



BOARD OF GOVERNORS

AGENDA

October 8, 2021

MEMBERS

Mark Blankenship

Megan Callaghan Bailey

Barry Crist

Ashley Deem

Jeff Ginther

Alex Harris

Barry Holstein

Andrew Kennedy

Larry Pack, Jr.

Andrea Petry

Rhonda White

Dr. Casey Sacks
Acting President

BOARD OF GOVERNORS

BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE

Advanced Technology Center | Room 131-132
1201 Science Park Drive, South Charleston, WV 25303

Public Livestream Link:

<https://vimeo.com/605832341/d1d83b8469>

October 8, 2021, 9:00 a.m.
AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Approval of Minutes**
 - Minutes of August 20, 2021.....BOG 1
- IV. Administrative Items**
 - a. Information Item: Final Budget Update for FY 2020-2021—Cathy AquinoBOG 2
 - b. Information Item: Budget Update for FY 2021-2022—Larry Pack, Jr.,
Dr. Casey Sacks, and Cathy Aquino.....BOG 3
 - c. Welcome new HR Director, Katrina Whitt
 - d. Forensic Audit Update—Larry Pack, Jr.
 - e. COVID-19 Update—Dr. Casey Sacks and Dr. Todd Jones.....BOG 4
 - f. Barnes & Noble
 - i. Agreement with Barnes & Noble..... BOG 5
 - ii. Complaints about Barnes & Noble..... BOG 6
- V. Reports**
 - a. President’s Report—Dr. Casey Sacks
 - b. Report on Kanawha County Schools Relations and Programs—Dean Kristi Ellenberg
 - c. Update on Real Estate Program—Dr. Laura McCullough
 - d. Update on ABET Accreditation for CET, MET, and EET—Dean Norm Mortensen

VI. Executive Session Pursuant to W. Va. Code § 6-9A-4 to Discuss Personnel Issues and Consider Matters Involving or Affecting the Purchase, Sale or Lease of Property

- a. Presidential Search
- b. College Facilities

VII. Additional Board Action and Comments

VIII. Announcements/Upcoming Events

- a. Last day of classes for Fall 2021 Term – Thursday, December 9, 2021
- b. First day of classes for Spring 2022 Term – Monday, January 24, 2021
- c. Last day of classes for Spring 2022 Term – Thursday, May 4, 2021
- d. Commencement – Sunday, May 15, 2022

IX. Next Meeting

Friday, December 3, 2021
9:00 am
Location: TBD

X. Adjournment

BOARD OF GOVERNORS

BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE

MINUTES

AUGUST 20, 2021

A Special Meeting of the BridgeValley Community and Technical College Board of Governors (BOG) was held on Friday, August 20, 2021, at 1:00 p.m. via video conference.

Board members present: Megan Bailey, Mark Blankenship, Barry Crist, Ashley Deem, Jeff Ginther, Alex Harris, Barry Holstein, Andrew Kennedy, Larry Pack, Jr., Andrea Petry, and Rhonda White. Also in attendance was President Casey Sacks.

I. **Call to Order**

Chair Deem called the meeting to order at 1:00 p.m.

II. **Roll Call**

Roll was taken by Amy Moore noting that a quorum was present.

III. **Approval of Minutes**

Secretary Holstein moved to approve the meeting minutes of August 6, 2021. Vice Chair Blankenship seconded the motion. Motion carried.

IV. **Administrative Items**

a. **Action Item: Revision of BOG Rule A-5 – Title IX, Sexual Harassment and Discrimination**

Secretary Holstein moved the adoption of the following resolution:

RESOLVED, that the BridgeValley Community and Technical College Board of Governors approves the revision of Policy A-5 – Title IX, Sexual Harassment and Discrimination, for distribution to constituencies and posting for a 30-day comment period and submission to the West Virginia Council at the conclusion of the period if no substantive comments are received.

Vice Chair Blankenship seconded. Motion carried.

V. **Possible Executive Session Pursuant to W.Va. Code § 6-9A-1 to Discuss Personnel Issues and the Purchase, Sale, or Lease of Property**

Secretary Holstein moved to enter Executive Session Pursuant to W.Va. Code § 6-9A-4 to discuss Personnel Issues and the Purchase, Sale, or Lease of Property. Vice Chair Blankenship seconded. Motion carried.

Secretary Holstein moved to call the meeting to order following Executive Session. Vice Chair Blankenship seconded. Motion carried.

VI. Additional Board Action and Comments

Secretary Holstein moved to extend the Board’s agreement with Dr Sacks as acting president until December 31, 2021, to provide leadership stability and continuity through the end of the fall semester. Vice Chair Blankenship seconded. Motion carried.

Secretary Holstein moved to authorize Chair Deem to approve and execute the presidential job posting in coordination with the Director of Human Resources. Vice Chair Blankenship seconded. Motion carried.

Secretary Holstein moved to authorize Chair Deem to assemble a presidential search committee with broad stakeholder representation. Vice Chair Blankenship seconded. Motion carried.

VII. Announcements/Upcoming Events

- a. August 30 – First Day of Fall 2021 Classes
- b. September 22 – BridgeValley Night at Power Park

VIII. Next Meeting

Friday, October 8, 2021
9:00 am
Location: South Charleston Campus

IX. Adjournment

There being no further business, the meeting was adjourned.

_____, Ashley N. Deem, Chair

_____, Barry Holstein, Secretary

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
MEETING OF OCTOBER 8, 2021**

ITEM: Fiscal Year 2020-21 Update for BridgeValley
Community and Technical College

RECOMMENDED RESOLUTION: Information Only

STAFF MEMBER: Cathy Aquino

BACKGROUND:

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

Some important items are as follows:

- Overall revenue is at 100.6% of budget:
 - State appropriations are at 100% of budget. There were no budget reductions for the year.
 - Tuition and fees revenues are on target with Education and General at 100.7%, Auxiliary at 106.8%, and Capital at 107.9%. Enrollment decreased slightly over last year.
- Expenses:
 - Salary and benefits are at 100.7% and met the target.
 - Non-payroll expenses are slightly below budget at 98.2%.
 - Total expenses met target at 100.1%.
 - 100% of Operational budgets were released to departments.

➤ Fund Balances:

- Fund balances are healthy at the end of fiscal year.

