

WEST VIRGINIA UNIVERSITY AT PARKERSBURG BOARD OF GOVERNORS

**AUGUST 12, 2009
AGENDA**

Members

Cindy Bullock
Keith Burdette
Joe Campbell
Gerard El Char
William H. Hopkins
Curtis Miller

Kennad Lee Skeen, II
Gregory K. Smith
Rock Wilson
Matthew Santer
Violet Mosser
Teresa Wamer

Marie Foster Gnage
President



SCHEDULE

West Virginia University at Parkersburg Board of Governors

Wednesday, August 12, 2009

3:00 p.m.	Executive Committee	1105 (President's Conference Room)
4:00 p.m.	Administrative Services Committee	1105 (President's Conference Room)
	Academic and Student Services Committee	1211C (Dean's Conference Room)
5:00 p.m.	Dinner	1300 (Community Room)
5:30 p.m.	Group Photo	
5:45 p.m.	Board Meeting	2209-2211 (2 nd Floor)
	Possible Executive Session	1300 (Community Room)

WEST VIRGINIA UNIVERSITY AT PARKERSBURG BOARD OF GOVERNORS
Meeting of August 12, 2009
5:45 p.m.
Room 2209-2211

1. Call to Order	Board Chair, Joe D. Campbell	
2. Oath of Office for New Board Members	Debbie Richards Special Assistant to the President for Policy & Social Justice	
• Teresa Wamer, Student Representative		
• Matthew Santer, Faculty Representative		
3. Roll Call	Patsy Bee Executive Assistant to the President	
4. Board Chair Report	Chairman Campbell	
• WVU at Parkersburg Foundation Report	David Underwood, President WVU at Parkersburg Foundation	
• Critical Dates.....		4
5. Possible Executive Session under the authority of WV Code §6-9A-4-2A		
• President’s Goals		
• Personnel Matters		
6. Approval of Minutes (June 10, 2009).....		5
7. President’s Report	Dr. Marie Foster Gnage President	
8. Committee Reports		
• Executive Committee	Chairman Campbell	
• Audit Review Committee	Bill Hopkins	
• Administrative Services Committee	Gerard El Chaar/Greg Smith	
• Academic and Student Services Committee	Cindy Bullock	
9. Action Items		
• 2009-2010 Budget Approval	President Gnage.....	12
• Institutional Undergraduate Tuition and Fee Waivers	Anthony Underwood.....	13
	Vice President for Student Services	
• Agreement and Rules of Engagement (WVU Parkersburg and WVU at Parkersburg Foundation)	President Gnage.....	19
• Higher Education Research and Development Institute (HERDI) Membership	President Gnage.....	22
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• FY 2009-10 Classified Staff Salary Increases		26

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• Reciprocity Agreement with Washington State Community College.....	37
• Agreement with Ohio Valley Health Care.....	45
• Proposed Policy B-54, Emergency Call-In.....	49

11. Board Comments/Announcements

Upcoming Events at WVU Parkersburg:

Faculty and Staff Professional Development Week

- President’s Opening Address 9:00 a.m. Monday, August 17 in the Campus Theatre
- Welcome Back Picnic – noon, Monday, August 17 in the Court Yard/Student Lounge
- President’s Adjunct Faculty Reception, Tuesday, August 18 at 5:30 p.m. in the Community Room

12. Next Meeting

Date: October 14, 2009
 Location: Room 2209-2211
 Time: 5:45 p.m.

13. Adjournment

Board Agenda Calendar of Approvals	Critical Date
Institutional Undergraduate Tuition & Fee Waivers	August
Final Budget for FY 2009-2010	August
Honorary Degrees for December Commencement	October
Audits (finance, financial aid, veterans affairs, etc.)	October
Board Retreat (Fall)	October
Tuition and Fees	March
Sabbatical Leave 2010-2011	March
Honorary Degrees for May Commencement	March
President's Evaluation	March
Board Retreat (Spring)	March
Program Reviews	June
Budget 2010-2011	June
Salary Increases	June
Promotion and Tenure Report	June
Rules of Engagement between WVUP and WVU at Parkersburg Foundation	June
President's Annual Salary/Housing Allowance	June
President's Contract Renewal	June, 2011
Institutional Review for Re-Accreditation	2014

**MINUTES
WEST VIRGINIA UNIVERSITY AT PARKERSBURG
BOARD OF GOVERNORS**

June 10, 2009

A regular meeting of the West Virginia University at Parkersburg Board of Governors was held on Wednesday, June 10, 2009 in the Caperton Auditorium at WVU Parkersburg beginning at 5:15 p.m. Board members present were: Joe Campbell, Cindy Bullock, Keith Burdette, William H. Hopkins, Curtis Miller, Kennad Lee Skeen, II, Rock Wilson, Matthew Santer, Kim Starkey, and Violet Mosser. Absent were Gerard El Chaar and Gregory K. Smith. Others present included Dr. Marie Foster Gnage and Patsy Bee.

Guests present included administrators, faculty, staff, students, members of the community, and the media.

1. Call to Order

Mr. Campbell, Chair of the WVU at Parkersburg Board of Governors, called the meeting to order.

2. Roll Call

Roll Call was taken by Patsy Bee, Executive Assistant to the President, noting that a quorum was present.

3. Minutes

Minutes of the emergency meeting scheduled on May 18, 2009 were approved upon a motion by Mr. Miller and second by Mr. Burdette.

4. Board Chair Report

Chairman Campbell announced a change in the order of the agenda items noting that the Staff Council presentation would be first with the Executive Session moved to later in the meeting. Mr. Campbell introduced Al Collins, Staff Council Vice-Chair, to provide a featured report on classified staff to our Board members.

Chairman Campbell expressed appreciation to the Board members for their service on committees and thanked the Legislators, Foundation Board members, faculty, staff, students, and members of the community present for their support.

- **Nominations/Election of 2009-2010 Officers**

Mr. Wilson, Chair of the Nomination Committee, reported the recommendation of the committee is that the current officers continue for the 2009-2010 year. Mr. Wilson moved to reelect Mr. Campbell as Chair, Mr. Miller as Vice-Chair, and Mr. Burdette as Secretary. Ms. Bullock seconded the motion.

The motion passed and the current slate was elected unanimously to serve a second year.

- **Approval of Meeting Schedule for 2009-2010**

Following a discussion by Board members, Mr. Burdette moved for the approval of the following resolution:

Resolved, That the West Virginia University at Parkersburg Board of Governors approves its schedule of meetings for 2009-10 as presented by the Chair. (See meeting schedule included in the agenda packet.)

Mr. Wilson seconded the motion. Motion carried.

5. President's Report

President Gnage welcomed guests, thanked staff for their presentation to the Board, and provided an update to the Board on college enrollment and state allocations. President Gnage also thanked the Board of Governors for their dedication, service, and support to WVU Parkersburg this year.

6. Committee Reports

- Executive Committee

Mr. Campbell reported that the Executive Committee did not meet.

- Audit Review Committee

Mr. Hopkins reported that the Committee met today at 3:00 p.m. and discussed the audit committee responsibilities; WVU Parkersburg financial audit; Ethics Policy, and received updates from Business Services.

- Administrative Services Committee

Mr. Burdette reported that the Committee met today at 4:00 p.m. and was provided with updates on facilities and capital planning including the downtown building; information technology; human resources, and budget.

Mr. Burdette moved that the board approve the recommendation of the committee to accept the design of the downtown building as presented by ZMM Architects and submit the design to the downtown committee.

Ms. Bullock seconded the motion. Motion carried.

- Academic and Student Services Committee

Ms. Bullock reported that the Committee met today at 4:00 p.m. and was provided with an overview of Academic Affairs including updates on faculty; grants; and programs. Ms. Bullock provided members of the Board a handout on status of academic programs for certificates, associate degrees and baccalaureate degrees. She also reported on updates for grants and FastTrack programs for Workforce and Community Education also noting the formation of an Environmental Compliance Council. In the Student Services area the Committee was provided an update on

scholarship awards; online application processing; online Financial Aid; Enrollment Management; and Student Life.

7. Executive Session under the authority of WV Code §6-9A-4-2A

Mr. Miller moved to go into Executive Session. Mr. Burdette seconded the motion. The motion passed. At approximately 5:45 p.m. the WVU Parkersburg Board of Governors moved into Executive Session.

At approximately 6:30 p.m., Mr. Miller made a motion for the Board to return from Executive Session. Ms. Starkey seconded the motion. Motion carried.

8. Action Items

- Service Agreement with WVU

Following a report by President Gnage, and questions by Board members, Mr. Burdette moved for the approval of the submitted draft Service Agreement with WVU with the following modification: Page 2, section 2, subsection ii: after “additional funds are appropriated” insert “to support this agreement”

Ms. Bullock seconded the motion. Motion carried.

- Trademark License Agreement

Mr. Burdette moved for the approval of the Trademark License Agreement as presented, noting that the Agreement was modified to reflect the requests of WVU Parkersburg.

Mr. Miller seconded the motion. Motion carried.

- Budget 2009-2010

Following a report by the WVU Parkersburg Special Assistant to the President for Business Services, Chris Clifford, Mr. Burdette moved for the approval of the following resolution:

Resolved, That the West Virginia University at Parkersburg Board of Governors adopts a working budget for FY 2009, subject to approval of a final budget at the August 2009 BOG meeting.

Mr. Santer seconded the motion. Motion carried.

- Electronic Campus of the Southern Regional Education Board/New Program Nomination and Certification

Following a report by the WVU Parkersburg Executive Dean of Academic Affairs, Dr. Rhonda Richards, Mr. Miller moved for the approval of the following resolution: *Resolved*, That the West Virginia University at Parkersburg Board of Governors approves submitting four online degree programs (AAS in Business Technology; AS in Business Administration; Associate in Arts; and AAS in Multi-craft Technology) to the Southern Regional Education Board Electronic Campus for inclusion in their inventory.

Ms. Bullock seconded the motion. Motion carried.

