



### **AGENDA**

Glenville State College Board of Governors

Special Meeting
October 29, 2021
2:00 p.m.

Via ZOOM

# Glenville State College Board of Governors Meeting Schedule 2021-22

All Board of Governors meetings will be held in the Mollohan Campus Community Center (MCCC), Ballroom at 1:00 pm in person unless otherwise noted in the schedule. You may access meeting via teleconference at 1.866.453.5550 Enter PIN: 5376505#.

#### **Executive Committee of the Board**

All Executive Committee meetings will be held at 11:00 am via ZOOM at:

Join Zoom Meeting

https://zoom.us/j/91229060765?pwd=anZrV1JQTEVCdGl4ZS9zL1FnUU9Jdz09

Meeting ID: 912 2906 0765

Passcode: GSC

or

Dial by your location:

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 912 2906 0765

Passcode: 896721

#### All Other Committees of the Board

All other committees will meet on the day of the Board meetings in the Mollohan Campus Community Center (MCCC), Ballroom at the following specified times unless otherwise noted in the schedule. You may access meetings via teleconference at 1.866.453.5550 Enter PIN: 5376505# unless otherwise noted.

Board Governance Committee at 8:00 am

Academic Affairs Committee at 10:00 am

Business and Finance Committee at 11:00 am

**Schedule** 

Wednesday, August 4, 2021 Executive Committee

Wednesday, August 18, 2021 Board of Governors & Committees

@ Stonewall Resort, Pecan Room,

940 Resort Drive, Roanoke, WV 26447 or

via Join Zoom Meeting @ <a href="https://zoom.us/j/93504894580">https://zoom.us/j/93504894580</a>

Meeting ID: 935 0489 4580

Thursday, August 19, 2021 Emergency Meeting @ 8:20 am

To add Presidential Compensation @ Stonewall Resort, Pecan Room,
to the Presidential Evaluation Discussion 940 Resort Drive, Roanoke, WV 26447

Monday, August 30, 2021 Special Mtg. of Board of Governors @ 10:00 am

Meeting will be broadcast via Zoom - <a href="https://zoom.us/j/98280299662?pwd=OERjVWIsRktxMmcyZER6V2dSMTI6Zz09">https://zoom.us/j/98280299662?pwd=OERjVWIsRktxMmcyZER6V2dSMTI6Zz09</a>

Meeting ID: 982 8029 9662 Passcode: GSC OR **By Phone** +1 929 205 6099 US (New York)

Meeting ID: 982 8029 9662 Passcode: 644123

Monday, September 20, 2021 Special Mtg. of Board of Governors @ 10:00 am

 $Meeting \ will \ be \ broadcast \ via \ Zoom - \ \underline{https://zoom.us/j/96306911070?pwd=Vk1UWnVQYzhnUHJkamNtbFRXMUdCdz09} -$ 

Meeting ID: 963 0691 1070 Passcode: GSC OR **By Phone:** +1 929 205 6099 US (New York)

Meeting ID: 963 0691 1070 Passcode: 529234

Wednesday, October 6, 2021 Executive Committee

Wednesday, October 20, 2021 Board of Governors Committees will meet as posted above with the exception of the below meetings:

Enrollment & Student Life Committee will meet in the MCCC, Room 319 at 9:00 am (This meeting may also be accessed at

1.866.453.5550 Enter PIN: 275586#)

Student & Academic Affairs Committee will meet in the MCCC, Ballroom at 9:00 am Business & Finance Committee will meet in the MCCC, Ballroom at 10:15 am

Friday, October 29, 2021 Special Mtg. of Board of Governors @ 2:00 pm

Meeting will be broadcast via Zoom - <a href="https://zoom.us/j/94070909763?pwd=K1k4Um5lc3Vha2tWakpxbFI0Mk16UT09">https://zoom.us/j/94070909763?pwd=K1k4Um5lc3Vha2tWakpxbFI0Mk16UT09</a>

Meeting ID: 940 7090 9763 Passcode: GSC OR **By Phone:** +1 929 205 6099 US (New York)

Meeting ID: 940 7090 9763 Passcode: 065513

Wednesday Thursday, November 17 18, 2021 Executive Committee

Wednesday Friday, December 10 8, 2021 Board of Governors

Wednesday, February 2, 2022 Executive Committee

Wednesday, February 16, 2022 Board of Governors

Wednesday, April 20, 2022 Executive Committee

Wednesday, May 4, 2022 Board of Governors

Wednesday, June 1, 2022 Executive Committee

Wednesday, June 15, 2022 Board of Governors

Approved by the GSC Board of Governors June 16, 2021. Updated August 11, 2021; August 19, 2021; August 23, 2021; September 16, 2021; October 12, 2021; October 21, 2021.



#### BOARD OF GOVERNORS SPECIAL MEETING OCTOBER 29, 2021 AT 2:00 PM VIA ZOOM

(Join Meeting information is listed below)

#### **AGENDA**

- 1. Call to Order
- 2. Establishment of a quorum
- 3. Minutes of the October 20, 2021 Meeting (Action Item)
- 4. Discussion/Actionable Items
  - A. GSC/Marshall Nursing Program Consortium Agreement
  - B. GSC's Change from College to University Status
  - **C. Surplus Property Auction**
- 5. Adjournment

Join Zoom Meeting

https://zoom.us/j/94070909763?pwd=K1k4Um5Ic3Vha2tWakpxbFI0Mk16UT09

Meeting ID: 940 7090 9763

Passcode: GSC

One tap mobile

+13017158592,,94070909763#,,,,\*065513# US (Washington DC)

+13126266799,,94070909763#,,,,\*065513# US (Chicago)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 940 7090 9763

Passcode: 065513

#### Glenville State College Board of Governors Meeting October 20, 2021 MCCC, Ballroom Glenville, West Virginia

Members Present: Mr. Mike Rust, Chairperson

Mr. Stephen Gandee, Vice Chair

Dr. Kathy Butler Ms. Ann Green

Mr. Tilden "Skip" Hackworth

Ms. Alexandria Lay Mr. Robert Marshall Mr. Joe Parsons

Dr. Kevin Evans, Faculty Representative Mr. Cody Moore, Staff Representative Mr. Nic McVaney, Student Representative

Members Absent: Mr. Doug Morris

Faculty & Staff Present: Mr. Adam Black, Associate Professor of Landman Technology

Ms. Denise Campbell, Nursing Consultant for MU/GSC Consortium Dr. Rico Gazal, Professor of Forestry & Chair, Dept. of Land Resources Ms. Rita Helmick, Vice President for Administration & General Counsel

Dr. Dwight Heaster, Assoc. Prof. of Business Administration and Chair, Dept. of Business

Mr. Brian Hill, Director of Multicultural Affairs & Asst. Football Coach

Dr. Jeff Hunter, Dean of Education

Mr. Doyle Hupp, Lecturer of Land Surveying

Mr. David Hutchison, Vice President for Advancement

Mr. Bert Jedamski, CFO

Dr. Mark Manchin, President

Mr. Eric Marks, Information Technology Specialist & Staff Council Chair

Dr. Gary Morris, Provost & Vice President for Academic Affairs

Dr. Nabil Nasseri, Asst. Professor of Natural Resource Management

Mr. Jacob Petry, Adjunct Instructor for Land Resources

Mr. Jesse Skiles, Director of Athletics

Mr. Tom Snyder, Academic Lab Instructor Assistant

Mr. Trae Sprague, Director of Residence Life

Dr. Marjorie Stewart, Associate Professor of English & Faculty Senate Vice President

Ms. Teresa Sterns, Executive Assistant to the President

Ms. Chelsea Stickelman, Director of Admissions

Mr. Jason Yeager, Vice President for Enrollment & Student Life

Others Present: Mr. Dennis Fitzpatrick. Mayor of Glenville

Ms. Myra Miller, Glenville Democrat/Pathfinder

Mr. Rick Sypolt, Faculty Emeriti

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#### Call to Order

Chairperson Mike Rust called the meeting to order at 1:00 pm.

