

SB 499

FILED

2010 MAR 31 PM 4:52

WEST VIRGINIA LEGISLATURE
SEVENTY-NINTH LEGISLATURE
REGULAR SESSION, 2010

WEST VIRGINIA
SECRETARY OF STATE

ENROLLED

Senate Bill No. 499

(BY SENATORS PLYMALE, WELLS, BROWNING,
EDGELL, FOSTER, LAIRD, OLIVERIO, STOLLINGS,
UNGER, WHITE, BARNES, BOLEY AND GULLS)

[Passed March 13, 2010; in effect from passage.]

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CLERK OF COURTS
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OLIVERIO, STOLLINGS, UNGER, WHITE, BARNES, BOLEY AND GULLS)

[Passed March 13, 2010; in effect from passage.]

AN ACT to amend the Code of West Virginia, 1931, as amended, by adding thereto a new section, designated §18B-3C-7a; and to amend and reenact §18B-3C-8 of said code, all relating to community and technical colleges; name changes for certain community and technical colleges; and modifying the location requirement for certain community and technical college headquarters.

Be it enacted by the Legislature of West Virginia:

That the Code of West Virginia, 1931, as amended, be amended by adding thereto a new section, designated §18B-3C-7a; and that §18B-3C-8 of said code be amended and reenacted, all to read as follows:

ARTICLE 3C. COMMUNITY AND TECHNICAL COLLEGE SYSTEM.

§18B-3C-7a. Bridgemont Community and Technical College; Kanawha Valley Community and Technical College; Mountwest Community and Technical College.

1 (a) The Community and Technical College at West
2 Virginia University Institute of Technology is hereafter
3 named "Bridgemont Community and Technical College".
4 Any reference in this code to the Community and Techni-
5 cal College at West Virginia University Institute of
6 Technology means Bridgemont Community and Technical
7 College.

8 (b) Marshall Community and Technical College is
9 hereafter named "Mountwest Community and Technical
10 College". Any reference in this code to Marshall Commu-
11 nity and Technical College means Mountwest Community
12 and Technical College.

13 (c) West Virginia State Community and Technical
14 College is hereafter named "Kanawha Valley Community
15 and Technical College". Any reference in this code to
16 West Virginia State Community and Technical College
17 means Kanawha Valley Community and Technical Col-
18 lege.

**§18B-3C-8. Legislative findings and intent; statewide network
of independently accredited community and
technical colleges; operations and administra-
tion.**

1 (a) *Legislative findings.* –

2 (1) The Legislature has enacted legislation, beginning
3 with Enrolled Senate Bill No. 653, passed during the two
4 thousand regular session, and continuing with Enrolled
5 Senate Bill No. 703, passed during the two thousand one
6 regular session, Enrolled House Bill No. 2224, passed
7 during the two thousand three regular session, and
8 Enrolled Senate Bill No. 448, passed during the two
9 thousand four regular session, the purpose of which is to
10 strengthen the state's community and technical colleges,
11 clarify their core mission and establish essential condi-
12 tions to be met, and ensure the most effective delivery of

13 services to business, industry, and West Virginia citizens
14 in every region of the state.

15 (2) The primary goal of the Legislature is to create a
16 statewide network of independently accredited community
17 and technical colleges that focuses on technical education,
18 work force training, and lifelong learning for the Twenty-
19 first Century, consistent with the goals, objectives, priori-
20 ties and essential conditions established in articles one,
21 one-d and three-c of this chapter.

22 (3) A necessary precedent to accomplishing the legisla-
23 tive goal is to change the way that leaders at all levels of
24 education, including institutional governing boards, view
25 community and technical colleges. Specifically, that the
26 mission of community and technical colleges is different
27 from that of traditional four-year colleges in what they
28 seek to accomplish and how they can achieve it effectively
29 and that the state can not compete successfully in today's
30 information-driven, technology-based economy if commu-
31 nity and technical colleges continue to be viewed as add-
32 ons or afterthoughts attached to the baccalaureate institu-
33 tions.

