



West Virginia Council for Community & Technical College Education

AGENDA

August 13, 2026

9:30 a.m.

Members

Steve Roberts, Chair
Tracy Miller, Vice Chair
Robert Brown, Secretary
William Baker
Clinton Burch

Christina Cameron
Christine Davies
Michael Farrell
Joseph Oliverio

Sarah Armstrong Tucker, Chancellor



AGENDA

August 13, 2026

9:30 am

Zoom Meeting

<https://wvcolleges.zoom.us/j/85662360611?pwd=2mUiWhkVSphglQwDAfAty75h4ixVua.1>

To join by computer or mobile device:

Copy and paste the link into your web browser.

Meeting ID: 856 6236 0611

Passcode: 194189

To join by phone:

Phone: 1-305-224-1968

When joining by phone, use *6 to mute and unmute.

Call to Order

1. Swearing-In of Diane Strong as Ex Officio Voting Council Member, Workforce Development Board Representative
2. *Election of Officers of the WV Council for Community and Technical College Education
3. *Approval of June 4, 2026, meeting minutes of the WV Council for Community and Technical College Education pg 4

Academic Affairs

4. *Associate of Science in Nursing at Glenville State University pg 11

Finance

5. *Academic Fees Eligible for WV Invests Grant Program pg 13

General

6. *Project Design and Budget for the Pierpont Community and Technical College Aviation Maintenance Technology Educational Facility pg 17
7. *Agreement with the West Virginia Economic Development Authority for the Pierpont Community and Technical College Aviation Maintenance Technology Educational Facility pg 19

8.	*Revisions to Series 35, <i>Business, Occupational and Trade Schools</i>	pg 39
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Information Items

9.	Student Mental Health Services Presentation	pg 58
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Additional Comments/Chancellors Report

Upcoming Meetings

Council Meeting

Date:	October 15, 2026 - <u>In-Person Meeting</u>
Time:	9:30 a.m.
Location:	Stonewall Resort 940 Resort Drive Roanoke, WV 26447

Adjournment

MINUTES
WEST VIRGINIA COUNCIL FOR
COMMUNITY AND TECHNICAL COLLEGE EDUCATION
June 4, 2026

A regular business meeting of the West Virginia Council for Community and Technical College Education was held via Zoom beginning at 9:30 a.m. Council members present: Bob Brown, Clinton Burch, Christine Davies, Michael Farrell, Tracy Miller, and Steve Roberts. Members absent: Bill Baker, Christina Cameron, and Joseph Oliverio. Also in attendance were Council staff; community and technical college presidents; faculty; staff; and guests.

Call to Order

Chairman Steve Roberts called the meeting to order, noting a quorum was present.

1. Approval of Minutes

Mr. Brown moved the adoption of the minutes from the April 23, 2026, meeting of the West Virginia Council for Community and Technical College Education.

Ms. Miller seconded the motion. Motion carried.

Finance

2. Institutional Operating and Capital Budgets for Fiscal Year 2027

Ms. Davies moved the adoption of the following resolution:

Resolved, That the West Virginia Council for Community and Technical College Education approves the Fiscal Year 2027 operating and capital budgets for all institutions.

Mr. Brown seconded the motion. Motion carried.

3. WV Council for Community and Technical College Education Fiscal Year 2027 Operating Budget

Ms. Miller moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the operating budget for the Council System Office for fiscal year 2027.

Mr. Brown seconded the motion. Motion carried.

4. Fiscal Year 2027 Higher Education Resource Assessment (HERA)

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the Higher Education Resource Assessment (HERA) for Fiscal Year 2027 to the community and technical colleges as shown in Table 1 of the agenda item.

Ms. Miller seconded the motion. Motion carried.

5. Tuition and Fees Fiscal Year 2027

Misty Price, Vice Chancellor for Finance, presented community and technical college tuition and fees. West Virginia Code §18B-10-1 (k)(1) requires the West Virginia Council for Community and Technical College Education (Council) to approve any resident tuition and fee increase greater than ten percent in any one year or where the increase would be more than seven percent per year, averaged over a rolling three-year period calculated by averaging the proposed increase with the increase for the immediate two previous years. Further, the 2024 legislative rule Series 32, Tuition and Fees, clarifies the process the Council will use. The resident tuition and fee increases for all institutions were below the threshold required for Council approval. Details regarding the breakdown of tuition and fees were provided in the agenda item.

6. Academic Fees Eligible for WV Invests Grant Program

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the academic fees eligible for WV Invests.

Ms. Davies seconded the motion. Motion carried.

General

7. Future Workforce Grant In-Demand Programs

Ms. Miller moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves areas of training for skill development and demand occupations for the Future Workforce Grant for fiscal year 2027.

Mr. Brown seconded the motion. Motion carried.

8. Technical Program Development Grant Award

Ms. Davies moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the Technical Program Development grant awards as proposed.

Ms. Miller seconded the motion. Motion carried.

9. Revisions to Legislative Rule, Series 8, *West Virginia Invests Grant Program*

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the revisions to Series 8, *West Virginia Invests Grant Program*, to be filed with the Secretary of State for a thirty-day public comment period, and if no substantive comments are received, forward the rule to the Legislative Oversight Commission on Education Accountability for approval and further legislative action.

Ms. Davies seconded the motion. Motion carried.

10. Revisions to Legislative Rule, Series 35, *Business, Occupational, and Trade Schools*

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves revisions to West Virginia Code Title 135, Legislative Rule, Series 35, *Business Occupational, and Trade Schools*, to be filed with the Secretary of State for a thirty-day public comment period, and if no substantive comments are received, forward the rule to the Legislative Oversight Commission on Education Accountability for approval and further legislative action.

Ms. Davies seconded the motion. Motion carried.

Executive Session

Mr. Brown moved that the Council go into Executive Session in accordance with WV Code §6-9-4 to discuss personnel matters. Ms. Miller seconded the motion. Motion carried.

Following Executive Session, the Council reconvened in open session, and the following action was taken:

11. Presidential Appointment, Contract, and Compensation at BridgeValley Community and Technical College

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the appointment of Dr. Christopher Treadway as President of BridgeValley Community & Technical College and further approves the compensation for Dr. Treadway in such capacity as proposed by the institutional board of governors in his contract.

Ms. Davies seconded the motion. Motion carried.

12. Presidential Appointment, Contract, and Compensation at Pierpont Community and Technical College

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the appointment of Dr. Michael Waide as President of Pierpont Community & Technical College and further approves the compensation for Dr. Waide in such capacity as proposed by the institutional board of governors in his contract.

Ms. Davies seconded the motion. Motion carried.

13. Presidential Appointment, Contract, and Compensation at West Virginia Northern Community College

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the appointment of Dr. Andrew Langrehr as President of West Virginia Northern Community College and further approves the compensation for Dr. Langrehr in such capacity as proposed by the institutional board of governors in his contract.

Ms. Davies seconded the motion. Motion carried.

14. Extension of Presidential Contract at West Virginia Northern Community College

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the reappointment of Dr. Daniel Mosser as President of West Virginia Northern Community College and further approves the compensation for Dr. Mosser in such capacity as proposed by the institutional board of governors in his contract.

Ms. Davies seconded the motion. Motion carried.

15. Presidential Compensation at Blue Ridge Community and Technical College

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the reappointment of Dr. Peter Checkovich as President of Blue Ridge Community & Technical College and further approves the compensation for Dr. Checkovich in such capacity as proposed by the institutional board of governors in his contract.

Ms. Miller seconded the motion. Motion carried.

16. Presidential Compensation at Eastern West Virginia Community and Technical College

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the revision of the compensation for Dr. Thomas Striplin as President of Eastern West Virginia Community & Technical College and as proposed by the institutional board of governors in his contract.

Ms. Miller seconded the motion. Motion carried.

17. Presidential Compensation at Mountwest Community and Technical College

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the reappointment of Dr. Josh Baker as President of Mountwest Community & Technical College and further approves the compensation for Dr. Baker in such capacity as proposed by the institutional board of governors in his contract.

Ms. Davies seconded the motion. Motion carried.

18. Presidential Compensation at New River Community and Technical College

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the reappointment of Dr. Bonny Copenhaver as President of New River Community & Technical College and further approves the compensation for Dr. Copenhaver in such capacity as proposed by the institutional board of governors in her contract as amended.

Ms. Miller seconded the motion. Motion carried.

19. Chancellor's Evaluation and Contract

Mr. Brown moved the adoption of the following resolution.

Resolved, That the West Virginia Council for Community and Technical College Education approves the Chancellor's contract as proposed.

Ms. Davies seconded the motion. Motion carried.

Additional Comments/Chancellor's Report

Chancellor Sarah Tucker reported that the central office has had a lot of meetings lately. A GEAR UP Career Academy was held where almost 1,000 students were able to meet and speak with more than 50 businesses from across the state.

Staff recently conducted a Rural Talent Lab grant listening tour. They visited rural communities like Marlinton, Mullens, Welch, and Princeton to gather feedback on strengthening rural postsecondary opportunities and building “middle-skill” pathways aligned with local industry needs. The common impediment for higher education access was childcare and transportation.

The Chancellor reported that she recently attended the West Virginia Student Leadership Conference. Representatives from every institution were in attendance. When students were asked about issues related to higher education access, again the theme was childcare and transportation. Chancellor Tucker thanked Delegate Joe Statler, who serves as the Chairman of the West Virginia House Education Committee, for staying the entire day.

She announced that the first graduate of the Skilled Trades Apprenticeship Nontraditional Degree Program (STAND) was from West Virginia University at Parkersburg.

Lastly, Chancellor Tucker thanked Dr. Chris Treadway, Vice Chancellor for Community and Technical College Education, who was appointed today as BridgeValley Community and Technical College's next President. She said, “Chris has been a wonderful colleague, and I don't know what I'm going to do without him”.

Councilman Tracy Miller applauded Chancellor Tucker for her work and dedication to her staff and stated she was “thankful for Sarah”.

Chairman Steve Roberts remarked to the Chancellor that he “appreciates your leadership in recognizing your staff and helping to develop their careers”. Chairman Roberts went on to thank Dr. Chris Treadway on behalf of the Council and wished him the very best going forward.

Councilman and Chairman of the West Virginia Higher Education Policy Commission, Mike Farrell, stated that “Chris has been outstanding in the trenches by finding new and innovative ways to serve higher education and specifically, the CTC community. His service has been extraordinary, and I know he'll be successful with this presidency”.

There being no further business, the meeting was adjourned.

Upcoming Council Meeting

Council Meeting: August 23, 2026
Time: 9:30 a.m.
Location: Zoom

Steve Roberts, Chairman

Bob Brown, Secretary

**West Virginia Council for Community and Technical College Education
Meeting of August 13, 2026**

ITEM: Associate of Science in Nursing

INSTITUTION: Glenville State University

RECOMMENDED RESOLUTION: *Resolved, That the West Virginia Council for Community and Technical College Education approves the Associate of Science in Nursing degree program to be implemented at Glenville State University, effective Fall 2027. This approval expires two years from the date of Council approval if the program is not fully implemented by that time.*

STAFF MEMBER: Chris Rasmussen

BACKGROUND:

Glenville State University (GSU) seeks approval for a new Associate of Science in Nursing (ASN) degree program designed to prepare students for licensure as Registered Nurses (RN). On June 24, 2026, the Glenville State University Board of Governors formally approved the full program proposal. The program joins GSU's existing legacy associate degrees in Business, Criminal Justice, Forestry, Land Surveying, and General Studies and is supported by Pierpont Community and Technical College (in whose service area GSU is located) and Fairmont State University (who also offers nursing degrees and is GSU's closest public 4-year institution).

The program is designed to be delivered in person on the GSU campus using GSU faculty. This program initiative follows the termination of a cooperative agreement with Marshall University, under which GSU students previously completed nursing coursework in Glenville via synchronous online instruction. The curriculum consists of 70 total credit hours, including 26 hours of General Education and 44 hours of nursing-specific coursework. Clinical instruction will be calculated at a rate of three contact hours per week for each credit hour (i.e., one credit hour is equivalent to 45 contact hours per semester), resulting in a total of 720 clinical hours throughout the program.

