

Memorandum of Agreement (MOA)

History: St. Mary's and Marshall University have entered into successive affiliation agreements since 1995. St. Mary's expanded its affiliation with Marshall by establishing a collaborative associated nursing degree program and baccalaureate programs in respiratory care (2005) and medical imaging (2009).

Policy: Marshall University entered the affiliation under the Statutory Reference WV Code 18B-10-9 and Marshall University Board of Governors Policy No. FA-1. Pursuant to WV Code, Marshall University may enter into agreements with third parties whereby the third party may sponsor any course, institute, workshop, special course, or other educational program offered by the University for credit. Under such agreements the students enrolled shall be excused from the payment of tuition, registration, and enrollment fees.

The Contractual Agreement shall be signed by both the institution and the third-party sponsor and include the actual amount to be paid for the direct cost of the course and actual amount to be recovered by the institution for indirect cost overhead.

I. PROPOSED AGREEMENT

The term of this Agreement shall be for a period of one (1) year, commencing August 1, 2023, and ending July 31, 2024, hereinafter the "Term".

II. CONTINGENCIES

The Parties understand that the commencement of this Agreement is contingent upon the approval of the Programs by their respective accrediting/approval bodies and the Marshall University Board of Governors.

III. FACULTY AND STAFF

- A. The applicable faculty of the CFE programs as indicated in the attached Exhibit A shall:
 - 1) be paid adjunct faculty employees of Marshall.
 - 2) be required to abide by the personnel policies established by St. Mary's and Marshall University.
- B. The faculty of the CFE programs shall:
 - 1) be of a size and number adequate to implement the accredited program, and
 - 2) report to the Vice President Schools of Nursing and Health Professions on issues regarding administrative matters.
- C. The Vice President Schools of Nursing and Health Professions shall report to the President/Chief Operating Officer of St. Mary's. The Vice President Schools of Nursing and Health Professions shall confer with the Dean of the Marshall University College of Health Professions in matters of curriculum and student records.

IV. CURRICULAR AND ACADEMIC POLICIES

- A. The CFE faculty in conjunction Marshall University's College of Health Professions faculty shall determine all matters related to the curricular and academic policies of the Program.
- B. All curricular and academic policies shall be consistent with Marshall's academic policies and procedures and shall be subject to review by the Marshall University College of Health Professions (COHP) Faculty and Executive Committees.
- C. If Marshall University COHP Faculty and/or Executive Committees reviews an academic policy or procedure and determines that it does not conform with Marshall's academic policies and procedures, or otherwise requires revision, correction, or retraction, then the Marshall University COHP faculty and Executive Committees shall return the policy to the Program faculty with directions for corrective action.

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- A. All courses must be approved by Marshall University faculty/committees and are listed in Marshall University catalog as Marshall University courses.

V. SUPPORT SERVICES AND FACILITIES

- A. St. Mary's shall be responsible for providing and maintaining necessary facilities, resources, and support for all Center for Education curriculum activities, as well as supervision of students while enrolled in clinical education courses.
- B. Marshall shall be responsible for providing and maintaining necessary facilities, resources, and support for all non-health care core curriculum activities, as well as the supervision of students in those courses.
- C. St. Mary's shall provide adequate computer hardware to connect administrative offices at the SMMC Center for Education to the appropriate offices at Marshall. St. Mary's personnel, duly designated and authorized by the Chief Executive Officer of Marshall University, shall have reasonable access to records of students enrolled in the CFE programs.
- D. If the software necessary to network the computers between St. Mary's and Marshall is subject to a licensing fee, such fee shall be paid by St. Mary's. The parties shall coordinate to mutually resolve information technology issues that may arise.
- E. Marshall University College of Health Professions shall provide students with the support services required for degree completion.

VI. ADMISSION PROCESS

- A. Students enrolled in the Program must be fully admitted to both Marshall University and the SMMC Center for Education.
- B. The admission requirements of the SMMC Center for Education shall meet all requirements for admission to Marshall University and by the program's accrediting organization and shall be developed by the appropriate Admissions and Progression Committee of the Program.
- C. The CFE faculty shall also be responsible for making all decisions regarding individual student admission and promotion to the respective CFE programs. Policies regarding admissions and promotion must meet or exceed the current Marshall policies and must be published in the Marshall catalog.
- D. The status of students in the Program as full-time or part-time students shall be governed by the policies of Marshall.