A quorum was established

#### **Executive Session**

IT WAS MOVED BY SKIP HACKWORTH THAT THE BOARD OF GOVERNORS GO INTO EXECUTIVE SESSION UNDER THE AUTHORITY OF WV CODE §6-9A-4(b)(6) TO DISCUSS MATERIAL THAT WOULD INVADE AN INDIVIDUAL'S PRIVACY. BOB MARSHALL SECONDED THE MOTION.

MOTION CARRIED UNANIMOUSLY.

#### **Rise from Executive Session**

IT WAS MOVED BY SKIP HACKWORTH THAT THE BOARD RISE FROM EXECUTIVE SESSION AND RECONVENE IN OPEN SESSION. KATHY BUTLER SECONDED THE MOTION.

MOTION CARRIED UNANIMOUSLY.

#### **Public Comment**

Dr. Rico Gazal and Mr. Rick Sypolt presented comments to the Board regarding their concerns of rumors they have heard, particularly, a future plan for the Department of Land Resources to move from its current location so the new Department of Health Sciences may be housed at the Waco Center. Dr. Gazal provided a letter to the Board on behalf of the Department of Land Resources faculty and staff.

Dr. Manchin announced that no decision has been made regarding moving departments; however, he feels strongly that the Department of Health Sciences should be housed close to WVU Medicine at the Waco Center.

#### **Special Presentations**

Dr. Dwight Heaster provided a handout to the Board and discussed Department of Business updates. Updates included:

- ACBSP National Accreditation
- Hosting a Department of Business Hall of Fame Event
- Currently working on a plan to offer an MBA program with a global and technology focus.
- In the future, expanding the Department of Business into the School of Business and Technology with a Dean to oversee the Masters and BSBA programs.
- Explore feasibility of renovating Pickens Hall property to house the school.

Coach Brian Hill reported that his main responsibility is to address diversity on campus and bring everyone together. His current office is housed on the third floor of library. The office is being moved to the Mollohan Campus Community Center across from the dining room where it will be more visible and accessible to students.

Mr. Tom Ratliff referred to the facilities master plan included in the Board book and reminded all that it is in draft form. He briefly discussed pages 61 and 134 and noted a lot of the work has been completed and is ongoing.

#### **Constituent Comments**

**Alumni Council** – Mr. David Hutchison announced that Alumni is in the process of planning a few events and he will share the information with the Board as the events are finalized.

**Faculty Senate** – Dr. Kevin Evans reported the following:

- Senate evaluated and reviewed the faculty handbook and provided recommended changes.
- Discussing Faculty Development.
- Elections are being held for faculty appointments to the following committees: Promotion & Tenure and College Leadership Council.
- Working on new evaluation for annual review and promotion & tenure.
- Working on an evaluation regarding the performance of the Provost.

**Staff Council** – Mr. Eric Marks reported that a couple of staff council representatives recently resigned and staff is currently working on Homecoming.

**Student Government Association (SGA)** – Mr. Nic McVaney reported the following:

- Students are planning the Casino Night.
- Homecoming is this weekend and banners were displayed in front of the library, chili cook-off is Friday and parade is on Saturday.
- Plan to appoint class sponsors.
- 82% of students surveyed regarding returning to in-person or online classes after Thanksgiving break, indicated to return to online classes.
- Appointing a food service committee to obtain students' opinions regarding food service.

#### **Consent Agenda**

Ms. Teresa Sterns announced the below amendments need to be made to the draft minutes presented in the Board packet under the Consent Agenda:

Page 2, Budget Update Section, Change sentences beginning with "Kathy Butler inquired..." and "President Manchin responded..." to read as follows:

"Kathy Butler inquired how much longer the College will be receiving Second Chance Pell grants?" "President Manchin responded that the Second Chance Pell grants are renewed annually."

JOE PARSONS MOVED TO APPROVE THE CONSENT AGENDA WITH MINUTES AMENDED. KEVIN EVANS SECONDED THE MOTION.

MOTION CARRIED UNANIMOUSLY.

#### **Committee Reports**

#### **Executive Committee/Chair Report**

Mike Rust reported the Committee met on October 6<sup>th</sup> via Zoom and discussed the following:

- College's plan to attain University Status
- Finalizing the Nursing Consortium Agreement w/ Marshall
- Mon Health's plan to provide funding and scholarships for the Nursing Program
- Plan to reduce tuition waivers and expand scholarships
- Set October 20<sup>th</sup> Board Agenda

#### Mr. Rust announced the below:

- Homecoming is Saturday
- Hidden Promise Scholars Dinner is December 7, 2021 at 5:30 pm
- Commencement will be held December 11, 2021 at 10:00 am
- Executive Board meeting will be held via ZOOM on November 17, 2021
- Next Board meeting is December 10, 2021

#### **Board Governance and HR Committee** – Ms. Ann Green reported:

- Ms. Tegan McEntire announce a list of new hires.
- Ms. Rita Helmick and Mr. Tom Ratliff provided an update on facilities, legal actions, and Housing Corporation.
- Mr. Dave Hutchison reported on legislative activities, Research Corporation, current grants, and status of fundraising activities. He announced that GSC's Day at the Legislature will be held at the Capitol in Charleston on February 22, 2022 in celebration of GSC's 150th anniversary.

Ms. Green indicated that due to additional input received regarding the Delegation of Powers and Policy 25B, both items will be presented again for approval at the December Board meeting.

<u>Enrollment and Student Life Committee</u> – Mr. Steve Gandee reported that Jason Yeager and Chelsea Stickelman presented an update to include the following information:

- The number of incoming new freshmen is 299 for 2021 compared to 215 in 2020 and 156 in 2019.
- Currently working on an international agent to recruit students from China into GSC's education program.
- High School students are now able to visit campus and Admissions is able to visit schools.
- A College Fair is scheduled for Saturday in conjunction with Homecoming.

<u>Academic Affairs Committee</u> – Mr. Skip Hackworth introduced Mr. Trae Sprague as the new Dean of Student Support and Retention and Denise Campbell as the new nursing program consultant.

Mr. Sprague conveyed that his role as the Dean of Student Support and Retention is to bridge the gap between communication of faculty, staff, and students. He will focus on and target students that are in general education programs with low GPAs and lower ACT scores.

Ms. Campbell provided an overview of the plan for the nursing program.

#### Mr. Hackworth reported the following:

- Gary Morris discussed programmatic reviews.
- Dr. Hunter provided an overview of the renovations plan for Clark Hall.

- The Federal Government is discontinuing the trial program of using Pell funds for dual credit courses at the end of this academic year.
- The College received a good review from HLC after its last visit.
- The Committee desires to hold off actions on the GSC/Marshall Consortium agreement and the College
  moving to University status. Committee requests to schedule a special Board meeting via ZOOM prior to
  WV HEPC's agenda deadline of November 4, 2021 for its next meeting in December. The requested date
  for the special meeting is next Friday, October 29, 2021 to include the two items listed above on the
  agenda.

#### <u>Business and Finance Committee</u> - Mr. Bert Jedamski reported:

- Fiscal year-end 2021 results were \$5,067028 net revenue compared to (\$1,406,755) net loss for 2020.
- Cynthia D. Mayne, CPA, Senior Manager with Hayflich CPAs, reviewed the financial statements for Fiscal Year 2021 with the Committee and conveyed required communications to Management regarding the conduct of the audit and the Audit Opinion. Hayflich CPAs has delivered an Unqualified Opinion, which is a clean audit opinion.
- Discussed challenges and improvements of the Barnes & Noble store on campus.
- Business Office has experienced a 75% attrition rate among its staff.
- Both Mr. Jedamski and Mr. Hutchison presented a PowerPoint to the Committee regarding tuition discounting.
- The Committee recommends approval of the audit.

#### <u>President's Report</u>

Dr. Manchin reported that the GSC/Marshall nursing consortium draft agreement has been finalized for approval by the Board. He requested that all members review the draft agreement and prepare to vote on it next Friday.

Dr. Morris noted that once Marshall receives the signed agreement, it will purchase the equipment for the program.

#### **Discussion/Actionable Items**

#### **Audit Report for FY2021**

MIKE RUST MOVED TO APPROVE THE FY2021 AUDIT. BOB MARSHALL SECONDED THE MOTION.

MOTION CARRIED UNANIMOUSLY.

#### Adjournment

With no further business and hearing no obje-	ction, Chairperson Rust adjourned the meetin
at 4:09 pm.	

