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SB 792

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OFFICE OF WEST VIRGINIA  
OF STATE

**WEST VIRGINIA LEGISLATURE**  
*REGULAR SESSION, 2006*

**ENROLLED**

SENATE BILL NO. 792

(By Senator OLIVERIO)

PASSED MARCH 11, 2006

In Effect July 4, 2006 ~~Passage~~

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OFFICE OF WEST VIRGINIA  
SECRETARY OF STATE

**ENROLLED**

## **Senate Bill No. 792**

(BY SENATOR OLIVERIO)

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[Passed March 11, 2006; to take effect July 1, 2006.]

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AN ACT to repeal §18B-2-9 of the Code of West Virginia, 1931, as amended; to amend and reenact §18B-1-2 of said code; to amend said code by adding thereto a new section, designated §18B-1-7; to amend and reenact §18B-1B-6 of said code; to amend and reenact §18B-2A-1 of said code; to amend and reenact §18B-3C-4 and §18B-3C-8 of said code; to amend said code by adding thereto a new section, designated §18B-3C-7; and to amend and reenact §18B-6-1 and §18B-6-1a of said code; and to amend and reenact §18B-10-1 of said code, all relating to making Fairmont State Community and Technical College a division of Fairmont State University and changing its name to Pierpont Community and Technical College; clarifying definitions; dissolving certain advisory board; clarifying process for delivery of community and technical college education in certain location; providing exception to process for achieving independent accreditation for community and technical colleges; designating Community and Technical College of Shepherd as Blue Ridge Community and Technical College; establishing the responsi-

bilities of Pierpont Community and Technical College; maintaining a board of advisors for the delivery of community and technical college education at Fairmont State University; eliminating the requirement that the governing board chairs of Shepherd University and the community and technical college of Shepherd, whose name is changed to Blue Ridge Community and Technical College, and Bluefield State College and New River Community and Technical College, serve on each other's boards of governors; establishing an evaluation process for the relationship between Fairmont State University and Pierpont Community and Technical College; establishing a sunset date of the first day of July, two thousand nine; providing for establishing independent accreditation for certain community and technical college under certain circumstances; providing for fee increases for certain institutions under certain conditions; clarifying definitions; making technical corrections; and repealing obsolete provisions.

*Be it enacted by the Legislature of West Virginia:*

That §18B-2-9 of the Code of West Virginia, 1931, as amended, be repealed; that §18B-1-2 of said code be amended and reenacted; that said code be amended by adding thereto a new section, designated §18B-1-7; that §18B-1B-6 of said code be amended and reenacted; that §18B-2A-1 of said code be amended and reenacted; that §18B-3C-4 and §18B-3C-8 of said code be amended and reenacted; that said code be amended by adding thereto a new section, designated §18B-3C-7; that §18B-6-1 and §18B-6-1a of said code be amended and reenacted; and that §18B-10-1 of said code be amended and reenacted, all to read as follows:

**ARTICLE 1. GOVERNANCE.**

**§18B-1-2. Definitions.**

- 1 The following words when used in this chapter and
- 2 chapter eighteen-c of this code have the meanings ascribed

3 to them unless the context clearly indicates a different  
4 meaning:

5 (a) Effective the first day of July, two thousand seven,  
6 "regional campus" means West Virginia University at  
7 Parkersburg.

8 (b) "Governing boards" or "boards" means the institu-  
9 tional boards of governors created pursuant to section one,  
10 article two-a of this chapter;

11 (c) "Freestanding community and technical colleges"  
12 means Southern West Virginia Community and Technical  
13 College, West Virginia Northern Community and Techni-  
14 cal College and Eastern West Virginia Community and  
15 Technical College which may not be operated as branches  
16 or off-campus locations of any other state institution of  
17 higher education;

18 (d) "Community college" or "community colleges"  
19 means community and technical college or colleges as  
20 those terms are defined in this section;

