

WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION

May 12, 2022 | 9:00 a.m.

Shawkey Dining Room in the Memorial Student Center

Marshall University, Huntington, WV

Or Zoom: 1-646-558-8656 and enter meeting ID 896 3346 8828

AGENDA

- I. Call to Order**
- II. Chairman's Report**
 - A. Formation of Nominating Committee
 - B. 2023 Meeting Dates
- III. Chancellor's Report**
- IV. Updates from Constituent Groups**
 - A. Advisory Council of Classified Employees
 - B. Advisory Council of Students
 - C. Advisory Council of Faculty
- V. Update from Council of Presidents**
- VI. Campus Update – Glenville State University**
- VII. Approval of Minutes** (*pages 3 – 11*)
- VIII. Marshall University Rural Surgical Residency Accreditation** (*page 12*)
- IX. Approval to Offer Courses at a New Location** (*pages 13 – 30*)
- X. Approval of Bachelor of Science in Nursing** (*pages 31 – 32*)
- XI. Approval of University Status** (*page 33*)
- XII. Approval of Bond Refunding** (*pages 34 – 60*)

XIII. Approval of Presidential Compensation – West Virginia State University
(page 61)

XIV. Approval of Presidential Compensation – Glenville State University *(page 62)*

XV. Additional Board Action and Comment

XVI. Adjournment

DRAFT MINUTES

WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION

December 10, 2021

I. Call to Order

Chairman Andrew A. Payne convened a meeting of the West Virginia Higher Education Policy Commission on December 10, 2021, at 10:00 a.m., in the David K. Hendrickson Conference Center, Room 1220, Building 2000 of the West Virginia Regional Technology Park, 2001 Union Carbide Drive, South Charleston, West Virginia and by Zoom videoconference and conference call. The following Commission members participated: Clayton Burch, Ex-Officio; Christina Cameron, Ex-Officio; James W. Dailey; Michael J. Farrell; Diane Lewis Jackson; Andrew A. Payne; and Donna L. Schulte. Other participants included state college and university representatives, Chancellor Sarah Armstrong Tucker, and Commission staff.

Chairman Payne secured a quorum and welcomed all participants to the meeting.

II. Chairman's Report

Chairman Payne thanked the presidents for their hard work looking after their students with the additional support they have needed adjusting to the pandemic. He stated he is proud of our students for deciding to return to the campuses despite the challenges presented by COVID-19. Mr. Payne added that he applauds the institutions in their collaboration with the Commission staff in creating a final funding formula.

III. Chancellor's Report

Chancellor Sarah Armstrong Tucker reported that as a member of the Faculty Merit Foundation of West Virginia Board she offered to announce at this Commission meeting the winner and finalists of the Foundation's Professor of the Year Award. They were:

Winner: Dr. Stephen F. Criniti of West Liberty University
Finalists: Dr. Michael Fultz of West Virginia State University
Dan Hollis of Marshall University
Dr. Julie Reneau of Fairmont State University
Dr. Michael Smith of Bluefield State College

Chancellor Tucker congratulated the faculty members and invited Dr. Criniti to speak. She then asked Mr. Kelley Castleberry from Graystone Consulting, a Foundation board member, to speak on behalf of the Faculty Merit Foundation.

IV. Updates from Constituent Groups

A. Advisory Council of Classified Employees

Ms. Jenna Derrico, Chair of the Advisory Council of Classified Employees and an employee at West Virginia Northern Community and Technical College, provided an update on behalf of classified employees. Ms. Derrico focused on allowing staff participation in the development of the funding formula as well as in the classification market study. She invited Commission classified staff to attend the upcoming meetings of the Council. Ms. Derrico mentioned that the Council is pleased to have good communication with the Commission and its staff.

B. Advisory Council of Students

Ms. Alyssa Parks, Chair of the Advisory Council of Students and a student at Marshall University, reported on behalf of the students. Ms. Parks stated that the Council is working closely with Carolyn Canini, the Commission's Director of Behavioral Health Programs, in training and projects that support student mental health in all campuses. She added that upcoming Council projects include the Month of Service in March, a food-drive competition, the community clean-up campaign and other endeavors.

C. Advisory Council of Faculty

The Advisory Council of Faculty did not provide an update.

V. Update from Council of Presidents

Dr. Mirta Martin, President of Fairmont State University, reported on behalf of the Council of Presidents. Dr. Martin stated that the presidents continue to work with Policy Commission staff on the creation of the performance-based funding formula. She thanked the members of the Legislature for listening to their concerns and praised Chancellor Tucker for carrying the campuses' message to the Legislature and the Governor.

President Martin conveyed to President Jerome Gilbert, who will be leaving Marshall University at the end of December, her gratitude and that of the presidents for his friendship and leadership.

VI. Consent Agenda

A. Approval of Minutes

B. Presentation of 2021 Financial Aid Comprehensive Report

C. Report on Program Review

Commissioner Farrell moved to approve item A. on the consent agenda, approval of minutes of the Commission meeting held on October 4, 2021. Commissioner Lewis Jackson seconded the motion. Motion passed.

Items B. and C. on the consent agenda were informational reports included with the agenda packet.

VII. Revocation of Authorization to Confer Degrees in West Virginia

This item was moved forward on the agenda to accommodate travel for Ohio Valley administrators. Dr. Randall Brumfield provided information regarding the revocation of authority for Ohio Valley University to confer degrees in West Virginia.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission revokes Ohio Valley University's authorization to confer degrees in the State of West Virginia effective June 30, 2022.

Further Resolved, That the West Virginia Higher Education Policy Commission authorizes the Chancellor to enter an order directing the steps Ohio Valley University must take to wind down its operations pending loss of its authorization, which steps shall include, but not be limited to, not accepting or enrolling new students beginning with the Spring 2022 semester; not returning any current students to campus for the Spring 2022 semester, except for students scheduled to graduate at the end of the semester who wish to return to complete their degrees; developing and executing appropriate plans related to the teach-out and/or transfer of currently enrolled students; providing transcripts and financial aid records and/or assistance to students; and any other necessary and appropriate student services.

Commissioner Lewis Jackson seconded the motion. Motion passed.

VIII. Fiscal Year 2021 Consolidated Audit Presentation

Dr. Edward Magee, Vice Chancellor of Finance, provided an overview of the fiscal year 2021 consolidated audit presentation.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission accepts the audited financial report for the Higher Education Fund for the fiscal year ending June 30, 2021.

Commissioner Dailey seconded the motion. Motion passed.

IX. Approval of Capital Project Priorities

Ms. Noel Knille, Director of Facilities and Sustainability, gave an overview of the proposed capital project priorities.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission approves the prioritized capital project list and directs staff to report the capital project priorities to the Legislative Oversight Commission on Education Accountability in January as

statutorily required.

Commissioner Dailey seconded the motion. Motion passed.

X. Approval of Suspension of the Assessment Standards for the Underwood-Smith Teaching Scholars Program

Mr. Brian Weingart gave an overview of the proposed suspension of the assessment standards for the Underwood-Smith Teaching Scholars Program.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission approves suspension of the college-ready assessment standards for the Underwood-Smith Teaching Scholars application process.

Commissioner Lewis Jackson seconded the motion. Motion passed.

XI. Review of 2017 Probationary Programs

Ms. Nikki Bryant provided a review of the programs that were placed on probation in 2017 for failing to meet the required standards.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission recommends the termination of twenty-two programs that fail to meet the productivity standards as provided in Series 10, Policy Regarding Program Review.

Further Resolved, That this recommendation be forwarded to the appropriate institutional governing boards for final action and that the action taken be reported to the Chancellor.

Commissioner Lewis Jackson seconded the motion. Motion passed.

XII. Program Productivity Review

Ms. Nikki Bryant provided an overview of the results of the biennial program productivity review.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission recommends to the respective institutional governing boards that the designated low-productivity programs be placed on probationary status in accordance with Series 10, Procedural Rule, Policy Regarding Program Review.

Commissioner Dailey seconded the motion. Motion passed.

XIII. Report on Textbook Affordability

Dr. Corley Dennison, Vice Chancellor Emeritus of Academic Affairs, provided a report on textbook affordability. He stated that because of the focus to implement the Open Education Resources (OER) initiative to reduce the rising cost of textbooks, institutions were asked to report on their progress in this area and to report additional information on efforts to reduce textbook costs for students. Dr. Dennison summarized the results of OER at each institution.

XIV. Approval of Master of Business Administration Program

Dr. Randall Brumfield, Vice Chancellor of Academic Affairs, gave an overview of the proposed Master of Business Administration Program at Bluefield State College.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission approves the Master of Business Administration program at Bluefield State College, for implementation in August 2022. This approval expires two years from the date of Commission approval if the program is not fully implemented.

Commissioner Dailey seconded the motion. Motion passed.

XV. Approval of Master of Arts in Education and Master of Arts in Curriculum and Instruction

Dr. Randall Brumfield gave an overview of the proposed Master of Arts in Education and Master of Arts in Curriculum and Instruction degrees at Glenville State College.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission approves the Master of Arts in Education and Master of Arts in Curriculum and Instruction degrees at Glenville State College, for implementation in August 2022. This approval expires two years from the date of Commission approval if the programs are not fully implemented.