VII. TUTION AND COSTS

- A. Marshall shall be responsible for billing individual students the standard cost of

Marshall non-major courses required for degree completion and collecting monies from students for tuition and all student fees for enrollment in non-program courses.

- B. St. Mary's shall be responsible for billing individual students the standard cost of CFE courses and collecting monies from students for tuition and all applicable student fees.
- C. Students in the CFE Programs shall be entitled to those benefits available to Marshall students.
- D. Students in the CFE Programs shall be subject to all Marshall University policies regarding student financial aid.

VIII. CURRICULUM

- A. The CFE curriculum courses provided by the CFE shall include the ASN, MI, and RSP courses listed in Exhibit B.
- B. The courses provided by Marshall University shall include both general education and a portion of discipline-specific major courses. These discipline-specific courses will be taught by CFE faculty who are paid adjunct faculty at Marshall University. Please refer to Exhibit C for a course listing, including the specific adjunct faculty teaching each discipline-specific course.
- C. Marshall shall list in its catalog all courses, both the discipline specific major curriculum and general education curriculum, available to students in the Program.

IX. REGISTRATION

- A. Students will be registered at Marshall for all classes provided through the Program in accordance with the registration policies and procedures at Marshall University.
- B. Marshall shall bill St. Mary's a fee per student for costs incidental to providing academic advising, registration and record keeping services in the amount of \$60.00 per credit hour per student, not to exceed twelve credit hours for each individual student.

X. RISK OF LOSS

Each Party shall bear the risk of loss or damage to their respective equipment and property which may occur during the Initial Term and any subsequent renewals.

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- XI.** The Parties agree that neither Party may assign any of its rights or obligations under this Agreement without the written consent of the other Party.

XII. BINDING AGREEMENT

This Agreement shall be for the benefit of and binding upon the Parties and their Respective successors and any entity claiming under or through the respective Parties. The Parties agree to execute any instruments in writing which may be necessary or proper in the carrying out of the purposes and intent of this Agreement.

XIII. NOTICES

All notices which are required or permitted under this Agreement shall be sufficient if given in writing and delivered personally or by registered or certified United States mail, postage prepaid, and addressed as follows:

(A) To St. Mary's:

ST. MARY'S MEDICAL CENTER FOR
EDUACTION
2900 First Avenue
Huntington, West Virginia 25702
Attn: Vice President Schools of Nursing and Health Professions

(B) To Marshall:

MARSHALL UNIVERSITY
One John Marshall Drive
Huntington, West Virginia 25755
Attn: Dean, College of Health Professions

XIV. HEADINGS

The Article and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

XV. CONTROLLING LAW

The interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of West Virginia.

XVI. WAIVER

No waiver of any default under this Agreement shall be implied from any omission to take any action on account of such default in the event such default persists or is repeated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term, or condition.

XVII. SURVIVAL OF COVENANTS

All of the covenants, rights, obligations, and representations of the Parties hereto shall survive the termination of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties. No representations, warranties, promises, or agreements pertaining to this Agreement have been made or shall be binding on either Party, except as expressly set forth in this Agreement.

XIX. MODIFICATIONS

This Agreement may not be modified or changed orally, but only by an agreement in writing by both Parties.

XX. COUNTERPARTS


This Agreement may be executed by any number of counterparts, and all said counterparts together constitute one and the same agreement.

THEREFORE, the corporate Parties have authorized and executed this Agreement and attached their corporate seals on the date first above written.

