

**SPECIAL MEETING OF THE  
WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION**

**9<sup>th</sup> Floor Conference Room\*  
Boulevard Tower  
1018 Kanawha Boulevard East  
Charleston, West Virginia**

**August 2, 2019  
10:00 a.m.**

**AGENDA**

- I. Call to Order**
- II. Confirmation of Interim President at Glenville State College**
- III. Approval of Annual Reauthorization for Ohio Valley University**
- IV. Approval of Annual Reauthorization for Wheeling University**
- V. Additional Board Action and Comment**
- VI. Adjournment**

***\*To join by conference call, dial 1-646-558-8656 and enter meeting ID 380-987-909***

**West Virginia Higher Education Policy Commission  
Special Meeting of August 2, 2019**

**ITEM:** Confirmation of Interim President at Glenville State College

**INSTITUTION:** Glenville State College

**RECOMMENDED RESOLUTION:** *Resolved*, that the West Virginia Higher Education Policy Commission confirms the appointment by the Glenville State College Board of Governors of Kathleen L. Nelson as Interim President of Glenville State College and approves the contract entered into between the Registry for College and University Presidents and the Board of Governors to implement the appointment.

**STAFF MEMBER:** Candace Kraus

**BACKGROUND:**

Pursuant to Series 5, Legislative Rule, Guidelines for Governing Boards in Employing and Evaluating Presidents, interim presidents appointed by a governing board shall be confirmed by the Commission and the compensation approved by the Commission. The Glenville State College Board of Governors has requested confirmation of its appointment of Dr. Kathleen L. Nelson as Interim President for an employment term ending June 30, 2020. Dr. Nelson will be compensated at an annual rate of \$195,000.

Attached is the agreement between the Registry for College and University Presidents and Glenville State College for the appointment of Dr. Nelson that was approved by the Glenville State College Board of Governors on July 24, 2019.

It is recommended that the Commission confirm the appointment of Dr. Nelson as Interim President and approve the contract implementing her appointment and setting her compensation.

**REGISTRY FOR COLLEGE AND UNIVERSITY PRESIDENTS**

**AND**

**GLENVILLE STATE COLLEGE**

**THIS AGREEMENT** (the "Agreement") **is made upon the approval of WVHEPC Purchase Order 20008/VCOASIS 112847** and entered into this 15<sup>TH</sup> day of July 2019 by and between Glenville State College (hereinafter "College") and Collegiate Enterprise Solutions, LLC, doing business as the *Registry for College and University Presidents* (hereinafter "*Registry*").

**WHEREAS**, it is the desire of the Institution to retain a professionally educated person to perform the duties of President on an interim basis as more specifically described in an **EXPECTATIONS DOCUMENT**, annexed hereto (the "Services") and,

**WHEREAS**, *Registry* will perform the Services through Kathleen L. Nelson, an independent contractor (the "Consultant") who will assign a designated employee to perform the Services on behalf of the Consultant (the "Assigned Member"). No one other than Kathleen L. Nelson shall be engaged to perform the duties of President of Glenville State College;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties hereto, the Institution hereby retains *Registry* upon the terms and conditions contained herein, and *Registry* hereby accepts said retention and agrees to perform the Services hereinafter mentioned, upon said terms and conditions.

**1. Services by Registry:** As indicated above, *Registry* will perform the Services through the Assigned Member provided by Kathleen L. Nelson, or a mutually agreed upon alternate person. Specific duties and standards of performance shall be prescribed in an **EXPECTATIONS DOCUMENT**, which shall be appended, and integral, to this Agreement, and as otherwise agreed between the Institution and the *Registry*. The parties agree that the Consultant sets the Assigned Member's schedule, but that the Assigned Member will generally work the same or a similar schedule set by the Institution. The *Registry* shall be responsible for assessing performance under this Agreement, predicated upon evaluation reports from Institution. A senior officer of the *Registry* shall be available on call throughout the duration of the engagement to deal with all matters related to the Consultant's performance of the Services on *Registry's* behalf. Throughout the duration of this engagement with the Institution, one or more of the principals of the *Registry* shall be available to provide strategic advice to the Assigned Member's contact at Institution, and, if requested, to the Board of Trustees. The scope of these Services as described herein are inextricably bundled and cannot be disaggregated. The parties may agree to an expansion of the services from those set forth in the **EXPECTATIONS DOCUMENT**. Upon such agreement, such services will become Services hereunder for the fee agreed to therefor by the parties.