Commissioner Lewis Jackson seconded the motion. Motion passed.

XVI. Approval of University Status

Dr. Randall Brumfield provided information regarding Glenville State College's request to be granted university status.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission approves the designation of university status for Glenville State College.

Commissioner Dailey seconded the motion. Motion passed.

XVII. Additional Board Action and Comments

Chancellor Tucker paid tribute to departing Marshall University President Jerome Gilbert, thanking him for being a great partner in higher education.

XVIII. Adjournment

There being no further business, Commissioner Farrell moved to adjourn the meeting. Commissioner Lewis Jackson seconded the motion. Motion passed.

Andrew A. Payne, Chairman

Diana Lewis Jackson, Secretary

DRAFT MINUTES

WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION SPECIAL MEETING

January 5, 2022

I. Call to Order

Chairman Andrew A. Payne convened a special meeting of the West Virginia Higher Education Policy Commission on January 5, 2022, at 2:00 p.m., by Zoom videoconference and conference call. The following Commission members participated: Christina Cameron, Ex-Officio; James W. Dailey; Michael J. Farrell; Diane Lewis Jackson; Andrew A. Payne and Donna L. Schulte. Absent was Commissioner Clayton Burch, Ex-Officio. Other participants included state college and university representatives, Chancellor Sarah Armstrong Tucker, Higher Education Policy Commission staff, and others.

Chairman Payne secured a quorum and gave a brief overview of the agenda.

II. Approval of Presidential Search Procedure

Chancellor Sarah Tucker gave an overview of the proposed presidential search procedure as submitted by West Virginia State University.

Commissioner Farrell moved approval of the following resolution:

Resolved, that the West Virginia Higher Education Policy Commission approves the Presidential Search Procedure adopted by the West Virginia State University Board of Governors.

Commissioner Dailey seconded the motion. Motion passed.

III. Additional Board Action and Comment

There was no additional Board action or comment.

IV. Adjournment

There being no further business, Commissioner Farrell moved to adjourn the meeting. Commissioner Dailey seconded the motion. Motion passed.

Andrew A. Payne, Chairman

Diana Lewis Jackson, Secretary

DRAFT MINUTES

WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION SPECIAL MEETING

February 16, 2022

I. Call to Order

Chairman Andrew A. Payne convened a special meeting of the West Virginia Higher Education Policy Commission on February 16, 2022, at 9:30 a.m., by teleconference and Zoom video. The following Commission members participated: Christina Cameron, Ex-Officio; James W. Dailey; Michael J. Farrell; Diane Lewis Jackson; and Andrew A. Payne. Other participants included state college and university representatives, Chancellor Sarah Armstrong Tucker, Commission staff, and others.

Chairman Payne secured a quorum and gave a brief overview of the agenda.

II. Approval of Eligibility Requirements, Annual Award Amount, and Summer Awards for the Promise Scholarship Program

Mr. Brian Weingart, Senior Director of Financial Aid, gave an overview of the proposed items for approval.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission approves proposed eligibility requirements, the annual award amount, and summer awards for the Promise Scholarship Program

Commissioner Dailey seconded the motion. Motion passed.

III. Approval of Fiscal Year 2023 Distribution Plan for the West Virginia Higher Education Grant

Mr. Weingart provided an overview of the proposed item for approval.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission approves the proposed Fiscal Year 2023 Distribution Plan for the West Virginia Higher Education Grant Program.

Commissioner Lewis Jackson seconded the motion. Motion passed.

IV. Approval of Conveyance by Deed of Property within the West Virginia Regional Technology Park to the West Virginia Department of Transportation, Division of Highways

Ms. Kristin Boggs, General Counsel, provided an overview of the proposed item for approval.

Commissioner Farrell moved approval of the following resolution:

Resolved, That the West Virginia Higher Education Policy Commission accepts the offer of the West Virginia Department of Transportation, Division of Highways to transfer to it certain rights in approximately 3.95 acres of property at the West Virginia Regional Technology Park in exchange for \$225,000.

Further Resolved, That the West Virginia Higher Education Policy Commission authorizes the Chancellor to execute the deed and any other legal documentation necessary to effectuate this transfer.

Commissioner Lewis Jackson seconded the motion. Motion passed.

V. Additional Board Action and Comment

Chancellor Tucker mentioned that she will discuss with the campus presidents how to increase the enrollment of adult students.

Chancellor Tucker commented on the success of the Academic Showdown competitions among the State high schools; she encouraged Commissioners and members of the audience to attend the upcoming session on Saturday, February 19, at West Virginia State University, and the final competition on March 25 at the Culture Center. She added that sessions were held at Marshall University, Shepherd University and Concord University, and that due to unforeseen circumstances, the competition at West Virginia University was cancelled.

VI. Adjournment

There being no further business, Commissioner Dailey moved to adjourn the meeting. Commissioner Farrell seconded the motion. Motion passed.

Andrew A. Payne, Chairman

Diana Lewis Jackson, Secretary

**West Virginia Higher Education Policy Commission
Meeting of May 12, 2022**

ITEM: Marshall University Rural Surgical Residency Accreditation

INSTITUTION: Marshall University

RECOMMENDED RESOLUTION: Information Item

STAFF MEMBER: Cynthia Persily

BACKGROUND:

Marshall Community Health Consortium Rural Surgery Residency Program has become the very first officially designated, separately accredited ACGME Rural Track Program in Surgery (and across all specialties) in the United States. Planning of this rural residency program was funded by the Commission's Division of Health Sciences through the Rural Residency Grant Program, and Marshall University leveraged these funds to obtain federal funding from the Health Resources Service Administration (HRSA). Surgery residents will receive a majority of their training at Logan Regional Medical Center in this program through Marshall University-affiliated surgeons.

**West Virginia Higher Education Policy Commission
Meeting of May 12, 2022**

ITEM: Approval to Offer Courses at a New Location

INSTITUTIONS: Marshall University and Glenville State University

RECOMMENDED RESOLUTION: *Resolved,* That the West Virginia Higher Education Policy Commission approves Marshall University's request to offer the Bachelor of Science in Nursing degree on the campus of Glenville State University, effective fall 2023.

STAFF MEMBER: Randall Brumfield

BACKGROUND:

Marshall University and Glenville State University have developed a partnership that intends to alleviate West Virginia's nursing shortage and offer an educational opportunity that is not currently available in the central part of the state. Beginning in fall 2023, Marshall University plans to extend the existing Bachelor of Science in Nursing (BSN) program to a second location: the Glenville State University campus.

A Consortium Agreement between the two institutions is attached, along with a letter from Glenville State University that outlines the program. Per the agreement, Glenville State University students may apply to Marshall University as transfer students. If admitted to the Marshall nursing program, they will become Marshall University students while remaining on the Glenville campus. Those students will pay tuition and fees to Marshall University and will receive a Marshall University degree upon successful completion of the program.

Consistent with Series 11, Procedural Rule, Submission of Proposals for Academic Programs at Public Regional Institutions and the Monitoring and Discontinuance of Existing Programs, Commission approval is required for an institution to offer an existing baccalaureate program in a new location. Staff recommends approval of this request.



Office of the President

March 9, 2022

Dr. Sarah Tucker, Chancellor
Higher Education Policy Commission
1018 Kanawha Boulevard East
Charleston, West Virginia 25301

Dear Chancellor Tucker:

We are excited to share with you the development of a new and novel partnership between Glenville State University and Marshall University that will help address nursing shortages in West Virginia.

Marshall University will bring its Bachelor of Science in Nursing to the Glenville campus, starting Fall 2023. This will be an extension of the MU program, which will add seats to its current programs, but will be physically located in central West Virginia, where there currently are no nursing programs available to its residents. Marshall University will administer the BSN, i.e. admissions into the program, hiring of faculty, the purchasing of the equipment, delivery of nursing curriculum, etc. in collaboration with Glenville State University. Attached is the Memorandum of Understanding for your review.

Glenville State University will provide a physical location for the MU BSN, and run a pre-nursing program that parallels the one at MU. All students admitted into the pre-nursing program at Glenville State University will be initially admitted in the GSU AA of General Studies, so that they are eligible for financial aid. These students will apply to the nursing MU program in the spring semester and be notified in March if they are admitted into the program. Students admitted into the MU BSN will transfer and become MU students. Students not admitted will have other options at GSU, including BS Health Promotions, BS Behavioral Sciences, and BS Biology, and BA Chemistry, to list a few. GSU also anticipates benefiting from an enrollment bump due to students participating in the new pre-nursing program. Glenville State University currently is in the process of developing a College of Health Sciences, which would house Pre-nursing and Nursing, Health Promotions, Athletic Training (this would be a new program), Bachelor in Health Sciences (this would be a new program), to list a few. Once established, all pre-nursing students will be enrolled into one of the programs housed in the College of Health Sciences.