Mike Rust	
Chairperson	
Teresa Sterns	
Executive Assistant to the President	

### Glenville State College Board of Governors Meeting of October 29, 2021

**ACTION ITEM:** Draft Memorandum of Understanding

(MOU) to Establish a Nursing Consortium Agreement between Marshall University

and Glenville State College

**COMMITTEE:** Committee of the Whole

**RECOMMENDED RESOLUTION:**Be it RESOLVED that the Board of Governors

approve the draft MOU to establish a Nursing Consortium Agreement between Marshall University and Glenville State

College.

**STAFF MEMBER:** President Mark Manchin

#### BACKGROUND:

Glenville State College signed a Memorandum of Agreement (MOA) with Marshall University on July 27, 2021 to establish a Nursing Consortium Agreement to bring the Marshall University BSN degree to Glenville State College in the Fall 2023 and outlined the terms and conditions for this to occur. Since the signing of the MOA, the two institutions have worked closely together to meet these terms and conditions and have now jointly drafted a memorandum of understanding to establish a nursing consortium agreement to establish Marshall University Nursing program on the Glenville State College campus. While the current draft still needs to be modified, it represents the spirit of what has been verbally agreed upon between the two institutions.

#### **CONSORTIUM AGREEMENT**

This Consorting	um Agreement (Agreement) is made between Glenville State College <b>("Glenville")</b> ,
and Marshall	University ("Marshall") or jointly ("Educational Institutions"), for the period
beginning	, and ending midnight of

Whereas, Marshall University, through its College of Health Professions, School of Nursing, offers the pre-licensure baccalaureate degree in nursing (BSN); and

Whereas, Glenville State College, desires to permit Marshall to offer its pre-licensure BSN nursing degree at Glenville beginning in the fall of 2023 (the "Nursing Program"); and

Whereas, this Agreement will create a pre-licensure BSN degree Nursing Program at Glenville.

Wherefore, the Educational Institutions hereto agree as follows:

#### 1. THE NURSING PROGRAM

- A. The Educational Institutions shall cooperatively plan the respective courses which are to be offered in accordance with academic requirements for the Degree.
- B. Glenville will pay an agreed upon annual amount ("Annual Subsidy") to Marshall to subsidize the offering of the Nursing program on the Glenville campus (see attached Proforma). The Annual Subsidy shall be re-evaluated and agreed upon between the two parties annually.
- C. Glenville will provide 42 credit hours in course work toward the Marshall BSN. Marshall will provide facilities at the Glenville State College Campus, Glenville, West Virginia. See Exhibit A for the list of courses and providers.

#### 2. PROGRAM MANAGER

- A. Marshall will designate a Program Manager to provide day-to-day program oversight.
- B. The Program Manager will be employed by Marshall and may, on an as-needed basis, be appointed to an adjunct faculty position at Glenville.
- C. The Program Manager shall act as a liaison between the Educational Institutions and the Advisory Board (MU: please define).
- D. The Program Manager will be responsible for ensuring that the common schedule for the delivery of courses is maintained, that student performance in courses is routinely assessed, and that the necessary resources are provided.
- E. The Program Manager will maintain all documentation required by nursing accreditation.

#### 3. FACILITIES

A. Glenville will provide adequate space for classroom, laboratory and simulation instruction, as well as administrative and faculty offices for Marshall nursing personnel.

#### 4. FACULTY

- A. Marshall will hire and employ qualified instructors to be utilized as faculty for the Program.
- B. Marshall, in cooperation with Glenville, will select and hire appropriate personnel to teach up to a steady state student body of 30 nursing students (sophomore, junior, and senior students.
- C. Subject to review and approval by the Educational institutions, Marshall will be responsible for preparing faculty contracts for the delivery of all nursing courses.
- D. Instructors and Faculty will meet all reporting and grading deadlines required by the Educational Institution by which they are employed.
- E. Resources for personnel, supplies, and travel will be provided by Marshall, but reside on the Glenville campus.
- F. Promotion and tenure, if applicable, will be awarded by Marshall in accordance with its procedures.

#### 5. RESOURCES

- A. Classrooms will be furnished and maintained by the Educational Institutions.
- B. Glenville will be responsible for providing the materials, supplies, and mode of instruction required for the instruction of the general education courses.
- C. Students will have access to the libraires at both Educational Institutions.
- D. Glenville will work collaboratively with Marshall to identify clinical sites in the region near Glenville, WV for the nursing students served by this consortium agreement.

#### 6. ADMISSIONS

A. Pre-professional nursing students will be admitted as Glenville students and will transfer to Marshall (typically at the sophomore level) when they are admitted as Marshall BSN students.

- B. Pre-nursing students (prior to admission to Marshall) will pay tuition and regular fees to Glenville. A pre-nursing special fee will be shared, at a to-be-negotiated rate and proportion, between Glenville and Marshall.
- C. When students are admitted to the Marshall Nursing program, they will pay Marshall tuition and fees to Marshall. The nursing fee and the College of Health Profession fee (when the student is admitted as a Marshall student) will be paid to Marshall. Marshall will also collect relevant fees on behalf of Glenville for housing, or other relevant services, and remit same to Glenville.

#### D. STUDENTS

- A. Glenville will recruit and advertise the BSN nursing program and recruit freshmen students into a pre-nursing program. Pre-nursing students must meet the standard entrance requirements to the Marshall BSN program.
- B. Upon admission to Glenville as pre-professional students, Glenville will provide the students with services, including but not limited to, financial aid and faculty advisement.
- C. Once accepted by Marshall as sophomores, students will then apply for admission at Marshall as a "Joint Program Transient" student, prior to enrolling in Marshall coursework.
- D. Nursing students will apply for financial aid at Marshall.
- E. Each Student will register for classes at the Educational Institution delivering the required courses. Information about the required courses will be available at each campus to facilitate student registration.
- F. All coursework shall be graded in accordance with the policy and procedure of the College or University based upon the institution providing the course.
- G. Student course evaluations will reside with the Educational Institution that delivers the course.
- H. Individuals who show serious deficiencies in academic courses will be referred to the Program Manager for academic consultation.
- I. Students enrolled in this Program will receive the same level of student support services available to other students at the 'College" and/or the "University" to include: library services, academic advising, and use of on-campus facilities and services.
- J. The Educational Institution providing the course will be responsible for providing any services for students with disabilities during their time in the Program. Students seeking accommodations will be required to follow each of the Educational Institutions policies regarding receipt of these services. Any Student who believes they are not receiving

appropriate accommodations should initially contact the Program Manager. If the Program Manager in conjunction with the applicable Disability Services office cannot resolve the issue, the student will be referred back to the institution for any appeal of its decision, in accordance with its policies.

- K. Advisement of students in the BSN Program will be undertaken by the advisors at Marshall.
- L. Advisement of students in the pre-nursing program will be undertaken by the advisors at Glenville.
- M. Issues of academic dishonesty or student conduct will be addressed in keeping with the policies of the Educational Institution who is delivering the course. To the extent, these issues will impact the Student's ability to be enrolled in the Program or take courses, each Institution will notify the other Institution of any ongoing disciplinary proceedings.
- N. Students will be graduates of Marshall. Each institution will be able to claim 0.5 graduates for each graduate of the Program when reporting to the State of West Virginia. For the Integrated Postsecondary Education Data System ("IPEDS") GLENVILLE will count 100% of all program graduates.
- O. Transcript information will be shared between Educational Institutions each semester.
- P. Students will be permitted to participate in the Marshall College and/or University Commencement.
- Q. Suspension or termination of a student enrolled in the Program shall be in accordance with policies jointly established by the Advisory Board.

