

Meeting of the  
Pierpont Community & Technical College  
Board of Governors

**Emergency Meeting of August 13, 2009**

By Phone Conference with Physical Meeting Location – 230 Hardway Hall  
11:00am

**AGENDA**

**Call to Order**

1. Opening Comments
2. Approval of the amendments to the Joint Operating Agreement for Academic Programs, dated April 21, 2005 and the Memorandum of Agreement for the Delivery of Associate Degree Programs dated April 21, 2005.

*Tab 1 - Action Item*

**The urgency of the meeting is to allow the Pierpont Community & Technical College and Fairmont State University Boards of Governors to finalize and approve the amended agreement so that it may be considered by the West Virginia Community & Technical College Council at its August 19, 2009 meeting.**

**Next Meeting date is Tuesday, September 15, 2009 at the Hardway Hall, room 219.**

**Pierpont Community & Technical College Board of Governors**  
Meeting of August 20, 2009

**ITEM:** Tuition & Fee Subsidy for Nursing and Engineering Technology Students  
**COMMITTEE:** Committee of the Whole  
**RECOMMENDED RESOLUTION:** *Resolved*, That Pierpont Community & Technical College will institute a phase out of paying subsidies to FSU Nursing and Engineering Technology Students  
**STAFF MEMBER(S):** Blair Montgomery, President Pierpont Community & Technical College

**BACKGROUND:** In April 2005 Fairmont State Community & Technical College (FSC&TC) and Fairmont State University signed an agreement that FSU would charge FSC&TC the difference between the University tuition and fees and those of the community college for associate degree students in nursing and engineering technology. At this time there was one Board of Governors shared between the University and the C&TC. In 2005-2006 the tuition and fee differential was \$940 per student per year. Payment to the University at this level cost \$254,810. In 2009-10 the tuition and fee differential is \$1492 per student per year. Payment to the University at this level would cost \$345,000.

The cost differential has grown over the past four years creating a serious financial drain on the resources of the C&TC limiting our expansion in other programs of study and/or hiring additional C&TC faculty or staff.

This action proposes that the payment of this tuition and fee differential be phased out beginning with 2009-10 school year with the C&TC paying for those students in their second year of study in engineering technology and nursing. The cost for this is \$160,000 to \$175,000. Students entering the FSU programs of nursing and engineering technology for 2009-10 would pay the University tuition and fees with financial aid covering the costs for those students who are eligible. There would be no differential payments for nursing or engineering technology students during the 2010-11 school year and thereafter.

FAIRMONT STATE UNIVERSITY  
and  
PIERPONT COMMUNITY AND TECHNICAL COLLEGE

Agreement to modify the terms and conditions

of the

Joint Operating Agreement for Academic Programs  
dated 21 April 2005 between  
Fairmont State University  
and  
Fairmont State Community and Technical College

and the

Memorandum of Agreement for the Delivery of Associate Degree Programs  
dated 21 April 2005 between  
West Virginia Council for Community & Technical College Education  
and  
Fairmont State Board of Governors

19 August 2009

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The Board of Governors of Fairmont State University and the Board of Governors of Pierpont Community and Technical College agree to modify the above referenced documents, copies of which are attached, as follows:

Joint Operating Agreement for Academic Programs

1. All references to "Fairmont State Community and Technical College" are hereby replaced by "Pierpont Community and Technical College";
2. All references to "FSC&TC" are hereby replaced by "PC&TC";
3. Strike the last two sentences in the paragraph labeled "Associate degree program"; the paragraph shall read:

**Associate degree programs:** It is assumed that this will be the exclusive domain of FSC&TC PC&TC with the exception of the ADN nursing and the ABET accredited programs in Technology\* These programs are expensive to operate, the faculty are all FSU employees and the programs have historic roots within FSU extending back to the 1950s and 60s. ~~The net cost to students in these programs shall not exceed the FSC&TC rate. This will be facilitated by a charge back from FSC&TC to FSU of the difference between the baccalaureate and FSC&TC tuition and fee rates.~~

Memorandum of Agreement for the Delivery of Associate Degree Programs

1. All references to "Fairmont State Community and Technical College" are hereby replaced by "Pierpont Community and Technical College";

2. In the section labeled "TERMS & CONDITIONS, *Fairmont State University will:*" strike the following sentence:

~~> Charge the Fairmont State Community and Technical College tuition and fee rate for programs indentified in this agreement; and~~

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Andy Kniceley, Chair  
Board of Governors  
Fairmont State University