As part of the signed Consortium agreement, Glenville will also pay a subsidy to MU to offset the expense of having a program on the GSU campus. Furthermore, MU and GSU are committed to the Nursing Program on the GSU campus transitioning to GSU by the end of the 10-year agreement.

The current arrangement does not require the development of any new academic programs, and does not represent the creation of a joint academic program, but will require approval by the appropriate accreditation bodies. It is our understanding that there are no other partnerships like this in the State of West Virginia and, due to the uniqueness of this arrangement, we have been asked to share this program with the WVHEPC.

Sincerely,

Dr. Mark A. Manchin
President

xc: Dr. Cynthia Persily, Vice Chancellor for Health Sciences

Attachment: MOU

CONSORTIUM AGREEMENT

This Consortium Agreement (“**Agreement**”) is made on this 29 day of October, 2021 (the “**Effective Date**”) between Glenville State College (“**Glenville**”), and Marshall University (“**Marshall**”, or jointly “**Educational Institutions**”).

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 pre-licensure 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 DIRECTOR

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

- B. The Program Director will be employed by Marshall and may, on an as-needed basis, be appointed to an adjunct faculty position at Glenville.
- C. The Program Director shall act as a liaison between the Educational Institutions and the Advisory Board
- D. The Program Director 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 Director 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, 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 (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 Director 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 Director. If the Program Director 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 students in the BSN Program will be undertaken by the advisors at Glenville in conjunction with Marshall University School of Nursing Faculty.
- 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 student enrolled in the Program shall be in accordance with policies of the respective Educational Institutions.

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 approved by State Nursing Board;
 - 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 Director 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.

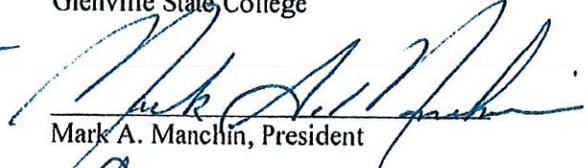
By Signature:

Marshall University


Jerome Gilbert, President

Nov. 1, 2021
Date

Glenville State College


Mark A. Manchin, President

Oct 29, 2021
Date

	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											
Labor Pool/Contingency	-	-	-	-	300	909	1,536	2,182	2,847	3,532	4,238
PT CFB	-	-	-	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	-	16,793	17,296	31,075	33,748	34,760	35,803	36,877	37,983	39,122	40,296
Total Operating Expenses	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
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Net Operations	(8,000)	(107,818)	(52,100)	(84,374)	(37,289)	(40,704)	(44,204)	(47,784)	(51,450)	(55,196)	(59,027)
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	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

MU Capital Outlay & Recovery (Cash Basis)

Capital Requirements

Furniture	82,000	-	-	-	-	-	-	-	-	-	-
Simulators & Equipment	172,000	-	-	-	-	-	-	-	-	-	-
Other Reusable Equipment	28,000	-	-	-	-	-	-	-	-	-	-
Total Capital Required	282,000	-	-	-	-	-	-	-	-	-	-

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)	-

GSC 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	1,691,013	1,906,134

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

NAME:

901

Freshman Level Courses					
Fall Semester			Spring Semester		
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)		
Sophomore 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 Level Courses					
Fall Semester			Spring Semester		
Course	Grade	Semester	Course	Grade	Semester
NUR 318 (2)			NUR 322 (5)		
NUR 321 (5)			NUR 328 (5)		
NUR 327 (5)			NUR 416 (3)		
NUR 350 (3) Also offered in summer online if student wish to take between sophomore and junior year			Core 2 (3)		
Senior Level Courses					
Fall Semester			Spring Semester		
Course	Grade	Semester	Course	Grade	Semester
NUR 414 (5)			NUR 422 (5)		
NUR 419 (3)			NUR 425 (3)		
NUR 400 (3)			NUR 421 (5)		
NUR 408 (4)			Core 2 (3)		
Core 1 Requirements					
	Course	Grade	Semester		
***Critical Thinking					
***Critical Thinking					
Core 2 Requirements					
	Course	Grade	Semester		
Fine Arts (3)					
Humanities (3)					
**WAC course (3)					
**WAC course (3)					

Total Credit Hours: 121 minimum required for graduation with BSN

*MTH 121 or 125 is preferred because of CT designation, any math higher than 121 is accepted except statistics

** 6 hours of writing intensive (WAC) courses required

*** 6 hours of critical thinking coursework required

FIRST ADDENDUM TO CONSORTIUM AGREEMENT

This First Addendum to Consortium Agreement dated this ___ day of ____, 2022, between Glenville State University and Marshall University, wherein the Educational Institutions agree as follows:

Whereas, Glenville State College, now Glenville State University (“Glenville”) and Marshall University (“Marshall”) entered into a Consortium Agreement dated October 29, 2021, to permit Marshall to offer a BSN degree in nursing in the Fall of 2023 (the “**Nursing Program**”); and

Whereas, the Educational Institutions now wish to amend and modify the Agreement.

Wherefore, the Educational Institutions agree as follows:

1. First Paragraph. The first paragraph shall be amended by striking the Glenville State College and replacing with Glenville State University, to reflect the name change of the institution.
2. Section 1 The Nursing Program shall be amended by adding a Sections A, G and H which shall read as follows:
 - A. For the purposes of the Agreement, the term “Nursing Program” shall at all times mean the Marshall University Nursing Program.
 - G. The term “Annual Subsidy” is hereby defined as the mutually agreed upon amount Glenville will pay to Marshall to subsidize Nursing Program expenditures.
 - H. Glenville will advertise and promote the BSN Nursing Program to its students, especially those entering Glenville as Freshmen students.

All original part letters shall advance by one letter.

3. Section 6. Admissions Into the Nursing Program shall be stricken in its entirety and shall be replaced as follows:

6. ADMISSIONS AND ENROLLEMENT

- A. Students will be admitted to Glenville as Glenville students (typically at the freshman level) and will transfer to Marshall (typically at the sophomore level) when they are admitted as Marshall BSN students.
- B. When students are admitted to and enrolled in the Nursing Program through Marshall, they will pay Marshall tuition and fees, including the Nursing Program fee and the College of Health Professions fee to Marshall. Marshall will also collect relevant fees on behalf of Glenville for housing, or other services and remit the same to Glenville after any applicable refund period for each term.

- C. All Students will be held to the same admission standards, deadlines and fees, as all other applicants to Marshall and the Marshall BSN. There is no guarantee of admission for Glenville Students into the Marshall BSN.

Section 7. Students will be stricken in its entirety and amended to read as follows:

7. STUDENTS

- A. To be accepted by Marshall as sophomores, Glenville Students will apply, in their Freshman year, for admission to Marshall as a “Transfer Student,” prior to enrolling in Marshall coursework.
- B. Nursing Students admitted and enrolled in the Nursing Program will apply for financial aid at Marshall.
- C. Students will register for classes at the Educational Institution in which they are admitted and enrolled. Information about the required Nursing Program courses will be available at the Glenville campus to facilitate student registration.
- D. All coursework shall be graded in accordance with the policy and procedure of the Educational Institution providing the course.
- E. Student course records and evaluations will reside with the Educational Institution that delivers the course.
- F. Students who show serious deficiencies in the Nursing Program’s academic courses will be referred to the Program Director for academic consultation.
- G. Students enrolled in the Nursing Program will receive the same level of student support services available to other Glenville students at the applicable Educational Institution to include library services, academic advising, and use of on-campus facilities and services.
- H. 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 Institution’s policies regarding receipt of these services. Glenville will cooperate with Marshall in providing its Nursing Student with any necessary accommodations as required by the Americans with Disabilities Act. Any Nursing Student who is requesting an accommodation or believes they are not receiving appropriate accommodations should contact the Marshall University Office of Disability Services.
- I. Advisement of students in the BSN Program will be undertaken by the advisors at Glenville in conjunction with Marshall University School of Nursing Faculty.
- J. Issues of academic dishonesty or student conduct will be addressed in keeping with the policies of the Educational Institution in which the Student is admitted and enrolled.
- K. To the extent that academic dishonesty or student conduct issues arise that 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.
- L. Suspension or termination of a student shall be in accordance with policies of the respective Educational Institutions to which they are enrolled and admitted.
- M. Students admitted and enrolled in the Nursing Program will be required to adhere to

the Glenville Code of Student Conduct and the Marshall Code of Student Conduct.

- N. Students who are accused of violating the Marshall University or Glenville student codes of conduct will be adjudicated by Marshall University. Glenville will immediately notify Marshall of such allegations. In addition, Glenville will fully cooperate in any disciplinary proceedings which may arise due to such allegations.
- O. Glenville will immediately notify the Marshall University Police Department if any Nursing Program Student is accused of any criminal offense or activity while on the Glenville Campus.

4. Section 9. CURRICULUM shall be amended as follows:

Part F. shall read as follows:

- F. Marshall will submit a substantive change document to the Accreditation Commission of Nursing Education (ACEN) for a new off campus instructional site.

Part G. will be added as follows:

- G. Marshall will add Glenville as an additional location with the Higher Learning Commission six (6) weeks prior to the beginning of the Program.