#### E. FERPA

In addition the Educational Institutions right to share or disclosed information as outlined in 34 C.F.R.§99.34, to the extent required, The Educational Institutions acknowledge and agrees that the students' education records and any personally identifiable information from such education records (collectively "Student Information") created by either Educational Institution and/or provided by either Educational Institution is subject to the confidentiality provisions of the federal Family Educational Rights and Privacy Act, 20 USC § 1232g, ("FERPA") and its implementing regulations (34 C.F.R. Part 99). Accordingly, each Educational Institution agrees not to disclose or re-disclose any Student Information to any other party without the prior written consent of the respective Educational Institution and the student(s) to whom the Student Information pertains unless the disclosure or re-disclosure falls under a FERPA exception allowing disclosure without the student(s)' consent. Educational Institutions also agree to only use Student Information for the purpose(s) for which the Student Information was disclosed. For the purposes of this Agreement, pursuant to FERPA, Educational Institution hereby designates the other as an Educational Institution official with a legitimate educational interest in the educational records of the Student(s) who participate in the Program to the extent that access to the records is required by the Educational

Institution to carry out the Program.

If either Educational Institution receives a court order, subpoena, or similar request for Student Information, the receiving Educational Institution shall, to the extent permitted by law, notify the other Educational Institution within two (2) business days of its receipt thereof, and each Educational Institution shall reasonably cooperate with the other Educational Institution in meeting the each other's FERPA obligations in complying with or responding to such request, subpoena, and/or court order.

#### F. CURRICULUM

- A Course requirements and credit hours for the nursing program shall be determined in accordance with the appropriate national standards committee. Marshall will provide nursing education courses that meet stated requirements for the BSN degree (see attachment of curriculum).
- B The scheduling, content, and length of the programs are to be mutually agreed to, upon written agreement of the Educational Institutions.
- B. Marshall will be responsible for the following:
  - i. Propose and implement a curriculum that will meet the criteria for accreditation by the Accreditation Commission of Nursing Education (ACEN) as an off campus instructional site.
  - ii. Propose and implement a curriculum that will meet State Nursing Board criteria for certification:
  - iii. Review and approve the credentials of potential faculty teaching in the Program prior to participating in the Program;
  - iv. Review and approve the syllabi for all general education courses delivered in the Program prior to being used in the Program;
  - v. Develop a common schedule for the programming, ensuring the timely progress of students and; Monitor the achievement of learning outcomes, recommending curricular modifications, as necessary.
- B. Plans of study should be reviewed with each student on an individual basis.
- C. All courses taken at Marshall would fall under the Marshall University Undergraduate Catalog, including all nursing courses. All School of Nursing policies would apply to students at Glenville State including those related to admission, selection, promotion, and graduation.
- D. Marshall will submit a substantive change document to the Accreditation Commission of Nursing Education (ACEN) for new off campus instructional site.

#### G. ASSESSMENT

A. The Program shall follow the respective Educational Institution's guidelines to complete

the following.

- i. A Program Assessment Plan which is updated annually;
- ii. An Annual Assessment Report and Improvement and Implementation Plan that includes an analysis of results for the Program and courses assessment details about how the results for the assessment report will be used to improve instruction, courses, and the Program; and
- B. Glenville will follow all existing policies/procedures of the Marshall's School of Nursing as it relates to evaluation of the program, faculty and student progress.
- C. Marshall shall retain all assessment records.
- D. Marshall shall initiate the five (5) year review.
- E. Marshall shall share the assessment information with Glenville.

#### H. TUITION AND FEES

- A. Students enrolled in the Program shall invoiced by, and pay the appropriate tuition and fees to, the institution in which they are enrolled. The amount of any fees charged to the student shall be mutually agreed upon annually between Marshall and Glenville as to the fee amount and the proportionate share to be allocated to each institution. The amount of tuition charged to each student shall be determined by the institution in which the student is enrolled. Tuition and fees shall be assessed over the following terms:
  - i. Fall:
  - ii. Spring; and
  - iii. Summer Term.
- B. Students will be responsible to obtain course materials including textbooks and tooling for general education and support courses that are required for their degree program.
- C. The Educational Institutions shall work together to facilitate the ability of students to receive the maximum amount of student financial aid available to cover the costs of the Program, including, but not limited to, executing any additional consortium financial aid agreements.
- D. For students enrolled in pre-Nursing at Glenville State College, Glenville will be responsible for collecting the tuition and fees and remitting to Marshall its portion of the fees collected.
- E. For students enrolled in the Nursing Program with Marshall University, Marshall will be responsible for collecting the tuition and fees and remitting to Glenville its portion of the fees collected.

F. If an issue or discrepancy should arise regarding the fees to be charged or remitted, both Institutions shall mutually cooperate and support any review that may be necessary of either institution's records in order to negotiate and determine in good faith a resolution that is in the best interest of the continuation of the program.

#### I. RECORDS

- A. Marshall will retain the official record of the students. Glenville will maintain student records for students in the Pre Nursing program and provide official copies of said records to Marshall for any students accepted into the Nursing Program.
- B. All transcripts that are issued for the Program shall clearly state the following: "Issued jointly with Marshall University."

#### J. PROGRAM PROMOTION

- A. All Program promotion activities will be conducted by the Educational Institutions.
- B. All Program promotional items/materials must be reviewed by the College's Marketing and Printing services, and the University's Communications Office to ensure compliance with the Educational Institution's branding standards contained in Advertising, Marketing and Public Relations Administrative Procedure.
- C. Nothing herein shall give a party the right to use another party's name, image or logo without the other's consent.

#### K. AGREEMENT ALTERATIONS OR TERMINATIONS

- A. Either party to this Agreement may request a change or amendment to it by making a written request to the other party. Such changes or amendments shall not affect any class currently in session unless specifically indicated in the request. Changes or amendments to the Agreement must be in writing and signed by the authorized representative of each Education Institution.
- B. Either party to this Agreement may terminate this agreement upon written notification to other party sixty (60) days prior to the end of the fiscal year.
- C. Such termination shall not affect any currently enrolled students. Students currently enrolled shall have two years to complete the program requirements.
- D. In event there is an alteration in program funding, the above language regarding agreement alterations or termination is suspended and immediately void.
- E. Neither party to this Agreement shall be obligated, as a matter of contract between the parties to this Agreement, to defend or indemnify the other party to this Agreement against

any claims of third parties. Provided, however, that nothing in this Agreement shall be construed to constitute a waiver or diminishment of, or substantive or procedural limitation upon, any claims for common law or statutory contribution or indemnity that either party to this Agreement may have against the other party to this agreement under applicable law.

- F. All parties to this Agreement shall maintain liability insurance \$1,000,000 per occurrence for bodily injury, disability and death of workers and other persons and \$1,000,000 per occurrence for property damage caused by operating, handling or transporting the equipment during the term of this Agreement.
- G. It is understood that the technical courses may begin at a time or location where students may be enrolled.
- H. This Agreement shall be governed by the laws of the State of West Virginia.

By Signature:	
Marshall University	Glenville State College
Jerome Gilbert, President	Mark A. Manchin, President
Date	Date

DRAFT Glenville BSN Pro Forma 23-Jul-21

				1		I			I			
Assumptions												
Pre-Nursing (Yr 1 Students)			30	30	30	30	30	30	30	30	30	30
Sophmore Nursing Admits			0	10	10	10	10	10	10	10	10	10
Nursing Total Headcount			0	10	19	27	27	27	27	27	27	27
Total Headcount (MU + GSC)			30	40	49	57	57	57	57	57	57	57
			Exp.			Pre-			_			
Tuition increase	1%	per year	Inflation	3%	per year	Nursing	5%			ee Increase	5%	per year
		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
		FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
Sources												
Operations		I	1				1		1	I	I	
MU E&G Tuition			-	48,769	111,319	168,151	169,833	171,531	173,246	174,979	176,728	178,496
								,	·	,	,	,
Program Fees			-	9,765	19,481	29,068	30,521	32,047	33,650	35,332	37,099	38,954
D N : 5 (MI)			00.005	04.074	00.070	04.000	05.404	00.700	00.040	00.444	00.040	00.400
Pre-Nursing Fee (MU)			20,925	21,971	23,070	24,223	25,434	26,706	28,042	29,444	30,916	32,462
Total Sources			20,925	80,505	153,870	221,442	225,788	230,284	234,937	239,754	244,743	249,911
Uses												
Labor Costs						•			•			
Program Coordinator	9 mo		75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Consultant	O IIIO		10,000	10,000	10,000	70,000	70,000	10,000	70,000	70,000	70,000	70,000
Consultant	Temp	_		-	_	-	-	-	-	-	-	-
FT Faculty - MU			AW.		00.000	00.000	00.000	00.000	00.000	00.000	00.000	00.000
	9 mo	-	-		60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Labor Pool/Contingency	3.0%	<b>1</b>	-	2,250	4,568	8,755	13,068	17,510	22,085	26,798	31,652	36,652
FT CFB	00.000/		04.000	04.000	00.070	40.054	44.450	40.700	40.004	45.000	40.000	40.000
-	28.00%	71-11	21,000	21,630	39,079	40,251	41,459	42,703	43,984	45,303	46,663	48,063
FT Labor			96,000	98,880	178,647	184,006	189,527	195,213	201,069	207,101	213,315	219,715
DT F II /A P // \					40.000	00.000	00.000	00.000	00.000	00.000	00.000	00.000
PT Faculty/Adjunct(s)		-	_	-	10,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000