The program will be led by a full-time, 12-month Director of Nursing. The Director's responsibilities will include curriculum design, securing clinical training agreements with regional hospitals, and managing the program budget and accreditation processes with the West Virginia Board of Registered Nurses and Accreditation Commission for Education in Nursing (ACEN). To meet instructional needs, the university will supplement its two existing faculty members (the Director and a doctoral-level Assistant Professor) by hiring two new full-time nursing faculty and securing adjunct coverage for an additional

1.0 FTE. These personnel are supported by substantial physical and financial resources, including a \$5,000,000 legislative appropriation dedicated to Health Sciences infrastructure. The university has already established an 8,500 square foot nursing education center containing specialized laboratories, a control room, and high-fidelity simulation equipment, including an Anatomage Table (a life-size, fully segmented 3D anatomy platform) and virtual reality medical simulation systems. Capacity will be further expanded by the 26,000 square foot Morris Family Health and Fitness facility currently under construction, which will provide nine additional faculty offices and five classrooms dedicated to health sciences.

While WV currently hosts 27 two-year RN programs across 16 institutions, GSU's primary recruitment area is in a region of the state that does not include any of these programs. Furthermore, five of the seven schools closest to GSU are private institutions, placing them out of financial reach for much of GSU's primary student demographic. This local gap in public education is compounded by national trends where ADN/ASN programs turned away 19% of qualified applicants in 2023 (a higher rejection rate than BSN or LPN programs) due to a lack of available training slots. The need for a stable, local program is further evidenced by the 473 annual openings for RNs projected in Workforce Development Region 6 through 2032, which represents 35% of the total annual need for the entire state.

By offering an independent, in-person degree, GSU aims to provide a reliable educational pathway that addresses WV's public health crisis, characterized by the nation's fourth oldest population and high rates of chronic illness, while ensuring students are no longer subject to the sudden termination of external partnerships. GSU anticipates steady enrollment growth, with the number of "pre-nursing" students projected to increase from 24 in the first year to 60 in the fifth year and the number of students fully admitted to the nursing program expected to grow from 12 to 56 during the same period. While total first-year costs are estimated at \$1,018,800, the program is expected to remain solvent through state support and increasing tuition revenue, which is projected to rise from \$122,096 in year one to \$402,360 by year four. Based on these projections, the program is expected to break even by its third year (\$489,300 in total sources vs. \$475,485 in costs) and generate modest revenue by year four (\$578,360 in sources vs. \$464,495 in costs).

WV Council for Community and Technical College Education Meeting of August 13, 2026

ITEM: Academic Fees Eligible for WV Invests Grant Program

INSTITUTIONS: All Community and Technical Colleges

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia Council for Community and Technical College Education approves the academic fees eligible for WV Invests in this agenda item.

STAFF MEMBER: Brian Weingart

BACKGROUND:

Senate Bill 335 that was passed during the 2021 legislative session expanded the West Virginia Invests Grant to include academic program fees. The legislation requires all academic program fees charged, in addition to base tuition, be approved by the Council to be eligible for the West Virginia Invests Grant.

Blue Ridge Community and Technical College		Requested Rate Per Semester 2026-27
Phlebotomy Course Fee Course: PLBT		\$400
Medical Assisting Course Fee Course: MAST		\$1,400

Eastern West Virginia Community and Technical College		Requested Rate Per Semester 2026-27
Nursing ATI Fee		\$3,756

Mountwest Community and Technical College		Requested Rate Per Semester 2026-27
Lab Fee - IT Course: IT242 Emerging Web Technologies		\$42
Lab Fee - CISCO/Microsoft Course: IT219 Networking Administration V		\$142
Lab Fee - CISCO/Microsoft Course: IT231 Networking Systems III		\$142
Lab Fee - Culinary Arts Course: CA112 Garde Manger		\$218
Lab Fee - Culinary Arts Course: CA135 International Cuisine		\$218
Lab Fee - Culinary Arts Course: CA225 Adv Cooking and Artistry		\$218
Lab Fee - Culinary Arts Course: CA269 Soups Stocks and Sauces		\$218

Course Fee_Aviation Maint.:AMT_MU Course: AMT215 Certification Test Prep 1	\$275
Course Fee_Aviation Maint.:AMT_MU Course: AMT217 Airframe & Powerplant Test P 3	\$275
Course Fee_Allied Health Course: LPN201 Principles and Fundamentals	\$53
Course Fee_Allied Health Course: LPN211 Anatomy and Physiology in Practical Nursing	\$53
Course Fee_Allied Health Course: LPN212 Communication & Cultural Competence in Practical Nursing	\$53
Course Fee_Allied Health Course: LPN213 Geriatrics	\$53
Course Fee_Allied Health Course: LPN214 Professional Transition to the Practical Nursing Role	\$53
Course Fee_Allied Health Course: LPN221 Medical - Surgical	\$53
Course Fee_Allied Health Course: LPN222 Medical - Surgical II	\$53
Course Fee_Allied Health Course: LPN223 Medical - Surgical III	\$53
Course Fee_Allied Health Course: LPN231 Nutrition and Diet Therapy	\$53
Course Fee_Allied Health Course: LPN232 Pharmacology I	\$53
Course Fee_Allied Health Course: LPN233 Pharmacology II	\$53
Course Fee_Allied Health Course: LPN241 Mental Health Nursing	\$53
Course Fee_Allied Health Course: LPN242 Obstetrics	\$53
Course Fee_Allied Health Course: SURG275 Advanced Clinical Practicum Ex	\$53
Course Fee_Allied Health Course: LPN243 Pediatrics	\$53
Lab Fee - Networking IT Course: IT255 Virtualization Technologies	\$63
Lab Fee - Networking IT Course: IT272 Intro to 3-D Programming	\$63
Course/Lab Fee - Career & Tech Course: BMT110 Safety in Healthcare	\$79
Course/Lab Fee - Career & Tech Course: BMT225 Biomedical Instrumentation II	\$79
Course/Lab Fee - Career & Tech Course: DSGN150 Graphic Design II	\$79
Course/Lab Fee - Career & Tech Course: DSGN260 Interactive Design	\$79
Course/Lab Fee - Career & Tech Course: ELT222 Intro to Microcontrollers	\$79
Course Fee_ADC Course: ADC121 Professional Theories&Practice	\$25
Course Fee_ADC Course: ADC125 Substance Related/Addictive Disorders	\$25
Course Fee_ADC Course: ADC235 Treatment Planning/Collaboratio	\$25
Course Fee_ADC Course: ADC290 Profess Ethical Responsibiliti	\$25

Course Fee_ADC Course: ADC221 Intermediate Counseling Skills	\$25
Course Fee_Bus. Bus.Law CJ Course: LAW212 Legal Research Writing II	\$53
Course Fee_Bus. Bus.Law CJ Course: LAW213 Law Office Technology	\$53
Course Fee_PTA Program Course: PTA100 Intro to Physical Ther	\$53
Course Fee_PTA Program Course: PTA160 Neuroanatomy & Physiology	\$53
Course Fee_PTA Program Course: PTA200 Pathological Conditions	\$53
Course Fee_PTA Program Course: PTA220 Orthopedic Rehabilitation	\$53
Course Fee_PTA Program Course: PTA230 Adult Rehabilitation	\$53
Course Fee_PTA Program Course: PTA250 Specialized PT Interventions	\$53
Course Fee_PTA Program Course: PTA270 PTA Seminar	\$53
Lab Fee - Allied Health Course: MA208 Med Off Procedures II	\$53
Lab Fee - Allied Health Course: MAS212 Body Works I for Massage Ther	\$53
Lab Fee - Allied Health Course: MAS240 Muscle Palp I for Massage Ther	\$53
Lab Fee - Allied Health Course: MAS212L Body Works 1 for MAS	\$53
Lab Fee - Allied Health Course: PAR220 Cardiovascular Emerg	\$53
Lab Fee - Allied Health Course: PAR230 Special Patient Consideration	\$53
Lab Fee - Allied Health Course: PAR231 Medical Emergencies	\$53
Lab Fee - Allied Health Course: PAR270 EMS Emergencies	\$53
Lab Fee - Allied Health Course: PAR290 Paramedic Capstone	\$53
Lab Fee - Allied Health Course: SURG225 Surgery Clinical II	\$53
Lab Fee - Vet Tech Course: VET260L Imaging Techniques Lab	\$180
Lab Fee - Vet Tech Course: VET265L Vet Emerg/Critical Care Lab	\$180
Lab Fee - Vet Tech Course: VET275L Small Animal Vet Dentistry Lab	\$180
Course Fee - Vet Tech Course: VET240 Veterinary Nursing IV	\$85
Course Fee - Vet Tech Course: VET250 Veterinary Nutrition/Disease	\$85
Course Fee - Vet Tech Course: VET260 Imaging Techniques	\$85
Course Fee - Vet Tech Course: VET265 Veterinary Emerg/Critical Care	\$85
Course Fee - Vet Tech Course: VET275 Small Animal Vet Dentistry	\$85
Course Fee - Vet Tech Course: VET285 Veterinary Hosp Practicum I	\$85
Course Fee - Vet Tech Course: VET290 Veterinary Tech (VTNE) Seminar	\$85
Course Fee - Vet Tech Course: VET295 Veterinary Tech Externship	\$85

MAMC_Mach/Weld Course Fee Course: WELD110 Blueprint Reading for Welding	\$175
MAMC_Mach/Weld Course Fee Course: MT215 Metalworking Theory & Applicat	\$175
MAMC_Mach/Weld Course Fee Course: MT233 NIMS Credentialing	\$175
MAMC_Mach/Weld Course Fee Course: MT241 Intro to CNC Machining	\$175
MAMC_Mach/Weld Course Fee Course: MT244 CNC Set Up/Operation	\$175
MAMC_Mach/Weld Course Fee Course: MT248 NIMS Credentialing/CNC Project	\$175
MAMC_SMART Course Fee Course: MFG140 Mechanical Systems I	\$50
MAMC_SMART Course Fee Course: MFG150 Ind. Maintenance Electronic	\$50
MAMC_SMART Course Fee Course: MFG160 Ind. Robotics and R. Mainten	\$50
MAMC_SMART Course Fee Course: MFG240 Mechanical Systems II	\$50
MAMC_SMART Course Fee Course: MFG250 Process Controls	\$50
MAMC_SMART Course Fee Course: MFG290 SMART Capstone	\$50

West Virginia Northern Community and Technical College	Requested Rate Per Semester 2026-27
Medical Billing and Coding C.A.S. Major: Medical Billing and Coding C.A.S.	\$131
Medical Laboratory Technician (MLT) Major: Medical Laboratory Technician (MLT)	\$241
Nursing A.A.S. Major: Nursing A.A.S.	\$851
Patient Care Technician C.A.S. Major: Patient Care Technician C.A.S.	\$365
Radiography A.A.S. Major: Radiography A.A.S.	\$315
Surgical Technology A.A.S. Major: Surgical Technology A.A.S.	\$264
MC-350 Compressor Mechanic CAS	\$256
MC-351 Compressor Mechanic AAS	\$256
MC-248 Respiratory AAS	\$216
MC-263 Electro Mechanical CAS	\$184
MC-266 Electro Mechanical AAs	\$274

West Virginia University - Parkersburg	Requested Rate Per Semester 2026-27
Emergency Medical Services Course Fee	\$100

**WV Council for Community and Technical College Education
Meeting of August 13, 2026**

ITEM: Project Design and Budget for the Pierpont Community and Technical College Aviation Maintenance Technology Educational Facility

INSTITUTIONS: Pierpont Community and Technical College

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia Council for Community and Technical College Education approves the project design and budget for the aviation maintenance technology educational facility for Pierpont Community and Technical College at the North Central West Virginia Airport in Bridgeport, West Virginia;

Further Resolved, That the Pierpont Community and Technical College campus development plan be amended to include the construction of the aviation maintenance technology educational facility;

STAFF MEMBER: Barrow Koslosky

BACKGROUND:

The aviation maintenance technology educational facility project design and budget is being presented to the Council for approval as required by W. Va. Code. The project architect is Omni Associates – Architects, Inc. of Fairmont, West Virginia. The project is proceeding as a government construction management at-risk contract and the project manager/general contractor is March-Westin Company, Inc. of Morgantown, West Virginia. The total budget for the project, excluding \$1,355,000 for property acquisition and WVEDA assistance, is approximately \$23,000,000 for construction. Approximately \$50,640 is for preconstruction estimating services. The project is funded by: \$23,645,000 remaining from the original appropriation after property acquisition and WVEDA assistance; \$2,000,000 reappropriated funds from the Learn & Earn Program that went unused during COVID.