21 (e) "Community and technical college," in the singular  
22 or plural, means the freestanding community and technical  
23 colleges and other state institutions of higher education  
24 which deliver community and technical college education.  
25 This definition includes Southern West Virginia Commu-  
26 nity and Technical College, West Virginia Northern  
27 Community and Technical College, Eastern West Virginia  
28 Community and Technical College, New River Community  
29 and Technical College, West Virginia University at  
30 Parkersburg, the Community and Technical College at  
31 West Virginia University Institute of Technology, Blue  
32 Ridge Community and Technical College, Marshall  
33 Community and Technical College and West Virginia State  
34 Community and Technical College;

35 (f) "Community and technical college education" means  
36 the programs, faculty, administration and funding associ-

37 ated with the delivery of community and technical college  
38 education programs;

39 (g) "Essential conditions" means those conditions which  
40 shall be met by community and technical colleges as  
41 provided in section three, article three-c of this chapter;

42 (h) "Higher education institution" means any institution  
43 as defined by Sections 401(f), (g) and (h) of the federal  
44 Higher Education Facilities Act of 1963, as amended;

45 (i) "Higher Education Policy Commission," "policy  
46 commission" or "commission" means the commission  
47 created pursuant to section one, article one-b of this  
48 chapter;

49 (j) "Chancellor for Higher Education" means the chief  
50 executive officer of the Higher Education Policy Commis-  
51 sion employed pursuant to section five, article one-b of  
52 this chapter;

53 (k) "Chancellor for Community and Technical College  
54 Education" means the chief executive officer of the West  
55 Virginia Council for Community and Technical College  
56 Education employed pursuant to section three, article  
57 two-b of this chapter;

58 (l) "Chancellor" means the Chancellor for Higher  
59 Education where the context refers to a function of the  
60 Higher Education Policy Commission. "Chancellor"  
61 means Chancellor for Community and Technical College  
62 Education where the context refers to a function of the  
63 West Virginia Council for Community and Technical  
64 College Education;

65 (m) "Institutional operating budget" or "operating  
66 budget" means for any fiscal year an institution's total  
67 unrestricted education and general funding from all  
68 sources in the prior fiscal year, including, but not limited  
69 to, tuition and fees and legislative appropriation, and any  
70 adjustments to that funding as approved by the commis-

71 sion or council based on comparisons with peer institu-  
72 tions or to reflect consistent components of peer operating  
73 budgets;

74 (n) "Community and technical college education pro-  
75 gram" means any college-level course or program beyond  
76 the high school level provided through a public institution  
77 of higher education resulting in or which may result in a  
78 two-year associate degree award including an associate of  
79 arts, an associate of science and an associate of applied  
80 science; certificate programs and skill sets; developmental  
81 education; continuing education; collegiate credit and  
82 noncredit workforce development programs; and transfer  
83 and baccalaureate parallel programs. All such programs  
84 are under the jurisdiction of the council. Any reference to  
85 "post-secondary vocational education programs" means  
86 community and technical college education programs as  
87 defined in this subsection;

88 (o) "Rule" or "rules" means a regulation, standard,  
89 policy or interpretation of general application and future  
90 effect;

91 (p) "Senior administrator" means the vice chancellor for  
92 administration employed in accordance with section two,  
93 article four of this chapter;

94 (q) "State college" means Bluefield State College,  
95 Concord University, Fairmont State University, Glenville  
96 State College, Shepherd University, West Liberty State  
97 College or West Virginia State University;

98 (r) "State institution of higher education" means any  
99 university, college or community and technical college  
100 under the jurisdiction of a governing board as that term is  
101 defined in this section;

102 (s) Until the first day of July, two thousand seven,  
103 "regional campus" means West Virginia University at  
104 Parkersburg and West Virginia University Institute of  
105 Technology;

106 (t) The advisory board previously appointed for the West  
107 Virginia Graduate College is known as the "Board of  
108 Visitors" and shall provide guidance to the Marshall  
109 University Graduate College;

110 (u) "Institutional compact" means the compact between  
111 the commission or council and a state institution of higher  
112 education under its jurisdiction, as described in section  
113 two, article one-a of this chapter;

114 (v) "Peer institutions", "peer group" or "peers" means  
115 public institutions of higher education used for compari-  
116 son purposes and selected by the commission pursuant to  
117 section three, article one-a of this chapter;