**2. Obligations of Glenville State College:** (a) The Institution will provide adequate working conditions and clerical assistance and supplies as the Institution deems necessary for *Registry* to perform its obligations under this Agreement.

(b) Payment in consideration of this Agreement shall be in the amount of an annualized consultant's fee of \$195,000.00 + a 25% *Registry* fee (reduced from 33%) of \$48,750.00 to be paid monthly, by Glenville State College to the *Registry* in the amount of \$20,312.50: \$16,250.00 for Kathleen L. Nelson and \$4,062.50 for *Registry* fee. In addition, Kathleen L. Nelson will also be provided (1) furnished housing in the President's residence, (2) use of the Mercedes automobile provided by the Glenville State College Foundation for College business, and (3) reimbursement for up to \$5,000 of relocation and travel related expenses to arrive at the beginning of the assignment and to depart at the conclusion of the assignment. Travel expenses must be documented in accordance with WV State regulations. Such payments are subject to change only upon the written concurrence of both parties to this Agreement. Institution agrees to remit to *Registry* with monthly invoice the amount due by the 20<sup>th</sup> day of each month. It is anticipated by the parties that the annual consultant's fee and the administrative fee will be increased by agreement of the parties in the case of multiple-year engagements and/or extended periods of engagement and the parties agree to negotiate one such increase every twelve months in good faith. In the event Institution requests and authorizes additional services of *Registry* as provided under Section 1 of this Agreement, *Registry* shall submit an invoice to the Institution on or about the first of each month that succeeds the performance of said Services, detailing expenses and consulting fees incurred during the preceding month. Institution agrees to pay and/ or reimburse *Registry* within thirty (30) days after receipt of each invoice for such expenses or consulting fees. In addition, payment for interim services rendered will be made by *Registry* after *Registry* receives funds from the Institution expressly allocated for services rendered by the Consultant.

(c) Institution acknowledges that the exclusive placement of Consultant through the *Registry* to Institution is of benefit to Institution, (i) it is of benefit to the Institution that Assigned Member's fitness for and match with the Institution's needs have been determined by the *Registry* and (ii) it is of benefit to the Institution that the *Registry* be positioned to perform the Services through the Consultant (and Assigned Member) without the distractions and additional challenges provided by eligibility for the Assigned Member's permanent placement at Institution. Accordingly, Institution agrees that it will not, for a minimum period of the longer of two years from (i) the last day of *Registry*'s service at Institution under this or any subsequent agreement or (ii) the effective date of Consultant's resignation from the *Registry* (as acknowledged by the *Registry*), consider the Consultant or its Assigned Member for any position or professional relationship (whether as an employee, a consultant or otherwise) other than under *Registry* auspices.

The Institution acknowledges that the promises and restrictive covenant that the Institution is providing in this Agreement are reasonable and necessary for the protection of *Registry*'s and its clients' legitimate interests and that *Registry* would not have entered into this Agreement in the absence of such promises and covenants. If, at any time, the provisions of this Section 2 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area,

duration or scope of activity, this Section 2 shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the Institution agrees that this Section 2(c) as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. In the event of a breach or material and substantial preparation of a breach of this Section 2 by the Institution, Institution agrees that *Registry* shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction to remedy any such breach or material and substantial preparation of a breach, the Institution acknowledging that damages may be inadequate and insufficient. In addition, upon a breach or material and substantial preparation of a breach of this Section 2 by the Institution, *Registry* may cease providing Services required by this Agreement.