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ST. MARY'S MEDICAL CENTER

(Seal)

By: _____

Its: Chief Operating Officer

(Seal)

MARSHALL UNIVERSITY

By: _____

Its: President

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Exhibit A:

The following faculty members teaching courses listed in Exhibit C will be paid adjunct faculty employees of Marshall University:

Amy Baise	ASN
Amy Bradley	ASN
Brigitte Carroll	ASN
Leslie Webb	ASN
Chris Henderson	BS-Respiratory Care
Courtney Hieronimus	BS-Respiratory Care
Ryan Spurlock	BS-Respiratory Care
Keith Terry	BS-Respiratory Care
Chuck Zuhars	BS-Respiratory Care
Karen Foster	BS-Medical Imaging
Jeffrey Jobe	BS-Medical Imaging
Deborah Moore	BS-Medical Imaging
Wynema Napier	BS-Medical Imaging
Derry Osborne	BS-Medical Imaging
Gabrielle Ransbottom	BS-Medical Imaging

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Exhibit B: Courses Taught by CFE Faculty

Associate of Science in Nursing		Credits
NUR 220 – Health Alterations I		8
NUR 225 – Psychiatric Nursing		4
NUR 230 - Health Alterations II		7
NUR 235 – Maternal-Child Nursing		6
NUR 241 – Health Alterations III		9
		Total Credits = 34

BS in Respiratory Care		Credits
RSP 102L	Respiratory Lab	1
RSP 203	Respiratory Internship I	4
RSP 209	Respiratory Internship II	4
RSP 210	Respiratory Internship III	4
RSP 302	Respiratory Internship IV	4
RSP 404	Advanced Respiratory Care Practicum	4
		Total Credits = 21

BS in Medical Imaging-No Emphasis		Credits
MI 212 Seminar in Rad Science		1
MI 213 (Elective Clinic)		4
MI 302 Radiation Production		3
MI 303 Image Acquisition		3
MI 304 Pathology		1
MI 305 Clinical Practice IV		4
MI 306 Seminar In Rad Science		1
MI 307 Radiobiology		3
MI 308 Rad Image Analysis		2
MI 309 Digital Image Analysis		2
MI 310 Clinic V		4
MI 311 Seminar in Rad Science		1
MI 320 (Elective Clinic)		4
MI 322 Radiation Safety		3
MI 327 Procedures III		3
MI 401 Seminar in Rad Science		1
MI 402 Quality Management		3
MI 403 Advanced Practice (WI)		3
MI 409 Advanced Clinic I		4
MI 410 Research Methods (WI)		3
MI 411 Transcultural (WI)(MC)		3
MI 426 Advanced Clinic II		4
MI 435 ARRT Seminar Review		1
		Total Credits = 61

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BS in Medical Imaging -MRI Emphasis	Credits
MI 212 Seminar in Rad Science	1
MI 213 (Elective Clinic)	4
MI 302 Radiation Production	3
MI 303 Image Acquisition	3
MI 304 Pathology	1
MI 305 Clinical Practice IV	4
MI 306 Seminar In Rad Science	1
MI 307 Radiobiology	3
MI 308 Rad Image Analysis	2
MI 309 Digital Image Analysis	2
MI 310 Clinic V	4
MI 311 Seminar in Rad Science	1
MI 320 (Elective Clinic)	4
MI 322 Radiation Safety	3
MI 327 Procedures III	3
MI 401 Seminar in Rad Science	1
MI 402 Quality Management	3
MI 403 Advanced Practice (WI)	3
MI 409 Advanced Clinic I	4
MI 410 Research Methods (WI)	3
MI 411 Transcultural (WI)(MC)	3
MI 426 Advanced Clinic II	4
MI 435 ARRT Seminar Review	1
MI 404 Advance Sectional Anatomy	3
MI 406 MRI Equipment	3
MI 432 Advanced MRI Theory	3
	Total Credits = 70

BS in Medical Imaging -CT Emphasis	Credits
MI 212 Seminar in Rad Science	1
MI 213 (Elective Clinic)	4
MI 302 Radiation Production	3
MI 303 Image Acquisition	3
MI 304 Pathology	1
MI 305 Clinical Practice IV	4
MI 306 Seminar In Rad Science	1
MI 307 Radiobiology	3
MI 308 Rad Image Analysis	2
MI 309 Digital Image Analysis	2
MI 310 Clinic V	4
MI 311 Seminar in Rad Science	1
MI 320 (Elective Clinic)	4
MI 322 Radiation Safety	3
MI 327 Procedures III	3
MI 401 Seminar in Rad Science	1

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BS in Medical Imaging -CT Emphasis	Credits
MI 402 Quality Management	3
MI 403 Advanced Practice (WI)	3
MI 409 Advanced Clinic I	4
MI 410 Research Methods (WI)	3
MI 411 Transcultural (WI)(MC)	3
MI 426 Advanced Clinic II	4
MI 435 ARRT Seminar Review	1
MI 404 Advance Sectional Anatomy	3
MI 405 CT Equipment	3
	Total Credits = 67