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Griffin, Chair  
Board of Governors  
Pierpont Community &  
Technical College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas L. Krepel, President  
Fairmont State University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Blair Montgomery, President  
Pierpont Community &  
Technical College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bob Lee Brown, Chair  
West Virginia Council for  
Community and Technical  
College Education

\_\_\_\_\_  
Date

Fairmont State University  
 Fairmont State Community and Technical College

Joint Operating Agreement for Academic Programs

State Universities and Community and Technical Colleges have distinct missions in many areas of higher education but there is also a significant area of overlap. This agreement is intended to divide these areas of overlap of mission and thereby help both institutions focus resources, minimize duplication and allow for economies of scale. The end goal is to better provide cost effective and high quality service to the citizens of West Virginia.

Areas of mission overlap are as follows:

1. Continuing Education
2. Workforce Training
3. Lower Division Off-campus courses
4. Dual Credit High School courses
5. Some Associate Degree areas
6. Some Baccalaureate Degree areas

In the table below and the narrative that follows is a description of the agreement on how to partition the mission to meet the objectives.

Mission		FSU	FSC&TC	Comments
Graduate Programs				
	Masters	X		
	Graduate Certificates	X		
Bachelors Degree Programs		X		
Associate Degree Programs				
	AS/AA	X	X	FSU TAC/ABET Accredited Programs* and NURSING ADN ONLY
	AAS		X	
UG Certificate Programs		X	X	FSU Upper Division Only
Extension Programs				
	Workforce Training		X	FSU only by request and in collaboration with FSC&TC
	Continuing Education		X	FSU only by request and in collaboration with FSC&TC
	Off Campus Lower Division		X	
	Off Campus Upper Division	X		
	Dual Enrollment		X	

Graduate degrees, courses and programs: It is assumed this will be the exclusive area of FSU. In certain degree areas it maybe appropriate for FSC&TC faculty to teach at the graduate level for FSU and be members of graduate committees.

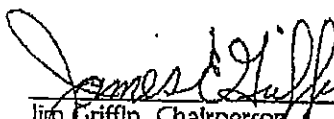

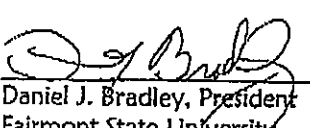
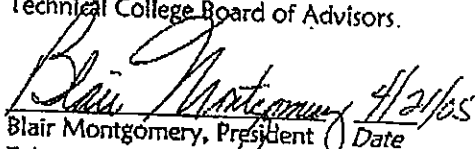

Bachelors degree programs: It is assumed that this will be the exclusive area of FSU. In many cases FSU expects to use the expertise of FSC&TC faculty to teach upper division courses and to advise bachelor level students. A current example would be the program in Aviation Administration.

Associate degree programs: It is assumed that this will be the exclusive domain of FSC&TC with the exception of the ADN nursing program and the ABET accredited programs in Technology\*. These programs are expensive to operate, the faculty are all FSU employees and the programs have historic roots within FSU extending back to the 1950's and 60's. The net cost to students in these programs shall not exceed the FSC&TC rate. This will be facilitated by a charge back from FSC&TC to FSU of the difference between the baccalaureate and FSC&TC tuition and fee rates.

Extension Programs: FSC&TC is responsible for all lower division and not for credit programs.

Contingency: Enforcement of this agreement is contingent on the continuation of the attached Memo of Understanding with the West Virginia Council for Community & Technical College Education.

\* Architecture, Civil, Electronics, Mechanical, and Safety Engineering Technology

 Jim Griffin, Chairperson Fairmont State Board of Governors Date 04/21/05	 Dixie Copley, Chairperson Fairmont State Community & Technical College Board of Advisors. Date 4/21/05
 Daniel J. Bradley, President Fairmont State University Date 4/21/05	 Blair Montgomery, President Fairmont State Community & Technical College Date 4/21/05
 Nelson B. Robinson WV Council for Community & Technical College Education Date 4.5.05	



## LEGISLATION

Senate Bill 448

§ 18B-3C-8

Section C (2) states the following:

- (2) *Fairmont state community and technical college.* -- Fairmont state community and technical college is an independently accredited community and technical college. The community and technical college is developed on the base of the component community and technical college of Fairmont state college. Subject to the provisions of this section, the president and the governing board of Fairmont state college are responsible, according to a plan approved by the council, for step-by-step implementation of the independently accredited community and technical college which adheres to the essential conditions pursuant to section three of this article. Subject to the provisions of section twelve of this article, the community and technical college will remain administratively linked to Fairmont state college. Fairmont state college may continue associate degree programs in areas of particular institutional strength which are closely articulated to their baccalaureate programs and missions or which are of a high-cost nature and can best be provided in direct coordination with a baccalaureate institution. Any such program shall be delivered under the authority of the council and through contract with the community and technical college. The terms of the contract shall be negotiated between the council and the governing board of the sponsoring institution. The final contract is approved by the council. Such a program shall be evaluated according to the benchmarks and indicators for community and technical college education developed by the council. If the council determines that the program is making insufficient progress toward accomplishing the benchmarks, the program shall thereafter be delivered by the community and technical college.

## PURPOSE

The West Virginia Council for Community and Technical College Education (hereinafter "Council") and Fairmont State Board of Governors hereby enters into this agreement with Fairmont State University to deliver the associate degree level programs as follows:

- ❖ Architectural Engineering Technology
- ❖ Civil Engineering Technology
- ❖ Electronics Engineering Technology
- ❖ Mechanical Engineering Technology
- ❖ Safety Engineering Technology
- ❖ Nursing



## TERMS & CONDITIONS

### *Fairmont State University will:*

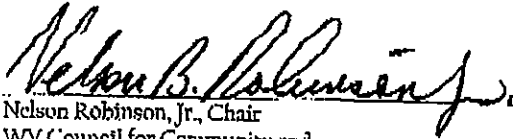
- Provide programmatic data as required by the Council;
- Conduct programmatic evaluations and student assessments as required by the Council for associate degree level programs under its jurisdiction;
- Participate in the North Central WV Community & Technical College Consortia District with the facilitating institution, Fairmont State Community & Technical College, to assist in the planning process for the delivery of the associate degree level programs identified in this agreement;
- Involve the President of Fairmont State Community & Technical College or designee in discussions pertaining to curricula changes and delivery of programs into other areas of the North Central WV Community & Technical College Consortia District other than the main campus of Fairmont State University;
- Follow guidelines, policies and procedural rules established by the Council for the delivery of associate degree level programs;
- Be responsible for the appointment and compensation of program directors and faculty;
- Charge the Fairmont State Community and Technical College tuition and fee rate for programs identified in this agreement; and
- Include the full-time equivalency (FTE) enrollment of the programs identified in this agreement as baccalaureate-level enrollment for the purpose of determining funding allocations

### *The WV Council for Community & Technical College Education:*

- Has final approval authority of this contract;
- Will facilitate the collection of data and other required information pertaining to the programs identified in this agreement through the President of Fairmont State Community & Technical College;
- May assign the selected programs identified in this agreement to the community and technical college if the programs are making insufficient progress toward accomplishing the benchmarks established by the Council, state or Federal legislation or accrediting agencies for three consecutive years; and
- Will review and evaluate the contract at least every two years to determine any necessary changes or if the contract should be terminated.

SIGNATURES

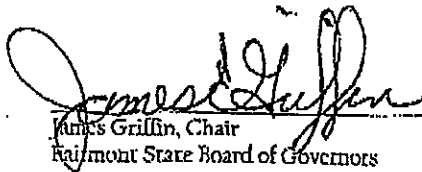
By signature below of all parties, this Memorandum of Agreement effective academic year 2004-2005 between the WV Council for Community & Technical College Education and Fairmont State Board of Governors.



Nelson Robinson, Jr., Chair  
WV Council for Community and  
Technical College Education

5-05-05

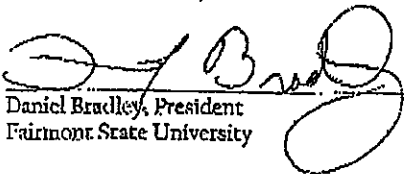
Date



James Griffin, Chair  
Fairmont State Board of Governors

04-21-05

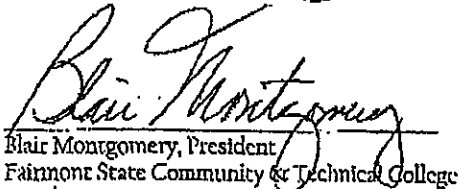
Date



Daniel Bradley, President  
Fairmont State University

4/21/05

Date



Blair Montgomery, President  
Fairmont State Community & Technical College

4/21/05

Date

Approved by the Fairmont State Board of Governors

4/21/05

Date

Approved by the WV Council for Community & Technical College Education

5/5/05

Date