➤ CARES ACT:

Student Portion Awards:

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

Expenditures as of June 30, 2021 \$1,433,926.00

Institutional Portion Awards:

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

Expenditures as of June 30, 2021 \$1,236,595.12

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

BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
Fiscal Year 2021 Budget Compared with Actual Ending June 30 2021

General Revenue & Tuition and Fees Budget	FY 2021 Budget		FY 2021 YTD Actual	
	Annual Amount	%	Amount	% to Budget
Total Projected Funds Available:				
General Appropriations	\$ 8,098,811	55.0%	\$8,098,811	100.0%
E&G Tuition and Fees	5,620,000	38.1%	5,657,361	100.7%
Auxiliary Tuition and Fees	250,000	1.7%	267,071	106.8%
Capital Tuition and Fees	735,000	5.0%	793,313	107.9%
Other Operating Revenue	30,000	0.2%	0	0.0%
Total Available Funds	\$ 14,733,811	100.0%	\$14,816,556	100.6%
Expenses:				
Payroll				
Salaries	\$ 9,144,561	62.1%	\$9,178,881	100.4%
Benefits	2,210,368	15.0%	2,257,068	102.1%
<i>Total Salaries and Benefits</i>	<i>\$ 11,354,929</i>	<i>77.1%</i>	<i>\$ 11,435,949</i>	<i>100.7%</i>
Non-Payroll - Current Year				
Institutional Support	\$285,843	8.5%	\$340,574	119.1%
Budget Reduction			\$0	
Academic Affairs	531,997	15.7%	\$397,670	74.8%
Student Affairs	135,395	4.0%	\$131,665	97.2%
Financial Affairs & General College				
Obligations	401,337	11.9%	\$404,997	100.9%
Payment of Capital Debt & Leases	1,225,010	36.3%	\$1,221,812	99.7%
Community Service	4,600	0.1%	(\$3,633)	-79.0%
Capital Projects	10,000	0.3%	\$53,132	531.3%
Safety & Facilities	784,700	23.2%	\$772,531	98.4%
<i>Total Non-Payroll Expenses</i>	<i>\$3,378,882</i>	<i>22.9%</i>	<i>\$3,318,748</i>	<i>98.2%</i>
Total Expenses	\$ 14,733,811	100.0%	\$ 14,754,697	100.1%
Increase / Decrease in Net Assets	\$ 0		\$61,859	
Beginning Fund Balances	\$ 2,854,413		\$ 2,854,413	
Ending Fund Balances	\$2,854,413		\$ 2,916,272	

**BOARD OF GOVERNORS
BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
OCTOBER 8, 2021**

ITEM: **Fiscal Year 2021-22 Budget Update**

BOARD/STAFF MEMBERS: Larry Pack, Casey Sacks, Cathy Aquino

BACKGROUND:

This budget reflects revenue from tuition and fees (education and general, auxiliary, and capital fees) as well as state appropriations. As in past years, this budget does not include grant revenue or expenses as these change dramatically depending on how many grants the College receives in a given year.

What follows is a conservative budget based on the following assumptions:

- State appropriations were reduced by 1.5% for FY2022, \$121,482. The State Budget bill provided the same amount as surplus FY2021 funds. This amount appears on a separate line.
- Tuition and Fees (T&F) revenue is conservatively projected with revenue reflecting flat enrollment. The Capital fees increased slightly. Auxiliary fees reflect an increase due to the student engagement/activity fee reinstatement (that was put on pause during COVID). At this time, revenue projections have not been adjusted (see Chart 2).
- Payroll is budgeted based on full-time and part-time salary expenses and related fringe benefits. The salary and fringe numbers changed as a result of vacancies and an increase to the adjunct line item (see Chart 3).
- Non-payroll expenses include fixed costs, academic and administrative departments. As in prior years, the first allocation of operational budgets were released to departments at 50%. Departmental budgets, where appropriate, were reduced by 20% (see Chart 4).

Chart 1 Proposed Fiscal Year 2022 Budget

Fiscal Year 2022 Budget						
	FY 2022		FY 2021		Budget Difference	
General Revenue & Tuition and Fees Budget	Annual Amount	%	Annual Amount	%	Annual Amount	%
Total Projected Funds Available:						
General Appropriations	\$ 7,977,329	54.3%	\$ 8,098,811	55.0%	\$ (121,482)	270.0%
E&G Tuition and Fees	5,500,000	37.4%	5,620,000	38.1%	\$ (120,000)	266.7%
Auxiliary Tuition and Fees	320,000	2.2%	250,000	1.7%	\$ 70,000	-155.6%
Capital Tuition and Fees	740,000	5.0%	735,000	5.0%	\$ 5,000	-11.1%
Surplus Appropriation	121,482	0.8%			\$ 121,482	-270.0%
Other-COVID Back fill	30,000	0.2%	30,000	0.2%	\$ -	0.0%
Total Available Funds (flat revenue)	\$ 14,688,811	100.0%	\$ 14,733,811	100.0%	\$ (45,000)	100.0%
Expenses:						
Payroll						
Salaries	\$ 9,289,203	81.8%	\$ 9,144,561	80.5%	\$ 144,642	2885.3%
Benefits	2,070,739	18.2%	2,210,368	19.5%	\$ (139,629)	-2785.3%
Total Salaries and Benefits	\$ 11,359,942	77.4%	\$ 11,354,929	77.1%	\$ 5,013	100.0%
Non-Payroll - Current Year						
Institutional Support	\$245,808	7.4%	\$285,843	8.5%	\$ (40,035)	75.6%
Academic Affairs	519,706	15.6%	531,997	15.7%	\$ (12,291)	23.2%
Student Affairs	167,068	5.0%	135,395	4.0%	\$ 31,673	-59.8%
Financial Affairs & General College Obligations	393,691	11.8%	401,337	11.9%	\$ (7,646)	14.4%
Payment of Capital Debt & Leases	1,266,684	38.1%	1,225,010	36.3%	\$ 41,674	-78.7%
Community Service	0	0.0%	4,600		\$ (4,600)	8.7%
Capital Projects	12,000	0.4%	10,000	0.3%	\$ 2,000	-3.8%
Safety & Facilities	721,000	21.7%	784,700	23.2%	\$ (63,700)	120.4%
Total Non-Payroll Expenses	\$3,325,957	22.6%	\$3,378,882	22.9%	(\$52,925)	100.0%
Total Expenses	\$ 14,685,899	100.0%	\$ 14,733,811	100.0%	\$ (47,912)	
Increase / Decrease in Net Assets	\$ 2,912		\$ 0		\$ 2,912	
Beginning Fund Balances	\$ 2,645,749		\$ 2,854,413		\$ -	
Ending Fund Balances	\$ 2,648,661		\$ 2,854,413		\$ 2,912	

Chart 2 Revenue Projections

Revenue Projections				
FY2022				
	Tuition & Fees	Auxiliary	Capital	Total
Revenue As of 3/31/21	5,234,109	243,365	719,687	6,197,161
3rd Party owed	183,637	6,437	20,919	210,993
	5,417,746	249,802	740,606	6,408,154
T&F increase FY22				-
T&F special FY22		69,800		69,800
Total	5,417,746	319,602	740,606	6,477,954
Budget	\$ 5,500,000	\$ 320,000	\$ 740,000	\$ 6,560,000