BS in Medical Imaging -VI Emphasis	Credits
MI 212 Seminar in Rad Science	1
MI 213 (Elective Clinic)	4
MI 302 Radiation Production	3
MI 303 Image Acquisition	3
MI 304 Pathology	1
MI 305 Clinical Practice IV	4
MI 306 Seminar In Rad Science	1
MI 307 Radiobiology	3
MI 308 Rad Image Analysis	2
MI 309 Digital Image Analysis	2
MI 310 Clinic V	4
MI 311 Seminar in Rad Science	1
MI 320 (Elective Clinic)	4
MI 322 Radiation Safety	3
MI 327 Procedures III	3
MI 401 Seminar in Rad Science	1
MI 402 Quality Management	3
MI 403 Advanced Practice (WI)	3
MI 409 Advanced Clinic I	4
MI 410 Research Methods (WI)	3
MI 411 Transcultural (WI)(MC)	3
MI 426 Advanced Clinic II	4
MI 435 ARRT Seminar Review	1
MI 403 Advanced Practice (WI)	3
MI 407 Cardiovascular Anatomy	3
MI 408 Vascular Interventional	3
	Total Credits = 70

BS in Medical Imaging -CI Emphasis	Credits
MI 212 Seminar in Rad Science	1
MI 213 (Elective Clinic)	4
MI 302 Radiation Production	3
MI 303 Image Acquisition	3

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BS in Medical Imaging -CI Emphasis	Credits
MI 304 Pathology	1
MI 305 Clinical Practice IV	4
MI 306 Seminar In Rad Science	1
MI 307 Radiobiology	3
MI 308 Rad Image Analysis	2
MI 309 Digital Image Analysis	2
MI 310 Clinic V	4
MI 311 Seminar in Rad Science	1
MI 320 (Elective Clinic)	4
MI 322 Radiation Safety	3
MI 327 Procedures III	3
MI 401 Seminar in Rad Science	1
MI 402 Quality Management	3
MI 403 Advanced Practice (WI)	3
MI 409 Advanced Clinic I	4
MI 410 Research Methods (WI)	3
MI 411 Transcultural (WI)(MC)	3
MI 426 Advanced Clinic II	4
MI 435 ARRT Seminar Review	1
MI 403 Advanced Practice (WI)	3
MI 407 Cardiovascular Anatomy	3
MI 434 Cardiovascular Imaging	3
	Total Credits = 70

BS in Medical Imaging -Mammography Emphasis	Credits
MI 212 Seminar in Rad Science	1
MI 213 (Elective Clinic)	4
MI 302 Radiation Production	3
MI 303 Image Acquisition	3
MI 304 Pathology	1
MI 305 Clinical Practice IV	4
MI 306 Seminar In Rad Science	1
MI 307 Radiobiology	3
MI 308 Rad Image Analysis	2
MI 309 Digital Image Analysis	2
MI 310 Clinic V	4
MI 311 Seminar in Rad Science	1
MI 320 (Elective Clinic)	4
MI 322 Radiation Safety	3
MI 327 Procedures III	3
MI 401 Seminar in Rad Science	1
MI 402 Quality Management	3
MI 403 Advanced Practice (WI)	3
MI 409 Advanced Clinic I	4
MI 410 Research Methods (WI)	3

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BS in Medical Imaging -Mammography Emphasis	Credits
MI 411 Transcultural (WI)(MC)	3
MI 426 Advanced Clinic II	4
MI 435 ARRT Seminar Review	1
MI 414 Mammography I	3
MI 430 Mammography II	3
MI 437 Breast Sonography (elective)	3
	Total Credits = 70