5. Section 10. ASSESSMENT shall be amended as follows:

Part A.ii. shall be deleted in its entirety and amended to read as follows:

- ii. An annual assessment plan that includes alignments between the program's mission, expected student learning outcomes, assessment measures, and courses in which designated assessment measures will be used to evaluate student performance in each learning outcome at specific points in the curriculum will be submitted. Annual assessment of student learning that documents results, and analysis, of student performance on each learning outcome at specified points in the curriculum will be submitted. The Nursing program will outline a plan to make appropriate curricular or pedagogical changes (if needed based on the analysis of student performance on its learning outcomes) to improve student learning.

6. Section 11. TUTION AND FEES shall be amended as follows:

The following parts shall be amended to read as follows:

- A. Students enrolled in 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 Program 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 based upon the credit hours for which the Student is enrolled. 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.

D. For students that transfer and are enrolled into the Nursing Program at Glenville, Marshall will be responsible for collecting the tuition and fees for the Nursing Program courses.

E. Marshall and Glenville will enter into Third Party Contracts, as necessary, to cover the cost of any courses delivered by Glenville to the Nursing Program Students.

All other parts of Section 12 shall remain the same.

7. Section 12. RECORDS shall be amended by striking Part B in its entirety.

All other parts of the Consortium Agreement shall remain unchanged.

By Signature:

Marshall University

Glenville State University

Brad Smith, President

Mark A. Manchin, President

Date

Date

**West Virginia Higher Education Policy Commission
Meeting of May 12, 2022**

ITEM: Approval of Bachelor of Science in Nursing

INSTITUTION: Concord University

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia Higher Education Policy Commission approves the Bachelor of Science in Nursing at Concord University, for implementation in Spring 2023. This approval expires two years from the date of Commission approval if the program is not fully implemented.

STAFF MEMBER: Randall Brumfield

BACKGROUND:

The proposed Bachelor of Science in Nursing (BSN) is a 120 credit-hour program that Concord University plans to begin offering in the spring of 2023. Designed to prepare students for entry into practice, the program will focus on meeting rural healthcare needs to help address the shortage of registered nurses in southern West Virginia. Concord University received \$1.5 million in grant funding from Governor Jim Justice's Nursing Expansion Project (administered by the Commission) for this program.

The full program proposal may be found here:

<https://www.wvhepc.edu/wp-content/uploads/2022/05/Concord-BSN-Proposal-May-2022.pdf>

The BSN program will consist of a general education core of 40 semester credit-hours, 15 credit-hours of electives and prerequisites, and 65 credit-hours of courses in the Nursing curriculum. In addition to traditional delivery requiring 120 credit-hours, a second pathway offers students that hold an RN to complete the bachelor's degree with 30 credit-hours of online coursework. Students who have completed a baccalaureate degree in another field may pursue an accelerated pathway that will lead to a BSN within two years. Upon completion of the BSN program or the second-degree program, students will be eligible to sit for the National Council Licensure Examination for the registered nurse (NCLEX-RN). Students enrolled in the RN-BSN program are already licensed prior to enrollment.

Initial personnel needs for the BSN program are expected to include a program director, four faculty, an instructional designer, and a program associate. Total faculty and staff FTE is expected to increase from 7 to 14 over the first five years of implementation.

Enrollment is expected to increase from a headcount of 35 students to 197 students in the first five years. Approximately 80% of enrollment is projected to be full-time equivalent.

The operating resource requirements have been supplemented by the \$1.5 million award from the state of West Virginia during the first year. Compared to award revenues, the program will provide a marginal contribution through tuition and fee revenue in year one (\$581,774); however, this will increase each year as the program grows. Concord expects the program to yield sufficient revenues in the second through fifth years to contribute to indirect expenses, generating \$2.91 million by 2027. The financial projections are based on the assumptions that 90% of the students enrolled in the classes will be in-state residents and that 10% of the students enrolled will be drawn from out-of-state. Tuition increases of 3% are projected after the first year.

The proposal for the new degree program has been approved by the Concord University Board of Governors. The University will pursue approval from the Higher Learning Commission (HLC), to be obtained prior to Spring 2023.

The following is recommended by Commission staff:

- The Bachelor of Science in Nursing program with three pathways at Concord University be approved for implementation in Spring 2023 pending HLC approval.
- If the program is not fully implemented by June 2024, the program will no longer be considered approved by the West Virginia Higher Education Policy Commission and must be resubmitted for review and approval.
- In the 2026-27 academic year, the Commission will conduct a post-audit review of the program to assess progress towards successful implementation.

**West Virginia Higher Education Policy Commission
Meeting of May 12, 2022**

ITEM: Approval of University Status

INSTITUTION: Bluefield State College

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia Higher Education Policy Commission approves the designation of university status for Bluefield State College.

STAFF MEMBER: Randall Brumfield

BACKGROUND:

The criteria for university status, approved by the Commission in 2002, are:

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 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.

The Commission approved Bluefield State College to offer the Master of Business Administration program at its December 10, 2021 meeting. The program was approved by the Higher Learning Commission on January 25, 2021.

Bluefield State College supports the offering of graduate programs in its mission statement as currently written.

Bluefield State College has indicated that currently 66 percent of its tenured and tenure track faculty hold terminal degrees.

As authorized in W. Va. Code §18B-2A-6, once approval for university status is granted by the Commission, the Board of Governors of the institution must affirm the university designation and set a date for the official name change. Past references to Bluefield State College will remain in the Code until the Legislature changes in statute all past references.

**West Virginia Higher Education Policy Commission
Meeting of May 12, 2022**

ITEM: Approval of Bond Refunding

INSTITUTION: Concord University

RECOMMENDED RESOLUTION: Resolved, that the Higher Education Policy Commission approves the refunding of the Concord University Board of Governors Revenue Bonds, Series 2014, and authorizes and confirms the financing of the costs of these refundings and the related expenses through the issuance of refunding revenue bonds in the aggregate principal amount of not more than \$15 million.

STAFF MEMBER: Ed Magee

BACKGROUND:

The Commission is being asked to approve the refunding of Concord University's bonds, Series 2014. These bonds are subject to optional redemption on or after June 1, 2022.

The Series 2022 Bonds are being issued by Concord University to pay the costs of the refundings and the related expenses. Piper Sandler & Co. is the underwriter and Jackson Kelly PLLC is the Bond Counsel. Steptoe & Johnson PLLC is serving as the underwriter's counsel. It is anticipated that the all-in true interest costs of these bonds will be about 3.57%. The present value of the savings is estimated to be about \$538,000 and the cost of issuance and bond insurance are about \$294,000. These estimates are based upon a preliminary analysis using March 2022 market data prepared by Piper Sandler. Debt service will be made in semi-annual payments from June 1, 2023 through June 1, 2045.

The following documents are provided to support this request:

- Resolution
- Refunding Analysis
- Draft First Supplemental Indenture
- Financial Feasibility Study

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Concord University Board of Governors
Revenue Refunding Bonds, Series 2022
Scenario: Baa3 Rating (Stable Outlook) with Insurance

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BOND PRICING

Concord University Board of Governors
 Revenue Refunding Bonds, Series 2022
 Scenario: Baa3 Rating (Stable Outlook) with Insurance

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Serial Bond:								
	06/01/2024	340,000	5.000%	1.640%	106.521			
	06/01/2025	355,000	5.000%	1.840%	109.123			
	06/01/2026	375,000	5.000%	2.030%	111.301			
	06/01/2027	390,000	5.000%	2.150%	113.392			
	06/01/2028	410,000	5.000%	2.280%	115.125			
	06/01/2029	430,000	5.000%	2.400%	116.618			
	06/01/2030	455,000	5.000%	2.520%	117.826			
	06/01/2031	475,000	5.000%	2.600%	119.111			
	06/01/2032	500,000	5.000%	2.710%	119.907			
	06/01/2033	525,000	5.000%	2.770%	119.328	C 2.929%	06/01/2032	100.000
	06/01/2034	550,000	5.000%	2.820%	118.848	C 3.104%	06/01/2032	100.000
	06/01/2035	580,000	5.000%	2.850%	118.561	C 3.237%	06/01/2032	100.000
	06/01/2036	605,000	5.000%	2.870%	118.370	C 3.344%	06/01/2032	100.000
	06/01/2037	635,000	5.000%	2.890%	118.180	C 3.437%	06/01/2032	100.000
	06/01/2038	670,000	5.000%	2.910%	117.990	C 3.519%	06/01/2032	100.000
	06/01/2039	705,000	5.000%	2.930%	117.800	C 3.591%	06/01/2032	100.000
	06/01/2040	740,000	5.000%	2.950%	117.611	C 3.655%	06/01/2032	100.000
		8,740,000						
Term Bond due 2045:								
	06/01/2045	4,195,000	4.000%	3.260%	106.260	C 3.597%	06/01/2032	100.000
		12,935,000						

