Fall	57	51	40	42	44	
Spring	56	37	29	30	32	
Summer (estimated 10 students for summer FY22)	18	10	10	11	11	
<b>Total Enrollment</b>	<b>131</b>	<b>98</b>	<b>79</b>	<b>83</b>	<b>87</b>	
<b>Revenue</b>						
Tuition Rate	\$ 2,469	\$ 2,543	\$ 2,543	\$ 2,543	\$ 2,543	
<b>Tuition Revenue</b>	<b>\$ 297,515</b>	<b>\$ 229,506</b>	<b>\$ 180,553</b>	<b>\$ 189,581</b>	<b>\$ 199,060</b>	
Program Fees Rate (\$185)	\$ 185	\$ 185	\$ 185	\$ 185	\$ 185	
<b>Program Fee Revenue</b>	<b>\$ 20,371</b>	<b>\$ 16,543</b>	<b>\$ 16,543</b>	<b>\$ 17,370</b>	<b>\$ 18,239</b>	
Course Fees	\$ 3,913	\$ 3,965	\$ 4,355	\$ 4,573	\$ 4,756	
<b>Course Fee Revenue</b>	<b>\$ 3,913</b>	<b>\$ 3,965</b>	<b>\$ 4,355</b>	<b>\$ 4,573</b>	<b>\$ 4,756</b>	
<b>Grant/Perkins Income:</b>						
Perkins	\$ 5,569	\$ 2,635	\$ 58,712	\$ -	\$ -	
<b>Total Grant Income</b>	<b>\$ 5,569</b>	<b>\$ 2,635</b>	<b>\$ 58,712</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>State Appropriations</b>	<b>\$ 188,142</b>	<b>\$ 191,690</b>	<b>\$ 189,107</b>	<b>\$ 189,107</b>	<b>\$ 189,107</b>	
<b>Total Revenue</b>	<b>\$ 515,510</b>	<b>\$ 444,339</b>	<b>\$ 449,270</b>	<b>\$ 400,631</b>	<b>\$ 411,161</b>	
<b>Expenses</b>						
<b>Expenses by Function</b>	<b>Year 1 - FY20</b>	<b>Year 2 - FY21</b>	<b>Year 3 - FY22</b>	<b>Year 4 - FY23 (Projected)</b>	<b>Year 5- FY24 (Projected)</b>	
Instruction	\$ 151,623	\$ 154,582	\$ 154,582	\$ 154,582	\$ 154,582	
All other Functions:				\$ -	\$ -	
Staff Benefits	\$ 36,518	\$ 37,108	\$ 37,108	\$ 37,108	\$ 37,108	
Operational:						
Advertising & Promotional	\$ 435			\$ -	\$ -	
Association Dues & Memberships		\$ 4,410	\$ 5,563	\$ 5,841	\$ 6,133	
Contractual	\$ 420	\$ 300	\$ -	\$ 240	\$ 247	
Educational supplies & materials	\$ 12,606	\$ 23,371	\$ 7,252	\$ 7,469	\$ 7,693	
Subscriptions				\$ -	\$ -	
Travel	\$ 1,551	\$ -	\$ -	\$ 500	\$ 525	
Office expenses & postal	\$ 12	\$ 80		\$ -	\$ -	
Hospitality	\$ 262	\$ 167	\$ 115	\$ 121	\$ 127	
Printing & binding	\$ 893	\$ 2,127	\$ 769	\$ 808	\$ 848	
Training						
Maintenance & Repair	\$ 68	\$ 2,690	\$ -	\$ 908	\$ 935	
Custodial				\$ 5,000	\$ 12,000	
Utility Costs				\$ 10,000	\$ 8,500	
Insurance				\$ 2,500	\$ 2,500	
Supplies					\$ 2,500	
<b>Total Expenses by Function</b>	<b>\$ 204,388</b>	<b>\$ 224,834</b>	<b>\$ 205,389</b>	<b>\$ 225,077</b>	<b>\$ 233,699</b>	

Grant Expenditures

Grant 1 - (Perkins Grant)	\$	5,569	\$	2,635	\$	58,712	\$	-	\$	-
Total Grant Expenditures	\$	5,569	\$	2,653	\$	58,712	\$	-	\$	-

Total Expenses	\$	209,957	\$	227,487	\$	264,102	\$	225,077	\$	233,699
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Net Operating Surplus (Deficit)	\$	305,553	\$	216,852	\$	185,169	\$	175,554	\$	177,462
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Operating Ratio		0.41		0.51		0.59		0.56		0.57
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\*Enrollment numbers are both Veterinary Technology AAS program students and Veterinary Assistant CAS Program students



Pierpont Community & Technical College  
500 Galliher Drive  
Fairmont, WV 26554

**SCHOOL OF HEALTH SCIENCES**

P: 304-367-4764  
ACunningham7@pierpont.edu

**TO:** Pierpont Board of Governors

**FROM:** Ms. Amy Cunningham  
Interim Dean, School of Health Sciences

**CC:** Dr. Anthony Hancock, Interim President  
Dr. Michael Waide, Provost  
Ms. Anna Romano, Program Coordinator, Veterinary Technology

**DATE:** February 21, 2022

**RE:** Veterinary Technology Program Relocation

---

The following is the proposed plan for the relocation of the Veterinary Technology Program and the Veterinary Assistant Program from the Locust Avenue site to the newly purchased building on West Main Street in Clarksburg.