34 (b) *Legislative intent.* –

35 (1) Therefore, it is the intent of the Legislature that the
36 statewide network of independently-accredited commu-
37 nity and technical colleges as a whole and each independ-
38 ent community and technical college individually provide
39 the following types of services as part of the core institu-
40 tional mission:

41 (A) Career and technical education certificate, associate
42 of applied science, and selected associate of science degree
43 programs for students seeking immediate employment,
44 individual entrepreneurship skills, occupational develop-
45 ment, skill enhancement and career mobility;

46 (B) Transfer education associate of arts and associate of
47 science degree programs for students whose educational
48 goal is to transfer into a baccalaureate degree program
49 with particular emphasis on reaching beyond traditional
50 college-age students to unserved or underserved adult
51 populations;

52 (C) Developmental/remedial education courses, tutorials,
53 skills development labs, and other services for students
54 who need to improve their skills in mathematics, English,
55 reading, study skills, computers and other basic skill areas;

56 (D) Work force development education contracted with
57 business and industry to train or retrain employees;

58 (E) Continuing development assistance and education
59 credit and noncredit courses for professional and self-
60 development, certification and licensure, and literacy
61 training; and

62 (F) Community service workshops, lectures, seminars,
63 clinics, concerts, theatrical performances and other
64 noncredit activities to meet the cultural, civic and personal
65 interests and needs of the community the institution
66 serves.

67 (2) It is further the intent of the Legislature that each
68 community and technical college focus special attention
69 on programmatic delivery of their core mission services to
70 unserved and underserved populations to achieve estab-
71 lished state objectives. These include the following as
72 highest priorities:

73 (A) Increasing the number of adults age twenty-five and
74 above who participate in post-secondary education;

75 (B) Developing technical programs that meet the docu-
76 mented occupational needs of West Virginia's employers;

77 (C) Providing work force development programs by
78 implementing the Adult Career Pathways Model, which
79 provides opportunities for the following:

80 (i) Adults to earn certifications through the completion
81 of skill-sets;

82 (ii) Ordered progression from skill-sets and certifications
83 to one-year certificate programs and progression from
84 one-year certificate degrees to Associate of Applied
85 Science Degree programs, and

86 (iii) Students to exit at any stage of completion in order
87 to enter employment with the option of continuing the
88 pathway progression at a later time and/or on a part-time
89 basis.

90 (D) Offering programs in various time frames other than
91 the traditional semester delivery model and at different
92 locations, including work sites, convenient to working
93 adults;

94 (E) Providing technical programs in modules or
95 “chunks”, defined in competencies required for employ-
96 ment, and tied to certification and licensing requirements.

97 (F) Entering into collaborative programs that recognize
98 high-quality training programs provided through labor
99 unions, registered apprenticeships, and industry-spon-
100 sored training programs with the goal of enabling more
101 adults to earn a college credential;

102 (G) Developing innovative approaches to improve the
103 basic and functionalliteracy rates of West Virginians in all
104 regions of the state;

105 (H) Developing “bridge programs” for disadvantaged
106 youth and adults to enable them to acquire the skills
107 necessary to be successful in education and training
108 programs that lead to high-skills, high-wage jobs; and

109 (I) Providing access to post-secondary education through
110 the delivery of developmental education for those individ-
111 uals academically under-prepared for college-level work.

112 (c) In fulfillment of the purposes and intent defined in
113 subsections (a) and (b) of this section, there is continued a
114 statewide network of independently accredited community
115 and technical colleges serving every region of the state.
116 Each free-standing and independent community and
117 technical college is strongly encouraged to serve as a
118 higher education center for its region by brokering with
119 other colleges, universities and providers, in-state and out-
120 of-state, both public and private, to afford the most
121 coordinated access to needed programs and services by
122 students, employers and other clients, to achieve the goals,
123 objectives, and essential conditions established in articles
124 one, one-d, and three-c of this chapter, and to ensure the
125 most efficient use of scarce resources.

126 (d) *Statewide network of independently accredited*
127 *community and technical colleges.* –

128 (1) By July 1, 2009, each governing board of a commu-
129 nity and technical college which became independent on
130 July 1, 2008, shall make a determination by majority vote
131 of the board whether to keep the current name for its
132 respective institution or to select a new name. If a govern-
133 ing board chooses to select a new name, any reference in
134 this code to that institution by a name in use prior to July
135 1, 2009, means the institution under the name designated
136 by its board of governors.