The facility will be built at the North Central West Virginia Airport near its new terminal in Bridgeport, West Virginia on approximately 6.22 acres. The facility will encompass approximately 65,000 square-foot facility will feature two large high bay hangars to accommodate a multitude of aircraft training support. The Aviation-related specialty labs and shops include Avionics, Flight Control, Hydraulics, Composite Metals, Non-Destructive Testing, Sheet Metal, Wood, and Paint. The facility also includes an

expanded Pierpont welding lab for specialty training for students beyond the requirements of aeronautics. General classroom spaces adjoin the labs and hangars for a direct connection between instructional and practical learning. In addition to the administration area, support spaces include the Computer Lab, Learning Resource Center, Student Lounge, and Testing Center.

The facility will house Pierpont's aviation and welding programs, including aviation maintenance technology, airframe technology, applied welding, avionics technology, and other aviation related degree, certificate, and skills programs. It allows for the expansion of these programs to meet the workforce needs of the growing, local aviation industry.

Groundbreaking for the project is anticipated this October 1st, 2026, with substantial completion scheduled for December 1st, 2027. The architect will make a design presentation at the meeting.

Pierpont Community and Technical College (CTC) is the cornerstone of West Virginia's aviation workforce pipeline — the only FAA-certified Part 147 aerospace training program serving the state's largest aerospace industrial cluster. The North Central WV Airport campus currently generates \$1.1 billion in annual economic impact and supports 1,500 aviation jobs drawn from a 22-county region. Major employers — Pratt & Whitney, MHIRJ, Aurora Flight Sciences, KCI Aviation, and Lockheed Martin — have invested hundreds of millions in recent expansions, creating urgent demand for credentialed technicians that Pierpont CTC cannot meet at current scale.

To bridge this gap, PCTC is relocating to a new facility at the WV AeroTech Park, nearly doubling student capacity to 230 annually. While the state provided \$25 million for site selection, architectural design, and construction, CDS funding is critical to equip this facility with industry-standard, FAA-aligned technology. Requested funding will expand foundational teaching and learning space that is critical to expanding the capacity of Pierpont CTC to upskill students to FAA-compliant aviation and aerospace maintenance positions being recruited by regional employers.

This investment will align training with employer expectations, preparing graduates for high-wage, high-demand careers. Fully equipping this center is projected to double the region's economic impact to \$2 billion annually and expand the aerospace footprint to 2,000,000 square feet of training space. By strengthening this pipeline, Pierpont CTC ensures aviation safety, supports national infrastructure resilience, and secures West Virginia's position as a global leader in aviation and aerospace maintenance.

WV Council for Community and Technical College Education
Meeting of August 13, 2026

ITEM: Agreement with the West Virginia Economic Development Authority for the Pierpont Community and Technical College Aviation Maintenance Technology Educational Facility

INSTITUTION: Pierpont Community and Technical College

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia Council for Community and Technical College Education approves the Construction Agreement with the West Virginia Economic Development Authority for the construction of an aviation maintenance technology educational facility for Pierpont Community and Technical College at the North Central West Virginia Airport in Bridgeport, West Virginia;

Further Resolved, That the terms and conditions contained in the Construction Agreement, as well as the terms and conditions for the completion of the project, are hereby explicitly approved by the Council;

And Finally Resolved, That the Chancellor has authority to enter into the Construction Agreement with the West Virginia Economic Development Authority on the Council's behalf and to make reasonable changes thereto; and that the Director of Facilities & Capital Project Management, as manager of the project, has the authority to submit disbursement requests on the Council's behalf and in accordance with the Construction Agreement.

STAFF MEMBER: Joseph Jenkins

BACKGROUND:

During the 2023 First Extraordinary Session, the Legislature approved SB 1029 which appropriated the direct transfer of \$25,000,000 to the Economic Development Fund for

the building of an aviation technology maintenance educational facility for Pierpont Community and Technical College at the North Central West Virginia Airport in Bridgeport, West Virginia. The West Virginia Economic Development Authority disburses funds from this account for economic development but does not construct facilities. Accordingly, WVEDA and the Council have proposed to enter into the attached Construction Agreement that governs the relationship between the Council, as the lead project manager for the aviation facility, and WVEDA, as the source of a majority of the funding for the project by virtue of the direct appropriation.

In summary, the Construction Agreement provides:

- The \$25,000,000 appropriation is proposed to be spent as follows:
 - \$23,645,000 is available for disbursement for the cost of site preparation and construction of the facility.
 - \$1,000,000 is for the purchase of a 2.63-acre parcel from the Airport for the facility; and a release of the West Virginia Water Development Authority's deed of trust on that acreage as well as a 15.11-acre parcel and 4.89-acre parcel also owned by the Airport. This includes a release of any FAA restrictions. This transaction awaits approval from the Board of Public Works.
 - \$255,000 is for the purchase of 3.59-acre parcel from WVDOH. This transaction has been finalized.
 - \$100,000 is being retained by WVEDA for its expenses related to the project.
- The Council is taking the lead on all matters related to the project, including working with Pierpont, architects, engineers, and contractors; design; budgeting; site preparation and testing; bidding; permitting; construction; project management; and completion. The Council will submit monthly disbursement requests that detail the work for which the funds in that disbursement request will be used.
- WVEDA will review the monthly disbursement requests and disburse the funds to the Council to finance the direct costs of the project.
- Upon completion of the project, the facility and 6.22-acre parcel upon which it sits, will be transferred to Pierpont.

A second resolution will set forth approval for the project's proposed budget; and contain more details regarding the design and timeframe for completion.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”) is made and entered as of _____, 2026, between the **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a governmental instrumentality and body corporate of the State of West Virginia (“WVEDA”), and the **WEST VIRGINIA COUNCIL FOR COMMUNITY AND TECHNICAL COLLEGE EDUCATION**, a governmental instrumentality and body corporate of the State of West Virginia (“Council”). Collectively, WVEDA and the Council may be referred to the “Parties,” or individually, as a “Party.”

W I T N E S S E T H:

WHEREAS, pursuant to West Virginia Code § 18B-2B-6(a), the Council is the sole agency responsible for administration of vocational-technical-occupational education and community and technical college education in the State. The Council has jurisdiction and authority over the community and technical colleges and the statewide network of independently accredited community and technical colleges as a whole, including community and technical college education programs as defined in §18B-1-2 of the West Virginia Code.

WHEREAS, the Council has planned to develop and build the Pierpont Aviation School at the North Central West Virginia Airport (the “Facility”) to train students about the maintenance and repair of a variety of commercial aircraft and their engines (the “Project”);

WHEREAS, it is the public policy of West Virginia to encourage, promote, and support economic development, new job creation, and the growth of industry and commerce, for the public purposes of providing employment opportunities for its citizens and fostering a prosperous West Virginia economy;

WHEREAS, pursuant to Senate Bill No. 1029, WVEDA passed by the West Virginia Legislature on August 8, 2023, WVEDA has a legislative appropriation of \$25,000,000 (the “Appropriation”) to invest in the Project; and

WHEREAS, the Council and WVEDA have entered into this Agreement to set forth their agreement with regard to the use of the proceeds from the Appropriation granted to WVEDA for the construction of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A. Facility Planning.

1. The Council will provide WVEDA with a budget for the Project no later than thirty (30) days after the Council receives a budget from the architectural firm that will encompass the completion of the Project. The total amount of the disbursements from the Appropriation for the Project shall not exceed \$23,645,000.

2. The amount of \$100,000 of the Appropriation shall be retained by WVEDA to reimburse it for the expenses necessary to complete the Project.

3. WVEDA shall acquire title to the real property on which the Facility is located and title to the Facility shall be held by WVEDA during the period when it is constructed.

4. The WVEDA shall acquire a tract of real property containing 2.63 acres by the Benedum Airport Authority (“BAA”) to WVEDA that is described in Exhibit A attached hereto for a purchase price of \$1,000,000, pursuant to a deed that contains terms mutually acceptable to the BAA and WVEDA, and subject to the following terms:

a. A resolution by the BAA approving the sale of the 2.63 acres to WVEDA;

b. A written acknowledgement by BAA that a release from the Federal Aviation Administration for this property is not necessary;

c. A partial release from the West Virginia Water Development Authority's Deed of Trust and Assignment of Leases and Rents for this property and additional tracts that contain approximately 15.11 and 4.89 acres; and

d. Either the approval of or a waiver by the West Virginia Board of Public Works for this real property transfer by the BAA to WVEDA.

5. The Council shall negotiate the sale of a tract of real property containing 3.59 acres by the West Virginia Department of Highways ("WVDOH") to WVEDA that is described in Exhibit B attached hereto for a purchase price of \$255,000, pursuant to a deed that contains terms mutually acceptable to the WVDOH and WVEDA, and subject to the following terms:

a. A resolution by the WVDOH approving the sale of the 3.59 acres to WVEDA; and

b. Either the approval of or a waiver by the West Virginia Board of Public Works for this real property transfer by the WVDOH to WVEDA.

B. **Project Disbursements.** The Appropriation shall be disbursed in tranches by WVEDA to the Council on a monthly schedule based upon the following requirements that shall be strictly followed:

1. **Disbursement Requests** – The Council shall submit a written request to WVEDA for a disbursement of funds from the Appropriation for the Project, including the

expense of work performed prior to the date of this Agreement, that describes the amount and specific purposes for each use of the funds in that disbursement and contains copies of invoices or other notices of payment obligations that directly support that disbursement, and each such written request shall be endorsed by an authorized member of the Council in the form attached hereto as Exhibit C. WVEDA will submit each disbursement request to the West Virginia State Auditor's Office to obtain the disbursement of the applicable tranche.

2. Lien Releases – Each disbursement request shall be accompanied by a waiver of mechanics liens for the services or goods included in that disbursement request.

3. Real Property Transfers – In the event that any disbursement is intended to be consideration for the purchase of real property, the proposed deed and property tax statement shall accompany the request for disbursement, and the deed for such property transfer shall be executed simultaneously with the disbursement of funds for that acquisition.

4. Disbursement Requests - Notwithstanding the foregoing, WVEDA shall have the right to refuse to disburse any of the tranches of the Appropriation if the Council fails to provide evidence reasonably satisfactory to WVEDA that the Project has been completed to that stage, or upon notice by the Council that it no longer intends to continue with the Project. At the time the Council has either (i) failed to provide reasonably satisfactory evidence regarding the stage of completion of the Project within a reasonable time after providing the disbursement certificate referred to in Section B.1 above or (ii) given notice of the discontinuation of the Project, the Council shall be deemed to have abandoned the Project.

C. Conditions Precedent to Funding.

1. The obligation of WVEDA to disburse the proceeds of the Appropriation to the Council are subject to the delivery of the following items by the Council to WVEDA contemporaneously with the execution and delivery of this Agreement:

a. A resolution by the Council that: authorizes the terms and conditions of this Agreement and the terms and conditions for the completion of the Project; and validates the authority of the Council's officers who will negotiate, execute and deliver this Agreement and the related documents.

D. Completion of Project.

1. When construction of the Project is finished, the Council shall submit a certificate of completion by the Project's architect that acknowledges the completion of the Project in accordance with all architectural and engineering plans and specifications, and that the Project has been completed within the budgeted amount.

2. The certificate of completion shall be accompanied by mechanic's lien waivers from the general contractor and any appropriate subcontractors for any remaining services, labor and goods related to the Project.