**3. Term:** The effective dates of this Agreement shall be July 1, 2019 through June 30, 2020 or, until terminated by either party giving thirty (30) days' notice in writing to the other party (with Assigned Member being copied). Upon such termination, the Institution shall pay *Registry* all amounts due for Services performed and expenses incurred to the effective date of termination. If termination is for cause, payment will cease on the date of notice of termination given.

**4. Status and Relationship of the Parties.** The Assigned Member shall be considered an employee only of the Consultant.

It is expressly agreed and understood that for all purposes, the Consultant shall, at all times, act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of *Registry* or the Institution and the *Registry* shall at all times act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of the Institution. The Assigned Member shall be considered an employee of the Consultant. It is further agreed that the Consultant shall have full and direct responsibility for compliance with respect to the Assigned Member and the Services with all federal, state and local requirements pertaining to taxes and other obligations of employers, including without limitation Social Security taxes, unemployment insurance, workers' compensation, and comparable matters. Consultant has acknowledged to *Registry* that all such obligations are the Consultant's sole responsibility and that it complies with, and will continue to comply with, all laws and regulations regarding the withholding and payment of so-called payroll taxes and charges, including, without limitation, FICA, FUTA and state unemployment withholding taxes. Consultant has represented that it is exempt from an obligation in the state in which the Services are performed to carry workers' compensation insurance (or provide self-insurance) for the Assigned Member or, if not so exempt, covenants that it will provide *Registry* with a certificate of insurance evidencing workers' compensation coverage.

(a) *Registry* acknowledges that it is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of Institution or to bind Institution in any manner.

(b) *Registry* acknowledges that it is not entitled to any benefits, coverages or

privileges applicable to employees, including, without limitation, medical, dental or life insurance coverage, workers' compensation coverage or participation in any Institution retirement plan. *Registry* agrees not to make any claim of entitlement to any such plan or program. All such benefits, if any, are the Consultant's sole responsibility.

(c) The Services being provided are part of a business in which *Registry* is customarily engaged as an independently established business (either as a sole proprietorship, limited liability entity, partnership or other entity), separate from and unrelated to the Institution's business. The Consultant has agreed to provide the Institution with the Consultant's business card and website address, if available, prior to the commencement of the Services. The *Registry's* website is [www.registryinterim.com](http://www.registryinterim.com).

(d) *Registry* performs, and will perform, the Services according to a schedule it maintains, free from the Institution's control and direction with respect to the manner in which the Services are performed. The parties agree that any Services provided by *Registry* in connection with the placement of Consultant with the Institution, are not and will not comprise supervision by the *Registry* of the Services.

(e) In the event that the definition of "employee" or "contractor" under the Internal Revenue Code of 1986, as amended and as interpreted by the Internal Revenue Service, or under applicable state law, is amended such that *Registry* becomes an employee of the Institution under applicable law, the parties agree that they will take such action as is necessary to ensure *Registry's* continued status as an independent contractor or will terminate this Agreement.

**5. Confidentiality.** Neither party will at any time, whether during or after the termination of this Agreement, reveal to any person or entity any of the trade secrets or confidential, proprietary or non-public information concerning the organization, business, finances or assets of the other party or of any third party which a party is under an obligation to keep confidential (including Consultant or the Assigned Member) including but not limited to inventions, products, designs, methods, know-how, techniques, systems, processes, software programs and/or code, works of authorship, projects, plans, proposals, modifications, discoveries, developments, improvements, formulas, data, know-how, trade secrets or intellectual property rights whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes, and the notes, memoranda, reports, lists, records, drawings, sketches, specifications, data, documentation or other materials of any nature containing such trade secrets or confidential information (the "Confidential Information"), except as may be required in the ordinary course of performing this Agreement. Each party shall keep secret all matters entrusted to it and shall not use, attempt to use or permit to be used any Confidential Information in any manner other than in the performance of this Agreement.