118 (w) "Administratively linked community and technical  
119 college" means a community and technical college created  
120 pursuant to section eight, article three-c of this chapter;

121 (x) "Sponsoring institution" means a state institution of  
122 higher education that maintains an administrative link to  
123 a community and technical college pursuant to section  
124 eight, article three-c of this chapter;

125 (y) "Collaboration" means entering into an agreement  
126 with one or more providers of education services in order  
127 to enhance the scope, quality or efficiency of education  
128 services;

129 (z) "Broker" or "brokering" means serving as an agent  
130 on behalf of students, employers, communities or responsi-  
131 bility areas to obtain education services not offered at that  
132 institution. These services include courses, degree pro-  
133 grams or other services contracted through an agreement  
134 with a provider of education services either in-state or  
135 out-of-state; and

136 (aa) "Council" means the West Virginia Council for  
137 Community and Technical College Education created  
138 pursuant to article two-b of this chapter.

139 (bb) "West Virginia Consortium for Undergraduate  
140 Research and Engineering" or "West Virginia CURE"  
141 means the collaborative planning group established  
142 pursuant to article one-c of this chapter.

**§18B-1-7. Fairmont State Community and Technical College merged.**

1 (a) Notwithstanding any other provision of this code to  
2 the contrary, on the first day of July, two thousand six,  
3 Fairmont State Community and Technical College shall be  
4 known as Pierpont Community and Technical College and  
5 shall merge and consolidate with Fairmont State Univer-  
6 sity and become a fully integrated division of the univer-  
7 sity. All administrative and academic units shall be  
8 consolidated with primary responsibility for direction and  
9 support assigned to Fairmont State University.

10 (1) Fairmont State Community and Technical College  
11 ceases to be an individual higher education institution, as  
12 defined by subsection (h), section two of this article.

13 (2) The advisory board previously appointed for  
14 Fairmont State Community and Technical College is  
15 continued as the advisory board for Pierpont Community  
16 and Technical College. The advisory board:

17 (A) Serves to advise the Fairmont State University Board  
18 of Governors and president on issues regarding the  
19 delivery of community and technical college education;  
20 and

21 (B) Continues to function pursuant to the provisions of  
22 section one, article six of this chapter.

23 (b) Any reference in this code to Fairmont State Commu-  
24 nity and Technical College means Pierpont Community  
25 and Technical College, a division of Fairmont State  
26 University.

27 (c) In the delivery of community and technical college  
28 education and programs, Fairmont State University shall



29 adhere to all provisions set forth in this code and rules  
30 promulgated by the council for the delivery of such  
31 education and programs, including, but not limited to,  
32 council review and approval of academic programs,  
33 institutional compacts, master plans, charge-back agree-  
34 ments and tuition and fee rates, including capital fees.  
35 The only provision of this code that Fairmont State  
36 University is not required to adhere to is the requirement  
37 related to independent accreditation of community and  
38 technical colleges.

39 (d) Pierpont Community and Technical College shall  
40 continue to exist as an administrative division of Fairmont  
41 State University, pursuant to the provisions of article ten,  
42 chapter four of this code, until the first day of July, two  
43 thousand nine, unless sooner terminated, continued or  
44 reestablished pursuant to the provisions of that article.

45 (e) During the time period Pierpont Community and  
46 Technical College exists as an administrative division of  
47 Fairmont State University pursuant to subsection (d) of  
48 this section, the council shall determine if the following  
49 conditions are being met:

50 (1) Pierpont Community and Technical College meets or  
51 exceeds all of the benchmarks contained in its approved  
52 compact required by section two, article one-a of this  
53 chapter;

54 (2) Pierpont Community and Technical College has  
55 established and is meeting or exceeding the goals of its  
56 approved consortium compact pursuant to section four,  
57 article three-c of this chapter;

58 (3) Pierpont Community and Technical College meets or  
59 exceeds the service needs of its consortium planning  
60 district according to its approved consortium compact;