3. Upon its receipt of the certificate of completion for the Project, the necessary mechanic's lien waivers and proof that the Project has been completed within its budget, WVEDA shall convey the Facility and the property on which it is located to Pierpont Community and Technical College for no additional compensation.

E. Representations and Warranties.

The Council hereby represents and warrants to WVEDA as follows:

1. The Counsel is a duly organized and validly existing instrumentality of the State of West Virginia, and has all requisite statutory authorization necessary to own its assets and carry on its business as currently conducted and as proposed to be conducted.

2. The execution, delivery and performance of this Agreement and all other documents and writings referred to herein are all within the Council's powers, have been duly authorized by the Council, and are not in contravention of any applicable law, indenture, material agreement or undertaking to which the Council is a party.

3. Each document to which the Council is a party has been duly and validly executed and delivered by a duly authorized officer of the Council, and constitutes a legal, valid and binding obligation of the Council enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights.

4. Neither the execution and delivery of any of the documents, nor consummation of the transactions contemplated hereby and thereby, nor compliance with the terms, conditions and provisions thereof, will conflict with or result in a breach of any applicable law, regulation, order, writ, injunction or decree of any court, governmental instrumentality or agency which the Council is a party or by which it is subject or bound.

5. No material action, litigation, suit, arbitration or claim, including those for any unpaid indebtedness, is pending or threatened against the Council with respect to the Project.

6. All of the representations with respect to current and future participation of the Council in the development of the Project and the expenditures by the Council for the Project contained in this Agreement are accurate and made in good faith.

F. Affirmative Covenants.

For so long as the development of the Project is outstanding, the Council shall:

1. Perform and comply with all material terms, conditions and provisions set forth in this Agreement.
2. Use all proceeds of the Appropriation solely to finance the direct costs for the Project, including, but not limited to, the acquisition of property for the Project, construction costs that are necessary for the Project, engineering, permitting, internal project management and other development costs for the Project.
3. Conduct the Council's business affairs with respect to the Project in material compliance with all material federal, state and municipal laws, ordinances, rules and regulations related to the Project.

G. Negative Covenants.

For so long as the construction of the Project is outstanding, the Council shall not:

1. Sell, assign, transfer or otherwise dispose of the Project without the prior written consent of WVEDA.
2. Withdraw or use funds disbursed by WVEDA pursuant to the Appropriation for any purpose, except the Project.
3. Use proceeds of the Appropriation for the payment of expenses that are not directly related to the development of the Project.

H. Miscellaneous Provisions.

The Parties agree to the following miscellaneous provisions:

1. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by the Party or Parties sought to be charged or bound by such alteration or amendment.

2. This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

3. PARTIES IRREVOCABLY (A) AGREE THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE OTHER WVEDA DOCUMENTS MAY BE BROUGHT IN ANY FEDERAL OR STATE COURT LOCATED OR SITTING IN KANAWHA COUNTY, WEST VIRGINIA, AND CONSENT TO THE JURISDICTION OF SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND (B) WAIVE ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

4. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT OR ANY OF THE WVEDA DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY TRANSACTION CONTEMPLATED BY ANY OF SUCH DOCUMENTS.

5. The Parties will maintain all confidential or proprietary documentation and information, either written or oral, provided to the receiving Party related to the Project as confidential (hereinafter referred to collectively as the "Confidential Information"). Notwithstanding the foregoing, it shall not be a breach of this Agreement for a receiving Party to

disclose the other Party's Confidential Information if required to do so by law or if such disclosing Party is compelled to disclose by a court of competent jurisdiction or by rule or order of a governmental body or agency, or any national securities exchange, or any public information request, provided such disclosing Party first provides prompt written notice of such request to disclose to the other Party and seeks an appropriate protective remedy against such disclosure. Further, the Party seeking to disclose such Confidential Information must seek all available safeguards against widespread dissemination prior to such disclosure. Each Party agrees to promptly notify the other in writing of any misappropriation or misuse by any person or agency of a Party's Confidential Information which is discovered. In addition, a Party may disclose the terms of this Agreement to its affiliates and their respective legal and financial representatives and advisors that are bound by either a non-disclosure agreement preventing disclosure to any third party, or by an equivalent ethical and professional obligation of confidentiality.

6. All notices to be given under this Agreement shall be in writing and shall be deemed sufficiently given when mailed by certified mail, return receipt requested, or delivered by a nationally recognized next-day delivery service to the following addresses:

WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY
Northgate Business Park
180 Association Drive
Charleston, West Virginia 25311-1217
Attention: Director of Financial Services

WEST VIRGINIA COUNCIL FOR COMMUNITY
AND TECHNICAL COLLEGE EDUCATION
2001 Union Carbide Drive
Building 2000
South Charleston, West Virginia 25303
Attention: General Counsel

In addition, notice shall be deemed sufficiently given if the notice is served in a manner prescribed by the laws of the State of West Virginia for the service of a summons in a civil action. All notice

periods under this Agreement shall commence on and include the date upon which such notice was sent to the addressee. Any change in the address for notice to a party shall be given in the same manner provided in this Section H.6.

7. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person, entity or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons, entities or circumstances. If feasible, any such offending provision shall be deemed to be modified in order to comply with the limits of enforceability or validity; provided, however, that if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

8. All warranties, representations, covenants and indemnities made by the Council in this Agreement shall be considered to have been relied upon by WVEDA and will survive the execution and delivery of this Agreement and shall continue in full force and effect so until the completion of the Project in accordance with the terms and conditions of this Agreement.

9. Neither Party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such Party. No delay or omission on the part of a Party in exercising any right shall operate as a waiver of that right or any other right. A waiver by a Party of a provision of this Agreement shall not prejudice or constitute a waiver of its right otherwise to demand strict compliance with that provision or any other provision of this Agreement.

10. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.

11. The Council may assign this Agreement to its subsidiary or affiliate. Upon such written request by the Council, WVEDA agrees to take any action that is reasonably necessary to effectuate the assignment of this Agreement to a subsidiary or affiliate of the Council.

12. This Agreement shall continue in full force and effect so long as the Project remains under construction.

13. No inference shall be drawn in favor of or against any Party because of their participation in the drafting of this Agreement or any of the other documents relating to this Agreement.

14. Nothing in this Agreement, whether express or implied, shall be construed to give to any person other than the Parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement, which is intended for the sole and exclusive benefit of the Parties hereto.

15. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. This Agreement and its Exhibits constitute the entire agreement of the Parties with respect to the subject matter contemplated therein and supersede all prior negotiations or agreements between the Parties with respect thereto, either written or oral.

17. Except as stated otherwise in this Agreement, there are no third-party beneficiaries, actual or intended, under this Agreement.

[Signatures on the following pages.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers duly authorized, effective as of the date and year first above written.

**WEST VIRGINIA ECONOMIC
DEVELOPMENT AUTHORITY**

Name: Joseph D. Brouse
Its: Director of Financial Services

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

This foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Joseph D. Brouse, Director of Financial Services of the WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY, a government instrumentality and body corporate of the State of West Virginia, on behalf of said Authority.

My commission expires: _____.

Notary Public

[SEAL]

*Signature Page to Construction Agreement by and among
WVEDA and the WV Council for Community & Technical College Education*

**WEST VIRGINIA COUNCIL FOR
COMMUNITY AND TECHNICAL
COLLEGE EDUCATION**

By: _____
Sarah Armstrong Tucker, PhD.
Its: Chancellor

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, to-wit:

This foregoing instrument was acknowledged before me this ____ day of _____,
2026, by Sarah Armstrong Tucker, the Chancellor of the WEST VIRGINIA COUNCIL FOR
COMMUNITY AND TECHNICAL COLLEGE EDUCATION, a government instrumentality and
body corporate of the State of West Virginia, on behalf of said council.

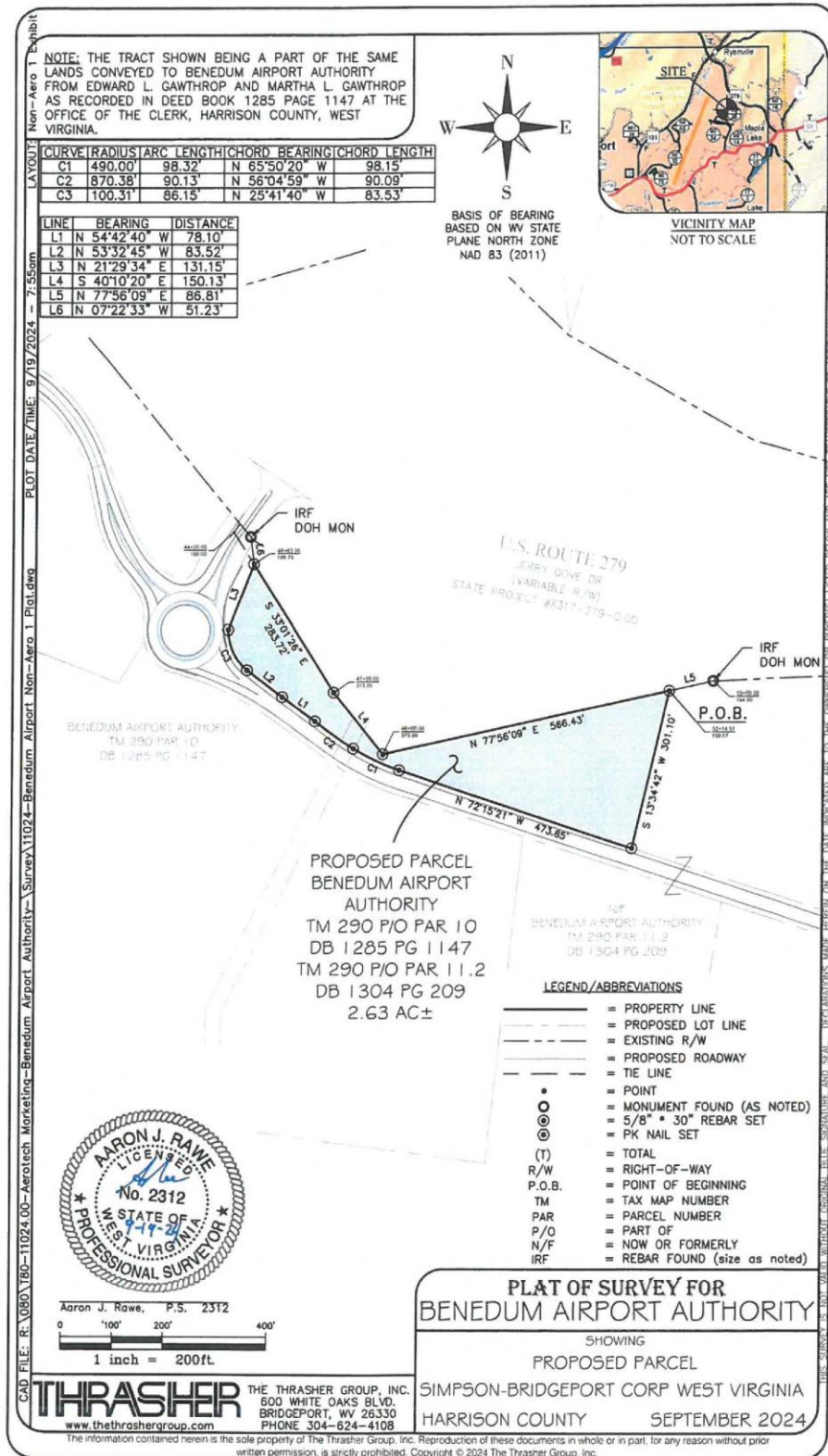
My commission expires: _____.