Dated Date	06/08/2022	
Delivery Date	06/08/2022	
First Coupon	12/01/2022	
Par Amount	12,935,000.00	
Premium	1,732,378.75	
Production	14,667,378.75	113.392955%
Underwriter's Discount	-70,883.80	-0.548000%
Purchase Price	14,596,494.95	112.844955%
Accrued Interest		
Net Proceeds	14,596,494.95	

Notes:
 Preliminary Analysis - Rates as of March 8, 2022
 June 1, 2032 Par Call

SOURCES AND USES OF FUNDS

Concord University Board of Governors
 Revenue Refunding Bonds, Series 2022
 Scenario: Baa3 Rating (Stable Outlook) with Insurance

Dated Date 06/08/2022
 Delivery Date 06/08/2022

Sources:

Bond Proceeds:

Par Amount	12,935,000.00
Premium	1,732,378.75

14,667,378.75

Uses:

Refunding Escrow Deposits:

Cash Deposit	14,300,996.20
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Delivery Date Expenses:

Cost of Issuance	155,000.00
Underwriter's Discount	70,883.80
Bond Insurance (estimated at 65 bps)	138,682.64
	<hr/> 364,566.44

Other Uses of Funds:

Additional Proceeds	1,816.11
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14,667,378.75

Notes:

Preliminary Analysis - Rates as of March 8, 2022
 June 1, 2032 Par Call

BOND DEBT SERVICE

Concord University Board of Governors
 Revenue Refunding Bonds, Series 2022
 Scenario: Baa3 Rating (Stable Outlook) with Insurance

Period Ending	Principal	Coupon	Interest	Debt Service
06/01/2023			593,040	593,040
06/01/2024	340,000	5.000%	604,800	944,800
06/01/2025	355,000	5.000%	587,800	942,800
06/01/2026	375,000	5.000%	570,050	945,050
06/01/2027	390,000	5.000%	551,300	941,300
06/01/2028	410,000	5.000%	531,800	941,800
06/01/2029	430,000	5.000%	511,300	941,300
06/01/2030	455,000	5.000%	489,800	944,800
06/01/2031	475,000	5.000%	467,050	942,050
06/01/2032	500,000	5.000%	443,300	943,300
06/01/2033	525,000	5.000%	418,300	943,300
06/01/2034	550,000	5.000%	392,050	942,050
06/01/2035	580,000	5.000%	364,550	944,550
06/01/2036	605,000	5.000%	335,550	940,550
06/01/2037	635,000	5.000%	305,300	940,300
06/01/2038	670,000	5.000%	273,550	943,550
06/01/2039	705,000	5.000%	240,050	945,050
06/01/2040	740,000	5.000%	204,800	944,800
06/01/2041	775,000	4.000%	167,800	942,800
06/01/2042	805,000	4.000%	136,800	941,800
06/01/2043	840,000	4.000%	104,600	944,600
06/01/2044	870,000	4.000%	71,000	941,000
06/01/2045	905,000	4.000%	36,200	941,200
	12,935,000		8,400,790	21,335,790

Notes:

Preliminary Analysis - Rates as of March 8, 2022
 June 1, 2032 Par Call

SAVINGS

Concord University Board of Governors
Revenue Refunding Bonds, Series 2022
Scenario: Baa3 Rating (Stable Outlook) with Insurance

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 06/08/2022 @ 3.0410700%
06/01/2023	985,518.76	593,040.00	392,478.76	380,917.23
06/01/2024	984,518.76	944,800.00	39,718.76	36,982.37
06/01/2025	987,518.76	942,800.00	44,718.76	40,417.95
06/01/2026	987,987.50	945,050.00	42,937.50	37,658.37
06/01/2027	987,387.50	941,300.00	46,087.50	39,269.72
06/01/2028	985,062.50	941,800.00	43,262.50	35,757.55
06/01/2029	987,212.50	941,300.00	45,912.50	36,857.34
06/01/2030	983,000.00	944,800.00	38,200.00	29,713.60
06/01/2031	986,200.00	942,050.00	44,150.00	33,373.04
06/01/2032	983,400.00	943,300.00	40,100.00	29,389.55
06/01/2033	984,800.00	943,300.00	41,500.00	29,528.49
06/01/2034	985,200.00	942,050.00	43,150.00	29,808.65
06/01/2035	984,600.00	944,550.00	40,050.00	26,837.03
06/01/2036	983,000.00	940,550.00	42,450.00	27,624.93
06/01/2037	985,400.00	940,300.00	45,100.00	28,502.54
06/01/2038	986,600.00	943,550.00	43,050.00	26,403.41
06/01/2039	986,600.00	945,050.00	41,550.00	24,735.86
06/01/2040	985,400.00	944,800.00	40,600.00	23,466.21
06/01/2041	983,000.00	942,800.00	40,200.00	22,562.70
06/01/2042	984,400.00	941,800.00	42,600.00	23,194.21
06/01/2043	984,400.00	944,600.00	39,800.00	21,006.88
06/01/2044	988,000.00	941,000.00	47,000.00	24,080.01
06/01/2045		941,200.00	-941,200.00	-470,526.91
	21,679,206.28	21,335,790.00	343,416.28	537,560.76

Savings Summary

PV of savings from cash flow	537,560.76
Plus: Refunding funds on hand	1,816.11
Net PV Savings	539,376.87

Notes:

Preliminary Analysis - Rates as of March 8, 2022
June 1, 2032 Par Call

SUMMARY OF REFUNDING RESULTS

Concord University Board of Governors
 Revenue Refunding Bonds, Series 2022
 Scenario: Baa3 Rating (Stable Outlook) with Insurance

Dated Date	06/08/2022
Delivery Date	06/08/2022
Arbitrage yield	3.041070%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	12,935,000.00
True Interest Cost	3.376386%
Net Interest Cost	3.629453%
All-In TIC	3.571830%
Average Coupon	4.524253%
Average Life	14.355
Weighted Average Maturity	14.218
Par amount of refunded bonds	14,290,000.00
Average coupon of refunded bonds	3.970363%
Average life of refunded bonds	13.004
Remaining weighted average maturity of refunded bonds	12.855
PV of prior debt to 06/08/2022 @ 3.041070%	15,658,225.36
Net PV Savings	539,376.87
Percentage savings of refunded bonds	3.774506%
Percentage savings of refunding bonds	4.169902%

Notes:

Preliminary Analysis - Rates as of March 8, 2022
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BOND SUMMARY STATISTICS

Concord University Board of Governors
Revenue Refunding Bonds, Series 2022
Scenario: Baa3 Rating (Stable Outlook) with Insurance

Dated Date	06/08/2022
Delivery Date	06/08/2022
Last Maturity	06/01/2045
Arbitrage Yield	3.041070%
True Interest Cost (TIC)	3.376386%
Net Interest Cost (NIC)	3.629453%
All-In TIC	3.571830%
Average Coupon	4.524253%
Average Life (years)	14.355
Weighted Average Maturity (years)	14.218
Duration of Issue (years)	10.621
Par Amount	12,935,000.00
Bond Proceeds	14,667,378.75
Total Interest	8,400,790.00
Net Interest	6,739,295.05
Total Debt Service	21,335,790.00
Maximum Annual Debt Service	945,050.00
Average Annual Debt Service	928,427.95

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	Duration	PV of 1 bp change
Serial Bond	8,740,000.00	116.817	5.000%	11.138	07/28/2033	8.792	7,106.50
Term Bond due 2045	4,195,000.00	106.260	4.000%	21.058	06/29/2043	14.634	3,649.65
	12,935,000.00			14.355			10,756.15

	TIC	All-In TIC	Arbitrage Yield
Par Value	12,935,000.00	12,935,000.00	12,935,000.00
+ Accrued Interest			
+ Premium (Discount)	1,732,378.75	1,732,378.75	1,732,378.75
- Underwriter's Discount	-70,883.80	-70,883.80	
- Cost of Issuance Expense		-155,000.00	
- Other Amounts		-138,682.64	-138,682.64
Target Value	14,596,494.95	14,302,812.31	14,528,696.11
Target Date	06/08/2022	06/08/2022	06/08/2022
Yield	3.376386%	3.571830%	3.041070%

Notes:

Preliminary Analysis - Rates as of March 8, 2022
June 1, 2032 Par Call

SUMMARY OF BONDS REFUNDED

Concord University Board of Governors
 Revenue Refunding Bonds, Series 2022
 Scenario: Baa3 Rating (Stable Outlook) with Insurance

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
14_FINAL:					
SERIAL	06/01/2023	5.000%	420,000	06/08/2022	100.000
	06/01/2024	5.000%	440,000	06/08/2022	100.000
	06/01/2025	3.125%	465,000	06/08/2022	100.000
	06/01/2026	3.250%	480,000	06/08/2022	100.000
	06/01/2027	3.500%	495,000	06/08/2022	100.000
	06/01/2028	3.500%	510,000	06/08/2022	100.000
	06/01/2029	3.625%	530,000	06/08/2022	100.000
TM_2035	06/01/2035	4.000%	3,625,000	06/08/2022	100.000
TM_2039	06/01/2039	4.000%	2,940,000	06/08/2022	100.000
TM_2044	06/01/2044	4.000%	4,385,000	06/08/2022	100.000
			14,290,000		

Notes:

Preliminary Analysis - Rates as of March 8, 2022
 June 1, 2032 Par Call

ESCROW REQUIREMENTS

Concord University Board of Governors
Revenue Refunding Bonds, Series 2022
Scenario: Baa3 Rating (Stable Outlook) with Insurance

Period Ending	Interest	Principal Redeemed	Total
06/08/2022	10,996.20	14,290,000	14,300,996.20
	10,996.20	14,290,000	14,300,996.20

Notes:

Preliminary Analysis - Rates as of March 8, 2022
June 1, 2032 Par Call

The attached Financial Feasibility Study has been prepared using information and projections believed to be reliable and accurate for the purpose of estimating the demand and affordability of the proposed capital project.