Chart 3 Personal Services Budget FY2022

Personal Services Budget						
FY2022						
Salaries	State Appropriation	Tuition & Fees	Auxiliary Fees	Total	Adjustments	
Full time	6,339,871	2,088,641		8,428,512	(200,000)	
Annual increment	72,960	17,731		90,691		
Adjuncts/Part Time		600,000	20,000	620,000	350,000	
Total Salaries	\$ 6,412,831	\$ 2,706,372	\$ 20,000	\$ 9,139,203	\$ 150,000	\$ 9,289,203
Fringe Benefits	State Appropriation	Tuition & Fees	Auxiliary Fees	Total		
FICA/Medicare	490,582	161,137	1,530	653,249		
Retirement	393,764	126,382		520,146		
PEIA	476,888	233,768		710,656		
OPEB-Paygo	111,360	47,328		158,688		
Workers Comp		30,000		30,000		
Unemployment		38,000		38,000		
Total Fringe Benefits	\$ 1,472,594	\$ 636,615	\$ 1,530	\$ 2,110,739	(40,000.00)	\$ 2,070,739

Chart 4 Fixed Costs FY2022

Fixed Costs FY2022		
	Amount	Notes
WVU Debt	21,788	Ends 1/1/24
Audit	34,000	
Lease Diesel building	48,000	Ends 5/31/29
Oasis Charges	51,081	
General Insurance (BRIM)	109,505	
WV State Debt	118,548	Ends 6/30/22
CTCS/HEPC Obligations	67,944	Capital loan ends 6/30/23
CTCS/HEPC Obligations	84,785	HERA
Facility Contracts	200,000	elevator/HVAC/outsourced maintainance
WVU Tech building repairs	50,000	
WVNET agreements	264,873	
Montgomery utilities	385,000	
Tech Park lease	1,010,404	Ends 9/30/23
Credit Card fees	23,000	
Total	\$ 2,468,928	

BridgeValley Covid-19 Response Flowchart

COVID-19 Protocol

As of 9/13/2021

Report exposure, symptoms, or a positive test on our web site at <http://www.bridgevalley.edu/coronavirus>.

COVID Symptoms:

Primary

- Fever of 100 or higher
- Cough
- Sore Throat
- Loss of taste or smell
- New muscle aches
- Nausea, and vomiting
- Diarrhea
- Difficulty Breathing

Secondary

- Headache
- Runny Nose
- Congestion
- Fatigue

Exposure (close contact)

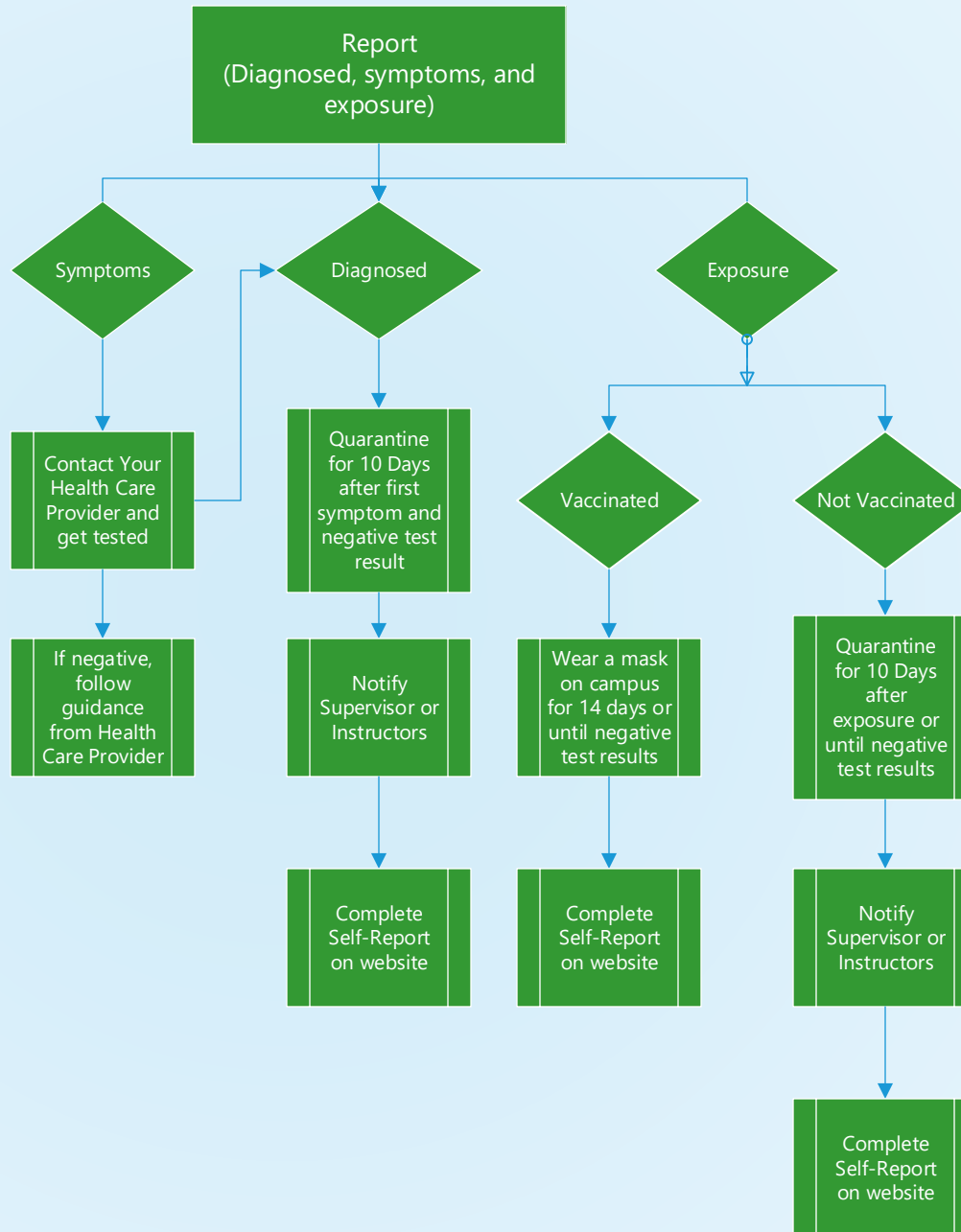
CDC defines close contact as being within 6ft of an infected person for at least 15 minutes total during a 24-hour period. The 15 minutes may be consecutive or non-consecutive.

When to Test?

When you are experiencing any symptoms and after 5 days of being exposed to someone with COVID.

Testing on Campus

Testing on campus is **NOT** for individuals experiencing symptoms. Testing on campus is used when there has been an exposure on campus and as a preventive measure.