Notary Public

[SEAL]

*Signature Page to Construction Agreement by and among
WVEDA and the WV Council for Community & Technical College Education*

EXHIBIT A



15

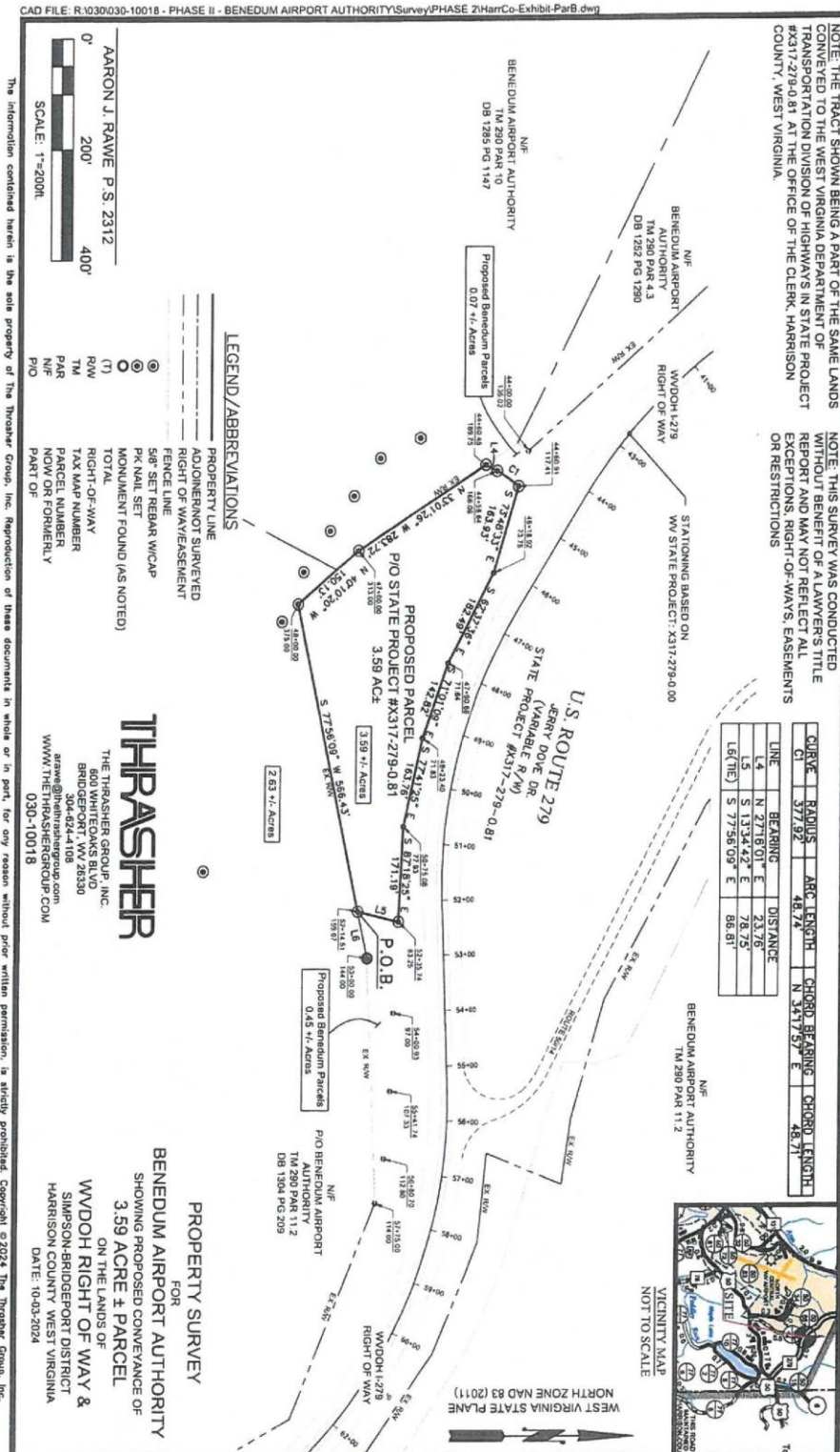


EXHIBIT C

DISBURSEMENT CERTIFICATE

Delivered pursuant to Section B.1 of the Construction Agreement

Reference is made to the Construction Agreement dated _____, 2026 (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Agreement"), by and among **WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY**, a West Virginia public corporation ("WVEDA"), and **WEST VIRGINIA COUNCIL FOR COMMUNITY AND TECHNICAL COLLEGE EDUCATION** ("Council"). Capitalized terms used in this Certificate that are not defined herein shall have the meanings herein which are given to them in the Agreement.

This Certificate is being delivered by the Council to WVEDA pursuant to Section B.1 of the Agreement in connection with the Council's request for disbursement of construction proceeds in the amount of \$ _____.00. The undersigned, _____, in ____ capacity as the _____ of the Council, hereby certifies to WVEDA as of the date of this Certificate the following:

1. As of _____, 202____, the Council has either expended or will expend cumulative capital costs of \$ _____.00 for the construction of the Project pursuant to legally binding purchase orders, receipts or contracts for the construction of the building and related fixtures at the Project and the purchase land for the Project.
2. Copies of the documentation that contain an itemized summary of the capital costs for construction of the Project as of the date of this Certificate for which this disbursement is requested are attached to this Certificate.
3. All representations, warranties and covenants of the Council set forth in the Agreement are true and correct in all material respects.
4. No Event of Default has occurred and is continuing which with the giving of notice or the passage of time, or both, would be an Event of Default under the Agreement.
5. There are no outstanding supplier or mechanic's liens with respect to the Project.
6. The Agreement remains in full force and effect in accordance with its provisions.

7. Wire instructions for this disbursement are the following:

Bank Name: Bank

Beneficiary Name:

Swift Code:

Routing No. for Domestic Wires:

Routing No. for ACH Transfers:

Account No. for Council:

Dated as of this _____ day of _____, 202__.

**WEST VIRGINIA COUNCIL FOR
COMMUNITY AND TECHNICAL
COLLEGE EDUCATION**

By: _____

Its: _____

WVEDA makes the following representations with respect to this Certificate:

1. This Certificate contains only those purchase orders, invoices, releases, bills of sale, receipts or other payment requests used directly for the benefit of the Project in compliance with any and all applicable terms and conditions of the Agreement.
2. WVEDA has reviewed and approves all of the purchase orders, invoices, releases, bills of sale, receipts or other payment requests that support this Certificate.
3. This Certificate does not contain any invoices or payment requests for the Project that have previously been submitted by WVEDA or the Council to and approved for payment by the West Virginia State Auditor.

WVEDA submits this Certificate pursuant to Section B.1 of the Agreement effective as of the date listed above.

Dated as of this _____ day of _____, 202__.

WEST VIRGINIA ECONOMIC DEVELOPMENT AUTHORITY

By: _____

Joseph D. Brouse

Title: Director of Financial Services

**WV Council for Community and Technical College Education
Meeting of August 13, 2026**

ITEM: Revisions to Legislative Rule, Series 35
Business, Occupational, and Trade Schools

INSTITUTION: Proprietary Institutions

RECOMMENDED RESOLUTION: *Resolved, That the West Virginia Council for Community and Technical College Education approves revisions to Title 135, Legislative Rule, Series 35, Business Occupational, and Trade Schools, based on the comments received during the 30-day public comment period and instructs staff to file the rule with the Secretary of State as Agency Approved.*

STAFF MEMBER: Chris Rasmussen

BACKGROUND:

Series 35 is a legislative rule promulgated by the West Virginia Council for Community and Technical College Education under the authority of W. Va. Code §18B-2B-9. It governs the regulation of proprietary institutions, commonly referred to as business, occupational, and trade schools, that operate within or solicit students in the State of West Virginia. This legislative rule sunsets on June 5, 2027, and thus is presented for Council action with recommended revisions.

The Council approved recommended revisions to the rule at its June 4, 2026, meeting. The proposed revisions were then posted for a 30-day public comment period. A total of four comments were received. Below are the comments verbatim, the staff response, and staff recommendation for action.

Comment 1: Received July 2, 2026

"Dear West Virginia Council for Community and Technical College Education:

I appreciate the opportunity to provide comments regarding the proposed revisions to 135CSR35.

We respectfully request clarification regarding the proposed addition to §135-35-13.3.12, which states:

""Assert or imply that graduates will be eligible for licensure, or eligible to sit for a licensure examination, in this state or any other state, unless that claim is backed by evidence from the appropriate licensing entity or entities.""

WVJC supports the intent of this provision and agrees that institutions should accurately represent licensure eligibility. However, we believe additional guidance would be helpful to ensure consistent interpretation and compliance.

Specifically, we request clarification on the following:

1. What constitutes sufficient "evidence" from the appropriate licensing entity?

Would the Council consider any of the following to satisfy this requirement?

- State statutes or administrative rules establishing educational requirements for licensure.
- Official guidance published on a licensing board's website.
- Written correspondence or email from licensing board staff.
- Formal board determinations or advisory opinions.
- Other documentation.

2. How should institutions address states that do not issue formal written determinations? Many licensing boards do not provide institution-specific approvals or written confirmations. In these cases, institutions often rely on published statutes, regulations, and publicly available board guidance to determine whether their programs meet educational requirements.

3. Is this provision intended to align with the federal professional licensure disclosure requirements under 34 CFR §§ 668.43 and 668.14? If so, clarification confirming that institutions may rely upon the same documentation and state-by-state determination process used for federal compliance would promote consistency and reduce unnecessary administrative burden.

4. Does this requirement apply only to representations made in advertising and marketing materials, or is it also intended to govern disclosures made in catalogs, websites, enrollment agreements, and other informational publications?

Providing additional guidance on these questions would assist institutions in implementing the rule consistently while ensuring prospective students receive accurate and reliable information regarding professional licensure.

Thank you for considering these comments. We appreciate the Council's efforts to strengthen consumer protections while providing clear and practical guidance to regulated institutions."

Response: It is up to each proprietary institution to determine whether its graduates will be eligible for licensure, or eligible to sit for a licensure examination, in West Virginia or any other state, and to determine what constitutes sufficient evidence of that determination. Such evidence could include state statutes or administrative rules, official guidance published on a licensing board's website, correspondence from licensing board staff, and formal board determinations or advisory opinions. While this provision is not designed to align specifically with federal professional licensure disclosure requirements, institutions that rely upon the same documentation and state-by-state determination

process used for federal compliance would likely be in compliance with Series 35 section 13.3.12. Per section 13.1, a proprietary institution and its representatives shall not make or cause to be made any oral, written, or visual presentation in connection with the offering or publicizing of a subject or course of instruction which is false and misleading. This includes any advertising and marketing materials and any print materials available to current or prospective students, including course and institutional catalogs, websites, enrollment agreements, and other informational publications.

Action: No change to Series 35

Comment 2: Received July 5, 2026

“Are CDL trade schools going to be required to be accredited thru US Dept of education? We are already accredited with FMCSA to educate and certify schooling for the students we receive. “

Response: Accreditation by an entity recognized by the US Department of Education is required only for institutions that wish to offer degrees—it is not required for non-degree granting proprietary institutions.

Action: No change to Series 35

Comment 3: Received July 6, 2026

"Dear West Virginia Council for Community and Technical College Education:

I appreciate the opportunity to provide comments regarding the proposed revisions to 135CSR35.

Section 2.7 Financially Sound – We had this section reviewed by the CPAs who perform our annual audits for submission to the U.S. Department of Education. They mentioned that the language used in the third standard appears to be the type of language typically used when auditing a nonprofit institution. Our auditors suggested that the language in standard 3 remain, since it is the appropriate language to use for a nonprofit institution, but that you add a 4th standard applicable to For Profit institutions using language appropriate for a for profit entity. They suggested the following language be inserted for “positive net income in the case of a for-profit institution.”

Section 2.8 Immediate Family – We request that you add the term ""siblings' child"" to the definition of “immediate family”. The reason for this is that our institution is still being operated by members of the second generation of the family, but third-generation members have been joining the organization for well over a decade. The second-generation siblings, together with their third-generation nieces and nephews, have made a smooth generational transition and continue to do so. For all intents and purposes, this is the same family that has been managing our institution since Stephen Callen first took over operation of the Morgantown Business College on April 1, 1958.”

Response: Section 2.7: “Net income” refers to both for-profit and not-for-profit institutions and change is not required.