61 (4) Pierpont Community and Technical College meets or  
62 exceeds Council goals as defined in the community and  
63 technical college performance indicators and institutional

64 compacts established pursuant to section two, article one-  
65 a of this chapter and national averages for the delivery of  
66 comprehensive community and technical college education  
67 in the following areas:

68 (A) Providing access to the following groups of students  
69 in the community and technical college's consortium  
70 planning district:

71 (i) Traditional students eighteen to twenty-four years of  
72 age;

73 (ii) Nontraditional students twenty-five to forty-four  
74 years of age; and

75 (iii) High school students seeking college credit through  
76 early entrance and earn-a-degree-graduate-early (EDGE)  
77 courses;

78 (B) Serving the state's workforce development goals by:

79 (i) Increasing the number of graduates with career  
80 technical certificates and associate degrees;

81 (ii) Ensuring that students who earn certificates and  
82 degrees are placed in the workforce;

83 (iii) Providing workforce education and training pro-  
84 grams for employers; and

85 (iv) Maintaining community and technical college  
86 student freshman-to-sophomore retention rates and  
87 graduation rates that equal or exceed state and national  
88 averages;

89 (5) The costs of operating Pierpont Community and  
90 Technical College as an independently accredited commu-  
91 nity and technical college administratively linked to  
92 Fairmont State University exceed the benefits of such an  
93 arrangement to the achievement of community and  
94 technical college system goals;

95 (6) A consortia arrangement, centralized processing  
96 alternative or other cost-saving measure is not available to  
97 offset the costs determined to be excessive pursuant to  
98 subdivision (5) of this subsection; and

99 (7) Fairmont State University and Pierpont Community  
100 and Technical College demonstrate that they are required:

101 (A) By the United States Department of Education to  
102 operate separate offices for student financial aid process-  
103 ing; and

104 (B) By the Higher Learning Commission of the North  
105 Central Association of Colleges and Schools to maintain a  
106 separate library for each institution.

107 (f) The council shall report to the Legislative Oversight  
108 Commission on Education Accountability concerning their  
109 findings and their final recommendations. The report  
110 shall be filed by the first day of December, two thousand  
111 nine.

112 (g) If the council determines that the merger of Fairmont  
113 State University and Pierpont Community and Technical  
114 College has not resulted in enabling the community and  
115 technical college to meet the conditions established in this  
116 section, the community and technical college shall pursue  
117 independent accreditation status. If Pierpont Community  
118 and Technical College fails to achieve independent accred-  
119 itation by the first day of January, two thousand eleven,  
120 the council shall choose one of the following options:

121 (1) Create the administratively linked institution as a  
122 freestanding community and technical college under the  
123 jurisdiction of its own institutional board of governors  
124 established pursuant to section one, article two-a of this  
125 chapter; or

126 (2) Assign the responsibility for obtaining independent  
127 accreditation to another state institution of higher educa-  
128 tion.

**ARTICLE 1B. HIGHER EDUCATION POLICY COMMISSION.****§18B-1B-6. Appointment of institutional presidents; evaluation.**

1 (a) *Appointment of institutional presidents.* – Appoint-  
2 ment of presidents of the state institutions of higher  
3 education shall be made as follows:

4 (1) Subject to the approval of the commission, the  
5 governing board of the institution appoints a president for  
6 Bluefield State College, Concord University, Fairmont  
7 State University, Glenville State College, Marshall Uni-  
8 versity, Shepherd University, West Liberty State College,  
9 West Virginia School of Osteopathic Medicine, West  
10 Virginia State University and West Virginia University.

11 (2) Subject to the approval of the council and to the  
12 provisions of article three-c of this chapter, the Governing  
13 Board of West Virginia University appoints the president  
14 of the regional campus known as West Virginia University  
15 at Parkersburg. The president serves at the will and  
16 pleasure of the governing board. When selecting candi-  
17 dates for consideration to fill the office of president, the  
18 governing board shall use the search and screening process  
19 provided in section one, article six of this chapter.