9. Consent Agenda

Ms. Bullock moved for the approval of the following resolutions:

- Policy B-54 – “Emergency Call-In”

Resolved, That the West Virginia University at Parkersburg Board of Governors authorizes a notice of proposed rulemaking for adoption of a policy on “Emergency Call-In” and hereby authorizes adoption of said policy without further action by the Board if no substantive changes in the proposal result following the 30-day comment period.

- Board of Governors Policies

Resolved, That the West Virginia University at Parkersburg Board of Governors concurs with non-substantive alterations specific to WVU at Parkersburg with the transfer of WVU Board of Governors Policies 4, 11, 12, 14, 20, and 25 to the WVU at Parkersburg Board of Governors, as re-numbered E-04, F-11, B-12, E-14, E-20 and E-25.

- Policies to be Rejected

Resolved, That the West Virginia University at Parkersburg Board of Governors rejects policies 33 and 40 adopted by West Virginia University Board of Governors, because they are not applicable to West Virginia University at Parkersburg.

Mr. Wilson seconded the motion. Motion carried.

10. Information Items

- Planning for BAS in Criminal Justice

Dr. Rhonda Richards, Executive Dean of Academic Affairs, reported that West Virginia University at Parkersburg will begin planning on a new Bachelor of Applied Science in Criminal Justice program and presented a timeline for the program.

- Name Change: Children’s Room to Early Learning Center

Dr. Rhonda Richards, Executive Dean of Academic Affairs, reported that WVU at Parkersburg was one of the first public colleges in the state to develop and provide day-care services on campus for its students and employees. The campus “Children’s Room” has been in operation since the early 1980s. The college is presently engaged in a \$3.5 million building campaign to develop a dynamic child development center focusing on the arts, literacy, culture and technology in collaboration with its Early Childhood Education program.

Upon the recommendation of the Children’s Room Advisory Committee, steps are being taken to change the name of the college’s licensed day care center from the “Children’s Room” to the “Early Learning Center” effective July 1, 2009. The present center has highly qualified staff and uses best practices with the children in curriculum, problem solving, and center based learning. The change in name will:

- more accurately reflect the quality learning environment provided in the center;

- reflect industry standard names for campus based child care centers;
- ease transition to the new building once it is built;
- be more attractive for accepting community children;
- reflect current practice, which is important since a campus based center should serve as a model for the community.

In addition, the plan is to accept more children from the community to fill spaces not used by students in the morning program and in evening hours. The public and collaborative Pre-K's now serve the majority of four-year-old children; so, although the center will continue to serve children of students first and foremost, limited spaces for three-year-old children in the morning program will be available and the evening program can serve additional children ages 2 through 8 years. This is a sound financial decision and will be continued in the new program.

- Administrator Titles

President Gnage reported that effective July 1, 2009, to reflect the additional responsibility, authority and liability associated with the institution's independent status, the title for the Executive Dean, who is second in command to the President will be changed to Senior Vice President for Academic Affairs. In addition, the titles for both Deans—presently Dean of Students and Dean of Workforce and Community Education—will be upgraded to Vice Presidents. These titles are comparable to those for administrators in similar capacities at other institutions. Appropriate salary increases will be applicable only if the budget allows. (See organizational charts included in the agenda packet.)

- Revised Structure for Academic Area

Dr. Richards reported on the revised academic area structure for West Virginia University at Parkersburg.

As provided by Board of Governors Policy B-05 regarding changes in administrative organization, the president has approved a revised organizational structure within the academic area of the college to become effective for the 2009-10 academic year. Discussions between the Executive Dean and the appropriate faculty and staff took place during the 2009 Spring Semester. The revised structure will reduce the number of academic divisions from seven to five:

<u>Existing Structure</u>	<u>Revised Structure</u>
Business/Economics	Business, Economics, & Mathematics
Education	Education & Humanities
Health Sciences	Health Sciences
Humanities	Science and Technology
Natural Sciences & Mathematics	Social Sciences & Languages
Social Sciences	
Technology	

Academic divisions are created structures that support both the academic and administrative needs of the college. The goal is for divisions to come together in new and innovative ways that will open doors for interdisciplinary conversations. No changes will be made in what faculty teach, and all existing faculty and staff will be assigned within the new structure. Academic division chair assignments will

continue to be offered as supplemental appointments on an annual basis. Although the revised structure will result in fewer chair assignments, additional coordinator assignments will be made in the humanities, mathematics and science areas. (See organizational charts included in the agenda packet.)

- Promotion and Tenure Report

President Gnage reported that the faculty promotion and tenure review process at West Virginia University at Parkersburg runs from January through May 15. It involves faculty file preparation, reviews and recommendations by department colleagues and chair, college colleagues and the Executive Dean, and approval by the President. The final step is notification of the Board of Governors of the decisions made as a result of this review process. Ten faculty members were promoted. (See attached list included in the agenda packet.)

- 2009-10 Holiday Schedule

President Gnage reported that, as authorized by Board of Governors Policy B-08, a holiday schedule for 2009-10 has been established and approved for West Virginia University at Parkersburg. This holiday schedule has been announced campus wide and is posted in the online "Answer Book" for ongoing accessibility. (See attached schedule in the agenda packet.)

- 2009-10 Academic Calendar

President Gnage reported that West Virginia University at Parkersburg has established an academic calendar for 2009-10. This calendar lists registration dates, student recesses and deadlines consistent with the academic calendar of West Virginia University. (See attached schedule in the agenda packet.)

11. Board Comments/Announcements

- Shakespeare Fest 09 will be July 7-12. The summer's productions will include "The Tempest" and "The Taming of the Shrew" and will be produced in an outdoor venue setting.
- Faculty and Staff Professional Development – In-Service Program – 8:30 a.m. Friday, August 21
- Faculty/Staff Welcome Back Picnic – Noon - Friday, August 21
- WVUP and Area Roundtable have extended an invitation to the Legislature to have a traveling interim in Parkersburg.
- Ms. Starkey introduced the new student government president, Teresa Wamer, who will fill the student seat on the board next year.
- Mr. Campbell announced a one year Ad-hoc committee to review the President's Evaluation and Goals. Mr. Miller will chair the committee. Violet Mosser, Matt Santer, Kennad Skeen, and Gerard El Chaar will also serve on the committee.

12. Next Meeting

The next regular meeting of the WVU at Parkersburg Board of Governors will be held on August 12, 2009 in room 2209.

13. Adjournment

With no further business to be discussed, Mr. Burdette moved that the meeting be adjourned, Mr. Miller seconded the motion. Motion passed.

Respectfully submitted,

Patsy Bee
Executive Assistant to the President

_____ Joe D. Campbell, Chairman

_____ Keith Burdette, Secretary

**West Virginia University at Parkersburg Board of Governors
Meeting of August 12, 2009**

ITEM: 2009-2010 Budget Approval

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors approves a final budget for West Virginia University at Parkersburg for 2009-2010.

STAFF MEMBER: Marie Foster Gnage, President

BACKGROUND:

The final budget for 2009-2010 for West Virginia University at Parkersburg will be presented to West Virginia University at Parkersburg Board of Governors for approval.

**West Virginia University at Parkersburg Board of Governors
Meeting of August 12, 2009**

ITEM: Institutional Undergraduate Tuition and Fee Waivers

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors enter the report of the Institutional Undergraduate Tuition and Fee Waivers for FY 2008-09 into its minutes and authorize the forwarding of the required report to the legislative auditor.

STAFF MEMBER: Anthony Underwood
Vice President for Student Services

BACKGROUND:

State Code §18B-10-5 regarding Undergraduate Schools establishes the rules for tuition and fee waivers and stipulates that, "The awarding of undergraduate fee waivers shall be entered into the minutes of the meetings of the governing board, and each board shall file with the legislative auditors a copy of the rules governing the award of the fee waiver and a list of the names of the recipients thereof."

In accordance with State Code §18B-10-5 and BOG Policy E-20, the WVU at Parkersburg Board of Governors is asked to enter the attached report of Undergraduate Tuition and Fee Waivers for FY 2008-09 into the minutes of this meeting, and to forward the report as stipulated above to the legislative auditor.

**West Virginia University at Parkersburg
Undergraduate Tuition and Fee Waivers
2008-2009 Academic Year**

	<u>Last Name</u>	<u>First Name</u>	<u>Middle</u>	<u>City</u>	<u>State</u>	<u>Total Waived</u>
1	Alderman	Rebecca	Ann	Spencer	WV	\$264.45
2	Allman	Emily	Michelle	Mineral Wells	WV	\$708.00
3	Allman	Marie	Elizabeth	Parkersburg	WV	\$955.80
4	Alloway	Rebecca	Dawn	Washington	WV	\$557.55
5	Almansor	David	Michael	Parkersburg	WV	\$1,309.80
6	Alvis	Heidi	Nicole	Spencer	WV	\$1,309.80
7	Amos	Brandon	Keith	Mineral Wells	WV	\$1,903.64
8	Amos	Julie	Renea	Rockport	WV	\$1,911.60
9	Amos	Kendra	Dawn	Mineral Wells	WV	\$716.85
10	Amos	Megan	Rochelle	Mineral Wells	WV	\$1,911.60
11	Ashworth	Jeffrey	Stephen	Parkersburg	WV	\$1,309.80
12	Barnette	Kyle	Scott	Parkersburg	WV	\$1,911.60
13	Barton	Kalina	Marie	Parkersburg	WV	\$2,265.60
14	Beckett	Kathleen	D	Parkersburg	WV	\$1,911.60
15	Berdine	Margaret	Ann	Marietta	OH	\$864.75
16	Berry	Drema	Gail	Ravenswood	WV	\$2,619.60
17	Betler	Christopher	K	Parkersburg	WV	\$2,029.60
18	Bodnar	Zane	Jamison	Williamstown	WV	\$2,531.10
19	Boso	Amanda	Sue	Parkersburg	WV	\$1,911.60
20	Boyd	Zachary	Cole	Ravenswood	WV	\$1,911.60
21	Bradley	Emily	Megan	Spencer	WV	\$1,911.60
22	Braniff	Dina	Jean	Parkersburg	WV	\$79.65
23	Breeden	Sarah	Ann	Parkersburg	WV	\$2,619.60
24	Brown	Ashley	Michelle	Parkersburg	WV	\$1,912.00
25	Burdette	Joyce	Lee	Washington	WV	\$477.90
26	Burge	Susan	Kay	Mineral Wells	WV	\$1,200.65
27	Cabbil	Cameron	Lamar	Parkersburg	WV	\$1,911.60
28	Cain	Richard	Isaac	Parkersburg	WV	\$1,911.60
29	Cantrell	Codey	Conway	Alkol	WV	\$955.80
30	Carmichael	Angela	M	Ravenswood	WV	\$238.95
31	Carnes	Sarah	Elizabeth	Little Hocking	OH	\$1,092.60
32	Casto	Andrew	David	St Marys	WV	\$179.60
33	Casto	Becky	S	Vienna	WV	\$1,911.60
34	Casto	Courtney	Brooke	Ripley	WV	\$2,619.60
35	Chichester	Scott	Martin	Vienna	WV	\$1,330.45
36	Christian	Saletha	Ann	Ravenswood	WV	\$1,696.55