Student Hourly	XXhrs/wk	_	-	-	-	-	-	-	-	-	-	-
Labor Pool/Contingency	3.0%	-	-	-	-	300	909	1,536	2,182	2,847	3,532	4,238
PT CFB	16.00%	-	-	-	1,600	3,248	3,345	3,446	3,549	3,656	3,765	3,878
PT Labor		-	-	-	11,600	23,548	24,254	24,982	25,731	26,503	27,297	28,116
Total Labor		-	96,000	98,880	190,247	207,554	213,781	220,195	226,800	233,604	240,612	247,831
Operating Expenses												
Office Expense		-	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566
Recruiting/Advertising		-	750	773	796	820	844	869	896	922	950	979
Travel		-	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Supplies		8,000	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Equipment Maint. & Replacement		-	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Contingency		-	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
MU Indirect Cost	15.0%		16,793	17,296	31,075	33,748	34,760	35,803	36,877	37,983	39,122	40,296
Total Operating Expenses	VEHERA.	8,000	32,743	33,725	47,997	51,177	52,712	54,293	55,922	57,600	59,327	61,107
Total Cost		8,000	128,743	132,605	238,244	258,731	266,493	274,488	282,722	291,204	299,939	308,938
Net Operations		(8,000)	(107,818)	(52,100)	(84,374)	(37,289)	(40,704)	(44,204)	(47,784)	(51,450)	(55,196)	(59,027)

MU Capital Outlay & Recovery (Cash Basis)

**Capital Requirements** 

Furniture		82,000	-	_	-	-	-	1	-	-	-	1
Simulators & Equipment		172,000	-	-	-		-	-	-	-	-	-
Other Reusable Equipment		28,000	-	-	-	-	-	-	-	-	-	-
Total Capital Required		282,000	-	-	-	<u> </u>	-	-	-	-	-	-
	•			•					•	•		
FY Required Subsidy		(290,000)	(107,818)	(52,100)	(84,374)	(37,289)	(40,704)	(44,204)	(47,784)	(51,450)	(55,196)	(59,027)
Annual Subsidy (avg over 11 yrs)		79,086	79,086	79,086	79,086	79,086	79,086	79,086	79,086	79,086	79,086	79,086
Cumulative Subsidy Balance		(210,914)	(239,646)	(212,660)	(217,948)	(176,150)	(137,769)	(102,887)	(71,585)	(43,949)	(20,059)	-
SC Cumulative Net Revenue												
E&G Revenue		-	236,580	261,703	264,320	266,963	269,632	272,329	275,052	277,803	280,581	283,386
Pre-Nursing Fee Revenue (GSC)		-	6,975	7,324	7,690	8,074	8,478	8,902	9,347	9,815	10,305	10,821
Less - Annual Subsidy		(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)
Cumulative Net Revenue		(79,086)	85,383	275,324	468,247	664,199	863,223	1,065,368	1,270,682	1,479,213	,	1,906,134

#### EXHIBIT A

#### Marshall University School of Nursing Curriculum plan for Glenville State, in bold and blue Updated fall 2021

NAME:		∪pdated 901	fall 2021					
IV UVIE.			evel Courses					
Fall Semester			Spring S	Semester	r			
Course	Grade	Semester	Course		Grade	Semester		
ENGL 101 (3)			CART 101 (3)					
HLTH 130: A&PI (4)			HLTH 131: A&PII (4)					
CHM 205 (3)			PSYC 201 (3)					
NUR 200			MATH 106L (3)					
FYS First Year Seminar (3)			Core 2 (?) (3)					
	S	Sophomore I	Level Courses					
Fall Semester			Spring S	Semeste	r			
Course	Grade	Semester	Course		Grade	Semeste		
NUR 219 (3)			NUR 319 (4)					
NUR 221 (5)			NUR 222 (6)					
HLTH 250: Microbiology (4)			HLTH 105 Nutrition (3)					
ENGL 102 (3)			MATH 256: Statistics (3)					
NUR 200 (2) if not taken as a								
freshman								
		Junior Lev	vel Courses					
Fall Semester			Spring S	Semeste	r	1		
Course	Grade	Semester	Course		Grade	Semeste		
NUR 318 (2)			NUR 322 (5)					
NUR 321 (5)			NUR 328 (5)					
NUR 327 (5)			NUR 416 (3)					
NUR 350 (3) Also offered in			Core 2 (3)					
summer online if student wish to								
take between sophomore and								
junior year								
7.11.0		Senior Lev	vel Courses	~				
Fall Semester	-	_	Spring S	Semester	l .	I ~		
Course	Grade	Semester	Course		Grade	Semeste		
NUR 414 (5)			NUR 422 (5)					
NUR 419 (3)			NUR 425 (3)					
NUR 400 (3)			NUR 421 (5)					
NUR 408 (4)			Core 2 (3)					
	l a	Core 1 Re	quirements	T ~				
444.511.1511.11	Course		Grade Semester					
***Critical Thinking				<u> </u>				
***Critical Thinking		C 4.P	•	<u> </u>				
	I a	Core 2 Re	quirements	l c	.4			
F: 4 (2)	Course		Grade	Semes	ter			
Fine Arts (3)	-			<u> </u>				
Humanities (3)	1							
**WAC course (3)	1							
**WAC course (3)								

Total Credit Hours: 121 minimum required for graduation with BSN

<sup>\*</sup>MTH 121 or 125 is preferred because of CT designation, any math higher than 121 is accepted except statistics

<sup>\*\* 6</sup> hours of writing intensive (WAC) courses required

<sup>\*\*\* 6</sup> hours of critical thinking coursework required

### Glenville State College Board of Governors Meeting of October 29, 2021

**ACTION ITEM:** Application to the WV Higher Education

Policy Commission (WVHEPC) for change in

status from College to University.

**COMMITTEE:** Committee of the Whole

**RECOMMENDED RESOLUTION:**Be it RESOLVED that the Board of Governors

approves the Glenville State College's application for change in status from College to University and submittal to WV HEPC for approval prior to its December 5,

2021 meeting.

STAFF MEMBER: President Mark Manchin

#### **BACKGROUND:**

According to the Chancellor's Interpretive Memo No. 15: Criteria for Designation of University Status, Issued by J. Michael Mullen, Chancellor, on March 15, 2004 the criteria for designation of university status are as follows:

- 1. Offer at least one master's-level degree program;
- 2. Have an approved mission statement which provides for the offering of graduate programs;
- 3. Obtain the approval of the Higher Learning Commission (HLC) of the North Central Association to offer any master's degree program;
- 4. Have a faculty, excluding community and technical college faculty, in which at least two thirds of tenured and tenured track faculty hold the terminal degree, typically the doctorate.

Institutional name changes require legislative approval and are a prerogative of the legislature, not the WV Higher Education Policy Commission.

Glenville State College meets all but the first of these criteria, which cannot be accomplished without prior permission from WVHEPC or HLC. We anticipate HLC approval no later than November. The WVHEPC has indicated they will be flexible so that the HLC letter of approval can be submitted in time for the December 5, 2021 WVHEPC meeting.

The benefit of offering graduate programs and transitioning to a university status is a bump in enrollment at minimal cost to the institution. Historically in WV, institutions that have transitioned to university status have observed a bump in enrollment.

### Glenville State College Board of Governors Meeting of October 29, 2021

ACTION ITEM: College Surplus Property Auction

**COMMITTEE:** Committee of the Whole

**RECOMMENDED RESOLUTION:**Be it RESOLVED that the Board of Governors

approves for the College to hold a surplus

property auction.