**Agreement for Bookstore Services
between
BridgeValley Community and Technical College
and
Barnes & Noble College Booksellers, LLC**

1. Engagement of Barnes & Noble College:

BridgeValley Community and Technical College hereby engages Barnes & Noble College Booksellers, LLC ("Barnes & Noble College") to operate and provide services for the bookstore of BridgeValley Community and Technical College (the "Bookstore") on the terms and subject to the conditions set forth herein, and Barnes & Noble College hereby accepts such engagement.

2. Term and Termination:

This Agreement shall govern the relationship between BridgeValley Community and Technical College and Barnes & Noble College with regard to the Bookstore for the period December 1, 2019 through November 30, 2024 and from year to year thereafter.

BridgeValley Community and Technical College and Barnes & Noble College shall have the right to terminate this Agreement at any time by giving one hundred and twenty (120) days written notice to the other party.

3. BridgeValley Community and Technical College Shall Provide to Barnes & Noble College at BridgeValley Community and Technical College 's Expense:

- a) Heat, light, utilities, and air conditioning as is reasonably required for operation of the Bookstore.
- b) Office equipment, safe, furniture, fixtures, file cabinets, telephone equipment and service (including campus telephones and wiring), and campus WI-Fi available within the Bookstore.
- c) All repairs and maintenance for the building and the physical structure in which the Bookstore is located.
- d) Trash and recycling (cardboard) removal, snow removal, and extermination services for the Bookstore.
- e) All financial services made available by BridgeValley Community and Technical College to its students for the purchase of educational materials and other products within the Bookstore.
- f) The placement of an electronic link on the BridgeValley Community and Technical College 's home page, registration system, and within the BridgeValley Community and Technical College 's learning management system ("LMS") to the Bookstore's web site.

4. Barnes & Noble College Shall Provide to BridgeValley Community and Technical College at Barnes & Noble College's Expense:

All operating expenses of the Bookstore including those related to:

- a) Employees, including payroll and payroll system costs, and employee benefits.

-
- b) Bill paying and accounting, including sales tax collection, reporting and payment for merchandise sold, except any property, excise, or municipal taxes on the Bookstore.
 - c) Maintenance, upgrades and repair of technology systems within the Bookstore.
 - d) General custodial services.
 - e) Loss prevention services.
 - f) Long distance telephone services through a vendor selected by Barnes & Noble College.

5. Management and Staff:

Barnes & Noble College shall staff the Bookstore with experienced and qualified managerial and customer service personnel. During peak "rush" periods, Barnes & Noble College shall utilize sufficient additional employees at the Bookstore to avoid unnecessary lines and to expedite making educational materials available to students.

- a) BridgeValley Community and Technical College Bookstore personnel shall continue service only so long as their work and personal behavior are acceptable to Barnes & Noble College and BridgeValley Community and Technical College. Barnes & Noble College will comply with written requests by BridgeValley Community and Technical College to remove or reassign store personnel for good cause.

6. Staff Relations, Wages, and Benefits:

Barnes & Noble College has the right to set its own wages and benefits for Bookstore employees. Barnes & Noble College will employ students of BridgeValley Community and Technical College at the Bookstore whenever reasonably possible.

7. Services Expected:

Barnes & Noble College shall operate the Bookstore as an independent contractor and with its own credit and preferred vendors. Services of the Bookstore shall include the following:

- a) The Bookstore shall be BridgeValley Community and Technical College 's exclusive retail buyer and seller of all required, recommended or suggested course materials and supplies, including books delivered in all formats (digital, rental, new, or used), course packs, interactive or other courseware, computer software containing learning content, textbook rentals, open educational resources ("OER") available for purchase, and materials published or distributed electronically, through the LMS, sold over the Internet, or through hosted e-commerce links. Barnes & Noble College will provide exclusive on-line services through the Bookstore website including fulfillment of any distance learning material needs during the term of this Agreement.
- b) In order to expand affordability to students, Barnes & Noble College will work with BridgeValley Community and Technical College if it opts to provide a "First Day™" (inclusive access) program to its students. In such event, BridgeValley Community and Technical College and Barnes & Noble College shall work together to negotiate publishers' pricing of textbooks and course materials. Barnes & Noble College will be responsible for the procurement of desired textbooks and course materials and will manage the First Day™ program on behalf of BridgeValley Community and Technical College. Additionally, the parties acknowledge and agree (i) Barnes & Noble College shall be the exclusive retail (e-commerce) entity permitted to either place a link on the LMS or accept sales directly from BridgeValley Community and

Technical College students and/or as part of a course fee through the LMS and (ii) BridgeValley Community and Technical College shall prohibit all third parties, including but not limited to publishers and sellers of textbooks and course materials, from placing direct links within the LMS or soliciting sales directly from BridgeValley Community and Technical College students and faculty through the LMS. Finally, in the event any such third parties place a link on the LMS permitting direct sales of textbooks or course materials to BridgeValley Community and Technical College students, BridgeValley Community and Technical College shall remove and disable such links and retail functionality.

- c) The Bookstore shall be designated the exclusive agent to accept all campus debit card and financial aid transactions for Bookstore merchandise typically sold in college bookstores. Payments for charge sales will be guaranteed by BridgeValley Community and Technical College and are payable within 30 days of invoice date. Any unpaid balances days will be subject to 1% interest per month.
- d) The Bookstore shall also be BridgeValley Community and Technical College's exclusive retail "on-campus" and Internet seller of other items typically sold in college bookstores, such as books in addition to those described in (a) above, educational supplies, notebooks, stationery, desk and room accessories, gift items, class and alumni rings and jewelry, and clothing, including any and all such items bearing a BridgeValley Community and Technical College emblem, logo, insignia or other identifying mark. The Bookstore shall be the exclusive seller of all course required supplies, tools, and other materials necessary for instruction at BridgeValley Community and Technical College.
- e) BridgeValley Community and Technical College shall not contract with any third party to provide any services of the type outlined in this Agreement whether on or off campus, through e-commerce sites, hyperlinks to alternate sources, or otherwise endorsed or supported by BridgeValley Community and Technical College. BridgeValley Community and Technical College acknowledges and agrees any attempt to circumvent Barnes & Noble College by entering into any oral or written agreement or arrangement with a third party for such services and sources, or any materially reduced enrollment or elimination or modification by BridgeValley Community and Technical College of significant programs or departments, could materially and detrimentally impact the revenue stream of this Agreement. In such event, the parties agree to discuss the renegotiation of the financial terms of the Agreement.
- f) The Bookstore shall be the exclusive agent for the rental and/or sale of graduation caps and gowns and commencement invitations.
- g) The Bookstore shall also have a non-exclusive right to sell convenience store items such as food, health and beauty items, and other sundries.
- h) Barnes & Noble College will provide exclusive custom publishing services for BridgeValley Community and Technical College. Such services will include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs and distribution and sale of the course packs in the Bookstore. Complimentary desk copies of course packs will be provided to faculty members.
- i) Barnes & Noble College shall provide special book order services for students, faculty, and staff and make every effort to obtain the earliest possible delivery of such books.
- j) Barnes & Noble College will allow full-time faculty and staff of BridgeValley Community and Technical College a 10% discount on all merchandise available at the Bookstore except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.
- k) Barnes & Noble College will offer a 20% discount on all authorized departmental purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks, and beverages.