37	Clancy	Christina	Sophia	Parkersburg	WV	\$2,401.30
38	Cline	Heather	Jo	Millwood	WV	\$1,469.99
39	Cochran	Emilia	Marie	Ripley	WV	\$2,088.60
40	Collins	Linda	Ann	Mineral Wells	WV	\$1,900.10
41	Cooper	Serena	Nicole	Brohard	WV	\$2,619.60
42	Cottrell	Ashli	Brooke	Arnoldsburg	WV	\$955.80
43	Cumberledge	David	Lee	Parkersburg	WV	\$1,132.80
44	Davis	Alisha	Brook	Washington	WV	\$1,746.40
45	Dawe	Jaylene	Lorraine	Marietta	OH	\$3,459.00
46	Dobbins	Amanda	Lynn	Mineral Wells	WV	\$2,560.60
47	Duffield	Dylan	Joel	Palestine	WV	\$1,911.60
48	Dunbar	Barbara	L	Ripley	WV	\$1,911.60
49	Eakle	Corey	S	Smithville	WV	\$504.80
50	Elliott	Jessica	Daniele	Washington	WV	\$2,383.60
51	Ferguson	Amanda	L	Parkersburg	WV	\$654.90
52	Flinn	Tamara	Renae	Palestine	WV	\$1,911.60
53	Florence	Rebecca	Ann	Washington	WV	\$1,911.60
54	Forshey	Tara	Ann	Parkersburg	WV	\$1,911.60
55	Foutty	Randall	Brian	Belpre	OH	\$477.90
56	Fury	Joshua	Christopher	Mineral Wells	WV	\$1,911.60
57	Garner	Andrew	C	St Marys	WV	\$1,221.30
58	Gates	Shawn	Michael	Parkersburg	WV	\$1,752.30
59	George	Britney	Fay	Ripley	WV	\$1,672.65
60	Gilkeson	Stacey	Marie	Mineral Wells	WV	\$2,531.10
61	Good	Tasha	Lee	Evans	WV	\$1,047.60
62	Gorrell	Allana	Dawn	Friendly	WV	\$1,309.80
63	Graham	Virginia	S	Davisville	WV	\$1,911.60
64	Greathouse	Timothy	Zachery	Parkersburg	WV	\$2,154.09
65	Green	Morgan	D'Nelle	Washington	WV	\$1,911.60
66	Hall	Joshua	Robert	Parkersburg	WV	\$955.80
67	Harper	Amy	Beth	Cairo	WV	\$1,911.60
68	Harper	Brandi	Shawn	St Marys	WV	\$1,911.60
69	Harper	Brooke	Adrienne	St Marys	WV	\$1,911.60
70	Harper	Tammy	Shawn	St Marys	WV	\$318.60
71	Harrah	Ashley	Gayle	Ripley	WV	\$1,912.00
72	Haught	Cayla	N	Cutler	OH	\$6,784.65
73	Hershberger	Jordan	Marie	Mineral Wells	WV	\$1,911.60
74	Hickman	Don	James	Mineral Wells	WV	\$2,619.60
75	Holbert	Tessa	Marie	Mineral Wells	WV	\$917.75
76	Holliday	Lindsey	Faye	Spencer	WV	\$2,097.45
77	Holliday	Rachel	Erin	Spencer	WV	\$2,177.10
78	Holub	David	Anderson	Parkersburg	WV	\$955.80
79	Husk	Heather	Lynn	Pennsboro	WV	\$1,911.60
80	Isenhart	Fritzann		Parkersburg	WV	\$238.95

81	Jenkins	Andrea	Denese	St Marys	WV	\$1,911.60
82	Jones	Jeanie		Reno	OH	\$163.73
83	Jones	Phillip	Gregg	Parkersburg	WV	\$1,911.60
84	Jones	Sara	Beth	Parkersburg	WV	\$1,792.13
85	Kehl	Jessica	Lynn	Parkersburg	WV	\$394.60
86	Kelly	Mary	Elisabeth	Belmont	WV	\$1,911.60
87	Kincaid	Michelle	L	Parkersburg	WV	\$119.48
88	Knopp	Susan	Elizabeth	Gay	WV	\$1,911.60
89	Koerner	Theresa	Jean	Parkersburg	WV	\$1,911.60
90	Lanek	Stephanie	Colleen	Parkersburg	WV	\$1,377.95
91	Lee	Casey	Scott	Keyser	WV	\$1,911.60
92	Lewis	Crystal	Dawn	Cairo	WV	\$1,752.30
93	Little	Danielle	Nicole	Elizabeth	WV	\$1,911.60
94	Little	Levi	Daniel	Parkersburg	WV	\$2,206.60
95	Lloyd	Joni	Lynn	Parkersburg	WV	\$1,911.60
96	Lott	Mary	Katherine	Parkersburg	WV	\$982.35
97	Loy	Kandi	Lee	NewMartinsville	WV	\$2,531.10
98	Lynch	Jessica	Dawn	Elizabeth	WV	\$2,318.70
99	Mace	Samantha	Jo	Parkersburg	WV	\$515.60
100	Mackey	Treasa	Marie	Parkersburg	WV	\$566.40
101	Marshall	Leanna	Marie	Sandyville	WV	\$2,451.45
102	Martin	Teresa	Marie	Leroy	WV	\$1,637.25
103	Martinelli	David	Douglas	Parkersburg	WV	\$501.80
104	Masten	Brianna	Estelle	Parkersburg	WV	\$112.00
105	Matheny	Shannen	Renee	Parkersburg	WV	\$144.60
106	McDonald	Heather	Ann	Spencer	WV	\$1,911.60
107	McNemar	Cassandra	Luanna	Waverly	WV	\$1,911.60
108	Metz Jr	Dale	Gene	Mineral Wells	WV	\$2,177.10
109	Michael	Rebecca	Dawn	Parkersburg	WV	\$955.80
110	Miller	John	Anthony	Waverly	WV	\$1,752.30
111	Moore	Christopher	Lee	Spencer	WV	\$1,354.05
112	Moore	Matthew	Riley	Spencer	WV	\$1,696.55
113	Morgan	Darla	Marie	Williamstown	WV	\$1,911.60
114	Morgan	Morgan	David	NewMartinsville	WV	\$1,247.60
115	Morris	Cassandra	Nicole	Belpre	OH	\$2,531.10
116	Munson	Sharon	E	Parkersburg	WV	\$1,911.60
117	Murphy	Tracy	Jane	Parkersburg	WV	\$955.80
118	Naylor	Emily	Louise	Parkersburg	WV	\$1,911.60
119	Nichols	Brandy	Lee	Elizabeth	WV	\$1,831.95
120	Nichols	LeAnna	Micheal	Ripley	WV	\$1,911.60
121	Norman	JoAnn		Williamstown	WV	\$2,044.94
122	Nutter	Katie	J	Spencer	WV	\$955.80
123	Offenberger	Kevin	Francis	Mineral Wells	WV	\$477.90
124	Ohse	Megan	Lynn	Sandyville	WV	\$286.74