137 (2) The statewide network of independently accredited
138 community and technical colleges is comprised of the
139 following independent state institutions of higher educa-
140 tion under the jurisdiction of the council:

141 (A) *Blue Ridge Community and Technical College.* –

142 Blue Ridge Community and Technical College is an
143 independently accredited state institution of higher
144 education. The president and the governing board of the
145 community and technical college are responsible for
146 maintaining independent accreditation and adhering to
147 the essential conditions pursuant to section three of this
148 article.

149 (B) *Bridgemont Community and Technical College.* –

150 (i) Bridgemont Community and Technical College is an
151 independently accredited state institution of higher
152 education which may maintain an association with West
153 Virginia University Institute of Technology, a division of
154 West Virginia University, or directly with West Virginia
155 University, subject to the provisions of section twelve of
156 this article. The president and the governing board of the
157 community and technical college are responsible for
158 maintaining independent accreditation and adhering to
159 the essential conditions pursuant to section three of this
160 article.

161 (ii) West Virginia University Institute of Technology may
162 continue associate degree programs in areas of particular
163 institutional strength which are closely articulated to its
164 baccalaureate programs and missions or which are of a
165 high-cost nature and can best be provided in direct
166 coordination with a baccalaureate institution. Any such
167 program shall be delivered under the authority of the
168 council and through contract with the community and
169 technical college. The terms of the contract shall be
170 negotiated between the governing boards of the commu-
171 nity and technical college and West Virginia University
172 Institute of Technology or directly with West Virginia
173 University, as appropriate. The final contract may not be
174 implemented until approved by the council except that
175 any contract between the community and technical college
176 and West Virginia University Institute of Technology or

177 West Virginia University related to program delivery
178 under the terms of this section in effect on July 1, 2008,
179 shall continue in effect until July 1, 2009, unless amended
180 or revoked before that date by mutual agreement of the
181 contract parties with approval by the council. Such a
182 program shall be evaluated according to the benchmarks
183 and indicators for community and technical college
184 education developed by the council. If the council deter-
185 mines that the program is making insufficient progress
186 toward accomplishing the benchmarks, the program shall
187 thereafter be delivered by the community and technical
188 college.

189 (iii) *Dual credit course delivery agreements.* –

190 (I) Nothing in this article alters or abrogates any agree-
191 ment in place on the effective date of this section between
192 West Virginia University Institute of Technology and
193 Bridgemont Community and Technical College relating to
194 delivery of dual credit courses as defined in section two,
195 article one of this chapter;

196 (II) The community and technical college may deliver
197 technical courses that are part of a certificate or associate
198 degree program as early entrance or dual credit courses for
199 high school students; and

200 (III) Subject to an agreement between the baccalaureate
201 institution and the community and technical college, the
202 latter may deliver early entrance and dual credit courses
203 as defined in section two, article one of this chapter to
204 students in high schools which are not served by the
205 baccalaureate institution.

206 (C) *Eastern West Virginia Community and Technical*
207 *College.* –

208 Eastern West Virginia Community and Technical College
209 is a free-standing state institution of higher education

210 seeking independent accreditation. The president and the
211 governing board of Eastern Community and Technical
212 College are responsible for achieving independent accredi-
213 tation and adhering to the essential conditions pursuant to
214 section three of this article.

215 (D) *Mountwest Community and Technical College.* –

216 (i) Mountwest Community and Technical College is an
217 independently accredited state institution of higher
218 education which may maintain an association with
219 Marshall University subject to the provisions of section
220 twelve of this article. The president and the governing
221 board of the community and technical college are respon-
222 sible for maintaining independent accreditation and
223 adhering to the essential conditions pursuant to section
224 three of this article.