- l) BridgeValley Community and Technical College shall not accept advertising, permit tabling or other promotional activities by any seller of college course materials and/or course supplies other than the Bookstore at any event sponsored by BridgeValley Community and Technical College or located on the BridgeValley Community and Technical College campus(es).
- m) Barnes & Noble College will work with BridgeValley Community and Technical College in new student orientation, alumni and faculty outreach through the Igniting the New Student Connection, Igniting the Alumni Connection and Igniting the Faculty Connection programs. To facilitate these programs, BridgeValley Community and Technical College will provide Barnes & Noble College with all enrolled student, parent, alumni and faculty email lists on an annual basis.
- n) Barnes & Noble College, in conjunction with BridgeValley Community and Technical College, will implement Barnes & Noble College's Campus Connect Technologies, including but not limited to registration, student financial aid, LMS and FacultyEnlight integrations, and enrollment feeds.
- o) Notwithstanding any other provisions in this Agreement, the parties agree BridgeValley Community and Technical College may enter into an arrangement with a third party for the sole and exclusive purpose of the third party providing an on-campus location where individual faculty, staff, and students may pick up mail and packages containing goods ordered online. For the avoidance of doubt, and regardless of any other provision in this Agreement to the contrary, this arrangement shall not include, and the parties hereby explicitly do not permit, (1) bulk purchases or pickups by groups or university departments at such on-campus location, (2) such third party to provide any of the services exclusively provided by Barnes & Noble College under this Agreement, including but not limited to those enumerated in this Section 7, (3) BridgeValley Community and Technical College providing such third party any faculty, staff, or student email addresses or other contact information allowing for the third party to directly market course materials to faculty, staff, or students, or (4) BridgeValley Community and Technical College to provide the Booklist (as defined below) or a list of adoptions to such third party at any time. Finally, BridgeValley Community and Technical College shall include in its contract with the third party a provision that the third party shall not request from BridgeValley Community and Technical College, and BridgeValley Community and Technical College shall not provide the third party, the Booklist or list of adoptions even if such information is publicly available pursuant to an applicable records request law.

8. Calculated Commission:

On an annualized basis, Barnes & Noble College will pay BridgeValley Community and Technical College the following Calculated Commission:

Year 1 (2019-2020)

No calculated commission payments will be paid in the first year.

Years 2-5 (2020-2024)

- 3.0% of all Gross Sales up to \$500,000**
- 4.0% of all Gross Sales from \$500,001 to \$750,000**
- 5.0% of all Gross Sales over \$750,001**

AND

2.0% of all Gross Sales of First Day™ and Digital Products

"Gross Sales" is defined as all collected in-store and online/website sales and textbook rentals at the Bookstore, including the amounts earned from (i) processing transactions for publishers related to the consignment of their rental property and (ii) Barnes & Noble College's marketing programs and relationships with its brand partners, less voids, refunds, sales tax, handling fees associated with non-return of rental textbooks, campus debit card fees, computer hardware sales, contractually discounted sales (such as discounted department and faculty/staff sales), pass-through income, merchandise sales at less than a 20% initial gross margin, Gross Sales of First Day™ and Digital Products, and other merchandise mutually designated as non-commissionable.

"Gross Sales of First Day™ and Digital Products" is defined as all collected in-store, online/website sales, and sales of (i) eTextbooks (ii) pure digital products, and (iii) course materials within the LMS through the First Day™ model less voids, refunds, sales tax, and handling fees associated with non-return of rental textbooks.

If annual Gross Sales shall materially decrease as a result of legislation, conflicting or other campus agreements, material changes in BridgeValley Community and Technical College policy or the business model of the industry (such as digital books or direct publisher sales), removal by BridgeValley Community and Technical College of significant programs or departments, declining enrollment at BridgeValley Community and Technical College (defined as decreased full- and part-time student enrollment of five percent (5%) or more over the prior year), or other reasons outside the reasonable control of Barnes & Noble College, BridgeValley Community and Technical College agrees to negotiate in good faith with Barnes & Noble College on an appropriate reduction or other change to the Calculated Commission.

9. Payment Schedule:

The applicable Calculated Commission as set forth above hereof shall be made quarterly by Barnes & Noble College to BridgeValley Community and Technical College and shall be paid within thirty (30) days after the close of the quarter in which they were earned. The final payment for any year shall be made within thirty (30) days after the end of the applicable contract year and will include any adjustments required by the calculation set forth above.

Each payment shall be accompanied by a detailed statement of its computation and Barnes & Noble College shall furnish supporting documentation to BridgeValley Community and Technical College upon request.

10. Renovations:

Barnes & Noble College will spend up to \$20,000 to design, construct, equip, and install fixtures in the Bookstore and up to \$38,000 for the installation of state-of-the-art operating systems. Barnes & Noble College will depreciate this investment on a straight-line basis over the five (5) year period of this Agreement. Should BridgeValley Community and Technical College cancel or fail to renew this Agreement before the end of that period, then BridgeValley Community and Technical College shall reimburse Barnes & Noble College for any amount of the investment not yet depreciated.

The Barnes & Noble College "Vanilla Box" definition included with the Bookstore proposal is incorporated as part of this Agreement.

11. Final Approval of Renovations:

In order to provide the best possible service for BridgeValley Community and Technical College's students, faculty and other customers, final approval and necessary alterations of any Bookstore plans will be granted to Barnes & Noble College to ensure they meet with Barnes & Noble College's minimum operational and retailing standards.

12. Sales Markup Basis:

Barnes & Noble College represents that the sale markup basis at the Bookstore will be as follows:

- a) New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25% gross margin on net priced books, inclusive of restocking fees. Net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the Bookstore is less than 20%.
- b) Used textbooks will be sold at or less than 25% of the new selling price.
- c) Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies or are single use products will be priced at up to a 30% gross margin.
- d) Barnes & Noble College will set rental fees for each textbook title, and any given title's fee may vary as a percentage of the retail selling price.
- e) School supplies will be priced at or below manufacturers' suggested retail prices. All course required supplies will be priced at a minimum 25% margin.

Barnes & Noble College shall, upon request, provide proof of conformity to pricing policies as specified herein.

13. Calendar of Operating Hours:

Barnes & Noble College shall maintain a schedule of operating hours and weeks of business for the Bookstore in accordance with the official BridgeValley Community and Technical College calendar and in mutual agreement with BridgeValley Community and Technical College in meeting the needs of the students, faculty and staff.