John W. Galat, Jr.

Signature (Chief Financial/Fiscal Officer)

Forward original to:

West Virginia Higher Education Policy Commission
1018 Kanawha Boulevard, East, Suite 700
Charleston, WV 25301

Section 1 - General Information – To be completed for all projects.

1. Describe the project in sufficient detail so that an uninformed reader has a clear understanding of the project. Indicate whether the project is new construction, renovation/addition to an existing facility or is property acquisition.

2. Describe how the project is essential to fulfilling the institution's mission. Address the alternatives available if the project is not undertaken.

3. Is the project identified in the institution's capital appropriation request for this fiscal year? If yes, what is its priority in relation to the other projects? If no, why was it not included and why is being proposed now?

4. Is the project included in the institution's approved Ten Year Campus Masterplan? If so, what is the priority in relation to other projects in Masterplan and what is the estimated project cost identified in the Masterplan? If it is not included in the Masterplan, why is it being proposed ahead of the projects in approved in the Masterplan?

5. Describe the effect the project will have on those students or users who will financially support the project.

6. Explain how the project will affect the institution's need for student financial aid.

7. Describe the probable effects of the project on the community and environment, including changes to the value of property as a result of the project.

8. Explain how the project and its impact have been conveyed to local officials and their reaction/response.

9. Describe any other positive or negative effects the project may have.

10. Briefly describe the financing proposal. Indicate if this proposal is for a revenue bond financing, a capital lease or lease purchase, or some other less traditional financing arrangement. Indicate anticipate closing date.

11. Are specific revenues planned to support debt service or lease payments? (If so, please complete Section 3.)

___ Yes ___ No

12. What impact does the construction of this project have on the institution's compliance with federal Title IX requirements?

Private Use

13. Will any person or entity other than the institution provide (directly or indirectly) any part of debt service on the portion of the bonds issued for the project? For example, will a private business entity, private foundation or federal agency be required (or expected) to make an annual contribution toward the payment of debt service.

Yes No. If yes, please identify the person or entity and the percent of debt service to be provided.

14. Do you anticipate that any person or entity other than the institution will have a contractual right, different from the rights available to the general public or students, to use any part of the project or to use or buy goods or services produced at the project? For instance, have you contracted parking spaces in a parking deck to a nearby corporate office?

Yes No. If yes, briefly summarize the planned contractual agreement.

15. Do you contemplate any part of the project being managed or operated by any person or entity other than the institution under a management or service contract, incentive payment or other "privatized" arrangement? Examples include contracts for food service, parking service, dormitory management, bookstore management, etc.

Yes No. If yes, summarize the anticipated contractual arrangement (i.e., contract term, renewal options, compensation arrangements, etc.).

Note: These arrangements may impact whether the project is eligible for tax-exempt financing. Once tax-exempt bonds have been issued, entering into this type of contract or arrangement may affect the bond's tax-exempt status and as a result, could have an adverse affect on the bondholders. **So long as the bonds are outstanding**, the terms of any such arrangement must be reviewed and approved by the Bond Counsel and the Policy Commission staff prior to the execution of any contract.

Property Acquisition by Purchase, Lease or Lease Purchase

Property acquired by purchase, lease or lease/purchase exceeding \$1 million (\$15 million for Marshall University and West Virginia University) must be approved in advance by the Commission or Council as applicable.

16. What is the purchase price of the property? What is the appraised value of the real property and improvements? The institution must engage a licensed appraiser experienced and certified for the property being appraised. Attach a copy of the appraisal.

17. Does the institution have a Phase 1 Environmental Study for the property? If so, please provide a copy. Does the Phase 1 Study identify the need for a Phase 2 Environmental Study? If so, please provide a copy to the Phase 2 Study.

Yes No. If yes, please provide a copy. If no, this study must be performed by a firm experienced and qualified to perform this study prior to purchase. Include contact person with WV DEP.

18. Has a title search been performed? If so, are there any issues preventing the institution obtaining a general warranty deed? Are there any easements, encroachments, or encumbrances affecting the property? A title search must be performed prior to purchase.

Yes No. If yes, please provide a copy. If no, a title search must be performed prior to purchase.

19. Is the property within the property acquisition boundaries of the approved Ten Year Campus Masterplan?

Yes No. If no, the acquisition must be approved in advance by the Commission or Council as applicable no matter the dollar value.

20. Has there been an architectural/engineering firm retained for any portion of the project (feasibility study, site selection, schematic drawings)?

Yes No.

21. If so, was the firm selected and retained following West Virginia Code §18B-19-7?

Yes No.

22. If a firm has been selected, will this firm be retained as the project continues?

Yes No.

23. If a selected firm will not be retained as the project continues, will there be a separate RFP distributed to select an Architectural /Engineering firm for the next phase?

Yes No.

24. If a design firm has been selected for schematic design and/or feasibility study and/or site selection are they aware of their role, and that they will have their responsibility either fulfilled or will continue upon completion of this phase? Explain if necessary.

Yes No.

25. If a firm has been retained, have the necessary drawings and specifications been submitted to the HEPC Central Office?

Yes No.

26. Does this project fall under West Virginia Code §18B-19-8 and was it submitted as required?

___ Yes ___ No.

27. If this project is taking precedent over a deferred maintenance project submitted previously, explain here.

Section 2 – Cost Information (complete for all projects)
(not applicable to Refunding)

28. Do you anticipate the need for capitalized interest on any bond financing (i.e., to pay interest during construction)? If so, for how many months? When is construction to begin and completed? *(Interest cannot be capitalized more than six months post construction)*

29. Itemize the capital costs of the project. Estimate the costs of issuance at 2% of the cost of the project if it is to be financed by a bond issue. Please subtotal project costs net of the 2% cost of issuance and then show a gross cost of project including the cost of issuance. Note that the total cost should be used as the AMOUNT BORROWED field of the worksheet. Attach the CO-2 estimate or further estimate of project cost, if available. *(Note: The term of any financing plan or arrangement should be for 30 years or less.)*

A & E	\$
Land Acquisition	
Sitework/Utilities	
Construction	
Equipment/Furnishings	
Other Costs	
Contingencies	
Subtotal	0
Costs of Issuance (2% of Subtotal above)	
Capitalized Interest (Estimate)	
Debt Service Reserve Fund	
Original Issue Discount	
Management Fee	
Other (specify)	
Subtotal	0
Less Planned Equity Contribution by Institution	

30. What is the anticipated useful life of the project?

31. Discuss the need for a **Reserve Fund** to support the proposed project, any anticipated uses of the reserve during the life of the bonds, and the plan for replenishment of the reserve. The Reserve Fund Limit in the spreadsheet should be approximately 10% of the project cost.

32. List and describe any initial **Non-Recurring Costs** related to the project and the source of funding for each of these items.

33. List and estimate the **Incremental Annual Operating Expenses**. Provide any supporting documentation and illustrate how your estimate was made. These expenses include personnel costs, utilities, contractual services, supplies and materials, indirect costs, equipment, etc.

Section 3 - Revenue Information. (Complete for all revenue-producing projects)

34. Describe the Revenue Sources that will be used for payment of debt service and the expenses associated with these revenues. Consider what other expenses are planned to be supported by the revenues, and how much revenue will actually be available for debt service. (*Note: The term of any financing plan or arrangement should be for 30 years or less.*)

Existing approved fees from the original bond issuance (auxiliary revenues and student fees) will continue to be pledged and available for debt service along with various other operating revenues.

35. If revenues will be derived from a group of similar facilities (a system) and an increase in system revenues will be used to support the debt, provide justification for any system contribution and any marginal increase in system-wide fees.

Existing fees will support the refunded debt service. If any fee increases are implemented, it would be to support an increase in operating costs due to inflation or to support additional needed projects.

36. If revenues will be derived from just one facility of several similar facilities in a campus system, show all fees for all similar facilities and justify any differential in pricing between the facilities.

Not applicable. Revenues derived have no similar facilities in the system that are not pledged.

37. Will project revenues or revenues pledged to the payment of debt service be available prior to completion of the project? Describe the timing of revenues and when they will be available and sufficient to begin servicing the debt.

Not applicable. No new project being financed and pledged revenues are already being generated.