225 (ii) Marshall University may continue associate degree
226 programs in areas of particular institutional strength
227 which are closely articulated to its baccalaureate pro-
228 grams and missions or which are of a high-cost nature and
229 can best be provided in direct coordination with a bacca-
230 laureate institution. Any such program shall be delivered
231 under the authority of the council and through contract
232 with Mountwest Community and Technical College. The
233 terms of the contract shall be negotiated between the
234 governing boards of the community and technical college
235 and Marshall University. The final contract may not be
236 implemented until approved by the council except that
237 any contract between the community and technical college
238 and Marshall University related to program delivery under
239 the terms of this section in effect on July 1, 2008, shall
240 continue in effect until July 1, 2009, unless amended or
241 revoked before that date by mutual agreement of the
242 contract parties with approval by the council. Such a
243 program shall be evaluated according to the benchmarks
244 and indicators for community and technical college

245 education developed by the council. If the council deter-
246 mines that the program is making insufficient progress
247 toward accomplishing the benchmarks, the program shall
248 thereafter be delivered by Mountwest Community and
249 Technical College.

250 (iii) *Dual credit course delivery agreements.* —

251 (I) Nothing in this article alters or abrogates any agree-
252 ment in place on the effective date of this section between
253 Marshall University and Mountwest Community and
254 Technical College relating to delivery of dual credit
255 courses as defined in section two, article one of this
256 chapter;

257 (II) The community and technical college may deliver
258 technical courses that are part of a certificate or associate
259 degree program as early entrance or dual credit courses for
260 high school students; and

261 (III) Subject to an agreement between the baccalaureate
262 institution and the community and technical college, the
263 latter may deliver early entrance and dual credit courses
264 as defined in section two, article one of this chapter to
265 students in high schools which are not served by the
266 baccalaureate institution.

267 (E) *New River Community and Technical College.* —

268 (i) New River Community and Technical College is an
269 independently accredited state institution of higher
270 education which may maintain an association with
271 Bluefield State College subject to the provisions of section
272 twelve of this article. The community and technical
273 college is headquartered in or near Beckley and incorpo-
274 rates the campuses of Greenbrier Community College
275 Center of New River Community and Technical College
276 and Nicholas Community College Center of New River
277 Community and Technical College.

278 (ii) The president and the governing board of New River
279 Community and Technical College are responsible for
280 maintaining independent accreditation and adhering to
281 the essential conditions pursuant to section three of this
282 article.

283 (iii) Bluefield State College may continue associate
284 degree programs in areas of particular institutional
285 strength which are closely articulated to its baccalaureate
286 programs and missions or which are of a high-cost nature
287 and can best be provided through direct coordination with
288 a baccalaureate institution. Any such program shall be
289 delivered under the authority of the council and through
290 contract with the community and technical college. The
291 terms of the contract shall be negotiated between the
292 governing boards of the community and technical college
293 and Bluefield State College. The final contract may not be
294 implemented until approved by the council except that
295 any contract between the community and technical college
296 and Bluefield State College related to program delivery
297 under the terms of this section in effect on the July 1, 2008,
298 shall continue in effect until July 1, 2009, unless amended
299 or revoked before that date by mutual agreement of the
300 contract parties with approval by the council. Such a
301 program shall be evaluated according to the benchmarks
302 and indicators for community and technical college
303 education developed by the council. If the council deter-
304 mines that the program is making insufficient progress
305 toward accomplishing the benchmarks, the program shall
306 thereafter be delivered by New River Community and
307 Technical College.

308 (iv) Bluefield State College may continue the associate
309 of science degree in nursing which is an existing nationally
310 accredited associate degree program in an area of particu-
311 lar institutional strength and which is closely articulated
312 to the baccalaureate program and mission. The program
313 is of a high-cost nature and can best be provided through

314 direct administration by a baccalaureate institution. This
315 program may not be transferred to New River Community
316 and Technical College or any other community and
317 technical college as long as the program maintains na-
318 tional accreditation and is seamlessly coordinated into the
319 baccalaureate program at the institution.