20 Until the first day of July, two thousand seven, and  
21 subject to the approval of the commission, the Governing  
22 Board of West Virginia University appoints the president  
23 of the regional campus known as West Virginia University  
24 Institute of Technology. The president of the regional  
25 campus serves at the will and pleasure of the appointing  
26 governing board.

27 (3) Subject to the approval of the council, the governing  
28 board of the community and technical college appoints a  
29 president for Eastern West Virginia Community and  
30 Technical College, Southern West Virginia Community  
31 and Technical College and West Virginia Northern Com-  
32 munity and Technical College.

33 (4) Subject to the approval of the council, the governing  
34 board of the sponsoring institution appoints a president  
35 for each administratively linked community and technical  
36 college which shares a physical campus location with the  
37 sponsoring institution, including Pierpont Community and  
38 Technical College, a division of Fairmont State University,  
39 Marshall Community and Technical College, the Commu-  
40 nity and Technical College at West Virginia University  
41 Institute of Technology and West Virginia State Commu-  
42 nity and Technical College. The president of the adminis-  
43 tratively linked community and technical college serves at  
44 the will and pleasure of the appointing governing board.

45 (5) Subject to the approval of the council, the governing  
46 board of the community and technical college appoints a  
47 president for each administratively linked community and  
48 technical college which does not share a physical campus  
49 location with the sponsoring institution, including New  
50 River Community and Technical College and Blue Ridge  
51 Community and Technical College.

52 (b) *Other appointments.* – The institutional president  
53 appoints a provost to be the administrative head of the  
54 Potomac campus of West Virginia University and, effective  
55 the first day of July, two thousand seven, for West Virginia  
56 University Institute of Technology.

57 (c) *Evaluation of presidents.* – The appointing governing  
58 board shall conduct written performance evaluations of  
59 each institution's president, including the presidents of  
60 administratively linked community and technical colleges.  
61 Evaluations shall be done in every fourth year of employ-  
62 ment as president, recognizing unique characteristics of  
63 the institution and utilizing institutional personnel,  
64 institutional boards of advisors as appropriate, staff of the  
65 appropriate governing board and persons knowledgeable  
66 in higher education matters who are not otherwise em-  
67 ployed by a governing board. A part of the evaluation  
68 shall be a determination of the success of the institution in  
69 meeting the requirements of its institutional compact.

**ARTICLE 2A. INSTITUTIONAL BOARDS OF GOVERNORS.****§18B-2A-1. Composition of boards; terms and qualifications of members; vacancies; eligibility for reappointment.**

1 (a) A board of governors is continued at each of the  
2 following institutions: Bluefield State College, Blue Ridge  
3 Community and Technical College, Concord University,  
4 Eastern West Virginia Community and Technical College,  
5 Fairmont State University, Glenville State College,  
6 Marshall University, New River Community and Technical  
7 College, Shepherd University, Southern West Virginia  
8 Community and Technical College, West Liberty State  
9 College, West Virginia Northern Community and Techni-  
10 cal College, the West Virginia School of Osteopathic  
11 Medicine, West Virginia State University and West  
12 Virginia University.

13 (b) The institutional board of governors for Marshall  
14 University consists of sixteen persons and the institutional  
15 board of governors for West Virginia University consists of  
16 eighteen persons. Each other board of governors consists  
17 of twelve persons.

18 (c) Each board of governors includes the following  
19 members: .

20 (1) A full-time member of the faculty with the rank of  
21 instructor or above duly elected by the faculty of the  
22 respective institution;

23 (2) A member of the student body in good academic  
24 standing, enrolled for college credit work and duly elected  
25 by the student body of the respective institution;

26 (3) A member from the institutional classified employees  
27 duly elected by the classified employees of the respective  
28 institution; and

29 (4) For the institutional board of governors at Marshall  
30 University, twelve lay members appointed by the Gover-

31 nor, by and with the advice and consent of the Senate,  
32 pursuant to this section and, additionally, the chairperson  
33 of the institutional board of advisors of Marshall Commu-  
34 nity and Technical College serving as an ex officio, voting  
35 member.