38. What studies have been completed to demonstrate the demand for the facility and the reliability of the revenue stream? (Attach copies if available.)

Not applicable. No new project being financed

39. If any portion of the revenues are already pledged or otherwise committed to other debt service payments, provide a schedule of debt service payments (by issue) and cumulatively. Clearly identify the portion of the revenue source that is committed or being used to pay debt service.

Not applicable. Revenues pledged to the Series 2014 bonds are not pledged to any other debt service payments.

40. If any revenues are projected to increase, explain how the projections were calculated. Do not use an automatic growth rate.

Revenues are expected to remain fairly stagnant for the foreseeable future.

41. If institutional reserves are to be used to service the debt, include the source of funds, balances for the last five years, and impact on future balances. Identify the authorization for using these funds to pay debt service and other costs.

Institutional reserves are not expected to be used to service the debt.

42. If any amounts currently used for debt service are expected to be available and used for debt service on this project (i.e., the existing debt will be retired), provide the name(s) of the existing project(s), the bond series, and the annual amount to be available. Address the status of the existing facility's physical condition and plans for repair or maintenance. Conversely, explain why any such amounts scheduled to be available are not planned for use for debt service on this project.

The current amounts pledged to the 2014 series bond debt service will be pledged to the refunding bonds debt service. No new debt has been incurred.

43. Provide a copy of the institution's debt policy approved by the Board of Governors

The debt policy approved by the Board of Governors is attached.

Using the information described above, complete Spreadsheet #2 – Revenue Components

Section 4 - General Financial Condition - Complete this section for all projects.

Provide the following FTE enrollment and admissions information

	Last 5 years				
Enrollment	FY18	FY19	FY20	FY21	FY22
Undergraduate	1853	1729	1570	1463	1387
Graduate & 1st Prof.	341	311	316	344	362
Total	2194	2040	1886	1807	1749
On-Campus	740	716	676	656	662
Off-Campus	1454	1324	1210	1151	1087
Admissions					
Applications Received	1674	1887	1640	1639	1739
Applications Accepted	1490	1545	1500	1468	1663
Students Enrolled	430	372	384	383	395
Acceptance Rate	0.8900836	0.8187599	0.9146341	0.8956681	0.9562967
Matriculation Rate	0.2885906	0.2407767	0.256	0.2608992	0.2375225

44. What is the estimated enrollment change resulting from this project?

Not applicable – no new project is being completed

45. Provide the following ratios and Composite Financial Index for the current year budget as adjusted for the project, the current year budget excluding the new project, and the two preceding fiscal years.

	Adjusted Budget FY 2021	Budgeted FY 2021	Actual FY 2020	Actual FY 2019
Ratios (Excluding OPEB liability):				
Primary Reserve Ratio	0.45	0.45	0.22	0.28
Net Operating Revenue Ratio	0.54	-0.54	-0.33	-0.11
Return on Net Assets	0.70	0.70	-0.33	-0.10
Viability Ratio	0.35	0.35	0.16	0.19
Composite Financial Index	2.05	2.05	-0.28	0.27

**Section 5 - Capital Lease Projects – Complete only if the financing involves a capital lease.
(Not applicable to refunding)**

46. Discuss the alternatives that were considered before deciding that the capital lease structure was the best option.
47. Who is the Lessor (full name and address)? Who is the Lessee (full name and address)?
48. Who will manage the facility during and after construction?
49. Who will be issuing bonds or otherwise financing the project? Will it be tax-exempt debt?
50. If debt is issued, what portion will not be tax-exempt?

**Section 6 - Public/Private Partnership & Design Build – Complete this section only if the financing involves a public/private partnership or is a design build project.
(Not applicable to refunding)**

51. Discuss the alternatives that were considered before deciding on a public/private partnership or design build as the best option.
52. Design build projects are subject to the “Design Build Procurement Act,” West Virginia Code §5-22A. The provisions of this Act must be used to select design-builders for authorized projects that are constructed and

owned, potentially owned, or ultimately owned by any agency/state institution of higher education. Please describe your plans for complying with the Design Build Procurement Act.

53. If this is a public/private partnership, please describe the nature of the arrangement and the parties involved.

54. What type of financing vehicle will be used to fund the project? (Please describe in detail)

Section 7 - Sustainability and Energy Efficiency
(Not applicable to refunding)

55. Do you have access to the most current version of the HEPC's standards for sustainability and energy efficiency?

Yes No

56. Will this project be proposed as a LEED project?

Yes No

57. If it is to be a LEED project, have you engaged with the necessary professionals to enter the process?

Yes No

58. If you have not engaged the necessary professionals, do you need assistance?

Yes No

59. If is not proposed as a LEED project are you aware of the minimal guidelines required to insure the project is completed using the most current guidelines and standards? (ASHRE 90.1, LEED – see USGBC.org website)

60. Have you explored any potential existing energy rebates available from your local utilities specific to this project?

61. Do you need further assistance in proceeding with any of the answers required in this application?

Definitions of Terms

Auxiliary and Auxiliary Capital Fees Bonds (W. Va. Code §18B-10): Revenue bonds issued to finance the planning, design, construction and equipping of an auxiliary facility i.e., Student Unions and Recreation Facilities, Residence Halls, Dining Halls, Athletic Facilities, Bookstores, Faculty and Staff Housing and other facilities not considered E&G Facilities. Auxiliary fees are pledged to pay debt service for these revenue bonds.

Capital Lease: In accordance with the Financial Accounting Standards Board (FASB), capital leases are defined as leases which meet any one (or more) of the following criteria:

- 1) Transfer of ownership of the property to the lessee at the end of the lease term;
- 2) Bargain purchase option at the end of the lease term;
- 3) Lease term equal to 75% or more of the estimated economic life of the leased property; and
- 4) Present value of the net minimum lease payments equal to or exceeding 90% of the fair market value of the property.

Capital leases are considered long-term obligations for accounting purposes.

Capitalized Interest: Interest to be paid on the bonds during the period of construction that is financed as part of the bond issue (i.e., paid with bond proceeds). Capitalizing interest increases the overall cost of borrowing, but may be necessary in cases where project revenues are to be used to pay debt service. Conversely, where revenues are already being collected (i.e., a fee or fee increase has already been implemented), the use of capitalized interest may not be appropriate.

Educational and General (E&G) Capital Fees Bonds (W. Va. Code §18B-10): Revenue bonds issued to finance the planning, design construction and equipping of E&G facilities Fees collected by the institutions to support existing and future system-wide debt and institutional debt, capital projects funded on a cash basis, campus and building renewal, and repairs and alterations of E&G Facilities.

Educational and General (E&G) Facility: A building or structure used for instruction and instructional support purposes, and includes classroom, laboratory, library, computer laboratory, faculty and administrative office and other academic support spaces.

Incremental Annual Operating Expenses: The increase in operating costs attributable to the project. For example, a new dormitory added to a dormitory system would presumably increase system operating costs (e.g., supplies & material, utilities, personnel (janitorial, maintenance), equipment, etc.)

Non-recurring costs: One-time project costs (e.g., land acquisition, special utility fees, etc.) required for project completion.

Other: Debt secured by another revenue stream than those identified above. Please identify source and provide Code citation that authorizes the pledge of this revenue stream for issuance of revenue bonds or to incur debt.

Private Use: Private use means any use (directly or indirectly) by a trade or business that is carried on by persons or entities other than state or local governmental entities. Such use could involve ownership, management, service or incentive payment contracts, research agreements, leases, subleases, loans, or any other arrangement that conveys special legal entitlements or economic benefit to the non-governmental entity from the beneficial use of the project.

Reserve Fund: An amount set aside, usually from project revenues or bond proceeds, to mitigate the impact of interruptions in the ability of the project to generate sufficient net revenues to pay debt service (e.g., debt service reserve, repair and replacement reserve). In certain circumstances, the presence of a reserve can enhance the credit. For the purposes of the feasibility study, reserve funds are generally for debt service and are funded from project or institutional revenues. 9(c) projects are expected to generate sufficient revenues to fund a reserve at an amount equal to approximately 10% of the amount financed.