320 (v) New River Community and Technical College partici-
321 pates in the planning and development of a unified effort
322 involving multiple providers to meet the documented
323 education and work force development needs in the region.
324 Nothing in this subdivision prohibits or limits any exist-
325 ing, or the continuation of any existing, affiliation be-
326 tween Mountain State University, West Virginia Univer-
327 sity Institute of Technology and West Virginia University.
328 The objective is to assure students and employers in the
329 area that there is coordination and efficient use of re-
330 sources among the separate programs and facilities,
331 existing and planned, in the Beckley area.

332 (F) *Pierpont Community and Technical College.* –

333 (i) Pierpont Community and Technical College is an
334 independent state institution of higher education seeking
335 independent accreditation. The president and the govern-
336 ing board of Pierpont Community and Technical College,
337 assisted by the president and governing board of Fairmont
338 State University, are responsible for the community and
339 technical college achieving independent accreditation and
340 adhering to the essential conditions pursuant to sections
341 three and thirteen of this article.

342 (ii) Fairmont State University may continue associate
343 degree programs in areas of particular institutional
344 strength which are closely articulated to their baccalaure-
345 ate programs and missions or which are of a high-cost
346 nature and can best be provided in direct coordination
347 with a baccalaureate institution. Any such program shall
348 be delivered under the authority of the council and

349 through contract with the community and technical
350 college. The terms of the contract shall be negotiated
351 between the council and the governing board of Fairmont
352 State University. The final contract may not be imple-
353 mented until approved by the council except that any
354 contract between the community and technical college and
355 Fairmont State University related to program delivery
356 under the terms of this section in effect on July 1, 2008,
357 shall continue in effect until July 1, 2009, unless amended
358 or revoked before that date by mutual agreement of the
359 contract parties with approval by the council. Such a
360 program shall be evaluated according to the benchmarks
361 and indicators for community and technical college
362 education developed by the council. Such a program shall
363 be evaluated according to the benchmarks and indicators
364 for community and technical college education developed
365 by the council. If the council determines that the program
366 is making insufficient progress toward accomplishing the
367 benchmarks, the program shall thereafter be delivered by
368 the community and technical college.

369 (iii) *Dual credit course delivery agreements.* –

370 (I) Nothing in this article alters or abrogates any agree-
371 ment in place on the effective date of this section between
372 Fairmont State University and Pierpont Community and
373 Technical College relating to delivery of dual credit
374 courses as defined in section two, article one of this
375 chapter;

376 (II) The community and technical college may deliver
377 technical courses that are part of a certificate or associate
378 degree program as early entrance or dual credit courses for
379 high school students; and

380 (III) Subject to an agreement between the baccalaureate
381 institution and the community and technical college, the
382 latter may deliver early entrance and dual credit courses
383 as defined in section two, article one of this chapter to

384 students in high schools which are not served by the
385 baccalaureate institution.

386 (G) *Southern West Virginia Community and Technical*
387 *College.* – Southern West Virginia Community and
388 Technical College is an independently-accredited, free-
389 standing state institution of higher education. The
390 president and the governing board of Southern West
391 Virginia Community and Technical College are responsible
392 for maintaining independent accreditation and adhering
393 to the essential conditions pursuant to section three of this
394 article.

395 (H) *West Virginia Northern Community and Technical*
396 *College.* – West Virginia Northern Community and
397 Technical College is an independently-accredited, free-
398 standing state institution of higher education. The
399 president and the governing board of the community and
400 technical college are responsible for maintaining inde-
401 pendent accreditation and adhering to the essential
402 conditions pursuant to section three of this article.

403 (I) *Kanawha Valley Community and Technical*
404 *College.* –

405 (i) Kanawha Valley State Community and Technical
406 College is an independently accredited state institution of
407 higher education which may maintain an association with
408 West Virginia State University subject to the provisions of
409 section twelve of this article. The president and the
410 governing board of the community and technical college
411 are responsible for maintaining independent accreditation
412 and adhering to the essential conditions pursuant to
413 section three of this article.