125	Patterson	Cory	Ray	Parkersburg	WV	\$955.80
126	Petrush	Katie		Parkersburg	WV	\$557.55
127	Petty	Tina	Louise	Parkersburg	WV	\$2,292.15
128	Pitts	Joseph	Tyler Elijah	St Marys	WV	\$5.00
129	Powers	Samantha	L	Parkersburg	WV	\$612.00
130	Reed	Shaun	Emery	Parkersburg	WV	\$455.60
131	Reip	Ronald		Reedy	WV	\$238.95
132	Richards	Amy	Ruth	Elizabeth	WV	\$1,100.95
133	Richards	Debra	Lynn	Ellenboro	WV	\$805.35
134	Richards	Jeanetta	G	Mt Zion	WV	\$1,341.66
135	Richards	Tiffany	Sue	Parkersburg	WV	\$1,912.00
136	Riggs	Patricia	Diane	Washington	WV	\$2,295.10
137	Riley	Shawn	Michael	Spencer	WV	\$1,488.57
138	Rinard	Amy	Jean	Newport	OH	\$2,560.60
139	Rivers	Sharaya	Blue	Mineral Wells	WV	\$654.90
140	Rockhold	Athia	RaChelle	Elizabeth	WV	\$1,911.60
141	Roten	Michael	David	Parkersburg	WV	\$237.60
142	Rowlett	Andrew	Silas	Ripley	WV	\$1,231.04
143	Sams	Vanora	Lynn	Parkersburg	WV	\$1,896.85
144	Scott	Brittany	Nichole	Parkersburg	WV	\$1,426.62
145	Shaffer	Allison	Nichol	Parkersburg	WV	\$1,184.00
146	Shamblin	Tammy	Sue	Given	WV	\$678.80
147	Shriver	Andrew	Chancellor	Mineral Wells	WV	\$1,300.60
148	Sigley	Patricia	Joan	Parkersburg	WV	\$796.50
149	Slusher	Jeffrey	Barton	Washington	WV	\$1,911.60
150	Smith	Anna	Keenan	Lowell	OH	\$654.90
151	Smith	Stephen	Thomas	Parkersburg	WV	\$327.45
152	Snyder	Jessa	Montaya	Parkersburg	WV	\$433.60
153	Sotomayor	Brittany	Leigh	Spencer	WV	\$566.40
154	Spader	Donna	Marie	Parkersburg	WV	\$1,433.70
155	Sprout	Karen	Sue	Walker	WV	\$1,430.75
156	Stanley	Jessica	Ellen	Davisville	WV	\$238.95
157	Starkey	Drema	Lea	Mineral Wells	WV	\$955.80
158	Starkey	Kimberly	Dawn	Friendly	WV	\$2,531.10
159	Stepp	Nathan	Scott	Ripley	WV	\$1,911.60
160	Stewart	Cody	James	Reedy	WV	\$1,911.60
161	Taylor	Kathy	Gail	Walker	WV	\$1,603.63
162	Thompson	Dillon	Wayne	Beverly	WV	\$1,911.60
163	Thorn	Jackie	L	Parkersburg	WV	\$775.60
164	Tuell	Michael	Harold	Parkersburg	WV	\$1,280.30
165	Vincent	Lindsay	Marie	Parkersburg	WV	\$955.80
166	Walk	April	Melody	Vienna	WV	\$1,911.60
167	Ware	Courtney	Briana	Ravenswood	WV	\$1,911.60
168	Warner	Jason	Dale	Red House	WV	\$1,911.60

169	Washburn	Haley	D	Waverly	WV	\$1,911.60
170	Wass	Jessamine	Lou	Washington	WV	\$1,746.40
171	Wheeler	Jessica	Dawn	Ripley	WV	\$1,911.60
172	Wheeler	Tina	Rena	Vienna	WV	\$238.95
173	White	David	Gerald	Parkersburg	WV	\$1,787.70
174	Whitlow	Amanda	Elizabeth	Parkersburg	WV	\$2,560.60
175	Whittington	Gregory	L	St Marys	WV	\$1,132.80
176	Whyte	Bridget	Ann	Gay	WV	\$1,911.60
177	Williams	Brittany	Michele	Millwood	WV	\$955.80
178	Wilson III	Clifford	Lee	Mineral Wells	WV	\$1,911.60
179	Workman	April	Dawn	Parkersburg	WV	\$1,433.70
180	Workman	Krisheana	Reschel	Spencer	WV	\$1,672.65

\$271,020.46

**West Virginia University at Parkersburg Board of Governors
Meeting of August 12, 2009**

ITEM: Agreement and Rules of Engagement between West Virginia University at Parkersburg and WVU at Parkersburg Foundation, Inc.

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors approves the Agreement and Rules of Engagement between West Virginia University at Parkersburg and WVU at Parkersburg Foundation, Inc. for 2009-10, as presented.

STAFF MEMBER: Marie Foster Gnage, President

BACKGROUND:

The attached Agreement and Rules of Engagement are proposed for the purpose of defining the services and protocol for West Virginia University at Parkersburg and the WVU at Parkersburg Foundation, Inc.

West Virginia University at Parkersburg and WVU at Parkersburg Foundation, Inc.

Agreement and Rules of Engagement

- Facilities
 - Office—WVUP will provide office space (presently used by the Foundation) for housing the Foundation
 - Telephone—The College will be responsible for telephone services for the Foundation.
 - Facilities Usage—Foundation personnel will submit request for use of facilities for approval by the WVUP President or the President's designee.
 - Equipment and Furnishings—WVUP will be responsible for office furniture and equipment. (Any upgrades in furniture and/or equipment must be requested during the College's budget process.)

- Staff Support—The College will provide part-time staff support *if* the Alumni Community becomes a part of Foundation Office. The President's Executive Assistant may continue to take minutes for the Foundation's quarterly meetings, as requested.

- Technology –Email and internet access will be provided. Technology support must be requested through usual College processes.

- Access to Information (faculty, staff, students)—Request for information related to faculty, staff, students should be requested through the President of WVUP or the President's designee.

- Other Services--Services listed below will be requested from Institutional Advancement in a timely manner for fulfillment of the services. College materials/requests will have priority.
 - Graphic Design
 - Printing (In-house only)
 - Web site support (within the College's website)

- Liaison between College and Foundation—The Executive Director for the Foundation will work with the Executive Director for Institutional Advancement at the College to ensure that all documents developed/published by the Foundation contain information about the college that is factual, positive, and clearly reflects the institution. The President of the College and the president of the Foundation Board

may meet at times and frequency agreed upon by the two parties. Protocol for faculty, staff, and student requests for support will be developed by the Executive Staff and the Executive Director of the Foundation.

- Funding Priorities—The College will present to the Foundation each year for the Foundation’s determination of fundraising goals and emphases.
- Fundraising Activities—The College will from time to time request support for types of fund-raising/friend –raising events that are viewed as opportunities to bring supporters and prospective supporters to the campus.
- Request for Grants—If at all possible, the College will not use the Foundation for “flow-through” grants in order to minimize Foundation time spent processing the grants.
- Scholarship Awards—Using the list of and criteria for Foundation scholarships, the College’s division of Student Services will recommend students for the awards.
- Meetings—It is hoped that the Executive Director will be able to participate on the Planning Council or at least one of the meetings where she can continue to gain institutional perspective. Unless the College is in strategic planning mode, the Planning Council meets once monthly.
- Foundation’s Name—The College will negotiate the Foundation’s name when negotiating its own—if agreed upon.

This agreement is in effect July 1, 2009 – June 30, 2010. Either party may request changes/termination of the agreement to take effect no later than 60 days after the request.

Marie Foster Gnage, Ph.D., President
West Virginia University at Parkersburg

Date

David Underwood, President
WVU at Parkersburg Foundation, Inc
Board of Directors

Date

**West Virginia University at Parkersburg Board of Governors
Meeting of August 12, 2009**

ITEM: Higher Education Research & Development
Institute (HERDI) Membership

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors supports the membership of WVU Parkersburg President to the Higher Education Research & Development Institute.

STAFF MEMBER: Marie Foster Gnage, President

BACKGROUND:

Higher Education Research and Development Institute (HERDI) is an organization that unites companies with the finest community college presidents in the United States. Each year at the HERDI conference, the company representatives and presidents engage in a candid, meaningful dialog. Each company receives a private 3-hour panel with 5 presidents. The agenda is determined by the company and can address any issue. The company gains insight and feedback on those issues from the presidents. The mission of HERDI is to provide better products and services for students, faculty and staff of America's Community Colleges by facilitating frank and critical dialogue between Community College leaders (presidents and chancellors) and the business community that seeks to serve them.

HERDI – Higher Education Research & Development Institute

HOW HERDI WORKS FOR YOU

1. What is a panel?

A panel is a three hour session where the client, represented by one or more people, receives candid feedback on a specific topic from five Presidents from community colleges across the United States. It is understood that all topics discussed are confidential. Potential new clients for HERDI usually attend one set of panels as observers to enable them to talk to client members and presidents to help in the decision- making process of becoming a client of HERDI.

2. Who sets the agenda for the panel?

The agenda is set by the client in consultation with the president chairing the panel. Thus, the two key agenda and process setters are the contact person from the client company and their HERDI chairperson. The key to a successful panel is careful planning and clearly stated and understood expectations by both parties.

3. What types of things should/could be included in the pre-plan planning?

- i) Selection of a clearly articulated, focused topic for the panel. For example, a marketing plan for a specific commodity or service.
- ii) Identification and distribution of any material to be provided to the panel members prior to the sessions.
- iii) If desired, development and distribution of a questionnaire to the HERDI panel members in advance of the session. If the information requested is required prior to the panel, then the questionnaire needs to be distributed, collected and collated well in advance of the panel.
- iv) Identification of any special facilities and/or audio visual equipment required for the panel. For example, the client may want to video tape the panel. This is possible at additional cost to the client.
- v) If desired, indication of specific panel members desired by the client. These requests reflect regional or size of college desired by the client. As the client gets to know the presidents better there is a tendency to want to identify specific presidents. These requests will be considered and satisfied to the greatest extent possible.

- vi) Pre-determining whether the client is prepared to have other companies observe their panel. Some topics may be too sensitive to allow observers.

4. How do the panel members know what the client expects during the panel session?

Assuming good communication and planning by the client contact and the panel chairperson, the following information/activities will assist the panel members:

- i) An agenda prepared in advance and circulated to all participants.
- ii) Distribution of materials to describe the company and the service or commodity to be focused on during the panel.
- iii) Distribution of a questionnaire, if this is part of the process.

5. How does a panel actually function?

- i) To enable the client to focus on the content, not the process, the panel should be chaired by HERDI consulting president.
- ii) The chairperson calls on the HERDI members to introduce themselves and briefly describe their college.
- iii) The chairperson introduces any observer companies present.
- iv) The chairperson or client contact introduces the agenda.
- v) The chairperson leads the client and HERDI team through the agenda.
- vi) Allowance is made for a break of 15 minutes after approximately half way through the session.
- vii) Time should be built in to sum up the session, determine any follow-up activities required and/or identify further steps to be followed.
- viii) It can be effective to provide any observers present an opportunity to comment.
- ix) Wrap-up by the client contact and the chairperson.

HERDI SUGGESTED GUIDELINES FOR PRESIDENTS/CHANCELLORS

1. Review language in President's/Chancellor's contract and consider:

- Is participation in consulting activities permitted?
- Does it permit a stipend for consulting work?
- Does it provide for a certain number of consulting days; if not, should vacation days be used for attendance?
- Is there anything else in the contract that would prohibit the President/Chancellor from participating in HERDI?