Further, each party agrees and acknowledges that all Confidential Information of the other party, in any manifestation, shall be and remain the sole and exclusive property of the other party and that immediately upon the termination of this Agreement, or at such other time as a party may request, the other party shall deliver all of the foregoing, and all copies thereof, to the requesting party at its main

office. Each party further agrees to return all other material owned by the other party to it upon the earlier of request therefor or termination of this Agreement.

**6. Mandatory Arbitration.** Except as otherwise specifically provided in this Agreement, any controversy, dispute or claim ("Dispute") arising out of or relating to this Agreement, shall be settled by binding arbitration in West Virginia. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon an award arising in connection therewith may be entered in any court of competent jurisdiction. The arbitrators shall be required to decide any controversy or claim in accordance with the laws of the State of West Virginia, without regard to principles of conflicts of laws (except to the extent that United States federal law is applicable). All arbitration proceedings shall be held in the strictest confidence. The scope and enforceability of this Section 7 shall also be subject to arbitration. In the event of arbitration before the arbitrator in connection with or concerning the subject matter of this Agreement, the arbitrator may, in his sole discretion, award to the prevailing party the right to recover all costs and expenses incurred by such party in connection herewith, including costs, reasonable attorney's fees and charges for attorney support services and disbursements. Any decision of the arbitrator shall be final, conclusive and binding on the parties, and the parties agree so far as lawfully possible to exclude any right of application or appeal to any courts in connection with any question of law or fact arising in the arbitration or in connection with any award or decision made by the arbitrators, except as may be necessary to enforce such award or decision.

**7. Miscellaneous.**

**A.)** This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof; provided however that it is meant to be read in conjunction and consistently with the placement agreement between *Registry* and Consultant relating to the performance of the Services and the State of WV Addendum Agreement WV-96. It shall supersede all prior agreements or understandings between the Institution and *Registry* or their agents, whether oral or written. Amendments to this Agreement may be proposed in writing by either party hereto and shall be deemed rejected unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

**B.)** If any one or more of the provisions contained in this Agreement is held illegal or unenforceable by any court of competent jurisdiction, the other provisions shall remain in full force and effect. Any provision of this Agreement held invalid or enforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**C.)** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

**D.)** The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative

of the party agreeing to the waiver.

**E.)** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of West Virginia.

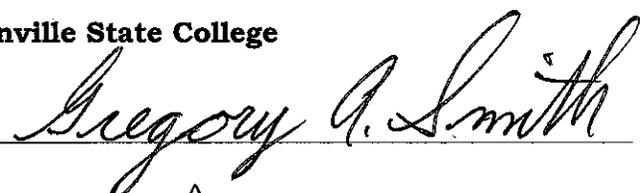
**F.)** This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

**G.)** The parties agree that any termination of this Agreement shall not release nor discharge the parties from their respective obligations specified in Sections 2(c) and 3 through 8 of this Agreement, which shall survive termination or expiration of this Agreement in accordance with their terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**Glennville State College**

By:



It's:

Board of Governors Chairman

Date:

7-30-19

**Collegiate Enterprise Solutions, LLC**  
**(DBA Registry for College and University Presidents)**

By:



It's: Vice President

Date: 21 June 2019

## ***THE REGISTRY EXPECTATIONS DOCUMENT***

### ***Interim President Glennville State College***

The Registry Interim President is an independent consultant charged with the fulfillment and execution of the duties and responsibilities delineated in the institution's established position description; and, in addition, with the fulfillment and execution of certain exogenous responsibilities—specifically, the Registry Interim President shall be expected:

- To provide strong and effective presidential leadership that will be reassuring for all of the major constituencies; that will reaffirm the central mission and purpose of the institution; and that will establish a foundation for success and prosperity in future years.
- To prioritize and strengthen the College's commitment and preparations for a successful HLC focused visit which is scheduled for the next academic year.
- To enhance the overall academic profile; to build enrollments; and to increase net tuition revenues.
- To demonstrate support for academic operations as an advocate for off-site programming, online instruction, dual enrollments, Second Chance Pell for incarcerated students, Hidden Promise Scholars, and increased access to higher education; also develop internships, partnerships and training/certification opportunities with local businesses and industry around the region in collaboration with the GSC Foundation.
- To reaffirm the culture and practice of partnership with the local community and the State of West Virginia as a foundation for organizational coherence, unity, and overall growth.
- To support and leverage all of the talent and strengths of the Executive Leadership Team.
- To capitalize on the fact that the institution is the only State College in central West Virginia; and that it epitomizes how central and irreplaceable opportunities for higher learning can be for smaller, rural, and relatively isolated communities located throughout the nation.
- To evaluate our current programs for strengths, weaknesses and to identify areas for enhancement or reconfiguration.

- To advise the Board of Governors of (1) any changes in curriculum, (2) significant changes to the fixed assets of the College, either by addition or reduction and the related costs of such change, (3) any grievance or lawsuit or potential lawsuit whereby monetary damages could be incurred or that could negatively impact the public perception of or confidence in the College.
- To obtain prior approval by the Board of Governors for (1) any sale of real estate or other fixed assets in excess of \$20,000 or (2) executing a contract or agreement whereby the College would be obligated for more than \$50,000.
- And to set the stage for the successful recruitment and appointment of the next permanent President of Glenville State College.



**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): WV Higher Education Policy Commission

Vendor: Collegiate Enterprise Solutions LLC dba The Registry for College & University Presidents

Contract/Lease Number ("Contract"):

Commodity/Service: Temporary Higher Education staffing

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.  
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.  
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.  
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.  
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.  
  
Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV HERC  
By: Mary Bradford  
Printed Name: MARY BRADFORD  
Title: DIR. OF PROCUREMENT  
Date: 7/1/19

Vendor: Collegiate Enterprise Solutions, LLC  
dba Registry for College and University Presidents  
By: Amy Lauren Miller  
Printed Name: Amy Lauren Miller  
Title: Vice President  
Date: June 17, 2019

**West Virginia Higher Education Policy Commission  
Special Meeting of August 2, 2019**

**ITEM:** Approval of Annual Reauthorization for Ohio Valley University

**INSTITUTION:** Ohio Valley University

**RECOMMENDED RESOLUTION:** *Resolved*, That the West Virginia Higher Education Policy Commission approves the Annual Reauthorization for Ohio Valley University.

**STAFF MEMBER:** Corley Dennison

**BACKGROUND:**

At the Commission meeting of June 14, 2019, the reauthorization of Ohio Valley University was postponed at the request of the institution, until information regarding financial and institutional stability could be clarified. All requested information has been received and Commission staff recommends the reauthorization of Ohio Valley University for the 2019-2020 academic year.

**West Virginia Higher Education Policy Commission  
Special Meeting of August 2, 2019**

**ITEM:** Approval of Annual Reauthorization for Wheeling University

**INSTITUTION:** Wheeling University

**RECOMMENDED RESOLUTION:** *Resolved*, That the West Virginia Higher Education Policy Commission approves the Annual Reauthorization for Wheeling University until May 15, 2020, conditioned upon the University satisfying the requirements of the Commission regarding information, reporting and communication, and the Commission's assessment of the University's financial stability, viability and academic integrity.

**STAFF MEMBER:** Corley Dennison

**BACKGROUND:**

Wheeling Jesuit University declared financial exigency in March 2019, ended its Jesuit affiliation in April 2019 and announced the elimination of a significant number of its undergraduate programs and the layoff of full-time faculty in the same time frame. The school also changed its name in June to reflect the termination of its affiliation with the Jesuits.

The institution reported current students in majors no longer offered in Fall 2019 would receive information about how to develop a plan of study that will lead to their degree, or would receive assistance in transferring to another institution.