14. Book Orders and Deadlines:

Barnes & Noble College shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions by the faculty. The Bookstore shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:

- a) On or before October 1 for the spring term.
- b) On or before March 1 for the summer sessions.
- c) On or before April 1 for the fall term.

Barnes & Noble College shall be responsible, at its cost and expense, for contacting in a timely manner all faculty members for their textbook and supply adoptions. BridgeValley Community and Technical College shall not be responsible for compiling, nor shall it maintain, a list of such adoptions.

15. Booklist:

In the course of providing the services contracted for in this Agreement, Barnes & Noble College collects certain information from the faculty through its online research and adoption tool and/or on its Course Book Information forms. Barnes & Noble College also creates a computer database containing, among other things,

course book information (all such information, the "Booklist"). These forms and the database are Barnes & Noble College's proprietary information, created at substantial cost and expense to Barnes & Noble College and used in connection with its business, the retail sale of textbooks.

Should BridgeValley Community and Technical College require any information that may be contained within the forms or the database either for its educational purposes, or in order to comply with any public records request where no exemption is available (such as an exemption for commercial information), BridgeValley Community and Technical College understands that it will be responsible for collecting that information from the faculty.

Subject to the "exclusive campus bookseller provision" set forth above, nothing set forth in this paragraph shall be construed to limit in any manner the right of any other off-campus vendor to use its own course book information form to obtain this information from the faculty.

16. Used Book Purchase and Resale:

Barnes & Noble College shall buy books from BridgeValley Community and Technical College faculty, staff and students at the following prices:

- a) When the Bookstore has been notified that the book will be used at BridgeValley Community and Technical College the following term: 50% of the customer's purchase price (provided the book is a good used copy) until the Bookstore has filled its quota.
- b) In the absence of such notification, or if the book will not be used for the following term, or is to be replaced shortly by a revised edition according to an announcement of the publisher, the book will be purchased at the wholesale price.
- c) Used books in good condition will be sold by Barnes & Noble College at 25% less than the new selling price.

17. Refunds and Exchanges:

Barnes & Noble College shall offer refunds and exchanges as follows:

a) Textbooks and Required Course Materials

The Bookstore will issue refunds in the original form of payment for textbooks and required course materials purchased at the Bookstore if returned in the original condition, with an original receipt and within the first week of classes. Within 30 days of the first day of classes, textbooks and required course materials will be refunded with an original receipt and with a valid proof of add/drop.

b) General Reading Books, Medical and Specialty Reference Books, Software, Audio, Video, & Small Electronics

The Bookstore will issue refunds in the original form of payment if returned in the original condition, with an original receipt and within fourteen (14) days of purchase. Opened software, audio books, DVDs, CDs, music and small electronics may not be returned for a refund but can be exchanged for the same item if defective.

c) All Other Merchandise

The Bookstore will issue refunds in the original form of payment any time during the semester for other merchandise purchased at the Bookstore if returned in the original condition and with the original receipt. If without a receipt, a store credit will be issued at the current selling price.

Refunds or exchanges will not be issued for the following items: food and beverages, unwrapped loose leaf books or shrink wrapped titles that do not have the wrapping intact, digital content once accessed or activated, custom course materials, outlines, study guides, school guides, magazines, gift cards, phone cards, newspapers, magazines, and prepaid cards.

18. Policy Posting:

Barnes & Noble College shall post conspicuously Bookstore policies concerning refunds, buybacks, and exchanges.

19. Repurchase of Inventory

BridgeValley Community and Technical College shall repurchase, or require a successor contractor to purchase, Barnes & Noble College's inventory at cost in the event of cancellation of this Agreement, in the same manner as purchased by Barnes & Noble College.

In the event of cancellation of this Agreement, BridgeValley Community and Technical College shall purchase, or require a successor contractor to purchase, Barnes & Noble College's rental inventory outstanding at the time of the transition, at the buyback value (50% of the retail price).

In the event of termination of this Agreement for any reason, BridgeValley Community and Technical College shall provide (1) a secure space in or near the Bookstore during the last two weeks of the then-current term or semester to allow Barnes & Noble College to collect from students outstanding textbooks on consignment owned by the publishers and (2) reasonable support related to such returns, including but not limited to communications to students. Alternatively, if BridgeValley Community and Technical College chooses not to provide such space and support, BridgeValley Community and Technical College shall assume and be wholly responsible for all of Barnes & Noble College's liability to the publishers related to the textbooks on consignment during the applicable term or semester, including but not limited to financial obligations with regard to the returns or non-returns of textbooks.

Should BridgeValley Community and Technical College change logo or contracted athletic apparel provider/licenses, BridgeValley Community and Technical College will either give Barnes & Noble College six months written notice or will allow Barnes & Noble College to automatically deduct from commissions due the cost of unsold emblematic merchandise.

20. Access to Point of Sale (POS) Financial and Accounting Information:

BridgeValley Community and Technical College shall be provided access, with sufficient notice, to the Bookstore accounting records. This may include sales information captured by Barnes & Noble College's POS system. This will be done in compliance with PCI guidelines that protect card holder information. Store POS reports are available by register. All POS activity is verified daily by the Home Office Sales Audit system. In addition, all registers have:

- a) Transaction number controls with further security level restrictions by cashier type.
- b) Electronic Journal, receipt and detail tape provisions, with required PCI protection.

-
- c) Display window for customer viewing.

21. Insurance:

Barnes & Noble College shall procure at its own expense, and maintain during the existence of this Agreement, the following policies of insurance in connection with the operation of the Bookstore:

- a) Worker's Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- b) Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- c) Property Damage Liability Insurance in the amount of \$1,000,000.
- d) Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence, and \$50,000 property damage.

At the request of BridgeValley Community and Technical College, Barnes & Noble College shall obtain and deliver certificates evidencing such insurance from its insurers. Barnes & Noble College shall indemnify, defend, and save BridgeValley Community and Technical College harmless from claims that may arise in connection with the operation of the Bookstore facilities specified herein and sales of products or performance of any service under this Agreement or injuries or death caused by Barnes & Noble College vehicles on the Bookstore premises, except for claims caused by BridgeValley Community and Technical College or any of its employees, agents or representatives, for which BridgeValley Community and Technical College shall indemnify, defend, and save Barnes & Noble College harmless.

Barnes & Noble College's insurance policies for the Bookstore shall name BridgeValley Community and Technical College as an additional insured, but only with respect to liability arising out of operations performed for such insured by or on behalf of the name insured.