2. Consider obtaining a legal opinion from counsel as to whether President's/Chancellor's participation in HERDI is permitted:

- Under laws and regulations in your particular state
- Under policies of your Community College jurisdiction

3. Advise board annually prior to participation in HERDI sessions, of anticipated participation and:

- Provide information on mission and purpose of HERDI
- Explain President's/Chancellor's purpose in attending and why attendance is beneficial to the board, the students and the institution
- Disclose stipend to be paid by HERDI
- Determine if stipend is to be retained, donated, not accepted, other
- Explain amount of time to be spent attending and location of meeting
- Explain how time will be taken (vacation, consulting days, other)
- Explain expenses, if any, to the institution for attendance
- Advise that report will be made to board following attendance, if desired

4. At all times during HERDI sessions with vendors, Presidents/Chancellors should:

- Maintain the purpose of participation, which is to provide a forum for discussion and feedback on products. HERDI sessions are not sales presentations
- Have no expectation for special consideration or treatment by a vendor by virtue of one's participation in HERDI sessions

5. Following participation, advise the board, in writing:

- Of the benefits to President/Chancellor and Community College of participation
- Of the names of vendors with whom President/Chancellor had panel sessions
- Of promising products/services, if any, that might be beneficial to the institution

6. Review Institution's policies for purchasing:

- Are protections in place regarding conflicts of interest? If so, assure policies are followed
- If purchasing policies do not contain safeguards against conflicts of interest in purchase, consider revising policies to include such safeguards
- In the event of a purchase of a product from HERDI vendor, consider whether purchasing policies are sufficient to rebut a claim of conflict of interest.
- Consider whether disclosure of the specific transaction should be made to the board prior to completion of the transaction

**West Virginia University at Parkersburg Board of Governors
Meeting of August 12, 2009**

ITEM: FY 2009-10 Classified Staff Salary Increases

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors approves classified salary increases 50% of the salary gap calculated by comparing the salary of record on July 1, 2009 to the 2001 Classified Salary Schedule for like pay and years of experience effective October 1, 2009.

STAFF MEMBER: Marie Foster Gnage
President

BACKGROUND:

The cost to WVU Parkersburg to implement fully the 2001 classified salary schedule for FY 2009-2010 is \$123,784. Approval is recommended to fund 50% of the salary gap. The percentage increase would be based on each employee's salary of record on July 1, 2009. The salary amount would be compared to the 2001 HEPC salary schedule for like years of experience and pay grade. The pay raise will be effective October 1, 2009. This proposal will cost \$61,812.

**West Virginia University at Parkersburg Board of Governors
Meeting of August 12, 2009**

ITEM: Board of Governors Operating Procedures

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors approves Operating Procedures as presented.

STAFF MEMBER: Joe D. Campbell, Chair

BACKGROUND:

The attached operating procedures are hereby proposed for adoption by the Board of Governors. These operating procedures are consistent with statutory requirements prescribed in WV Code §18B-2A, 2B, 2C, 3C; the West Virginia Ethics Act (§6B-1-1, et seq.); and the Open Governmental Proceedings Act (§6-9A).

West Virginia University at Parkersburg Board of Governors' OPERATING PROCEDURES

DRAFT
6/3/09

ARTICLE 1: THE BOARD

1.1 Name, Authorization and Mission

The official name of the Board shall be the "West Virginia University at Parkersburg Board of Governors." The Board of Governors and their successors in office are created by the legislature of West Virginia through the Code of West Virginia [§18B-2A] as a governing body, known as the West Virginia University at Parkersburg Board of Governors, with the mission of general supervision and control over the academic and business affairs of West Virginia University at Parkersburg.

1.2 Membership, Elections & Appointments

The Board consists of twelve members: one full-time member of the faculty with the rank of instructor or above duly elected by the faculty; one member of the student body in good academic standing, enrolled for college credit work and duly elected by the student body; one member of the institutional classified employees duly elected by the classified employees; nine lay members appointed by the governor with the advice and consent of the Senate. Except in the case of a vacancy, all member elections shall be held and all appointments shall be made no later than the thirtieth day of June preceding the commencement of the term.

1.3 Terms of Appointment

The student member serves for a term of one year. The faculty member and the classified staff member serve for terms of two years. Terms begin each year on the first day of July. Faculty and staff members are eligible to succeed themselves for three additional terms, not to exceed a total of eight consecutive years. The appointed lay citizen members serve terms of four years each and are eligible to succeed themselves for no more than one additional term. The appointed members of the Board serve staggered terms.

1.4 Vacancies

A vacancy in an unexpired term of a member shall be filled for the unexpired term in the same manner as the original appointment or election.

1.5 Continuation

Other than in the case of written resignation submitted to the Board, each member shall remain in office until a successor has been established by the required process.

1.6 Qualifications

Of the nine members appointed by the Governor, no more than five may be of the same political party. At least six of the members shall be residents of the state. No lay person shall be eligible for appointment to membership on the Board who is an officer, employee or member of any other board of governors, a member of an institutional board of advisors of any public institution of higher education, an employee of any institution of higher education, an officer or member of any political party executive committee, the holder of any other public office or public employment under the government of West Virginia or any of its political subdivisions, or a member of the Policy Commission, or a member of the West Virginia Council for Community and Technical College Education.

1.7 Oath of Office

Before exercising any authority or performing any duties as a member of the Board of Governors, each member shall qualify as such by taking and subscribing to the oath of office prescribed by Article IV, §5 of the Constitution of West Virginia, and the certificate thereof shall be filed with the Secretary of State.

1.8 Removal

A member of the Board of Governors appointed by the Governor may not be removed as a member of the Board by the Governor except for official misconduct, incompetence, neglect of duty or gross immorality and then only in the manner prescribed by law for the removal of the state elective officers by the Governor.

1.9 Compensation

The members of the Board of Governors serve without compensation, but are reimbursed for all reasonable and necessary expenses actually incurred in the performance of their official duties.

1.10 Supervision

The Board of Governors is subject to the supervision of the West Virginia Council for Community and Technical College Education and the Higher Education Policy Commission.

1.11 Collective Authority and Action

The authority of the Governors is conferred upon them as a Board, and they can bind the Board and the college only by acting together through a majority vote of the Board as described in these operating procedures and applicable law.

Except as noted herein, permitted by act of the Board or otherwise provided by law, no individual member may commit the Board to any policy, declaration, directive or action without prior approval of the Board.

1.12 Code of Conduct

Members of the Board of Governors have an obligation to fulfill their responsibilities in a manner which fosters the public's respect, trust and confidence. Accordingly, Board members shall comply with the West Virginia Ethics Act, applicable law, and the highest standards of integrity. Each member of the Board shall vote in a manner the member reasonably believes to be in the best interests of the college. Each member must further recognize his or her personal fiduciary responsibility for protecting and advancing the integrity, interests and assets of the college. Members of the Board shall refrain from placing themselves in situations in which their duty or loyalty to or stewardship of the college may be compromised.

The Board of Governors oversees and supports the management, academic and administrative operations of the college. Members of the Board recognize the role of the President as the chief executive officer of and primary spokesperson for the college and the role of the Chairman of the Board as the primary spokesperson for the Board. The authority of the Board is based on the authority of the Board as a whole, and not on the authority of individual members. Board members shall participate actively in the duties of the Board, exercise critical and independent judgment, and communicate promptly to the Chairman or the President any significant concern regarding the operations of the Board or college.

1.13 Conflicts of Interest

Members of the Board shall perform their responsibilities in a manner which avoids conflicts of interest, or the appearance of such conflicts or of impropriety. Board members shall not use the authority, title, influence, or prestige of their positions, or any confidential information gained as a result of their membership, to solicit business for themselves or others or otherwise obtain any private financial, social, or political benefit which in any manner would be inconsistent with the interest and mission of the college. The standards set out in this

policy are intended to supplement, not replace, applicable law, and must be applied using the good judgment of every Board member.

While the college benefits from a Board whose members come with broad and varied experience and successful involvement in business, industry, education, the professions and government, such a membership also brings broad exposure to interests and influences which may directly or indirectly affect their obligations to the college. It is further possible that, from time to time, the college's best interests, objectively determined, may be served by entering into an appropriate business transaction with a member of the Board of Governors, or an entity in which the member has an interest. Recognizing that the potential for such conflicts of interest cannot be entirely avoided, it is the purpose of this section to set forth appropriate standards for identifying, managing and, where possible, resolving such conflicts with a member (the interested member) in a manner which protects the college's public mission and integrity.

Accordingly, each Board member shall comply with the West Virginia Ethics Act and shall execute an annual conflict of interest statement and provide a copy thereof to the Secretary of the Board. In addition, each member of the Board has an ongoing obligation to disclose at the earliest practicable time all conflicts and potential conflicts and appearances of impropriety, and any such actual or potential conflicts must be addressed pursuant to applicable law and the procedures set forth herein. An interested member shall fully disclose in writing any such conflict or potential conflict, including all pertinent facts, to the Chairman; or, in the case of the Chairman, to the General Counsel for the Council for Community and Technical College Education and Higher Education Policy Commission promptly after becoming aware of such a conflict or potential conflict.

Whenever a Board member is in doubt as to whether a conflict might exist, he or she is encouraged to consult with the Chairman, who may, in his or her discretion, confer in turn with the General Counsel for the Council and Commission. Any information so presented shall, to the extent permitted by law, be held in confidence except when it is determined that a conflict does in fact exist or that it will be in the best interest of the college to disclose the information in executive session to the Board or a committee of the Board. Such disclosure will be made only after informing the Board member concerned.

In the event of a conflict or potential conflict, the interested member shall neither participate in nor be present during any discussion by the Board regarding the matter in conflict; provided, however, that the Board may elect in its discretion to seek information or clarification from the interested member. The interested member shall abstain from all votes on any such matter and the disclosure of such a conflict and the member's recusal shall be recorded in the minutes of the affected meeting.