On June 14, 2019, the Commission postponed action on annual reauthorization of Wheeling Jesuit University, now Wheeling University, pending receipt of additional information from the university about its future.

In order to proceed with reauthorization, the Commission has discussed with school officials its need for the following:

- A teach-out plan for current students in programs that were eliminated.
- A formal plan that demonstrates the current financial stability and future viability of Wheeling University.

- The results of a financial audit on expenditures related to scholarships and endowments.
- Frequent status updates and shared communications with the Higher Learning Commission (HLC), Wheeling University's regional accrediting body.

The Commission has not received a teach-out plan, audit results or any documentation that demonstrates the long-term financial viability of the institution. University officials have told Commission staff about a significant donation to the institution that may stabilize its immediate financial condition, but Wheeling University has not provided any formal information about the donation to the Commission nor the impact it would have on the University's financial stability.

The Commission maintains contact with the HLC and has monitored public announcements and gathered information where available, but the situation at Wheeling University remains fluid without verifiable information from the institution itself.

The Commission has a statutory obligation to ensure West Virginia institutions of higher learning meet certain standards that demonstrate they are operating in the best interest of students who are enrolled or who plan to enroll. Those standards include financial stability and academic program integrity. In addition, the Commission each year provides nearly \$564,000 of state student financial aid to Wheeling University. The information the Commission has requested from Wheeling University directly reflects the agency's obligation to students and the State.

The Commission's Series 52, Legislative Rule, Annual Reauthorization of Degree-Granting Institutions, reads as follows:

10.2.c. "The Commission may terminate state authorization if the institution fails to submit an acceptable annual reauthorization application or submits an incomplete or unsatisfactory reauthorization application as determined by Commission staff..."

Wheeling University has a long history of operating in good standing in West Virginia, and it continues to enroll students and conduct athletic programs in apparent anticipation of routine operation for this fall semester. However, the school's recent failure to timely share with the Commission and the HLC the critical information Commissioners need to evaluate Wheeling University's long-term viability hampers the Commission's ability to endorse the school's reauthorization as it traditionally might.

For these reasons, Commission staff recommend provisionally reauthorizing Wheeling University through May 15, 2020, conditioned upon the institution meeting the following conditions and deadlines. It is recommended that the Commission shall revoke authorization to confer degrees prior to May 15, 2020, should this information not be forthcoming or timely. The Commission staff will continue to monitor and report Wheeling University's status.

### **August 12, 2019**

- Wheeling University shall provide the Commission with viable teach-out plans for academic programs that have already been terminated as a result of the public declaration of financial exigency.
- The University shall provide the Commission a formal financial report demonstrating the institution's viability for the 2019-2020 academic year.

### **September 13, 2019**

- Wheeling University shall provide the Commission a formal strategic plan for the sustainability of existing academic programs or the teach-out of academic programs that may be terminated to ensure financial stability.
- The University shall provide the Commission the results of a previously discussed financial audit on expenditures for scholarships and endowments.

### **November 22, 2019**

- The University shall provide the Commission an updated financial report, inventory of academic courses and enrollment projections for the spring 2020 semester.

These obligations are established under authority of Series 52, Legislative Rule, Annual Reauthorization of Degree-Granting Institutions:

10.2.d "The Commission shall revoke the authority of an institution to confer degrees at any time when the institution's governing body, chief executive officer or both have done any one or more of the of the following:

...10.2.d.2 Refused or willingly failed to provide information to the Commission in a manner and within a reasonable timeframe as established by the Commission."

Pursuant to West Virginia Code, the Commission also may request any additional information or materials related to authorization from Wheeling University as deemed necessary.

Wheeling University must remain in good standing with the Higher Learning Commission and share with the Commission written and electronic communication between the institution and the HLC regarding its status. Loss of regional accreditation will result in the immediate loss of authorization to confer degrees and Wheeling University must notify the Commission of any actions or sanctions from the HLC, U.S. Department of Education, National Collegiate Athletic Association, or any programmatic accrediting body.