Section 2.8: The definition for immediate family comes from WV Code section 18B-2B-9(d)(1). We are required to maintain the definition listed in Series 35 and cannot expand it without the Legislature amending the code.

Action: No change to Series 35

Comment 4: Received July 7, 2026

“Are CDL trade schools going to be required to be accredited thru US Dept of education? We are already accredited with FMCSA to educate and certify schooling for the students we receive. “

"Comments on Proposed Revisions to 135 CSR 35

The following are my comments on the proposed revisions to 135 CSR 35. My comments are limited to the proposed deletion of Section 15.4.a

While proprietary institutions have the right to request a hearing, the hearing itself has little practical value if the institution is not expressly afforded the procedural rights identified in the subsection proposed for deletion. Those rights—including the right to present witnesses and documentary evidence, to cross-examine adverse witnesses, and to be represented by legal counsel—are among the most fundamental safeguards of procedural due process. They are not extraordinary privileges; they are basic protections that Americans reasonably expect whenever a governmental agency conducts proceedings that may affect a person's or institution's legal rights or property interests. More importantly, the proposed deletion appears to be inconsistent with the Legislature's express directive in subsection o of West Virginia Code § 18B-2B-9, which provides that institutions are entitled to:

""...all substantive and procedural standards of due process relating to the protection of an individual citizen's property rights as provided under the United States Constitution and shall follow the substantive standards and procedural requirements established by or under this section.""

The statutory language could hardly be clearer. The Legislature did not merely authorize hearings; it expressly required that both substantive and procedural due process protections be provided. The procedural safeguards identified in Section 15.4.a are among the most fundamental components of due process. Eliminating them from the rule raises a significant question as to whether the proposed regulation fully complies with the statutory authority under which it is being promulgated. Furthermore, the proposed amendment creates the appearance that the Council is intentionally removing rights that the Legislature has expressly directed it to protect.

Regulatory language should promote clarity, not uncertainty. Retaining Section 15.4.a would remove any doubt regarding the procedural protections afforded to institutions while ensuring that the regulation remains fully consistent with its authorizing statute.

Accordingly, I respectfully request that the Council retain Section 15.4.a in its current form. If the Council nevertheless determines that the subsection should be deleted, I believe it owes the public a clear explanation of (1) the legal authority supporting its decision, (2) why these longstanding procedural protections are no longer necessary, and (3) how proprietary institutions will continue to receive the full measure of substantive and

procedural due process guaranteed by West Virginia Code § 18B-2B-9 and the United States Constitution.

Thank you for considering these comments."

Response: Comment suggestion was determined to be accurate.

Action: Revise Series 35 to add section 15.4.a – 15.4.d back into the rule as originally stated

TITLE 135
LEGISLATIVE RULE
WEST VIRGINIA COUNCIL FOR COMMUNITY AND TECHNICAL COLLEGE EDUCATION
SERIES 35
CORRESPONDENCE, BUSINESS, OCCUPATIONAL, and TRADE SCHOOLS

§135-35-1. General.

1.1. Scope. -- Rule regarding the issuance, renewal, and revocation of permits to correspondence, business, occupational, and trade schools (also known as proprietary institutions).

1.2. Authority. -- W. Va Code §18B-2B-9.

1.3. Filing Date. -- ~~April 5, 2022~~.

1.4. Effective Date. -- ~~June 5, 2022~~.

1.5. Sunset Provision. -- This rule shall terminate and have no further force or effect upon ~~June 5, 2027~~.

§135-35-2. Definitions.

2.1. Accredited ~~School~~ Proprietary Institution

A proprietary institution ~~school~~ that is accredited by an ~~regional or national~~-accrediting agency that is recognized by the United States Department of Education.

2.2. Associate Degree

A degree that may be awarded by accredited ~~schools~~ proprietary institutions pursuant to a program of not less than two (2) academic years and generally no fewer than 60 credits as authorized by ~~West Virginia~~ W. Va. Code 18B-2B-9.

2.43. Campus

A permanent facility where instruction takes place, or a facility where courses are taught for more than ten (10) days per calendar year.

2.54. Chancellor

The Chancellor of the West Virginia Council for Community and Technical College Education or his or her designee.

~~2.405.~~ Correspondence, Business, Occupational, or Trade School

A proprietary institution.

~~2.36.~~ Council

The West Virginia Council for Community and Technical College Education.

2.67. Financially Sound

Meeting two (2) of the following criteria, based on the proprietary institution's most recent audited annual financial statements covering a fiscal year end within the preceding twelve (12) months: (1) a current ratio of at least 1:01 ~~regarding~~ (total current assets divided by ~~compared to~~ total current liabilities); (2) positive total equity; (total assets minus total liabilities) greater than \$0; or (3) ~~current year profitability~~ positive change in net assets or net income for the most recently completed fiscal year.

2.78. Immediate Family

Spouse, parent, sibling, child, or grandchild.

2.89. Ownership Change

When the change of ownership results in a change in control of the ~~school~~ institution outside the immediate family.

2.910. Person

Any individual, group of individuals, partnership, association, organization, business, trust, corporation, or other business entity.

2.10. ~~Business, Occupational, or Trade School~~

~~An institution, organization, or entity no matter how titled, maintaining or conducting classes or instruction for a consideration, remuneration, or tuition, designed to prepare an individual for employment or enhance employment skills.~~

2.11. Proprietary Institution

An organization or other entity, no matter how titled, that maintains or conducts classes or instruction for consideration, remuneration, or tuition and designed to prepare an individual for employment or enhance employment skills. A proprietary institution starts out exclusively offering credentials below the associate degree, such as certificates and diplomas, but may, upon Council approval, offer associate degrees. For the purpose of this rule, the terms "Proprietary Institution" and "Correspondence, Business, Occupational, and Trade School" are interchangeable.

2.142. Representative

Any person representing a proprietary institution ~~school~~, whether such ~~school~~ proprietary institution is located within or outside of the State of West Virginia, or acting as an agent, solicitor, procurer, broker, or independent contractor to produce students or enrollees for any such ~~school~~ proprietary institution by solicitation in any form at any place in this state.

2.12. ~~School~~

—— ~~Business, occupational, or trade, school.~~

2.13. Specialized Associate Degree

Degree that may be awarded by accredited ~~schools~~ proprietary institutions pursuant to a degree program of not less than two (2) academic years and generally no fewer than 60 credits.

2.14. State

The State of West Virginia.

2.17~~5~~. Terms

Regularly established divisions of the academic ~~school~~ year, each with an established starting and ending date, which is normally referred to as modules, quarters, trimesters, or semesters.

§135-35-3. Exemptions.

3.1. For the purpose of this rule, the following are not defined as a ~~correspondence, business, occupational, or trade school~~ proprietary institution:

3.1.~~a~~1. Any school or person licensed or approved to offer education or training by any other statutory licensing or accrediting agency pursuant to statutes of the West Virginia Code other than 18B-2B-9.

3.1.~~b~~2. Any ~~school~~ proprietary institution or organization whose courses of instruction offered are solely for the purpose of teaching preparation of tax returns.

3.1.~~c~~3. Any ~~school~~ proprietary institution conducted by any person, solely on a contractual basis with private or governmental organizations where obtaining a permit is not a condition of the contract and students are not charged tuition or other fees, and no advertisement of courses takes place.

3.1.~~d~~4. Any training or apprenticeship program conducted by a company, union, or other organization in which students, members, or employees enrolled in the training or educational programs are not charged tuition or other fees.

3.1.~~e~~5. ~~Schools~~ Proprietary institutions that offer courses which are conducted solely for personal development or information, do not prepare or represent themselves as preparing an individual for a career or enhancing employment opportunities, are not offering sequential courses comprising an entire program and are not offering courses for more than twenty-four (24) weeks per calendar year.

3.1.~~f~~6. Tutorial instruction given in a private home or elsewhere as supplemental to regular classes for students enrolled in public or private ~~schools~~ proprietary institutions.

3.1.~~g~~. ~~Non-profit independent colleges, universities, and other non-profit entities that are accredited by a regional accrediting agency recognized by the United States Department of Education.~~

3.1.~~h~~7. Public colleges, universities, and schools under the jurisdiction of the ~~West Virginia Council for Community and Technical College Education, the West Virginia Higher Education Policy Commission, or the West Virginia Board of Education.~~

§135-35-4. Application for Permit.

4.1. Unless exempted as defined in Section 3 of this rule, a person ~~or corporation~~ shall not solicit students or operate any ~~business, occupational, trade school~~ proprietary institution, or branch campus in the state without first applying for or obtaining a permit issued by the Council. A permit shall be issued authorizing the solicitation of students and/or authorizing the operation of a ~~school~~ proprietary institution if all conditions of the laws and regulations of this state pertaining to ~~correspondence, business, occupational, and trade schools~~ proprietary institutions are met.

4.2. If a person as defined in Section 2 of this rule wishes to operate or continue to operate ~~an~~ proprietary institution ~~school~~ or branch campus or to solicit students in the state, that person shall submit an original application for a permit to do so on forms provided by the Council.

4.3. As a condition of the issuance of a permit, a proprietary institution ~~school~~ shall submit with the application:

4.3.a1. A copy of the curriculum and description of courses for each program being offered;

4.3.b2. A copy of the student enrollment contract;

4.3.c3. A copy of the ~~school's~~ proprietary institution's tuition refund policy and schedule;

4.3.d4. A fully executed surety bond in the appropriate amount;

4.3.e5. The appropriate permit fee;

4.3.f6. A list of all representatives of the ~~school~~ proprietary institution who will be soliciting students; ~~and~~

4.3.g7. If accredited, documentation from the accrediting agency regarding accreditation status; and

4.3.8. Closure contingency plan.

4.4. Persons shall not be deemed to have submitted an initial application for a permit to operate a proprietary institution ~~school~~ or solicit students in this state unless a properly completed application, the application fee, the required surety bond, and all other information and documentation required by this rule has been submitted to the Council and the following has been provided:

4.4.a1. A listing of the individual's or organization's prior ~~school~~ proprietary institution operation history in this state, other states, or other countries.

4.4.b2. Information detailing the involvement in, or relationship to, any ~~school~~ proprietary institution that lost its accreditation, lost its authorization to operate because of violation of state or federal laws, was terminated from participation in the federal financial aid programs, closed without arranging a teach-out for students or arranging refunds, or other discharge of the ~~school's~~ proprietary institution's contractual obligation to the student.

4.4.c3. Proof at the time of filing an initial application that adequate facilities are available and ready for occupancy and that all instructional equipment, books, supplies, and personnel are in place and ready for operation and verified by an on-site visit by a representative of the Council.

4.5. As a condition of permit renewal, all ~~schools~~ proprietary institutions shall make annual reports to the Council on forms furnished by the Council.

4.6. In addition to the requirements set forth above, all out-of-state ~~schools~~ proprietary institutions shall annually provide evidence of authority to operate or accreditation by the regulatory agency of each state in which the ~~school~~ proprietary institution is located or conducts business.

4.7. A permit shall be valid for one year corresponding to the effective date of the surety bond as required herein.

4.8. Any information of a confidential or proprietary nature provided to the Council by a proprietary institution-school for the purpose of obtaining or renewing a permit, and exempted from public disclosure pursuant to the terms of ~~West Virginia~~ W. Va. Code §29B-1-4, shall not be disclosed for any purposes inconsistent with this rule or statute.

§135-35-5. Approval to Offer Degrees.

5.1. All ~~schools-proprietary institutions~~ planning to offer a degree at the ~~specialized associate's degree, associate's degree, or higher associate level~~ must receive approval from the Council ~~and/or the West Virginia Higher Education Policy Commission~~ prior to offering the degree. Schools-Proprietary institutions seeking approval to offer the degree shall submit the following for review:

5.1.~~a~~1. All degree requirements and the course curriculum

5.1.~~b~~2. Faculty credentials and experience

5.1.~~c~~3. A description of all available student support services

5.1.~~d~~4. A description of available library and instructional materials

5.1.~~e~~5. A description of program learning objectives and assessment methodology

5.1.6. Proof of accreditation by an agency approved by the United States Department of Education to accredit institutions awarding associate degrees.