ARTICLE 2: OFFICERS

2.1 Officers

The Officers of the West Virginia University at Parkersburg Board of Governors shall be: Chair, Vice Chair, and Secretary.

2.2 Election and Tenure

The Board shall elect the officers of the Board for a one year term at its annual meeting in June. The Chair shall be elected from among the nine lay members of the Board. No member may serve as chair for more than four consecutive years except as specified below under Section 2.5, Vacancies.

2.3 Resignation

Any officer may resign at any time by giving written notice to the Chair and to the President of the college.

2.4 Removal

Any officer may be removed by the Board at any time by majority vote of the members of the Board.

2.5 Vacancies

In the event of a vacancy in the office of Chair, the Vice Chair shall succeed to the office of Chair for the rest of that fiscal year (July 1 – June 30), and shall remain eligible to serve as chair in the following fiscal years (maximum of 28 consecutive months). In the event of a vacancy in the offices of Vice Chair or Secretary, the members shall elect the new officer at the next meeting following the occurrence of the vacancy. No limitation shall apply as to the consecutive years of service as Vice Chair or Secretary.

2.6 Duties of the Officers

2.6.1 Chair:

- a. The Chair shall preside, with right to vote, at all meetings of the Board of Governors and the Executive Committee.
- b. The Chair shall be an ex officio member, without vote, on all committees unless appointed as a regular voting member of a committee.
- c. The Chair may sign, on behalf of the Board or college, any documents or instruments that the Board has authorized to be executed.
- d. The Chair shall appoint the members of all committees, subject to approval by the Board.
- e. The Chair shall perform all duties incident to the office of the Chair, including setting meeting agendas, and such other duties as may be prescribed by the Board from time to time, and shall be the spokesperson for the Board.

2.6.2 Vice Chair:

- a. The Vice Chair shall perform all the duties and exercise the powers of the Chair during the Chair's absence or incapacity.
- b. The Vice Chair shall perform such other duties as may be assigned to the Vice Chair by the Chair of the Board.

2.6.3 Secretary:

- a. The Secretary shall provide for the keeping of the minutes of all meetings of the Board and shall assure that such minutes are filed with the records of the college, and made available to the members of the Board, officers of the college and the public consistent with the provisions of these bylaws.

b. The Secretary shall provide for the preparation of reports of the Executive Committee and for distribution of the reports to each member of the Board.

c. The Secretary shall give or cause to be given appropriate notices in accordance with these bylaws or as required by law.

d. The Secretary shall distribute the agenda for all Board meetings.

e. The Secretary shall perform all duties incident to the office of the Secretary and such other duties as may be assigned from time to time by the Chair of the Board.

f. The Secretary may delegate to a staff Board liaison any or all of those duties associated with the taking or distribution of minutes, the providing of notices, or other similar administrative duties.

2.7 Offices:

The principal offices of the Board of Governors shall be the Office of the President, West Virginia University at Parkersburg, 300 Campus Drive, Parkersburg, West Virginia 26104.

ARTICLE 3: MEETINGS

3.1 Frequency

The Board of Governors shall meet in regular session not less than six times in each fiscal year. The schedule of meetings will be determined by the Chair in consultation with the Board.

3.2 Annual Meeting

The annual meeting shall be held each year in June.

3.3 Notification & Access

The date, time, place and agenda of all regularly scheduled meetings and the date, time, place and purpose of all special meetings shall be announced in advance in the State Register, as prescribed by the Open Governmental Proceedings Act (§6-9A). Meetings of the Board shall be open to the public as provided by law.

3.4 Emergency Meetings

In the event of an emergency, the Chairperson may file an emergency meeting notice at any time prior to the meeting. The emergency meeting notice shall state the date, time, place and purpose of the meeting and the facts and circumstances of the emergency. The meeting shall be limited to the emergency agenda identified in the notice.

3.5 Meeting Location

Meetings will ordinarily be held on the campus of West Virginia University at Parkersburg, but may be held at such other places as the Board may determine.

3.6 Quorum

A majority of members (7) shall constitute a quorum to do business, but a smaller number may meet and adjourn to some other time or until a quorum is obtained. Telephonic or other electronic means of attending the meeting shall qualify toward the quorum.

3.7 Parliamentary Procedure

The business at each meeting shall be conducted under general parliamentary rules set forth in Robert's Rules of Order as modified or interpreted by the Board.

3.8 Agendas

The agenda for every meeting of the Board shall be prepared by the Chair of the Board with the assistance of the President of the college. Any member of the Board of Governors may present to any meeting of the Board any item for information or discussion whether or not the same is on the agenda of the meeting, but no final action shall be taken on an item that is not consistent with the agenda or purpose of the meeting.

3.9 Minutes

Minutes of each meeting of the Board shall be prepared, approved by the Board, and recorded permanently with the signature of the Secretary.

Subject to the exceptions set forth under the Open Governmental Proceedings Act, minutes of all meetings shall be available to the public within a reasonable period of time after the meeting and shall include, at least, the following information:

1. The date, time, and place of the meeting;
2. The name of each member of the Board, present and absent;
3. All motions, proposals, resolutions, orders and measures proposed, the name of the person proposing the same and their disposition; and
4. The results of all votes and, upon the request of a member, pursuant to the rules of the Board for recording roll call votes, the vote of each member by name.

3.10 Voting

3.10.1 Manner of Voting

Votes on all matters coming before the Board or any of its committees shall be taken by voice vote, but a roll call vote shall be taken upon the request of a member for a roll call vote.

3.10.2 Off-Site Voting

Whenever any member participates in a meeting of the Board by telephone or any other means when not physically present at the meeting location, such member(s) shall be individually polled as to each vote of the Board.

3.10.3 Proxy Voting

No member may vote by proxy.

3.11 Executive Session

By vote of a majority of the members present at any meeting of the Board, and in accordance with the Open Governmental Proceedings Act, portions of a meeting, including committee meetings, may be closed to the public.

No minutes shall be taken of executive sessions of the Board and no decision may be made in the executive session. No person not a member of the Board shall be in attendance at such executive session except at the direction of the members.

3.12 Protocol for Meetings of the Board of Governors

All those in attendance at meetings of the Board of Governors may be asked to identify themselves before addressing the Board or in appropriate circumstances upon entry to the meeting. Only members of the Board of Governors, the President, those recognized by the Chair or by majority vote of the members present may address the Board.

If space is limited in the meeting room, those with business before the Board of Governors and the members of the press shall have priority over those who are visitors.

The Board may remove from the meeting any member of the public who is disrupting the meeting to the extent that orderly conduct of the meeting is compromised.

3.13 Appearances before the Board

Persons who desire to have an item placed on the Board's regular or special meeting agenda may submit a request in writing to the Chair or to the President of the college. After consultation with the President, the Chair may either place the requested item on an upcoming agenda or reject it, notifying the person of the reasons for the decision; the Chair may also refer the item to a committee of the Board. Such a request may include a request to address the Board in relation to the proposed agenda item and shall be made in sufficient time to be considered prior to the issuance of the agenda.

At any meeting where the Board requests that persons who desire to address the Board register to address the body, persons may not be required to register more than fifteen (15) minutes prior to the time the scheduled meeting is to commence.

When deemed proper, a majority of the Board may waive these rules and hear any person on any subject, before either the committee of the whole or any committee of the Board.

ARTICLE 4: COMMITTEES

4.1 Formation and Operating Procedures:

4.1.1

The Board may appoint committees and prescribe their duties and functions. All committees shall keep a record of their proceedings and shall report to the Board as required. The delegation of any authority of the Board to any committee shall not operate to relieve the Board or any member thereof of any responsibility imposed by law.

4.1.2

All resolutions and all committee reports offered which involve matters for record in the minutes shall be made in writing.

4.2 Standing Committees

The Board of Governors may have the following Standing Committees:

- Executive Committee
- Audit Review Committee
- Administrative Services Committee
- Academic and Student Services Committee

4.3 Special Committees

Additional Committees, such as a Nominating Committee, may be established from time to time and for such period as required to complete their mission. Members and chairs of such committees shall be appointed by the Board Chair.

4.4 Executive Committee

4.4.1 Membership:

The Executive Committee shall be chaired by the Chair of the Board and shall consist of the Board's Officers and the chairs of the Board's Standing Committees.

4.4.2 Duties:

The duties of the Executive Committee shall include acting on behalf of the Board when so directed by the Board.

4.4.3

When Board action is required between scheduled meetings of the Board, and a special meeting of the Board is not practicable, the Chairman, in his/her discretion, may convene the Executive Committee to act on the Board's behalf, subject, as appropriate, to vote by the full board at the next regular meeting of the Board.

4.4.4

All members of the Board shall be notified of any meeting of the Executive Committee and shall be entitled to participate in the discussion, provided however, that a quorum for this purpose shall consist of a majority of the members of the Executive Committee and approval requires a majority vote of the Executive Committee members present.

4.5 Committee Appointments

All committees of the Board shall be appointed by the Chair of the Board, who shall also designate members of each committee to serve as its chair. The chair of each committee may from time to time appoint subcommittees from the committee's membership and designate the chair of each subcommittee.

ARTICLE 5: RELATIONSHIP OF THE BOARD AND THE PRESIDENT

5.1

The President shall be the chief executive officer of the college and the official advisor to and executive agent of the Board of Governors and its Executive Committee. The President shall, as educational and administrative head of the college, exercise a general superintendence over all the affairs of the institution, and bring such matters to the attention of the Board as are appropriate to keep the Board fully informed in meeting its policy-making responsibilities. The President shall be the spokesperson for the college.

5.2

The President shall have power to perform all acts and execute all documents to make effective the actions of the Board. The President may delegate to officers of the college administration authority to execute documents on behalf of the college, to make effective actions of the Board, or as necessary for the general operation of the college in accordance with these guidelines and with the Delegation of Powers enacted by the Board.

5.3

Unless otherwise determined by the Board, the President shall attend all meetings of the Board and its committees, and have the right to speak, offer advice and otherwise participate in such meetings, except that the President shall not vote on any board matter.