414 (ii) West Virginia State University may continue associ-
415 ate degree programs in areas of particular institutional
416 strength which are closely articulated to its baccalaureate
417 programs and missions or which are of a high-cost nature

418 and can best be provided in direct coordination with a
419 baccalaureate institution. Any such program shall be
420 delivered under the authority of the council and through
421 contract with the community and technical college. The
422 terms of the contract shall be negotiated between the
423 governing boards of the community and technical college
424 and West Virginia State University. The final contract
425 may not be implemented until approved by the council
426 except that any contract between the community and
427 technical college and West Virginia State University
428 related to program delivery under the terms of this section
429 in effect on July 1, 2008, shall continue in effect until July
430 1, 2009, unless amended or revoked before that date by
431 mutual agreement of the contract parties with approval by
432 the council. Such a program shall be evaluated according
433 to the benchmarks and indicators for community and
434 technical college education developed by the council. If
435 the council determines that the program is making insuffi-
436 cient progress toward accomplishing the benchmarks, the
437 program shall thereafter be delivered by the community
438 and technical college.

439 (iii) *Dual credit course delivery agreements.* –

440 (I) Nothing in this article alters or abrogates any agree-
441 ment in place on the effective date of this section between
442 West Virginia State University and Kanawha Valley
443 Community and Technical College relating to delivery of
444 dual credit courses as defined in section two, article one of
445 this chapter;

446 (II) The community and technical college may deliver
447 technical courses that are part of a certificate or associate
448 degree program as early entrance or dual credit courses for
449 high school students; and

450 (III) Subject to an agreement between the baccalaureate
451 institution and the community and technical college, the
452 latter may deliver early entrance and dual credit courses

453 as defined in section two, article one of this chapter to
454 students in high schools which are not served by the
455 baccalaureate institution.

456 (J) *West Virginia University at Parkersburg.* –

457 (i) West Virginia University at Parkersburg is an inde-
458 pendently accredited state institution of higher education
459 which may maintain an association with West Virginia
460 University subject to the provisions of section twelve of
461 this article. The president and the governing board of the
462 community and technical college are responsible for
463 maintaining independent accreditation and adhering to
464 the essential conditions pursuant to section three of this
465 article.

466 (ii) Any contract between the community and technical
467 college and West Virginia University related to program
468 delivery under the authority of the council or related to
469 delivery of baccalaureate programs, in effect on July 1,
470 2008, shall continue in effect unless amended or revoked
471 by mutual agreement of the contract parties with approval
472 by the council.

473 (iii) In recognition of the unique and essential part West
474 Virginia University at Parkersburg plays in providing
475 education services in its region, the community and
476 technical college may continue delivering baccalaureate
477 degree programs offered at the institution on the effective
478 date of this section, may implement additional baccalaure-
479 ate programs with the approval of the commission and is
480 strongly encouraged:

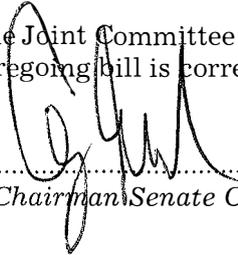
481 (I) To continue and expand its role as a higher education
482 center pursuant to subsection (c) of this section; and

483 (II) To broker from West Virginia University and other
484 higher education institutions, as appropriate, additional
485 baccalaureate level degree programs the community and

486 technical college determines are needed in its service
487 region.

488 (III) Any baccalaureate degree programs offered at the
489 community and technical college shall be delivered under
490 the authority of the commission. The program shall be
491 evaluated according to the benchmarks and indicators for
492 baccalaureate education developed by the commission.

The Joint Committee on Enrolled Bills hereby certifies that the foregoing bill is correctly enrolled.

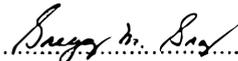

.....
Chairman Senate Committee

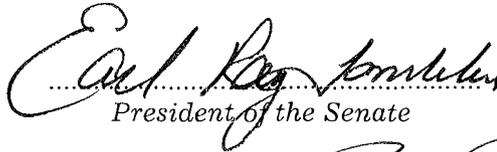

.....
Chairman House Committee

Originated in the Senate.

In effect from passage.


.....
Clerk of the Senate


.....
Clerk of the House of Delegates


.....
President of the Senate


.....
Speaker House of Delegates

The within *is approved* this the *3/18th*
Day of *March*, 2010.


.....
Governor

PRESENTED TO THE
GOVERNOR

MAR 29 2010

Time 3:45 pm