BS in Medical Imaging -Advanced Diagnostic Emphasis	Credits
MI 212 Seminar in Rad Science	1
MI 213 (Elective Clinic)	4
MI 302 Radiation Production	3
MI 303 Image Acquisition	3
MI 304 Pathology	1
MI 305 Clinical Practice IV	4
MI 306 Seminar In Rad Science	1
MI 307 Radiobiology	3
MI 308 Rad Image Analysis	2
MI 309 Digital Image Analysis	2
MI 310 Clinic V	4
MI 311 Seminar in Rad Science	1
MI 320 (Elective Clinic)	4
MI 322 Radiation Safety	3
MI 327 Procedures III	3
MI 401 Seminar in Rad Science	1
MI 402 Quality Management	3
MI 403 Advanced Practice (WI)	3
MI 409 Advanced Clinic I	4
MI 410 Research Methods (WI)	3
MI 411 Transcultural (WI)(MC)	3
MI 426 Advanced Clinic II	4
MI 435 ARRT Seminar Review	1
MI 427 Adv. Trauma/Surgical	3
MI 429 Geriatric/Pediatric	3
	Total Credits = 67

BS in Medical Imaging-Sonography	Credits
MI 212 Seminar in Rad Science	1
MI 213 (Elective Clinic)	4
MI 304 Pathology	3
MI 306 Seminar	1
MI 312 Abdomen I	4
MI 313 Ultrasound Physics	3
MI 314 Clinic I	4

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BS in Medical Imaging-Sonography	Credits
MI 317 Ultrasound Physics II	3
MI 318 Vascular I	4
MI 319 Clinic II	4
MI 403 Advanced Practice (WI)	3
MI 410 Research Methods (WI)	3
MI 411 Transcultural (WI)(MC)	3
MI 418 Registry Review	1
MI 419 Clinic III	4
MI 422 Clinic IV	4
MI 438 Fetal Echo (Optional)	
	Total Credits = 49

BS in Medical Imaging-Sonography-Cardiovascular Emphasis	Credits
MI 212 Seminar in Rad Science	1
MI 213 (Elective Clinic)	4
MI 304 Pathology	3
MI 306 Seminar	1
MI 312 Abdomen I	4
MI 313 Ultrasound Physics	3
MI 314 Clinic I	4
MI 317 Ultrasound Physics II	3
MI 318 Vascular I	4
MI 319 Clinic II	4
MI 403 Advanced Practice (WI)	3
MI 410 Research Methods (WI)	3
MI 411 Transcultural (WI)(MC)	3
MI 418 Registry Review	1
MI 419 Clinic III	4
MI 422 Clinic IV	4
MI 438 Fetal Echo (Optional)	
MI 423 Echocardiography I	4
MI 424 Vascular II	3
MI 425 Echocardiography II	3
	Total Credits = 59

BS in Medical Imaging-Sonography-General OB Emphasis	Credits
MI 212 Seminar in Rad Science	1
MI 213 (Elective Clinic)	4
MI 304 Pathology	3
MI 306 Seminar	1
MI 312 Abdomen I	4
MI 313 Ultrasound Physics	3

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BS in Medical Imaging-Sonography-General OB Emphasis	Credits
MI 314 Clinic I	4
MI 317 Ultrasound Physics II	3
MI 318 Vascular I	4
MI 319 Clinic II	4
MI 403 Advanced Practice (WI)	3
MI 410 Research Methods (WI)	3
MI 411 Transcultural (WI)(MC)	3
MI 418 Registry Review	1
MI 419 Clinic III	4
MI 422 Clinic IV	4
MI 438 Fetal Echo (Optional)	
MI 315 Small Parts	3
MI 416 Obstetrics I	4
MI 417 GYN I	3
MI 420 Obstetrics II	3
MI 421 GYN II	2
	Total Credits = 64

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EXHIBIT C:
Courses taught by MU Faculty

Associate of Science in Nursing (ASN)		Credits
BSC 227 – Human Anatomy		3
BSC 227 L – Human Anatomy Lab		1
BSC 228 – Human Physiology		3
BSC 228 L – Human Physiology Lab		1
BSC 250 – Microbiology		3
BSC 250L – Microbiology Lab		1
CHM 205 – General Chemistry		3
ENG 101 – Beginning Composition		3
ENG 201 – Advanced Composition		3
PSY 201 – General Psychology		3
PSY 311 – Child Psychology		3
DTS 210 - Nutrition		3
NUR 120 – Introduction to Nursing	Amy Baise (Adjunct) Amy Bradley (Adjunct) Brigitte Carroll (Adjunct) Leslie Webb (Adjunct)	8
		Total Credits = 38
		Gen Ed = 30
		Major = 8