22. General Terms and Conditions:

- a) **Confidentiality.** During the term of this Agreement, each party may be provided information that relates to the other party's financial, marketing, or customer information, research, development, business activities, products, services, technical knowledge, and personally identifiable student and employee information. To the extent permitted by law, including any public record disclosure law that may be applicable, all such information (including the Agreement itself) shall be deemed "Confidential Information". Each party may use the Confidential Information of the other party only in connection with the specific duties authorized by this Agreement and shall not, directly or indirectly, use, copy, disclose, or disseminate to any other person or entity any Confidential Information. Each party agrees to protect the confidentiality of the Confidential Information in the same manner that it protects its own confidential information but with no less than a reasonable standard of care. The obligations set forth herein shall not apply to any Confidential Information that becomes known to the public through lawful means and without violation of any law or agreement not to disclose such Confidential Information. For the avoidance of doubt, (i) nothing in this Section shall be read as limiting or circumventing any public record disclosure law that may be applicable to the parties or this Agreement and (ii) BridgeValley Community and Technical College shall use best efforts to provide Barnes & Noble College advance notice of any public record request it receives related to information under this Agreement, but BridgeValley Community and Technical College shall not be liable for breach of contract for not providing such notice.

Each party further agrees it shall cause its personnel and representatives to agree to be bound by the terms of this Agreement and be responsible for any of their breach thereof. To the extent legally permissible, each

party agrees to notify the other party of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure. If a party is required by an interrogatory, subpoena, civil investigative demand, or similar process to disclose any Confidential Information, to the extent legally permissible, such party shall promptly provide written notice to the other party so the other party may seek to avoid or minimize the required disclosure or, in the discretion of the disclosing party, waive compliance with the provisions of this Agreement. The terms of this section shall survive the expiration or termination of this Agreement.

- b) **Notices.** All notifications pursuant to this Agreement shall be sent to the following individuals by certified mail or overnight delivery service:

BridgeValley Community and Technical College
 John Powell, Chief Procurement Officer
 2001 Union Carbide Drive
 South Charleston, WV 25303

With a courtesy copy to:
 Eunice Bellinger, President
 2001 Union Carbide Drive
 South Charleston, WV 25303

Barnes & Noble College Booksellers, LLC
 Chris Peterson, Vice President of Stores
 Duquesne University Power Center
 1015 Forbes Ave
 Pittsburgh, PA 15219

with a courtesy copy to:
 Barnes & Noble College Booksellers, LLC
 120 Mountain View Boulevard
 Basking Ridge, NJ 07920
 Attn: Legal Department

- c) **Environmental Matters.** To the best of its knowledge, BridgeValley Community and Technical College is not aware of any health or environmental problems that currently exist or are likely to develop in the building or physical facility that houses the Bookstore. BridgeValley Community and Technical College shall be responsible for remedying promptly any health or environmental problem at the Bookstore, other than those caused by Barnes & Noble College, and notifying Barnes & Noble College accordingly.
- d) **Compliance with Laws.** Barnes & Noble College and BridgeValley Community and Technical College shall comply with all laws, ordinances, rules, orders, and regulations of federal, state and municipal governments, and of any and all of their departments, divisions, bureaus, and subdivisions, applicable to their performance under this Agreement.
- e) **Independent Parties.** The relationship established under this Agreement between BridgeValley Community and Technical College and Barnes & Noble College is that of independent third parties. This Agreement shall not be construed to create a partnership, joint venture, agency, or other association between the parties or their respective employees. Unless otherwise provided in this Agreement, neither party nor its employees, agents, or subcontractors has any authority to bind or act on behalf of the other party.
- f) **Marks.** The names, trademarks, and logos of each party are the exclusive property of such party, and each party reserves all rights in and to its own marks. Each party shall use the marks of the other party only in connection with its performance under this Agreement, provided, however, Barnes & Noble College may use BridgeValley Community and Technical College's name in any of its required public filings.

- g) **Force Majeure.** Barnes & Noble College and BridgeValley Community and Technical College shall be excused for the period of any delay in performance of any obligations hereunder when prevented from doing so by the wrongful or negligent acts or omissions of the other party or by causes beyond either party's control, which shall include civil disturbances, extreme weather conditions, war, invasions, military or usurped power, sabotage, governmental regulations or controls (including bona fide delays in obtaining building and similar permits and approvals), fires or other casualty, or acts of God.
- h) **Limitation of Liability.** EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY BARNES & NOBLE COLLEGE TO BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE IN THE PREVIOUS SIX MONTHS (OR PORTION THEREOF IF THIS AGREEMENT HAS BEEN IN EFFECT LESS THAN SIX MONTHS) UNDER SECTION 8 OF THE AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, LOST USE, REVENUE, OR PROFIT, OR OTHER ECONOMIC LOSSES) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- i) **Waiver Amendment.** No change, modification or amendment of this Agreement shall be valid unless the same shall be in writing and signed by both parties hereto. No express waiver will affect any provision other than that to which the waiver is applicable and only for that occurrence. Failure or delay of a party to enforce any of its rights under this Agreement is not deemed a modification or a continuing waiver by such party of any of its rights hereunder.
- j) **Headings and Interpretation.** The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms (a) "include", "includes", "including", and "such as" shall be deemed in all cases to be followed by the words "without limitation" and (b) "shall", "must", and "will" are equivalent and indicate mandatory and definitive requirements in all cases.
- When used in this Agreement BridgeValley Community and Technical College includes all segments of the institution including all alumni, athletic and academic departments.
- This Agreement will be fairly interpreted and construed in accordance with its terms and without strict interpretation or construction in favor of or against either party.
- k) **Severability.** The presence in the text of this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this Agreement. The effect of any such holding shall be confined to the portion so held invalid.
- l) **Authority.** Each party represents and warrants (a) it has all right, power, and authority to enter into this Agreement and to fully perform its obligations hereunder and (b) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary action.
- m) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any and all agreements, either oral or written, between BridgeValley Community and Technical College and Barnes & Noble College with respect to the subject matter hereof. This Agreement shall be binding upon and shall inure to the benefit of BridgeValley Community and Technical College and Barnes & Noble College and their successors and permitted assigns.

n) Signatures and Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but which together will constitute one and the same agreement. Counterparts and signed copies may be transmitted via electronic means and shall constitute originals for all purposes.

IN WITNESS WHEREOF, the parties, by signature below of their duly authorized agents, have executed this Agreement as of the last date written below.

BridgeValley Community and Technical College

Barnes & Noble College Bookellers, LLC

By:  John Powell

By: 

Name: _____

Name: Marc Eckhart

Title: CFO

Title: Vice President, Strategic Partnerships

Date: 11-15-19

Date: 11-14-19

Approved as to form prior to acknowledgment thereof

this 21st day of Nov, 2019

Patrick Morrissey, Attorney General
By: 



Barnes & Noble College
120 Mountain View Blvd.
Basking Ridge, NJ 07920

Len Scoggins
Senior Director, Strategic Partnerships

917-715-9233
lscoggins@bncollege.com

October 31, 2019

Mr. Roy Simmons
Vice President for Student Affairs
BridgeValley Community and Technical College
2001 Union Carbide Drive
South Charleston, WV 25303

Dear Roy:

We are pleased to partner with BridgeValley Community and Technical College to bring a full-service bookstore to life in Pathfinder Hall on the Montgomery campus. Our financial commitment and agreement call for BNC to commit \$58,000 towards the project, inclusive of our internal operating systems, security for the dedicated Bookstore space and a contribution towards the FF+E build out.