36 (5) For the institutional board of governors at West  
37 Virginia University, twelve lay members appointed by the  
38 Governor, by and with the advice and consent of the  
39 Senate, pursuant to this section and, additionally, the  
40 chairpersons of the following boards serving as ex officio,  
41 voting members:

42 (A) The institutional board of advisors of:

43 (i) The Community and Technical College at West  
44 Virginia University Institute of Technology; and

45 (ii) West Virginia University at Parkersburg; and

46 (B) The Board of Visitors of West Virginia University  
47 Institute of Technology.

48 (6) For each institutional board of governors of an  
49 institution that does not have an administratively linked  
50 community and technical college under its jurisdiction,  
51 nine lay members appointed by the Governor, by and with  
52 the advice and consent of the Senate, pursuant to this  
53 section.

54 (7) For each institutional board of governors which has  
55 an administratively linked community and technical  
56 college under its jurisdiction:

57 (A) Eight lay members appointed by the Governor, by  
58 and with the advice and consent of the Senate, pursuant to  
59 this section and, additionally, the chairperson of the  
60 institutional board of advisors of the administratively  
61 linked community and technical college; and

62 (B) Of the eight lay members appointed by the Governor,  
63 one shall be the superintendent of a county board of  
64 education from the area served by the institution.

65 (d) Of the eight or nine members appointed by the  
66 Governor, no more than five may be of the same political  
67 party. Of the twelve members appointed by the Governor  
68 to the governing boards of Marshall University and West  
69 Virginia University, no more than seven may be of the  
70 same political party. Of the eight or nine members ap-  
71 pointed by the Governor, at least six shall be residents of  
72 the state. Of the twelve members appointed by the Gover-  
73 nor to the governing boards of Marshall University and  
74 West Virginia University, at least eight shall be residents  
75 of the state.

76 (e) The student member serves for a term of one year.  
77 Each term begins on the first day of July.

78 (f) The faculty member serves for a term of two years.  
79 Each term begins on the first day of July. Faculty mem-  
80 bers are eligible to succeed themselves for three additional  
81 terms, not to exceed a total of eight consecutive years.

82 (g) The member representing classified employees serves  
83 for a term of two years. Each term begins on the first day  
84 of July. Members representing classified employees are  
85 eligible to succeed themselves for three additional terms,  
86 not to exceed a total of eight consecutive years.

87 (h) The appointed lay citizen members serve terms of  
88 four years each and are eligible to succeed themselves for  
89 no more than one additional term.

90 (i) A vacancy in an unexpired term of a member shall be  
91 filled for the unexpired term within thirty days of the  
92 occurrence of the vacancy in the same manner as the  
93 original appointment or election. Except in the case of a  
94 vacancy, all elections shall be held and all appointments  
95 shall be made no later than the thirtieth day of June  
96 preceding the commencement of the term. Each board of  
97 governors shall elect one of its appointed lay members to  
98 be chairperson in June of each year. A member may not  
99 serve as chairperson for more than two consecutive years.



100 (j) The appointed members of the institutional boards of  
101 governors serve staggered terms of four years.

102 (k) A person is ineligible for appointment to membership  
103 on a board of governors of a state institution of higher  
104 education under the following conditions:

105 (1) For a baccalaureate institution or university, a person  
106 is ineligible for appointment who is an officer, employee or  
107 member of any other board of governors, a member of an  
108 institutional board of advisors of any public institution of  
109 higher education, an employee of any institution of higher  
110 education, an officer or member of any political party  
111 executive committee, the holder of any other public office  
112 or public employment under the government of this state  
113 or any of its political subdivisions or a member of the  
114 council or commission. This subsection does not prevent  
115 the representative from the faculty, classified employees,  
116 students or chairpersons of the boards of advisors or the  
117 superintendent of a county board of education from being  
118 members of the governing boards.

119 (2) For a community and technical college, a person is  
120 ineligible for appointment who is an officer, employee or  
121 member of any other board of governors; a member of an  
122 institutional board of advisors of any public institution of  
123 higher education; an employee of any institution of higher  
124 education; an officer or member of any political party  
125 executive committee; the holder of any other public office,  
126 other than an elected county office, or public employment,  
127 other than employment by the county board of education,  
128 under the government of this state or any of its political  
129 subdivisions; or a member of the council or commission.  
130 This subsection does not prevent the representative from  
131 the faculty, classified employees, students or chairpersons  
132 of the boards of advisors from being members of the  
133 governing boards.