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BS in Respiratory Care		Credits
BSC 227-Human Anatomy		3
BSC 227L-Human Anatomy Lab		1
BSC 228-Human Physiology		3
BSC 228L-Human Physiology Lab		1
BSC 250-Microbiology & Human Disease		3
BSC 250L-Microbiology & Human Disease Lab		3
CHM 205-General, Organic, and Biochemistry		3
CMM 103-Fundamentals of Speech-Communication		3
ENG 101-Beginning Composition		3
ENG 201-Advanced Composition		3
FYS 100-First Year Seminar in Critical Thinking		3
HS 200-Comp Medical Terminology (CT)		3
MTH 121-Concepts and Applications (CT)		3
SOC 200-Introductory Sociology (CT)		3
STA 225-Introductory Statistics (CT)		3
Humanities Elective		3
Core II Fine Arts Course		3
RSP 100-Respiratory Pharmacology	Ryan Spurlock (Adjunct)	3
RSP 101-Intro to Respiratory Care	Chuck Zuhars (Adjunct)	3
RSP 102-Intro Respiratory Care Procedures	Ryan Spurlock (Adjunct)	3
RSP 201-Pulmonary Pathophysiology	Courtney Hieronimus (Adjunct)	3
RSP 202-Mech Vent Tech & Mgt	Chris Henderson (Adjunct)	3
RSP 206-Neonatal/Pediatric Care	Chris Henderson (Adjunct)	3
RSP 207-Intro Critical Care MGT	Keith Terry (Adjunct)	3
RSP 212-Acute/Chronic Pulmonary Mgt	Courtney Hieronimus (Adjunct)	3
RSP 303-Clinical Respiratory Education	Courtney Hieronimus (Adjunct)	3
RSP 304-Adv Neonatal & Pediatrics	Chris Henderson (Adjunct)	3
RSP 308-Resp Mgt & Quality Improvement	Chuck Zuhars (Adjunct)	3
RSP 314-Advanced Mechanical Ventilation	Chris Henderson (Adjunct)	3
RSP 403-Respiratory Care Research (WI)	Keith Terry (Adjunct)	3
RSP 407-Clinical Decision Making	Keith Terry (Adjunct)	3
RSP 307-Adv Tech Adult Critical Care	Keith Terry (Adjunct)	4
RSP 401-Introduction to Sleep Disorders	Ryan Spurlock (Adjunct)	4
RSP 420-Capstone in Respiratory Care	Chris Henderson (Adjunct)	3
		Total Credits = 100
		Gen Ed = 47
		Major = 53

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BS in Medical Imaging		Credits
FYS 100 First Year Seminar		3
MTH 121 Concepts and App		3
CLS 105 Medical Terminology		3
CMM 103 Fundamentals of Speech Communication		3
ENG 101 Beginning Composition		3
Eng 201 Advanced Composition		3
BSC 227 Human Anatomy		3
BSC 227L Human Anatomy Lab		1
BSC 228 Human Physiology		3
BSC 228L Human Physiology Lab		1
PHY 101 Conceptual Physics		3
PHY 101 L Conceptual Physics Lab		1
Social Science		3
Humanities		3
Statistics		3
Fine Arts		3
MI 201 Intro to Radiography	Deborah Moore (Adjunct)	3
MI 202 Patient Care	Gabrielle Ransbottom (Adjunct)	3
MI 204 Radiographic Anatomy	Deborah Moore (Adjunct)	3
MI 205 Imaging Procedures I	Jeff Jobe (Adjunct)	3
MI 206 Clinical Practice I	Karen Foster (Adjunct)	4
MI 207 Imaging Procedures II	Jeff Jobe (Adjunct)	4
MI 208 Pharmacology for MI	Wynema Napier (Adjunct)	2
MI 209 Equipment	Wynema Napier (Adjunct)	3
MI 210 Clinical Practice II	Derry Osborne (Adjunct)	4
MI 211 Seminar in Rad Science	Jeff Jobe (Adjunct)	1
		Total Credits = 72
		Gen Ed = 42
		Major = 30

Total Credit Hours taught by CFE faculty being paid as Marshall Adjuncts across the three programs = 91