5.2. Once a proprietary institution-school is approved by the Council to offer the degree, that ~~school~~ proprietary institution is subject ~~thereafter~~ to annual reauthorization as provided in Legislative Rule, Title 135 (Council) ~~or 135 (Commission)~~, Series 52, Annual Reauthorization of Degree-Granting Institutions.

§135-35-6. Permit Application Fee.

6.1. Any person applying for a permit to solicit students or operate a proprietary institution-school, as defined by this rule, or branch campus in this state shall submit an initial application fee in the amount of two thousand dollars (\$2,000) with the application.

6.2. Any person applying for renewal of a permit shall submit an annual fee of five hundred dollars (\$500) with the renewal application for each campus operated by the ~~school~~ proprietary institution.

6.3. Any person submitting a permit renewal application and surety bond more than sixty (60) days after the last effective date of the applicant's previous surety bond shall be considered a new applicant for the purpose of paying the initial application fee.

§135-35-7. Surety Bond Requirements.

7.1. A proprietary institution-school located in the state shall submit with its initial or renewal application, the original fully executed continuous surety bond written by a company authorized to do business in this state in the sum of between fifty thousand dollars (\$50,000) and one hundred thousand dollars (\$100,000), as determined by the Council, unless required otherwise by a provision of this section.

~~7.2. Any school which has its physical facilities located in this state and has operated in this state under the present ownership, or ownership control within the immediate family, for at least ten (10) years is~~

~~required to submit with its renewal application the original copy of a fully executed continuous surety bond written by a company authorized to do business in this state in the sum of thirty five thousand dollars (\$35,000).~~

7.32. Schools-Proprietary institutions having branch campuses within this state shall provide one fully executed surety bond in the appropriate amount providing coverage for all campuses.

7.43. In the event of notice of cancellation of the surety bond by a bonding company, the ~~school~~ proprietary institution shall furnish a fully executed replacement to the Council within sixty (60) days of the ~~school's proprietary institution's~~ receipt of the notice of cancellation. But in no event may a proprietary institution ~~school~~ solicit or enroll new students until the appropriate surety bond is in effect.

7.54. The termination of a proprietary institution's ~~school's~~ surety bond coverage shall be grounds for revocation of its permit if the ~~school-proprietary institution~~ fails to replace the bond within the required time.

7.65. A proprietary institution ~~school~~ whose physical facilities are located outside this state, and which applies for a permit to solicit students in this state, shall submit a fully executed surety bond in the sum of between fifty thousand dollars (\$50,000) and one hundred thousand dollars (\$100,000), as determined by the Council.

7.76. The Council may increase the bond requirement of any ~~school-proprietary institution~~ to one hundred fifty thousand dollars (\$150,000) if the ~~school-proprietary institution~~ has its accreditation terminated or its institutional eligibility under the Higher Education Act of 1965, as amended, is terminated for cause.

7.87. If, in accordance with the standards of the American Institute of Certified Public Accountants, the ~~school's proprietary institution's~~ audited financial statements include a going concern or the auditor issues a ~~are~~ qualified, adverse, or disclaimed opinion indicating uncertainty regarding the proprietary institution's ability to continue as a going concern, because the school's continued financial viability as an ongoing concern is in doubt, and the school-proprietary institution is not financially sound as defined in Section 2 of this rule, the Council may require the surety bond be increased up to an amount not to exceed four hundred thousand dollars (\$400,000) if the Council determines an increased bond is reasonably necessary to protect the financial obligations legally due to the students then enrolled at the proprietary institution.

7.98. Confidentiality Statement - any financial information submitted to the Council by a school covered under this rule shall be used by the Council only for purposes of this rule.

§135-35-8. Maintenance of Records.

8.1. A proprietary institution ~~school~~ shall maintain records at a central location and have them available for inspection by a representative of the Council or its staff.

8.2. A proprietary institution ~~school~~ shall maintain academic records suitable for transcript purposes for each student ~~for fifty (50) calendar years after the student has departed the school, or until the student becomes 65 years of age into perpetuity.~~ The records shall include, as a minimum:

8.2.a1. The name and address of the ~~school-proprietary institution;~~

8.2.b2. The full name and address of the student;

- 8.2.e~~3~~. The starting and completion or separation dates;
- 8.2.d~~4~~. The course of instruction or subject;
- 8.2.e~~5~~. The amount of credit, if any;
- 8.2.f~~6~~. The grade for each subject; and
- 8.2.g~~7~~. A statement indicating whether the student graduated or completed the course.

8.3. A ~~proprietary institution-school~~ shall develop and enforce security measures to protect student records from damage or destruction, including plans for recovery including secure storage at a separate physical location or electronic storage with a third-party vendor. ~~for the required period of time.~~

§135-35-9. Change of ~~School~~ Institutional Ownership.

9.1. A proprietary ~~institution-school~~ must notify the Council at least thirty (30) days in advance of the change of ownership control. Within thirty (30) days of such notification, the Council will notify the ~~school~~ proprietary institution of permit status.

9.2. When a ~~proprietary institution-school~~ is located in this state and has a change of ownership control and the new ownership control is outside of the immediate family of the previous owner, the ~~school~~ proprietary institution may continue to operate under the present permit. However, before the solicitation of students can continue, the ~~school~~ proprietary institution shall submit to the Council the following:

9.2.a~~1~~. A fully executed surety bond in the same amount currently required by the present permit ~~of fifty thousand dollars (\$50,000).~~

9.2.b~~2~~. The names, addresses, and corporate titles of all persons or other entities having a financial interest in the ~~school~~ proprietary institution, and the names and addresses of any other ~~schools~~ proprietary institutions in which these persons or entities have or have had a financial interest.

9.2.e~~3~~. A revised listing of all programs to be offered if changes were made with new ownership.

9.2.d~~4~~. An application for each representative of the ~~school~~ proprietary institution who will be soliciting students.

9.3. If the ~~school~~ proprietary institution is located outside this state, the ~~school~~ proprietary institution must show evidence of compliance with the laws and regulations in the state where the ~~school~~ proprietary institution is located. In addition, before the solicitation of students continues in this state, the ~~school~~ proprietary institution must submit the following:

9.3.a~~1~~. A fully executed surety bond in the same amount currently required by the present permit ~~of fifty thousand dollars (\$50,000);~~

9.3.b~~2~~. An application for each representative of the ~~school~~ proprietary institution that will be soliciting students in West Virginia;

9.3.e~~3~~. A revised listing of all programs to be offered if changes are made with new ownership;
and

9.3.d~~4~~. The names, addresses, and corporate titles of all persons or other entities having a financial

interest in the ~~school~~-proprietary institution.

§135-35-10. ~~School~~-Proprietary Institutional Closing.

10.1. A ~~proprietary institution~~-~~school~~ which is closing, either voluntarily or involuntarily, shall:

10.1.~~a~~1. Inform the Council of this action immediately by certified mail;

10.1.~~b~~2. Supply the Council with the name, address, and telephone number of the person responsible for closing arrangements;

10.1.~~c~~3. Supply the Council with the name, address, telephone number, and the course of study for each student who has not completed his or her course of study;

10.1.~~d~~4. Supply the Council with information on the dates of enrollment, the amount of class time left for each student to complete the course, and the amount of entitled refund, if any, for which each student is eligible;

10.1.~~e~~5. Inform currently enrolled students by written notice of the appropriate procedures they are to follow to secure refunds due if suitable teachouts have not been arranged, or to continue their education and supply the Council with a copy of this notice; and

10.1.~~f~~6. Inform the Council and currently enrolled students of plans to store the permanent student records and the procedure to obtain copies through a third-party transcript custodian.

§135-35-11. Student Enrollment Contract.

11.1. Before the ~~schooling begins~~-instruction commences, all students shall receive a completed, signed and dated enrollment contract specifying both the ~~school's~~-proprietary institution's and student's legal rights and obligations. The agreement may incorporate into the contract by reference information in the ~~school's~~-proprietary institution's catalog, student handbook, or other ~~school~~-proprietary institution publication without printing such information or publication in the contract itself. The enrollment contract shall clearly state and must contain, but is not limited to, the following:

11.1.~~a~~1. The name and address of the ~~school~~ proprietary institution;

11.1.~~b~~2. The name of the course of study or program, including the number of credit or clock hours of classroom instruction, home study lessons, or other study units required;

11.1.~~c~~3. The total cost of the course, term or program for which the student is obligated under the contract including tuition, fees, books, and any other charges the student will incur-~~shall be clearly stated~~;

11.1.~~d~~4. The ~~school's~~-proprietary institution's cancellation and refund policy including an explanation of the procedures a student will follow to cancel the contract or enrollment agreement; and

11.1.~~e~~5. The signature of the student applicant, a parent or other sponsor if the student is under the age of eighteen (18), and the appropriate ~~school~~-proprietary institution officials, plus the date signed.

11.2. An application for admission is not to be construed as binding on the student, therefore limiting total student financial obligation to the payment of an application fee.

11.3. The ~~school~~-proprietary institution shall provide the student with a copy of the completed

enrollment agreement that is signed and dated.

11.4. Those ~~schools-proprietary institutions~~ that are accredited by a ~~national or regional~~ an accrediting agency recognized by the United States Department of Education may adhere to the accrediting agency's criteria regarding student enrollment contracts to satisfy the requirements of this section. However, in the event that enrollment contracts are not addressed by accrediting agency criteria, the provisions of this section must be followed.

§135-35-12. Cancellation and Refund Policies.

12.1. To obtain a permit a proprietary ~~institution-school~~ shall have a cancellation and refund policy that incorporates the following provisions:

12.1.~~a~~1. A statement relative to the unused portion of tuition, fees, and other charges if the student does not begin classes, withdraws, or is dismissed.

12.1.~~b~~2. All fees and payments remitted to a proprietary institution-school by a prospective student shall be refunded, minus any stated application fee not to exceed fifty dollars (\$50), if the student is not admitted due to ineligibility.

12.1.~~c~~3. An admitted student applicant may cancel, by written notice, his or her enrollment any time prior to the first class day of the session for which the application was made, and the ~~school-proprietary institution~~ shall refund all tuition paid by the student minus an application fee not to exceed fifty dollars (\$50).

12.1.~~d~~4. For the purposes of refund calculations, an individual's status as a student shall be considered terminated by the ~~school-proprietary institution~~ not later than seven (7) calendar days after the last day on which the student actually attended the ~~school-proprietary institution~~. Termination may be effected earlier by proper notification. A home study program of instruction shall be terminated if a proprietary institution-school does not receive a lesson or an appropriate response from the student within six months after receipt of the last lesson, and the date of withdrawal shall be the date of the last lesson received. The date of withdrawal initiated by a student shall be the date a letter is postmarked or proper notification is given. The ~~school-proprietary institution~~ shall provide a receipt for the letter or withdrawal notice received.

12.1.~~e~~5. ~~Schools-Proprietary institutions~~ are required to submit refunds to individuals or the appropriate agency within twenty (20) days after receipt of a proper notification of termination from a student.

12.1.~~f~~6. The student refund policy for withdrawals and terminations for ~~schools-proprietary institutions~~ not accredited by an accrediting agency recognized by the United States Department of Education must at a minimum comply with return to Title IV Regulations (R2T4) under the United States Department of Education, the following:

12.1.f.1. A student who begins a term and withdraws after completing up to one (1) week or ~~ten percent (10%) of the term is entitled to a refund of ninety percent (90%) of the charges less the application fee.~~

12.1.f.2. A student who begins a term and withdraws after completing more than ten percent (10%) ~~through twenty five percent (25%) of the term is entitled to a refund of seventy five percent (75%) of the charges less the application fee.~~

~~12.1.f.3. — A student who withdraws after completing more than twenty-five percent (25%) through fifty percent (50%) of the term is entitled to a refund of fifty percent (50%) of the charges less the application fee.~~

~~12.1.f.4. — A student who withdraws after completing more than fifty percent (50%) of the term is not entitled to a refund.~~

12.2. Refunds shall be calculated for a specific term as defined in Section 2 of this rule, or the total cost of programs not exceeding one year. In the event that students are financially obligated for a year-long program, the refund policy shall be on a weekly prorata basis through the first sixty percent (60%) of the program. The student's financial commitment shall not be for more than one year at any given time.