**STATE OF WEST VIRGINIA
HIGHER EDUCATION POLICY COMMISSION**

RESOLUTION APPROVING THE REFUNDING OF ALL OR A PORTION OF CONCORD UNIVERSITY BOARD OF GOVERNORS REVENUE BONDS, SERIES 2014; AUTHORIZING AND CONFIRMING THE FINANCING OF THE COSTS OF SUCH REFUNDING AND RELATED EXPENSES THROUGH THE ISSUANCE BY THE CONCORD UNIVERSITY BOARD OF GOVERNORS ON BEHALF OF CONCORD UNIVERSITY OF REFUNDING REVENUE BONDS IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN \$15,000,000 (THE “REFUNDING BONDS”); MAKING CERTAIN DETERMINATIONS WITH RESPECT TO THE REFUNDING BONDS; AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO

WHEREAS, pursuant to the Bond Trust Indenture dated as of December 1, 2014 (the “Indenture”), between the Concord University Board of Governors (the “University Board”) and United Bank (formerly known as United Bank, Inc.), as bond trustee (the “Trustee”), the University Board issued \$16,460,000 in aggregate principal amount of Revenue Bonds, Series 2014 (the “Series 2014 Bonds”), which are currently outstanding in the principal amount of \$14,690,000;

WHEREAS, the Series 2014 Bonds maturing on and after June 1, 2023, are subject to optional redemption on and after June 1, 2022, in whole or in part on any Business Day, together with accrued interest, if any, to the redemption date;

WHEREAS, based upon current market conditions, refunding the Series 2014 Bonds, or portions thereof, will result in debt service savings and benefit to Concord University (the “University”);

WHEREAS, accordingly, it is in the best interests of the University to refund all or a portion of the Series 2014 Bonds, the refunding of which would result in net present value savings in amounts satisfactory to the President or Vice President of Business and Finance of the University or the Chairman or Vice Chairman of the University Board, as evidenced by their execution and delivery of one or more bond purchase agreements for the Refunding Bonds (as hereinafter defined);

WHEREAS, pursuant to the authority contained in Chapter 18B, Articles 10 and 19 of the Code of West Virginia, 1931, as amended (together, the “Bond Act”), and Chapter 13, Article 2G of the Code of West Virginia 1931, as amended (the “Refunding Act”, and together with the “Bond Act”, the “Act”) the University Board is authorized to issue refunding revenue bonds for the purpose of refunding all or a portion of the Series 2014 Bonds;

WHEREAS, it is in the best interests of the University for the University Board to issue on behalf of the University not to exceed \$15,000,000 in aggregate principal amount of one or more series of refunding revenue bonds (the “Refunding Bonds”) for the purposes, together with

other available funds, of (i) refunding and redeeming all or a portion of the Series 2014 Bonds; and (ii) paying the costs of issuance of the Refunding Bonds and related costs (the issuance of the Refunding Bonds and the use of the proceeds for refunding and redeeming all or a portion of the Series 2014 Bonds are hereinafter referred to together as the “Refunding”);

WHEREAS, capitalized terms used and not otherwise defined in this Resolution have the respective meanings given them in the Indenture;

WHEREAS, this Commission and the University Board have the power and authority to execute and deliver the documents required and to carry out the Refunding;

WHEREAS, the University Board approved the Refunding and related matters by resolution adopted March 15, 2022; and

WHEREAS, having made the considerations required by the Act, this Commission deems it desirable, in keeping with its purposes and in the best interests of the University, to approve, authorize and confirm the Refunding and the financing of the costs thereof through the issuance of the Refunding Bonds by the University Board.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE WEST VIRGINIA HIGHER EDUCATION POLICY COMMISSION, AS FOLLOWS:

Section 1. Findings. The findings and determinations set forth in the Preambles to this Resolution are hereby incorporated herein as if set forth in full in this section.

Section 2. Approval and Confirmation of the Refunding Bonds. The financing of the Refunding and of related expenses, including but not limited to costs of issuance of the Refunding Bonds, through the issuance by the University Board of the Refunding Bonds in one or more series, in an aggregate principal amount not to exceed \$15,000,000 is hereby approved and confirmed. The Refunding Bonds are authorized to be issued for the purposes, together with other available funds, of (i) refunding and redeeming all or a portion of the Series 2014 Bonds; and (ii) paying the costs of issuance of the Refunding Bonds and related costs. The current refunding and redemption of all or a portion of the Series 2014 Bonds is hereby approved. This Commission hereby finds and determines that an aggregate principal amount not exceeding \$15,000,000 can be paid as to both principal and interest and, as applicable and necessary, reasonable margins for a reserve therefor from the Auxiliary Fees and Auxiliary Capital Fees (collectively, the “Fees”) and all rents, fees, charges and other income received by or accrued to the University from the operation and use of Auxiliary Facilities (exclusive of Fees and as otherwise required by statute) (together, the “Trust Estate”). The payment of principal of and premium, if any, and interest on the Refunding Bonds from the Trust Estate is hereby approved. Although the Refunding is anticipated to be substantially as presented to this Commission this day, this Commission recognizes that market conditions, the use of credit enhancement and other factors may affect the amount and terms of such financing.

Without limiting the generality of the foregoing, this Commission hereby finds that it has made the evaluations required by Chapter 18B, Article 19, Subsection 6(c) of the Code of West Virginia, 1931, as amended, and further finds as follows:

- A. The University has sufficient debt capacity and the ability to meet the debt service payments for the full term of the Refunding Bonds;
- B. The University has the ability to fund ongoing operations and maintenance; and
- C. The Refunding Bonds will not materially impact the University's students, who will benefit from the Refunding financed with the proceeds of the Refunding Bonds due to debt service savings realized as a result of the Refunding.

Section 3. Special Obligations. This Commission recognizes and agrees that all covenants, stipulations, obligations and agreements of the University Board or the University entered in connection with the Refunding and the Refunding Bonds shall be deemed to be the special and limited covenants, stipulations, obligations and agreements of the University Board and the University to the full extent permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon this Commission, the University Board and the University, and their respective successors. No covenant, stipulation, obligation or agreement entered in connection with the Refunding or the Refunding Bonds shall be deemed to be a covenant, stipulation, obligation or agreement of any member, officer, agent or employee of this Commission, the University Board, or the University in his or her individual capacity. The Refunding Bonds are special obligations of the University Board and the State, payable solely from and secured by the Trust Estate. Each series of the Refunding Bonds, together with the interest thereon, is a special obligation of the State and shall not constitute a debt of the State, and the credit or taxing power of the State shall not be pledged therefor, but the Refunding Bonds shall be payable only from the Trust Estate pledged for their payment. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Refunding Bonds or for any claim based thereon, on this Resolution or on any of the documents executed in connection therewith against any official, member, officer or employee of this Commission, the University Board, the University, or the State or any person executing the Refunding Bonds, and neither members of this Commission nor the University Board, nor any person executing the Refunding Bonds shall be liable personally on the Refunding Bonds by reason of the issuance thereof.

Section 4. Incidental Action. The Chancellor, the Chairperson, Vice-Chairperson, Secretary and other appropriate members and officers of this Commission are hereby authorized and directed to execute and deliver any documents, certificates, agreements and instruments and take such other actions as may be required or desirable by the University Board or the University to carry out the purposes of this Resolution.

Section 5. Formal Actions. The Commission hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Commission, and that all deliberations of this Commission that resulted in formal action were meetings open to the public in full compliance with all applicable legal requirements.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

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ADOPTED this 12th day of May, 2022.

WEST VIRGINIA HIGHER EDUCATION
POLICY COMMISSION

Chairman

CERTIFICATION

The undersigned, being the duly qualified, elected and acting Secretary of the Higher Education Policy Commission does hereby certify that the foregoing Resolution was duly adopted by the members of the Commission at a regular meeting duly held, pursuant to proper notice thereof, on May 12, 2022, at Charleston, West Virginia, a quorum being present and acting throughout, and which Resolution is a true, correct and complete copy thereof as witness my hand and the seal of the Commission this _____, 2022.

Secretary, Higher Education Policy
Commission

**West Virginia Higher Education Policy Commission
Meeting of May 12, 2022**

ITEM: Approval of Presidential Compensation

INSTITUTION: West Virginia State University

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia Higher Education Policy Commission approves the compensation package for President Ericke S. Cage, JD, LLM, as proposed by the West Virginia State University Board of Governors.

STAFF MEMBER: Kristin Boggs

BACKGROUND:

Pursuant to W. Va. Code § 18B-1B-4(a)(15), the Commission must approve the total compensation package from all sources for presidents of institutions under its jurisdiction proposed by institutional governing boards.

West Virginia State University

At its meeting on April 14, 2022, the West Virginia State University Board of Governors (Board) approved the appointment of Ericke Cage as its president. Subsequently, the Board approved the total compensation package for President Cage.

This request comports with the provisions of Series 5 of the Commission's rules, *Guidelines for Governing Boards in Employing and Evaluating Presidents*; therefore, it is recommended that the Commission approve the proposed compensation package as submitted.

**West Virginia Higher Education Policy Commission
Meeting of May 12, 2022**

ITEM: Approval of Presidential Compensation

INSTITUTION: Glenville State University

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia Higher Education Policy Commission approves compensation for Dr. Mark Manchin as President of Glenville State University as proposed by the institutional board of governors.

STAFF MEMBER: Kristin Boggs

BACKGROUND:

Pursuant to W. Va. Code § 18B-1B-4(a)(18), the Commission must approve the total compensation package from all sources proposed by an institutional governing board for presidents of institutions under its jurisdiction.

Glenville State University

At its meeting on February 16, 2022, the Glenville State University Board of Governors (Board) voted to extend President Manchin’s contract for three years, through June 30, 2025, and increase his base salary from \$195,000 to \$220,000 per year. All other items of compensation will remain the same.

This request falls within the provisions and guidelines of Series 5 of the Commission’s rules, *Guidelines for Governing Boards in Employing and Evaluating Presidents*; therefore; it is recommended that the Commission approve the proposed compensation package as submitted.