**STAFF MEMBER:** President Mark Manchin

#### **BACKGROUND:**

In accordance with Glenville State College Board of Governors Administrative Policy 9 – Disposition of Surplus Equipment, Supplies and Materials, the Board must approve the disposal of obsolete, surplus and unusable materials, supplies and equipment. Section 2.3 of Policy 9 indicates that the disposal of the items mentioned above under no circumstances may be sold, transferred or conveyed to any private person, firm or corporation other than at a public auction or by sealed bid or as otherwise provided in W. Va. Code §18B-5-7.

The funds received from the sale of obsolete, surplus and unusable materials, supplies and equipment shall be deposited in the institutional account originally used to purchase said materials, supplies and equipment if such account is readily ascertainable, minus any administrative costs associated with the disposal. If such account is not readily ascertainable or no longer exists, the net proceeds shall be deposited in an appropriate account as determined by the Chief Financial Officer.

It has been four years since the College last conducted a surplus property auction. As such, a large volume of excess inventory has accumulated and the College is at its capacity for storage space. A sale of the equipment, supplies, and materials, which has been deemed to have no purpose for current operations, will allow the College to free up critically needed storage space.

Upon approval of the Board, the College intends to advertise as appropriate, and hold a public surplus property auction on Saturday, December 4, 2021.



## BOARD OF GOVERNORS AGENDA ADDENDUM Added to Board Packet on October 28, 2021

 Revised Draft GSC/Marshall University Consortium Agreement

#### **CONSORTIUM AGREEMENT**

This	Conso	ortium Agre	ement ("	'Agreeme	e <b>nt")</b> is ma	de on	this	day of		
2021	(the	"Effective	Date")	between	Glenville	State	College	("Glenville"),	and	Marshall
Univ	ersity	("Marshall	l", or join	ntly "Edu	cational Ir	nstitut	ions").			

Whereas, Marshall University, through its College of Health Professions, School of Nursing, offers the pre-licensure baccalaureate degree in nursing (BSN); and

Whereas, Glenville State College desires to permit Marshall to offer its pre-licensure BSN nursing degree at Glenville beginning in the fall of 2023 (the "Nursing Program"); and

Whereas, this Agreement sets forth the terms and conditions upon which the Marshall prelicensure BSN degree Nursing Program will be offered at Glenville's campus.

Therefore, the Educational Institutions hereto agree as follows:

#### 1. THE NURSING PROGRAM

- A. The Educational Institutions shall cooperatively plan the respective courses which are to be offered in accordance with academic requirements for the Degree.
- B. Marshall will be responsible for the costs and expenses associated with the Nursing Program, as estimated in the attached pro forma.
- C. Glenville will pay an agreed upon annual amount ("Annual Subsidy") to Marshall to subsidize the offering of the Nursing Program on the Glenville campus for the Term (as estimated in the attached Pro forma). The Annual Subsidy shall be re-evaluated and agreed upon between the two parties annually based on actual costs and expenses.
- D. Glenville will provide 42 credit hours in course work toward the Marshall BSN (the "Glenville Courses"), as indicated on Curriculum Plan attached as Exhibit A, which is incorporated herein by reference, and which may be modified as agreed upon by the parties hereto from time to time (the "Curriculum Plan"). Marshall will provide facilities at the Glenville State College Campus, Glenville, West Virginia, at a cost as estimated on the attached pro forma. See the Curriculum Plan for the list of courses and providers comprising the curriculum of the Nursing Program.
- E. This Agreement shall commence on the Effective Date and end on midnight of June 30, 2033, unless the parties hereto agree in writing to extend this Agreement (the "Term").

#### 2. PROGRAM MANAGER

A. Marshall will designate a Program Manager to provide day-to-day oversight of the Nursing Program.

- B. The Program Manager will be employed by Marshall and may, on an as-needed basis, be appointed to an adjunct faculty position at Glenville.
- C. The Program Manager shall act as a liaison between the Educational Institutions and the Advisory Board
- D. The Program Manager will be responsible for ensuring that the common schedule for the delivery of courses is maintained, that student performance in courses is routinely assessed, and that the necessary resources are provided.
- E. The Program Manager will maintain all documentation required by nursing accreditation.

#### 3. FACILITIES

A. Glenville will provide adequate space for classroom, laboratory and simulation instruction for the Nursing Program, as well as administrative and faculty offices for Marshall Nursing Personnel (as defined below).

#### 4. FACULTY FOR NURSING PROGRAM

- A. Marshall, in cooperation with Glenville, will select and hire appropriate personnel ("Nursing Personnel") to teach up to a student body of 30 Nursing Program students (10 each of sophomore, junior, and senior students) ("Nursing Students") at the Glenville campus.
- B. Subject to review and approval by the Educational Institutions, Marshall will be responsible for preparing employment contracts for Nursing Personnel.
- C. Nursing Personnel will meet all reporting and grading deadlines required by the Educational Institution by which they are employed.
- D. Resources, supplies, and travel for all Nursing Personnel will be provided by Marshall, but all of the foregoing will be located on the Glenville campus.
- E. Nursing Personnel promotion and tenure, if applicable, will be awarded by Marshall in accordance with its procedures.

#### 5. RESOURCES

- A. Classrooms will be furnished and maintained by the Educational Institutions.
- B. Glenville faculty will be responsible for teaching the Glenville Courses, and Glenville will be responsible for providing the materials, supplies, and mode of instruction required for the Glenville Courses, in accordance with the Curriculum Plan.

- C. Nursing Students will have access to the libraries at both Educational Institutions.
- D. Glenville will work collaboratively with Marshall to identify clinical sites in the region near Glenville, WV for the Nursing Students served by this consortium agreement.

#### 6. ADMISSIONS INTO THE NURSING PROGRAM

- A. Pre-nursing students will be admitted to Glenville as Glenville students (typically at the freshmen level) and will transfer to Marshall (typically at the sophomore level) when they are admitted as Marshall BSN students.
- B. Pre-nursing students (prior to admission to Marshall) will pay tuition and regular fees to Glenville. A pre-nursing special fee will be shared 25/75 between Glenville and Marshall.
- C. When students are admitted to the Marshall Nursing Program, they will pay Marshall tuition and fees to Marshall. The nursing fee and the College of Health Profession fee (when the student is admitted as a Marshall student) will be paid to Marshall. Marshall will also collect relevant fees on behalf of Glenville for housing, or other relevant services (including all tuition and/or special fees for all Glenville Courses), and remit same to Glenville.
- D. Glenville pre-nursing students will be held to the same admission standards as all other applicants the Marshall BSN; there is no guarantee of admission for Glenville pre-nursing students into the Marshall BSN by simple virtue of participating in the Glenville pre-nursing program.

#### 7. STUDENTS

- A. Glenville will recruit and advertise the BSN Nursing Program and recruit freshmen students into a pre-nursing program. Pre-nursing students must meet the standard entrance requirements to the Marshall BSN program.
- B. Upon admission to Glenville as pre-nursing students, Glenville will provide the students with services, including but not limited to, financial aid and faculty advisement.
- C. Once accepted by Marshall as sophomores, Nursing Students will then apply for admission at Marshall as a "Joint Program Transient" student, prior to enrolling in Marshall coursework (including any remaining Glenville Courses).
- D. Nursing Students admitted to the Nursing Program will apply for financial aid at Marshall.
- E. Each Student will register for classes at the Educational Institution delivering the required courses. Information about the required courses will be available at the Glenville campus to facilitate student registration.