Pierpont is committed to our student's success. We will continue to provide accessible, responsive and comprehensive education during the relocation of the programs which reflects our commitment to continuity of education. We are committed to ensuring a seamless educational transition for the students. The deadline for the current program to be entirely moved from the Locust Avenue campus is June 30, 2022.

The new building's estimated date of completion is late Spring 2023. The current square feet at Hunt Haught Hall is approximately 3,000 square feet of classroom/labs with approximately 400 square feet of offices.

The following is a strategic plan to ensure a smooth transition for the students prior to the completion of the new building.

- A trash dumpster will be placed in Hunt Haught Hall for faculty to immediately begin to downsize their offices, classrooms, and labs and dispose of any materials, equipment, etc that does not need moved to the new building.
- Faculty to document inventory of items to relocate or store.
- Faculty offices will be located in the old Teaching and Learning Commons area of the Caperton Center for easy access to their students.

*Education that Works!*

*Pierpont Community & Technical College is an Equal Opportunity, Affirmative Action Institution*

- VETA lectures will be moved to an online format. VETA labs will be offered in a hybrid format in the evenings or at the local humane society upon approval.
- Program lectures can utilize rooms 307 or 308 at the Caperton.
- There is a “Life Sciences” lab in room 309 Caperton that can be adapted for use for VETT and VETA laboratory courses.
  - VETT has 4 lab courses in the Fall semester and 2 lab courses in the Spring
  - VETA has 3 lab courses in Fall semester and 2 lab courses in the Spring
- Collaborate with faculty to modify program curriculum to front-load lectures in the program and save specialized labs (surgeries) until later in the curriculum when the new building is completed.
- Animal housing can be done with few animals in Room 309 with crates. Faculty and students would continue to follow humane standards and federal and state regulations to care for the animals. The possibility to house animals at the local humane society is also an option.
- Collaborate with Harrison County Humane Society to offer specialized/surgical labs as they have a surgical area.

The above options would provide a seamless learning environment during this transitional period and also provide learning resources that exist both inside and outside the classroom.

## VETERINARY TECHNOLOGY STORAGE INFORMATION

1. Mt. State Trailer Rental – Carl Sullivan – 304-276-1071

20' Storage container monthly = 100.00 (1-6 month period)

90.0 6-12 month period)

80.00 (1 - year plus)

840.00 (Pre paid for one year and 70.00 monthly hereafter)

40' Storage container monthly = 120.00 (1-6 month period)

110.00 (6-12 month period)

100.00 (1 - Year plus)

1080.00 (Pre paid for one year and 90.00 monthly thereafter)

Delivery = 300.00

Pick up = 300.00 (Paid on 1st invoice)

Tax = 6%

Deposit = 100.00 (Refundable cleaning & damage)

90 x 3 (20' trailers) = \$270 x 12 mo = **\$3,240**

2. Mobil Mini - 40' x 8 (2360 cubic ft) **\$228/mo x 12 mo = 2736 x 2 containers = \$5,472**

Pickup \$612

Delivery \$612

3. Meadland – 8.5' x 53' Enclosed box trailer on wheels **\$300/mo x 12 mo = \$3600**

4. Quality Packing and Moving - \$55/hr per person (4 guys) 2 days (8 hr)

**4 x 55/hr = \$220 x 16 hours = \$3,520**

5. Relocation of X-ray machine –

a. Move to storage - \$3,000

b. Move from storage to new building with hook up - \$1,000

**c. TOTAL - \$4,000**

CONSTRUCTION PROJECT TIMELINE

PROJECT TITLE

Veterinary Technology Program

Architects

Pickering Associates in Fairmont, WV



START

END

PROJECT DURATION

in days

STATUS KEY

Not Started

Overdue

In Progress

Needs Review

Complete

On Hold

TASK NAME	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION in days	Board Approval and Comments	DATE
Pre Planning and Needs Assessment	Complete		2020	2021			
Planning & Project Development for Bid	Complete		01/01	09/30	638		
Bid approval and release	In Progress		02/01	03/11	38		
Bid release and award	Needs Review		02/11	03/11			
Contracts Awarded begin Purchase Agreements	Not Started		04/01	TBD*			
Procure Temporary Location Units	In Progress		03/01	04/01			
Purchase new equipment for new building	Complete		06/01	06/30	30		
Disassemble and remove FFE to move to Temporary Location	Not Started		05/15	05/29			
Move FFE to Temporary Location	Not Started		06/01	06/30			
Project Purchasing Schedule Completed	Not Started		TBD	AY 22-23			
Prepare Project Site for Receiving/Storage	Not Started		TBD	AY 22-23			
Construction of new site	Not Started		TBD	AY 22-23			
FINAL Inspections	Not Started		TBD	AY 22-23			
Install new FFE and move existing FFE	Not Started		TBD	Spring 23			
Punch List and Inspections	Not Started		TBD	Spring 23			
End Lease with Temporary Housing	Not Started		TBD	Spring 23			
Accreditors Review	Not Started		TBD	Sum 23			

\*TBD - To Be Determined by selected contractor