ARTICLE 6: AMENDMENTS

These operating procedures may be amended or repealed at any meeting of the Board by an affirmative vote of a majority of the Board, provided that copies of such amendments or notices of repeal are submitted in writing to each member at least ten days in advance of such meeting.

This Board recognizes that certain of these procedures are intended to accurately reflect current applicable State law and that whenever any change in State law occurs, whether by change in statute or judicial interpretation, such change shall take precedence over and be deemed to be an amendment to the conflicting procedure.

**West Virginia University at Parkersburg Board of Governors
Meeting of August 12, 2009**

ITEM: Reciprocity Agreement with Washington State
Community College

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors approves the Reciprocity Agreement between WVU Parkersburg and Washington State Community College.

STAFF MEMBER: Marie Foster Gnage, President

BACKGROUND:

The purposes of this Tuition Reciprocity Agreement are to continue to improve the educational opportunities available in the greater Marietta-Parkersburg Metropolitan Statistical Area (MSA) and to minimize the cost of such improvements for the taxpayers and legislative bodies of both states by cooperative planning and joint educational effort. In addition to increasing student choice and enhancing the academic quality of the participating institutions, this Tuition Reciprocity Agreement aims to minimize costly duplication of education programs, promote the maximum use of existing educational facilities, and address the increasing problems of enrollment fluctuation and fiscal constraints in the greater Marietta-Parkersburg area.

TUITION RECIPROCITY AGREEMENT

**Washington State Community College
And
West Virginia University at Morgantown
West Virginia University at Parkersburg**

This Tuition Reciprocity Agreement is entered into between the Chancellor of the Ohio Board of Regents, the West Virginia Higher Education Policy Commission, the West Virginia Council for Community and Technical College Education, West Virginia University at Morgantown, West Virginia University at Parkersburg, and Washington State Community College, pursuant to the provisions of Section 3333.17 of the Ohio Revised Code, Section 18B-4-3 of the West Virginia Code and in compliance with rules and procedures of the aforementioned Parties.

I. Purpose

The purposes of this Tuition Reciprocity Agreement are to continue to improve the educational opportunities available in the greater Marietta-Parkersburg Metropolitan Statistical Area (MSA) and to minimize the cost of such improvements for the taxpayers and legislative bodies of both states by cooperative planning and joint educational effort. In addition to increasing student choice and enhancing the academic quality of the participating institutions, this Tuition Reciprocity Agreement aims to minimize costly duplication of education programs, promote the maximum use of existing educational facilities, and address the increasing problems of enrollment fluctuation and fiscal constraints in the greater Marietta-Parkersburg area.

II. Terms

1. Duration and Termination

The Agreement shall be effective beginning July 1, 2009 through June 30, 2011 and may be renewed prior to June 30, 2011 by mutual consent of all of the Parties for a period of two years. As the Agreements must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for the term of July 1, 2011 to June 30, 2013.

- a. All parties agree to meet regularly to discuss expansion of the agreement prior to June 30, 2011. Regular meetings for that purpose will be coordinated by the Chancellor of the Ohio Board of Regents, the West Virginia Higher Education Policy Commission, and the West Virginia Council for Community and Technical College Education.

The Agreement may be amended through mutual consent of all Parties, providing the amendment is in writing and signed by all Parties to the Agreement prior to the effective date of the amendment.

- a. The Parties may amend the Agreement in the following manner. Amendments must be presented to each of the Parties of this Agreement for their consideration. Each Party of this Agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the Agreement. The responses will be sent to all Parties in the Agreement. After sixty (60) days, if all Parties approve of the proposed amendment, the Agreement will be amended. If all Parties do not approve, the Agreement will not be amended.

A review of this Agreement may occur from time to time at the request of any Party hereto, provided all Parties to this Agreement are served with written notice of such request at least ninety (90) days prior to said review.

This Agreement may be terminated by any of the participating institutions, the Chancellor of the Ohio Board of Regents, the West Virginia Higher Education Policy Commission, or West Virginia Council for Community and Technical College Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the Parties to this Agreement.

2. West Virginia Residents' Eligibility for Ohio Programs

Washington State Community College agrees to accept at Ohio resident tuition rates, any resident of Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt, and Wood counties of West Virginia who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Washington State Community College in the programs not specifically excluded from this Agreement. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

The following associate-level programs are included in this Agreement:

American Sign Language Interpretation

Diesel Truck Systems Technology

Medical Laboratory Technology

Industrial Technology

Respiratory Therapy Technology

Radiologic Technology

Physical Therapist Assistant Technology

3. Ohio Residents' Eligibility for West Virginia Programs

West Virginia University at Morgantown and West Virginia University at Parkersburg agree to accept at West Virginia resident tuition rates, any resident of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at West Virginia University at Morgantown or West Virginia University at Parkersburg in the programs specifically included in this Agreement. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

The following baccalaureate degree programs available on the WVU at Morgantown campus are included in this Agreement:

School of Physical Education:

Athletic Coaching Education (B.S.P.Ed.)

Sport and Exercise Psychology (B.S.P.Ed.)

College of Engineering and Mineral Resources:

Mining Engineering (B.S.Min.E.)

Petroleum and Natural Gas Engineering (B.S.PNGE.)

Davis College of Agriculture, Forestry and Consumer Sciences:

Agricultural & Extension Education (BS Agr)

Animal & Nutritional Sciences (BS/BS Agr)

Human Nutrition & Food (BS)

Biochemistry (BS)

Forest Resource Management (BS Forestry)

Agronomy (BS/BS Agr)

Environmental Protection (BS/BS Agr)

Horticulture (BS/BS Agr)

Basic Sciences (BS/BS Agr)

Recreation, Parks, & Tourism Resources (BS Recreation)

Environmental & Natural Resource Economics (BS/BS Agr)

Agribusiness Management & Rural Development (BS/BS Agr)

Wildlife & Fisheries Resources (BS)

Wood Science & Technology (BS)

The following baccalaureate degree programs available on the WVU at Parkersburg campus are included in this Agreement:

WVU at Parkersburg degree programs:

Bachelor of Applied Science

Bachelor of Science in Business Administration

Bachelor of Arts in Elementary Education

Bachelor of Applied Technology

Regents Bachelor of Arts

WVU at Parkersburg Associate and Certificate programs:

Governors Associate of Applied Science

Industrial Maintenance Technology

Multicraft Technician

Surgical Technology Certificate Program

Technical Studies

Welding Technology

Welding Management Technology

4. New Program Eligibility

Any new program may be included in this Agreement upon successful completion of the Agreement's amendment process, as listed above. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

5. Resident Status

- a. During the period of the Agreement, the Chancellor of the Ohio Board of Regents will consider residents of residents of Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt, and Wood counties in West Virginia, who attend Washington State Community College under this Agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to Washington State Community College.
- b. During the period of this Agreement, the West Virginia Higher Education Policy Commission West Virginia Council for Community and Technical College Education, and participating institutions will consider residents of Ohio who attend West Virginia University at Morgantown and West Virginia University at Parkersburg under this Agreement as qualifying for West Virginia resident tuition rates.

6. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of his/her institution, will continue to receive reciprocity benefits under this Agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by the enrolling institutions of his/her future status. If the Agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until the completion of their programs of study, subject to the biennial limitations as described in paragraph II.1.

7. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Washington State Community College, West Virginia University at Morgantown and West Virginia University at Parkersburg by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this agreement must

apply for such rates at the institution where they plan to enroll. Failure to apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

8. Annual Report

By June 30 of each year, Washington State Community College, West Virginia University at Morgantown and West Virginia University at Parkersburg agree to provide annual reports on the enrollment and fiscal implications of the Agreement to the other respective institutions, the Chancellor of the Ohio Board of Regents, the West Virginia Council for Community and Technical College Education and the West Virginia Higher Education Policy Commission. Specific forms for the annual report may be prescribed by the state agencies.

III. Approval

This Agreement is not effective unless and until approved by the Chancellor of the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code, and pursuant to Section 18B-4-3 of the West Virginia Code, the West Virginia Higher Education Policy Commission and the West Virginia Council for Community & Technical College Education.

IV. Counterparts

This Agreement may be executed in counterparts, each counterpart agreement shall be deemed an original and all of which together shall constitute one in the same instrument.

TUITION RECIPROCITY AGREEMENT

SIGNATURE PAGES

STATE AGENCIES

Brian Noland, Chancellor

West Virginia Higher Education Policy Commission

Signed: _____

Date: _____

James L. Skidmore, Chancellor

West Virginia Council for Community and Technical College Education

Signed: _____

Date: _____

Eric D. Fingerhut, Chancellor

Ohio Board of Regents

Signed: _____

Date: _____

INSTITUTIONS

Marie Foster Gnage, Campus President
West Virginia University at Parkersburg
and Regional Vice President, WVU

Signed: _____

Date: _____

James P. Clements, President
West Virginia University

Signed: _____

Date: _____

Charlotte R. Hatfield, President
Washington State Community College

Signed: _____

Date: _____

**West Virginia University at Parkersburg Board of Governors
Meeting of August 12, 2009**

ITEM: Agreement with Ohio Valley Health Care

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors approves the Agreement between West Virginia University at Parkersburg and Ohio Valley Health Care as presented.

STAFF MEMBER: Marie Foster Gnage, President

BACKGROUND:

The attached Agreement is proposed between West Virginia University at Parkersburg and Ohio Valley Health Care for the purpose of providing temporary housing in the event of an emergency.

AGREEMENT

This Agreement (“Agreement”) is made and entered into this _____ day of _____, by and between West Virginia University at Parkersburg (“WVUP”), and Ohio Valley Health Care, Inc. (“OVHC”).