12.3. Those ~~schools~~ proprietary institutions that are accredited by ~~a national or regional~~ an accrediting agency recognized by the United States Department of Education, may use the accrediting agency's refund policy to meet the requirements of this section. However, student refunds must be made within twenty (20) days after receipt of a proper notification of termination.

12.4. Those ~~schools~~ proprietary institutions having their physical facilities located outside this state must comply with the cancellation and refund policies of their home state. If there is no state cancellation and refund policy in their home state, Section 142 of this policy must be followed.

§135-35-13. Advertising and Marketing.

13.1. Each ~~school~~ proprietary institution and its representatives shall not make or cause to be made any oral, written, or visual presentation in connection with the offering or publicizing of a subject or course of instruction which is false or misleading.

13.2. In its advertising and marketing materials, a proprietary institution ~~school~~ shall:

13.2.a1. Limit reference to its authority to operate to "Permit to Operate Issued by the West Virginia Council for Community and Technical College Education;

~~13.2.b. Disclose that it is a home study school if it provides such instruction;~~

13.2.e2. Advertise starting or average salaries of its former students only if these claims can be documented for the most recent twelve- (12) month period preceding the advertisement for more than fifty percent (50%) of the graduating class.

13.3. In its advertising and marketing materials, a proprietary institution ~~school~~ shall not:

13.3.a1. Advertise that it is "supervised," "recommended," "endorsed," "approved," or "accredited" by the Council;

13.3.b2. Describe its courses of instruction and subjects in a misleading manner.

13.3.e3. Use photographs or other illustrations in ways which misrepresent the size and location of the ~~school~~ proprietary institution, its equipment and facilities for the career for which the student is being trained;

13.3.d4. Represent that it is endorsed by or affiliated with a college or university, unless such statements can be documented;

13.3.e5. Advertise or indicate in any manner the transferability, or possibility of transferability, of its credits to colleges and universities unless it has written evidence on file of current acceptability of such credits from said colleges or universities;

13.3.f6. Advertise that it is endorsed by manufacturers, business establishments, or organizations engaged in the line of work for which the ~~school~~-proprietary institution gives training unless written documentation regarding the endorsement is on file;

13.3.g7. Advertise accredited status unless such status has been received from an accrediting body currently listed as recognized by the United States Department of Education and such accrediting body must be named if used in any advertisement or promotional material;

13.3.h8. Advertise as an employment agency, or under the same or similar name as such an agency, or advertise training courses in the "Help Wanted" section of any newspaper;

13.3.i9. Advertise any tuition, fees, or other charges in amounts other than those currently on file in the chancellor's office or advertise them without showing the total costs;

13.3.j10. Falsely guarantee job placement or employment at a certain wage; or

13.3.k11. Use endorsements, commendations, or recommendations by students without their written consent.

13.3.12. Assert or imply that graduates will be eligible for licensure, or eligible to sit for a licensure examination, in this state or any other state, unless that claim is backed by evidence from the appropriate licensing entity or entities.

13.4. A proprietary ~~institution-school~~ eligible to offer a course of instruction or program leading to an associate degree or specialized associate degree shall, in any advertisement, promotional material, or the ~~school~~ proprietary institution catalogue refer to this degree designation as an "Associate Degree" or a "Specialized Associate Degree."

13.5. Those ~~schools~~-proprietary institutions that are accredited by a ~~national or regional~~ an accrediting agency recognized by the United States Department of Education may adhere to the accrediting agency's criteria regarding advertising to satisfy the requirements of this section. However, in the event that advertising is not addressed by accrediting agency criteria, the provisions of this section must be followed.

§135-35-14. Student Complaints.

14.1. A proprietary ~~institution-school~~ shall attempt to resolve student complaints promptly and fairly and shall not subject a student to punitive action as a result of a written complaint having been filed with the ~~school~~ proprietary institution or Council.

14.2. The ~~school~~-proprietary institution shall have written procedures that describe in detail how a student may register a complaint with the ~~school~~-proprietary institution and Council, and how the ~~school~~ proprietary institution will investigate and attempt to resolve the complaint.

14.3. The Council will begin the investigation of a written complaint within thirty (30) days of the date of receipt of the complaint unless it is a complaint regarding a matter over which the Council has no jurisdiction or it is intrinsically not credible. The initial investigation should be completed within sixty (60) days of the filing of the complaint.

14.4. The ~~school-proprietary institution~~ shall provide all enrolled students with a written copy of the student complaint procedures and make prospective students aware that such procedures exist and provide copies upon request.

14.5. Each ~~school-proprietary institution~~ that is being investigated, as a result of a written student complaint, will be notified by the Council that such an investigation is being conducted, and a copy of the written complaint will be forwarded to the ~~school-proprietary institution~~. The name of the complainant may be withheld if so requested.

14.6. The ~~school-proprietary institution~~ being investigated must respond to any inquiry by the Council relating to the investigation within ten (10) work days of its receipt of the inquiry.

14.7. Any ~~school-proprietary institution~~ refusing to cooperate with an investigation of a written student complaint by the Council or any other governmental agency shall have its permit to operate or solicit students in West Virginia revoked in accordance with the due process provisions of Section 14 of these rules.

14.8. The Council, upon completion of the investigation of a written student complaint, will supply the ~~school-proprietary institution~~ by certified mail with a written report of the findings and any proposed corrective action. The ~~school-proprietary institution~~ will have twenty (20) work days to reply to the Council before any action may be taken.

14.9. The ~~school-proprietary institution~~ has a right to request a hearing regarding any findings or action proposed by the Council resulting from an investigation involving student complaints.

14.10. The Council may forward any information pertaining to a written complaint found to have merit involving federal student financial aid to the United States Department of Education.

§135-35-15. Warning, Suspension, Withdrawal, or Revocation of Accreditation, License, and/or Approval to Operate.

15.1. A ~~proprietary institution-school~~ shall provide the Council with a copy of any notice of warning, suspension, revocation, or other adverse action received from any ~~national, regional, or state~~ accrediting and/or approval agency or the United States Department of Education within five (5) days of receipt of such notice. The ~~school-proprietary institution~~ shall at the same time inform the Council in writing of activities being taken to correct the deficiencies.

15.2. The Council may for good cause, suspend, withdraw, or revoke the authorization of a proprietary ~~institution-school~~ to operate within this state or to solicit students within the state. Good cause shall consist of:

15.2.a1. Loss of accreditation by a ~~nationally or regionally~~ recognized accrediting agency;

15.2.b2. Cancellation of the ~~school's-proprietary institution's~~ bond by the bonding company and failure to secure a replacement in accordance with this rule;

15.2.c3. A final determination that the ~~school-proprietary institution~~ has engaged in conduct prohibited by this rule, and the conduct warrants suspension, withdrawal, or revocation of the approval to operate a ~~proprietary institution-school~~ or solicit students in this state, and corrective action has not been taken within the required time;

15.2.d4. Closure of the ~~school-proprietary institution~~ without adequately providing for the

completion of students' classes or course work, without refunding students' unearned tuition or otherwise discharged the proprietary institution's contractual obligations to the students;

15.2.e5. Conviction of the owner of a proprietary institution school for a felony or crime involving administration of the school-proprietary institution or involving Federal Student Assistance programs; or

15.2.f6. Refusal to cooperate with an investigation pursuant to Section 13 of this rule.

15.3. Upon receipt by the Council of information constituting any of the above grounds for suspension, withdrawal, revocation, or other adverse action, the Council shall notify the school-proprietary institution and its owner in writing of its intent to recommend suspension, withdrawal, revocation, or other adverse action and the grounds for such recommendation.

15.3.a1. The owner of the school-proprietary institution may, within ten (10) work-business days of receipt of such notice, request a hearing upon the recommended action. Such hearing, if requested, shall be commenced within twenty (20) work-business days of such request at the chancellor's office or at such other location convenient to the parties and witnesses as may be designated by the Chancellor.

15.3.b2. The hearing shall be conducted by the Chancellor of the West Virginia Council for Community and Technical College Education or the chancellor's designee, pursuant to the procedures set forth in Chapter 29A, Article 5 of the Code of West Virginia W. Va. Code.

15.3.e3. The Chancellor or the chancellor's designee may continue the hearing at the request of the school-proprietary institution for good cause shown. Continuances shall not be granted as a matter of right.

15.3.d4. If the owner or a representative of the school-proprietary institution does not request a hearing within the requisite time period, the recommendation of the chancellor shall be deemed unchallenged by the school-proprietary institution and reported to the Council for final action.

15.4. At the hearing, the grounds for suspension, withdrawal, or revocation of authorization to operate the school-proprietary institution or other adverse action must be established by clear and convincing evidence.

15.4.a. The owner of the school or its designated representative may appear to defend the interests of the school, may present witnesses and evidence on behalf of the school, and may cross-examine witnesses against the school. The school may retain legal counsel to represent its interests at the hearing.

15.4.b. The Council does not have the power to issue subpoenas, but the chancellor or the school may request the appearance of witnesses at the hearing, who shall be notified of such request by the chancellor or the chancellor's designee with the date, time, and location of the hearing in writing.

15.4.c. The rules of evidence shall not strictly apply, and evidence may be admitted if it is of a type commonly relied upon by reasonably prudent people in the conduct of their affairs. Objections to evidence offered by either party shall be ruled upon by the chancellor or the chancellor's designee who conducts the hearing.

15.4.d. The hearing shall be recorded by mechanical means or by a certified court reporter retained by the chancellor.

15.5. The Chancellor shall make written findings of fact and conclusions of law as to whether or not the school-proprietary institution or its representative has committed acts in violation of the law or these rules which would justify the suspension, withdrawal, or revocation of its authorization to operate. Such

findings and conclusions shall be reported to the Council, and a copy of same shall be provided to the ~~school~~ proprietary institution on the same date it is filed with the Council and placed upon its agenda for action.

15.6. The Council shall act upon the report at its next regularly scheduled business meeting, or a special meeting if one is called, to accept or reject the findings of the Chancellor or the chancellor's designee, and to suspend, withdraw, or revoke the authority of the ~~school~~ proprietary institution or its representative to operate and/or solicit students within this state. Notification of the Council's action shall be given to the ~~school~~ proprietary institution and/or its representative in writing within two (2) business days following such action of the Council, by certified mail, or by personal delivery. For good cause shown in the minutes of the Council's, action upon the chancellor's report may be deferred to a date not later than the next regularly scheduled business meeting of the Council.

15.7. A ~~proprietary institution~~ school or its representative may appeal an adverse action of the Council to a court of competent jurisdiction within the time period specified by state law.

**WV Council for Community and Technical College Education
Meeting of August 13, 2026**

ITEM: Student and Workforce Mental Health in West Virginia

INSTITUTIONS: All

RECOMMENDED RESOLUTION: Information Item Only

STAFF MEMBER: Candace Layne

BACKGROUND:

The presentation highlights the growing need for campus mental health support in West Virginia and the efforts of the Council and the Health Sciences' Division Behavioral Health Workforce Education Initiative (BHI) to address student mental health needs while strengthening the behavioral health workforce. Many years of state survey results from West Virginia's college students have revealed mental health challenges, including loneliness and suicidal ideation, while also showing improvements in students' perceptions of campus health and wellbeing. These gains reflect the impact of continued investments in mental health services, programs, and supportive campus environments.

The presentation also highlights the success of the Behavioral Health Education Initiative and the Campus Mental Health Impact Grants, which support counseling services, crisis response, professional development, workforce, technology improvements, and suicide prevention efforts across the state. Through partnerships such as BetterMynd, students have greater access to virtual counseling and 24/7 support, resulting in more than 1,400 virtual therapy sessions utilized statewide. This initiative has grown statewide that expands access to care, improves service delivery, and strengthens campus support for student wellbeing that has brought national recognition to the state.