The full scope of the project is currently projected at \$68,000, including a 10% contingency reserve on the FF+E portion. The current capital spending budget is included.

Please acknowledge by signing below that BridgeValley Community and Technical College agrees to reimburse BNC the cost of the project over our commitment of \$58,000. If the project scope and/or costs change (to exceed the estimated \$10,000), your authorization will be requested prior to expending any additional funds.

Upon completion of the project, BNC will provide BridgeValley Community and Technical College with a detailed summary of our expenditures along with an invoice for the project costs over \$58,000 payable 30 days from receipt.

Thank you,

Len Scoggins

enc: Capital Spending Budget
xc: Robert Lucero, Senior Architect, Special Projects
Chris Peterson, Vice President, Stores
John Chaum, Regional Manager

Acknowledged

A handwritten signature in black ink, appearing to be "R. Lucero", is written over a horizontal line.

Date 11/19/2019

Bookstore Issues- Fall 2021

Complaint #1 (9-14-21)

Complaint from [REDACTED]

[REDACTED] stated that Jennifer was incredibly rude and disrespectful to her in the bookstore today. While in the bookstore she also overheard Jennifer being rude to someone on the phone. When [REDACTED] confronted Jennifer about her rudeness, Jennifer told her that she doesn't know what she goes through every day.

[REDACTED] also stated that the person who checked her out was very nice.

Complaint #2 (9-15-21)

Hi [REDACTED],

[REDACTED] and I have recently found out some issues going on with the bookstore and DRS. We know of at least 5 students who have not received their voucher to be able to purchase their books. We reached out to [REDACTED] and she let us know that the new bookstore clerk was unaware how vouchers worked and sent all the info to corporate for them to handle it and issue vouchers (our understanding). She was hopeful students would have their vouchers this week. Many students have gone ahead and paid out of pocket for the books (many do not have that option or are in debt because they chose that option).

[REDACTED] and [REDACTED] called the bookstore yesterday to try to figure out what was going on, and from what they have told us things got heated and the bookstore clerk hung up on them. The mother of a DRS student, [REDACTED], said they were treated terribly by her, and would probably not be returning to BridgeValley. She told them not to touch items they did not need, and questioned [REDACTED] disability stating she did not look disabled.

When talking to [REDACTED] we asked if we could purchase the needed textbooks with our P-card and he said as long as it was an itemized list they could reimburse us. I haven't talked to [REDACTED] about this option yet.

I know this was a lot of information all at once, but this was just brought to [REDACTED] and I's attention yesterday, and we received full details this morning. I am happy to catch you up or discuss this if you get a free minute today.

Thanks!

[REDACTED]

Complaint #3 (9-15-21)

Hi [REDACTED],

[REDACTED] and I have recently found out some issues going on with the bookstore and DRS. We know of at least 5 students who have not received their voucher to be able to purchase their books. We reached out to [REDACTED] and she let us know that the new bookstore clerk was unaware how vouchers worked and sent all the info to corporate for them to handle it and issue vouchers (our understanding). She was hopeful students would have their vouchers this week. Many students have gone ahead and paid out of pocket for the books (many do not have that option or are in debt because they chose that option).

[REDACTED] and [REDACTED] called the bookstore yesterday to try to figure out what was going on, and from what they have told us things got heated and the bookstore clerk hung up on them. The mother of a DRS student, [REDACTED], said they were treated terribly by her, and would probably not be returning to BridgeValley. She told them not to touch items they did not need, and questioned [REDACTED] disability stating she did not look disabled.

When talking to [REDACTED] we asked if we could purchase the needed textbooks with our P-card and he said as long as it was an itemized list they could reimburse us. I haven't talked to [REDACTED] about this option yet.

I know this was a lot of information all at once, but this was just brought to [REDACTED] and I's attention yesterday, and we received full details this morning. I am happy to catch you up or discuss this if you get a free minute today.

Thanks!
[REDACTED]

Complaint #4

Professional Selling	Wrong Connect code sold to the same student twice
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Complaint #5

PCCE Review Course	Book is still on backorder
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Complaint #6

ACCT 185	<ul style="list-style-type: none">wrong book ordered/sold to the studentswrong ISBN on book order page- unsearchable. Although the correct ISBN was entered from BV
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Complaint #7

██████████ requested NEW only textbooks in MEDC courses and students received used ones

Complaint #8

ACCT 215	Boo on “back order” answered on approximately 9/3/21. The McGraw-Hill representative checked on the books because they have “thousands in stock”- they were ordered on 8/27/2020.
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Complaint #9

PRLS 100	students are told that books are on backorder.
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Complaint #10

Issues since August 2021 GELAS Division	Course	Approx. # of Students Enrolled	Approx. # of Faculty
HSRS- Perpetual issue getting the correct materials: no materials available as of Sept 2 no word since	HSRS 221	14	1
HSRS- Perpetual issue getting the correct materials: no materials available as of Sept 2 no word since	HSRS 296	10	1

Complaint # 11

CHEM kits: Found out from students that CHEM 111 kits were on backorder and unavailable to students	CHEM 111	14	1
After the start of class, found out from students that CHEM 111 labster component was not available in the bookstore.	CHEM 111	14	1

Complaint #12

BIOL 102 lab kit back order as of last Wednesday	BIOL 102	24	1
BIOL 201 lab kit back order as of last Wednesday	BIOL 201	210	6
BIOL 202 lab kit back order as of last Wednesday	BIOL 202	120	3
BIOL 210 lab kit back order as of last Wednesday	BIOL 210	60	3
Found out on Friday, 9-10, from the BIOL 231 instructor that their kits are also on backorder	BIOL 231	20	1

Complaint #13

Edition issues are not discussed; rather newer editions are simply adopted without discussion with dean or department chair. Eg. ENGL 101	ENGL 101 for example	*	11
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*Students not impacted in this case

Complaint #14

Math textbooks entered incorrectly took numerous attempts by the department chair, and a meeting with dean and a bookstore supervisor to fix.	MATH 109E	180	5
Math textbooks entered incorrectly took numerous attempts by the department chair, and a meeting with dean and a bookstore supervisor to fix.	MATH 125	45	2
Math textbooks entered incorrectly took numerous attempts by the department chair, and a meeting with dean and a bookstore supervisor to fix.	MATH 130	23	1