WHEREAS, WVUP desires to provide to OVHC, and OVHC desires to receive from WVUP, access to Temporary Housing (as further described herein) upon the occurrence of an Emergency Event (as further described herein), all pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. WVUP hereby agrees, within twenty-four (24) hours of notice of an Emergency Event from OVHC, to provide OVHC, and its Parkersburg residents at the time of notice, access to the Temporary Housing until transportation or other housing arrangements can be provided by, or on behalf of, OVHC, but in no event longer than seven (7) days from the date of the above-referenced notice.
2. For purposes of this Agreement, “Emergency Event” shall mean an incident of fire, weather or other such natural disaster destroying or significantly damaging OVHC’s Parkersburg facility, and forcing the emergency evacuation of OVHC and its residents from such facility.
3. For purposes of this Agreement, “Temporary Housing” shall mean the building, facility, room or space within WVUP’s campus, and designated by WVUP in its sole discretion, to which OVHC and its residents will be given access hereunder upon an Emergency Event.
4. This Agreement shall commence, and become effective, on the date first set forth above, and shall continue for two (2) years thereafter, unless earlier terminated pursuant to the terms of this paragraph. Any party hereto shall have the right to terminate this Agreement immediately with written notice thereof to the other party hereto, upon any material breach of the terms and conditions set forth herein by such other party hereto. In addition, WVUP shall have the right to terminate this Agreement, with thirty (30) days written notice thereof to OVHC, for any reason or no reason at all.
5. The Temporary Housing shall at all times be under the control of WVUP, and duly authorized representatives of WVUP shall have the right to enter the Temporary Housing, or any part thereof, at all times during the period covered by this Agreement. OVHC agrees to observe and obey all directives given by duly designated personnel of WVUP including but not limited to directives related to maintenance and public safety. OVHC further agrees to take responsibility for the implementation and enforcement of these items and to cause its employees and residents to comply with all reasonable requests of WVUP, its personnel and security agents, relating to the Temporary Housing.

6. OVHC hereby acknowledges and agrees that it accepts, and will accept, the Temporary Housing in “as is” condition, that WVUP is under no obligation to make any repairs, renovations, or alterations to the Temporary Housing, and that WVUP has made no representations or warranties regarding the fitness of such Temporary Housing for any particular purpose or use. OVHC hereby agrees to leave the Temporary Housing in as good a condition as the same was at the outset of each use, reasonable wear and tear excepted. OVHC shall not make any temporary or permanent modifications to the Temporary Housing, without the prior consent of WVUP.

7. Without limiting any of the foregoing, OVHC agrees to comply with, and abide by, any and all federal, state and local laws and regulations, as well as WVUP policies and procedures, applicable to its activities, as contemplated herein.

8. In consideration of WVUP’s provision of the Temporary Housing, as contemplated herein, OVHC agrees to indemnify, hold harmless and defend WVUP, West Virginia University, and their respective officers, employees, agents and related entities, from and against all demands, claims, injuries, losses, damages, actions, suits, causes of action, proceedings, judgments, liabilities and expenses (including attorneys’ fees, court costs and other legal expenses), arising out of, or in any way connected with, this Agreement, or OVHC’s access to, or use of, the Temporary Housing.

9. All notices to be provided hereunder shall be sent by personal delivery, regular registered or certified U.S. mail, adequate postage prepaid, or facsimile, to the address set forth below:

WVUP: 300 Campus Drive
Parkersburg, WV 26105
Fax: 304-424-8204

OVHC: 222 Nicolett Road
Parkersburg, WV 26104
Fax: 304-485-5184

10. No party hereto shall be responsible for any failure to perform or delay in performing any of its obligations hereunder, where and to the extent that such failure or delay results from causes outside the reasonable control of such party. Each party shall promptly notify the other of any actual or anticipated excusable delay and the anticipated duration of the same.

11. OVHC shall not sell, assign, transfer, or otherwise convey any of its rights (or delegate any of its duties) under this Agreement without the prior written consent of WVUP. The interests, rights, powers, duties and liabilities of the parties hereto shall attach to the benefit of and shall be binding upon each party's respective successors and assigns.

12. No condition, covenant, duty or obligation contained in this Agreement can be waived except by written agreement signed by an authorized representative of each party. Forbearance or indulgence in any form or manner by any party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

13. This Agreement constitutes the entire agreement and understanding between the parties as to the matter set forth herein, and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Any amendments, modifications, alterations or changes to this Agreement shall be in writing and signed by an authorized representative of each party.

14. This Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia. This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

WVUP

By: _____

Print: Marie Foster Gnage, Ph.D.

Title: President, West Virginia University at Parkersburg

OVHC

By: _____

Print: _____

Title: _____

**West Virginia University at Parkersburg Board of Governors
Meeting of August 12, 2009**

ITEM: Proposed Policy B-54

RECOMMENDED RESOLUTION: *Resolved*, That the West Virginia University at Parkersburg Board of Governors approves the adoption of Policy B-54, Emergency Call-In, without revision.

STAFF MEMBER: Debbie Richards
Special Assistant to the President
for Policy and Social Justice

BACKGROUND:

The proposed policy was presented to the Board of Governors on June 10, 2009, and a 30-day public comment period followed.

One comment was received and is attached. The institution's response to the comment is included and supports this recommendation for approval without revision.

The policy is consistent with one adopted earlier by the West Virginia University Board of Governors and will provide nonexempt employees of WVU at Parkersburg at least 2.5 hours of compensation for returning to work outside of their regular work schedule to address an emergency work situation.

The attached copy of the proposed policy is recommended for approval without revision.

Comments Received Regarding Proposed Policy B-54, Emergency Call-In

Submitted on 6/17/09:

To whom it may concern:

This is a concern I have with the emergency call in policy B-54 section 4, 4.5. It would be nice if an employee that is called out would get overtime pay or compensatory time off no matter how many hours they have worked in that week. Sometimes you may not get the most qualified employee to come out if there is a holiday or they have a vacation day scheduled in that week.

If an employee is only getting 2.5 hours minimum we accentually will not be getting any overtime until we reach 40 hours so if we only get one call out for that week we only get regular pay for that 2.5 hours. Some employees that have a long commute may not think it will be worth the drive in for regular pay. If the employee was to get 3 hours at least then they would be getting a half hour overtime (providing that they have met the 37.5 hour work week).

If you could do anything to address these concerns it would be greatly appreciated.

Institution's Response

Title 135 Series 8 of the WV Council for Community and Technical College Education establishes the rule concerning overtime pay and governs any provision for overtime as it relates to the proposed Board of Governors Policy B-54. Series 8 states:

Section 4.3 "...Overtime does not commence until forty (40) hours have actually been worked within one (1) workweek. Regular hourly pay, also known as 'straight time,' is paid for work time between thirty-seven and one-half (37 1/2) hours and forty (40) hours in a work week. "

Section 4.4 "Only actual hours worked are included in calculating overtime. Pay which is received for holidays, annual leave, sick leave, or work release time.....is not counted as working hours for purposes of overtime."

Section 4.4 of proposed Policy B-54 on Emergency Call-In allows the supervisor the option of offering compensatory time off in lieu of monetary compensation. In addition, Section 4.5 allows emergency call-in hours to count as time worked toward any calculations of overtime pay.

Regarding the minimum number of 2.5 hours allowed by the proposed Emergency Call-In policy, this proposal is consistent with the policy adopted by West Virginia University Board of Governors and the institution's continued affiliation with the University.

West Virginia University at Parkersburg Board of Governors

**POLICY B-54
EMERGENCY CALL-IN**

Section 1. General

1.1 This policy establishes that a regular, non-exempt employee will receive a guarantee of at least two and a half (2.5) hours of compensation, in consideration of the inconvenience of returning to work outside of his/her regular work schedule for emergency call-in situations.

1.2 Authority. – W. Va. Code [§18B-1-6](#) and [§18B-2A-4](#); CCTCE Title 135, [Series 4](#); and WVU at Parkersburg Board of Governors [Policy A-45](#)

1.3 Effective Date. –

Section 2. Policy

2.1 All regular, non-exempt employees of the West Virginia University at Parkersburg Board of Governors who respond to a request for emergency call-in shall be guaranteed a minimum of at least two and a half (2.5) hours of compensation, at the applicable rate of pay, for each occasion in which the employee responds to an emergency call-in situation, at the request of management.

Section 3. Definitions

3.1 Eligible Employee – a regular employee who is designated as non-exempt under the Fair Labor Standards Act.

3.2 Emergency Call-In – is when an eligible employee has left the work site, and is requested to respond, on short notice, to an emergency work situation to:

- Protect or provide emergency services to people, property, facilities or equipment;
- Mitigate unsafe situations or conditions; and/or
- Avoid significant service disruption.

3.2.1 An emergency call-in may involve either going into work prior to the eligible employee's scheduled shift, coming back to work after the eligible employee's scheduled shift has ended, or coming into work on a scheduled day off.

3.2.2 An employee who is asked to report early for his/her regular shift, or stay late after his/her regular shift is not eligible for emergency call-in compensation, because these hours are adjacent to his/her normal working hours. Emergency call-in compensation does not apply to additional shifts scheduled in advance outside of normal work hours. However, the employee will be compensated for all hours worked in accordance with college policies and procedures.

Section 4. Implementation

- 4.1 The Director of Facilities and Grounds is responsible for interpreting this policy and may formulate specific procedures for its implementation in consultation with the Director of Human Resources.
- 4.2 The Director of Facilities and Grounds or his/her designee is responsible for determining when an emergency call-in situation exists. Supervisors of eligible employees are responsible for adhering to the requirements of this policy and ensuring that an eligible employee receives appropriate compensation for emergency call-in situations.
- 4.3 An eligible employee, who responds to a request for emergency call-in on a college recognized holiday or emergency closure, shall be guaranteed a minimum of two and a half (2.5) hours of holiday/emergency closure premium compensation for each occasion in which the eligible employee responds in an emergency call-in situation.
- 4.4 Supervisors will have the option to offer compensatory time off in lieu of monetary compensation. In order to provide compensatory time off in place of monetary compensation the employee must also agree to be compensated with compensatory time off in accordance with college policies and procedures.
- 4.5 Emergency call-in hours will count toward any calculations of overtime pay, in accordance with college policies and procedures.