134 (l) Before exercising any authority or performing any  
135 duties as a member of a governing board, each member

136 shall qualify as such by taking and subscribing to the oath  
137 of office prescribed by section five, article IV of the  
138 Constitution of West Virginia and the certificate thereof  
139 shall be filed with the secretary of state.

140 (m) A member of a governing board appointed by the  
141 Governor may not be removed from office by the Governor  
142 except for official misconduct, incompetence, neglect of  
143 duty or gross immorality and then only in the manner  
144 prescribed by law for the removal of the state elective  
145 officers by the Governor.

146 (n) The president of the institution shall make available  
147 resources of the institution for conducting the business of  
148 its board of governors. The members of the board of  
149 governors serve without compensation, but are reimbursed  
150 for all reasonable and necessary expenses actually in-  
151 curred in the performance of official duties under this  
152 article upon presentation of an itemized sworn statement  
153 of expenses. All expenses incurred by the board of gover-  
154 nors and the institution under this section are paid from  
155 funds allocated to the institution for that purpose.

#### **ARTICLE 3C. COMMUNITY AND TECHNICAL COLLEGE SYSTEM.**

##### **§18B-3C-4. Community and technical college consortia plan- ning districts.**

1 (a) Unless otherwise designated, the president of each  
2 community and technical college facilitates the formation  
3 of community and technical college consortia in the state,  
4 which includes representatives of community and techni-  
5 cal colleges, public vocational-technical education centers,  
6 and public baccalaureate institutions offering associate  
7 degrees. The community and technical college consortium  
8 shall:

9 (1) Complete a comprehensive assessment of the district  
10 to determine what education and training programs are  
11 necessary to meet the short and long-term workforce  
12 development needs of the district;

13 (2) Coordinate efforts with regional labor market  
14 information systems to identify the ongoing needs of  
15 business and industry, both current and projected, and to  
16 provide information to assist in an informed program of  
17 planning and decisionmaking;

18 (3) Plan and develop a unified effort between the com-  
19 munity and technical colleges and public voca-  
20 tional-technical education to meet the documented  
21 workforce development needs of the district through  
22 individual and cooperative programs, shared facilities,  
23 faculty, staff, equipment and other resources and the  
24 development and use of distance learning and other  
25 education technologies;

26 (4) Regularly review and revise curricula to ensure that  
27 the workforce needs are met, develop new programs and  
28 phase out or modify existing programs as appropriate to  
29 meet such needs, streamline procedures for designing and  
30 implementing customized training programs;

31 (5) Increase the integration of secondary and  
32 post-secondary curriculum and programs that are targeted  
33 to meet regional labor market needs, including implemen-  
34 tation of seamless curricula projects in all major career  
35 pathways and the West Virginia EDGE, Earn a Degree,  
36 Graduate Early Program;

37 (6) Plan and implement integrated professional develop-  
38 ment activities for secondary and post-secondary faculty,  
39 staff and administrators;

40 (7) Ensure that program graduates have attained the  
41 competencies required for successful employment through  
42 the involvement of business, industry and labor in estab-  
43 lishing student credentialing;

44 (8) Performance assessment of student knowledge and  
45 skills which may be gained from multiple sources so that  
46 students gain credit toward program completion and

47 advance more rapidly without repeating course work in  
48 which they already possess competency;

49 (9) Cooperate with workforce investment boards in  
50 establishing one-stop-shop career centers with integrated  
51 employment and training and labor market information  
52 systems that enable job seekers to assess their skills,  
53 identify and secure needed education training and secure  
54 employment and employers to locate available workers;

55 (10) Increase the integration of adult literacy, adult basic  
56 education, federal Work Force Investment Act and com-  
57 munity and technical college programs and services to  
58 expedite the transition of adults from welfare to gainful  
59 employment; and

60 (11) Establish a single point of contact for employers and  
61 potential employers to access education and training  
62 programs throughout the district.