- F. All coursework shall be graded in accordance with the policy and procedure of the Educational Institution providing the course.
- G. Student course evaluations will reside with the Educational Institution that delivers the course.
- H. Individuals who show serious deficiencies in academic courses will be referred to the Program Manager for academic consultation.
- I. Students enrolled in the Nursing Program will receive the same level of student support services available to other students at the applicable Educational Institution to include library services, academic advising, and use of on-campus facilities and services.
- J. The Educational Institution providing the course will be responsible for providing any services for students with disabilities during their time in the Nursing Program. Students seeking accommodations will be required to follow each of the Educational Institutions' policies regarding receipt of these services. Any Nursing Student who believes they are not receiving appropriate accommodations should initially contact the Program Manager. If the Program Manager in conjunction with the applicable Disability Services office cannot resolve the issue, the Nursing Student will be referred back to the applicable Educational Institution for any appeal of its decision, in accordance with its policies.
- K. Advisement of Nursing Students in the Nursing Program will be undertaken by the advisors at Marshall.
- L. Issues of academic dishonesty or student conduct will be addressed in keeping with the policies of the Educational Institution who is delivering the course. To the extent, these issues will impact the Nursing Student's ability to be enrolled in the Nursing Program or take courses, each Educational Institution will notify the other of any ongoing disciplinary proceedings.
- M. Transcript information for Nursing Students will be shared between Educational Institutions each semester.
- N. Nursing Students will be permitted to participate in the Marshall Commencement.
- O. Suspension or termination of a Nursing Student enrolled in the Nursing Program shall be in accordance with policies jointly established by the Advisory Board.

#### 8. FERPA

In addition to the Educational Institutions' right to share or disclosed information as outlined in 34 C.F.R.§99.34, to the extent required, the Educational Institutions acknowledge and agrees that the students' education records and any personally identifiable information from such education records (collectively "Student Information") created by either Educational

Institution and/or provided by either Educational Institution is subject to the confidentiality provisions of the federal Family Educational Rights and Privacy Act, 20 USC § 1232g, ("FERPA") and its implementing regulations (34 C.F.R. Part 99). Accordingly, each Educational Institution agrees not to disclose or re-disclose any Student Information to any other party without the prior written consent of the respective Educational Institution and the student(s) to whom the Student Information pertains unless the disclosure or re-disclosure falls under a FERPA exception allowing disclosure without the student(s)' consent. The Educational Institutions also agree to only use Student Information for the purpose(s) for which the Student Information was disclosed. For the purposes of this Agreement, pursuant to FERPA, each Educational Institution hereby designates the other as an Educational Institution official with a legitimate educational interest in the educational records of the Nursing Student(s) who participate in the Nursing Program to the extent that access to the records is required by either Educational Institution to carry out the Nursing Program.

If either Educational Institution receives a court order, subpoena, or similar request for Student Information, the receiving Educational Institution shall, to the extent permitted by law, notify the other Educational Institution within two (2) business days of its receipt thereof, and each Educational Institution shall reasonably cooperate with the other Educational Institution in meeting each other's FERPA obligations in complying with or responding to such request, subpoena, and/or court order.

#### 9. CURRICULUM

- A. Course requirements and credit hours for the Nursing Program shall be determined in accordance with the appropriate national standards committee. Marshall will provide nursing education courses that meet stated requirements for the BSN degree (see attachment of curriculum), and, subject to the terms of § 6.C above, Glenville will provide the Glenville Courses.
- B. The scheduling, content, and length of the programs are to be mutually agreed to, upon written agreement of the Educational Institutions.
- C. Marshall will be responsible for the following:
  - i. Propose and implement a curriculum that will meet the criteria for accreditation by the Accreditation Commission of Nursing Education (ACEN) as an off campus instructional site;
  - ii. Propose and implement a curriculum that will meet State Nursing Board criteria for certification;
  - iii. Review and approve the credentials of potential faculty teaching in the Nursing Program prior to their participation in the Nursing Program;
  - iv. Review and approve the syllabi for all Glenville Courses delivered to Nursing Students prior to being used in the Nursing Program;
  - v. Develop a common schedule for the programming outlined in the Curriculum Plan, ensuring the timely progress of Nursing Students and;
  - vi. Monitor the achievement of learning outcomes, recommending curricular modifications, as necessary.

- D. Plans of study should be reviewed with each Nursing Student on an individual basis.
- E. All School of Nursing policies would apply to Nursing Students located at Glenville, including those related to Nursing Program admission, selection, promotion, and graduation.
- F. Marshall will submit a substantive change document to the Accreditation Commission of Nursing Education (ACEN) for new off campus instructional site.

#### 10. ASSESSMENT

- A. The Program Manager shall follow the respective Educational Institution's guidelines to complete the following.
  - i. A Nursing Program Assessment Plan which is updated annually;
  - ii. An Annual Assessment Report and Improvement and Implementation Plan that includes an analysis of results for the Nursing Program and courses assessment details about how the results for the assessment report will be used to improve instruction, courses, and the Nursing Program; and
- B. Glenville will follow all existing policies/procedures of the Marshall's School of Nursing as it relates to evaluation of the Nursing Program, Nursing Faculty and Nursing Student progress.
- C. Marshall shall retain all assessment records.
- D. Marshall shall initiate the five (5) year review.
- E. Marshall shall share the assessment information with Glenville.

#### 11. TUITION AND FEES

A. Students enrolled in the pre-nursing program or the Nursing Program shall be invoiced by, and pay the appropriate tuition and fees to, the Educational Institution in which they are enrolled at the time said tuition and fees are incurred. The amount of any fees charged to the student shall be mutually agreed upon annually between Marshall and Glenville as to the fee amount and the proportionate share to be allocated to each Educational Institution. The amount of tuition charged to each student shall be determined by the Educational Institution in which the student is enrolled. Tuition and fees shall be assessed over the following terms:

vii. Fall;

viii. Spring; and

ix. Summer Term.

B. Students will be responsible to obtain course materials including textbooks and tools for

- general education and support courses that are required for their degree program.
- C. The Educational Institutions shall work together to facilitate the ability of students to receive the maximum amount of student financial aid available to cover the costs of the Nursing Program, including, but not limited to, executing any additional consortium financial aid agreements.
- D. For students enrolled in pre-nursing at Glenville State College, Glenville will be responsible for collecting the tuition and fees and remitting to Marshall its portion of the fees collected.
- E. For students enrolled in the Nursing Program with Marshall University at Glenville, Marshall will be responsible for collecting the tuition and fees and remitting to Glenville its portion of the fees collected.
- F. If an issue or discrepancy should arise regarding the fees to be charged or remitted, both Educational Institutions shall mutually cooperate and support any review that may be necessary of either Educational Institution's records in order to negotiate and determine in good faith a resolution that is in the best interest of the continuation of the Nursing Program.

#### 12. RECORDS

- A. Marshall will maintain and retain the official record of the Nursing Students. Glenville will maintain and retain student records for students in the pre-nursing program and provide official copies of said records to Marshall for any Nursing Students accepted into the Nursing Program.
- B. All transcripts that are issued for the Nursing Program shall clearly state the following: "Issued jointly between Glenville State College and Marshall University."

#### 13. NURSING PROGRAM PROMOTION

- A. All Nursing Program promotion activities will be conducted jointly by the Educational Institutions.
- B. All Nursing Program promotional items/materials must be reviewed by Glenville's Marketing and Printing services, and Marshall's Communications Office, to ensure compliance with the relevant Educational Institution's branding standards contained in Advertising, Marketing and Public Relations Administrative Procedure.
- C. Nothing herein shall give a party the right to use another party's name, image or logo without the other's consent.

#### 14. AGREEMENT ALTERATIONS OR TERMINATIONS

- A. Either party to this Agreement may request a change or amendment to it by making a written request to the other party. Such changes or amendments shall not affect any class of Nursing Students currently enrolled unless specifically indicated in the request. Changes or amendments to the Agreement must be in writing and signed by the authorized representative of each Educational Institution.
- B. Either party to this Agreement may terminate this Agreement upon written notification to other party at least sixty (60) days prior to the end of the fiscal year, with such termination to take effect at the end of such fiscal year.
- C. Such termination shall not affect any currently enrolled Nursing Students. Nursing Students currently enrolled shall have two years after the effective date of such termination to complete the Nursing Program requirements.
- D. Neither party to this Agreement shall be obligated, as a matter of contract between the parties to this Agreement, to defend or indemnify the other party to this Agreement against any claims of third parties. Provided, however, that nothing in this Agreement shall be construed to constitute a waiver or diminishment of, or substantive or procedural limitation upon, any claims for common law or statutory contribution or indemnity that either party to this Agreement may have against the other party to this Agreement under applicable law.
- E. All parties to this Agreement shall maintain liability insurance \$1,000,000 per occurrence for bodily injury, disability and death of workers and other persons and \$1,000,000 per occurrence for property damage caused by operating, handling or transporting the equipment during the Term of this Agreement.
- F. This Agreement shall be governed by the laws of the State of West Virginia.
- G. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when assembled together, shall constitute a single agreement. Any signatures hereto delivered by means of a facsimile, scanning, or telecopying device, or other electronic means, shall be treated as executed originals.

By Signature:	
Marshall University	Glenville State College
Jerome Gilbert, President	Mark A. Manchin, President

Date	Date



DRAFT Glenville BSN Pro Forma

Assumptions												
Pre-Nursing (Yr 1 Students)			30	30	30	30	30	30	30	30	30	30
Sophmore Nursing Admits			0	10	10	10	10	10	10	10	10	10
Nursing Total Headcount			0	10	19	27	27	27	27	27	27	27
Total Headcount (MU + GSC)			30	40	49	57	57	57	57	57	57	57
			Exp.			Pre-						
Tuition increase	1%	per year	Inflation	3%	per year	Nursing	5%	per year		ee Increase	5%	per year
		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
		FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
Sources												
Operations		1	1	1		- 1		1	1	1	1	1
MU E&G Tuition			-	48,769	111,319	168,151	169,833	171,531	173,246	174,979	176,728	178,496
Program Fees			-	9,765	19,481	29,068	30,521	32,047	33,650	35,332	37,099	38,954
Pre-Nursing Fee (MU)			20,925	21,971	23,070	24,223	25,434	26,706	28,042	29,444	30,916	32,462
Total Sources			20,925	80,505	153,870	221,442	225,788	230,284	234,937	239,754	244,743	249,911
Jses												
Labor Costs		_		1 1 0							_	
Program Coordinator	9 mo	-	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Consultant	Temp	<u></u>	-		-	-	-	-	-	-	-	-
FT Faculty - MU	9 mo		-	-	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Labor Pool/Contingency	3.0%	-	-	2,250	4,568	8,755	13,068	17,510	22,085	26,798	31,652	36,652
FT CFB	28.00%		21,000	21,630	39,079	40,251	41,459	42,703	43,984	45,303	46,663	48,063
FT Labor		_	96,000	98,880	178,647	184,006	189,527	195,213	201,069	207,101	213,315	219,715

		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
		FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
PT Faculty/Adjunct(s)		-	-	-	10,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Student Hourly	XXhrs/wk	-	-	-	-	-	-	-	Japa .	-	-	-
Labor Pool/Contingency	3.0%	-	-	-	-	300	909	1,536	2,182	2,847	3,532	4,238
PT CFB	16.00%	-	-	-	1,600	3,248	3,345	3,446	3,549	3,656	3,765	3,878
PT Labor		-	-	-	11,600	23,548	24,254	24,982	25,731	26,503	27,297	28,116
Total Labor		-	96,000	98,880	190,247	207,554	213,781	220,195	226,800	233,604	240,612	247,831
Operating Expenses												
Office Expense		_	1,200	1,236	1,273	1,311	1,351	1,391	1,433	1,476	1,520	1,566
Recruiting/Advertising		-	750	773	796	820	844	869	896	922	950	979
Travel		-	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Supplies		8,000	2,000	2,060	2,122	2,185	2,251	2,319	2,388	2,460	2,534	2,610
Equipment Maint. & Replacement		_	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
Contingency			5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
MU Indirect Cost	15.0%	<b>V</b> -	16,793	17,296	31,075	33,748	34,760	35,803	36,877	37,983	39,122	40,296
Total Operating Expenses	46 40	8,000	32,743	33,725	47,997	51,177	52,712	54,293	55,922	57,600	59,327	61,107
T. (10. )		0.000	400.740	400.005	000 044	050 704	000 400	074 400	000 700	204.004	200 000	200 000
Total Cost		8,000	128,743	132,605	238,244	258,731	266,493	274,488	282,722	291,204	299,939	308,938
Net Operations		(8,000)	(107,818)	(52,100)	(84,374)	(37,289)	(40,704)	(44,204)	(47,784)	(51,450)	(55,196)	(59,027)

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
U Capital Outlay & Recovery (Cash Basis)  Capital Requirements											
Furniture	82,000	-	-	-	-	-	- <i>*</i>	Van de	-	-	-
Simulators & Equipment	172,000	-	-	-	-		0.	-	-	-	-
Other Reusable Equipment	28,000	-	-	-	(	<i>p</i> -		-	-	-	-
Total Capital Required	282,000	-	-	-		V)-	-	-	-	-	-
FY Required Subsidy Due from MU	(290,000)	(107,818)	(52,100)	(84,374)	(37,289)	(40,704)	(44,204)	(47,784)	(51,450)	(55,196)	(59,027)
Annual Subsidy Paid by GSC (avg over 11 yrs)	79,086	79,086	79,086	79,086	79,086	79,086	79,086	79,086	79,086	79,086	79,086
Cumulative Subsidy Balance	(210,914)	(239,646)	(212,660)	(217,948)	(176,150)	(137,769)	(102,887)	(71,585)	(43,949)	(20,059)	-
SC Cumulative Net Revenue				10							
E&G Revenue	-	236,580	261,703	264,320	266,963	269,632	272,329	275,052	277,803	280,581	283,386
Pre-Nursing Fee Revenue (GSC)	-	6,975	7,324	7,690	8,074	8,478	8,902	9,347	9,815	10,305	10,821
Less - Annual Subsidy	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)	(79,086)
Cumulative Net Revenue	(79,086)	85,383	275,324	468,247	664,199	863,223	1,065,368	1,270,682	1,479,213	1,691,013	1,906,134

#### EXHIBIT A

#### Marshall University School of Nursing Curriculum plan for Glenville State, in bold and blue Updated fall 2021

NAME.			fall 2021							
NAME:	-	901_	evel Courses							
Fall Semester		rresiinan Le	Spring S	Compato						
Course	Semester		semeste		Composton					
	Grade	Semester	CARTIOL		Grade	Semester				
ENGL 101 (3)			CART 101 (3)							
HLTH 130: A&PI (4)			HLTH 131: A&PII (4)							
CHM 205 (3)			PSYC 201 (3)							
NUR 200			MATH 106L (3)							
FYS First Year Seminar (3)			Core 2 (?) (3)			-				
	2	Sophomore L	Level Courses							
Fall Semester	Spring Semester									
Course	Grade	Semester	Course		Grade	Semester				
NUR 219 (3)			NUR 319 (4)							
NUR 221 (5)			NUR 222 (6)							
HLTH 250: Microbiology (4)			HLTH 105 Nutrition (3)							
ENGL 102 (3)			MATH 256: Statistics (3)							
NUR 200 (2) if not taken as a			, , ,							
freshman										
		Junior Lev	rel Courses							
Fall Semester			Spring Semester							
Course	Grade	Semester	Course		Grade	Semester				
NUR 318 (2)		1	NUR 322 (5)							
NUR 321 (5)			NUR 328 (5)							
NUR 327 (5)		7. (	NUR 416 (3)							
NUR 350 (3) Also offered in			Core 2 (3)							
summer online if student wish to										
take between sophomore and	1 1									
junior year		)								
,		Senior Lev	vel Courses							
Fall Semester		Spring S	Semeste	r						
Course	Grade	Semester	Course		Grade	Semester				
NUR 414 (5)			NUR 422 (5)							
NUR 419 (3)	NUR 419 (3)			NUR 425 (3)						
NUR 400 (3)			NUR 421 (5)							
NUR 408 (4)			Core 2 (3)							
		Core 1 Rec	quirements							
	Course		Grade	Semes	nester					
***Critical Thinking										
***Critical Thinking										
		Core 2 Rec	quirements							
	Course		Grade	ter						
Fine Arts (3)										
Humanities (3)										
**WAC course (3)										
**WAC course (3)										
WAC COURSE (3)				1						

#### Total Credit Hours: 121 minimum required for graduation with BSN

<sup>\*</sup>MTH 121 or 125 is preferred because of CT designation, any math higher than 121 is accepted except statistics

<sup>\*\* 6</sup> hours of writing intensive (WAC) courses required

<sup>\*\*\* 6</sup> hours of critical thinking coursework required