63 (b) The community and technical college education  
64 consortium shall cooperate with the regional workforce  
65 investment board in the district and shall participate in  
66 any development or amendment to the regional workforce  
67 investment plan.

68 (c) To carry out the provisions of this section, community  
69 and technical college consortia planning districts are  
70 established and defined as follows:

71 (1) Northern Panhandle Community and Technical  
72 College District includes Hancock, Brooke, Ohio, Marshall  
73 and Wetzel counties.

74 (A) The facilitating institution is West Virginia Northern  
75 Community and Technical College.

76 (B) Participating institutions include West Virginia  
77 Northern Community and Technical College; John Mar-  
78 shall High School; Cameron High School; John D.  
79 Rockefeller Center; and other public vocational-technical  
80 schools offering post-secondary programs.

81 (2) North Central West Virginia Community and Techni-  
82 cal College District includes Monongalia, Marion, Preston,  
83 Taylor, Barbour, Randolph, Doddridge, Harrison, Braxton,  
84 Lewis, Calhoun, Gilmer and Upshur counties.

85 (A) The facilitating institution is Pierpont Community  
86 and Technical College, a division of Fairmont State  
87 University.

88 (B) Participating institutions include Pierpont Commu-  
89 nity and Technical College, a division of Fairmont State  
90 University; Glenville State College; Randolph County  
91 Vocational-Technical Center; Monongalia County Techni-  
92 cal Education Center; United Technical Center; Marion  
93 County Technical Center; Fred W. Eberly Technical  
94 Center; and other public vocational-technical schools  
95 offering post-secondary programs.

96 (3) Mid-Ohio Valley Community and Technical College  
97 District includes Tyler, Pleasants, Ritchie, Wood, Wirt,  
98 Jackson and Roane counties.

99 (A) The facilitating institution is West Virginia Univer-  
100 sity at Parkersburg.

101 (B) Participating institutions includes West Virginia  
102 University at Parkersburg; West Virginia Northern  
103 Community and Technical College; Roane-Jackson Techni-  
104 cal Center; Gaston Caperton Center; Wood County Techni-  
105 cal Center; and other public vocational-technical schools  
106 offering post-secondary programs.

107 (4) Potomac Highlands Community and Technical  
108 College District includes Tucker, Pendleton, Grant, Hardy,  
109 Mineral and Hampshire counties.

110 (A) The facilitating institution is Eastern West Virginia  
111 Community and Technical College.

112 (B) Participating institutions include Eastern West  
113 Virginia Community and Technical College; South Branch  
114 Career and Technical Center; Mineral County Technical

115 Center; and other public vocational-technical schools  
116 offering post-secondary programs.

117 (5) Shenandoah Valley Community and Technical  
118 College District includes Berkeley, Jefferson and Morgan  
119 counties.

120 (A) The facilitating institution is Blue Ridge Community  
121 and Technical College.

122 (B) Participating institutions include Blue Ridge Com-  
123 munity and Technical College; James Rumsey Technical  
124 Institute; and other public vocational-technical schools  
125 offering post-secondary programs.

126 (6) Advantage Valley Community and Technical College  
127 District includes Fayette, Kanawha, Clay, Putnam, Cabell,  
128 Mason and Wayne counties.

129 (A) The facilitating institution is Marshall Community  
130 and Technical College.

131 (B) Every five years the council shall:

132 (i) Evaluate the progress of the Advantage Valley  
133 Consortia toward achieving the goals and benchmarks of  
134 its compact;

135 (ii) Evaluate the progress of each community and  
136 technical college in the district toward achieving the goals  
137 and benchmarks of its institutional compact;

138 (iii) Determine which community and technical college  
139 in the district would best serve the needs of the district for  
140 the following five-year period if serving as the facilitating  
141 institution; and

142 (iv) Designate the community and technical college  
143 selected pursuant to subparagraph (iii) of this paragraph  
144 to serve as the facilitating institution for the following  
145 five-year period.

146 (C) Participating institutions include Marshall Commu-  
147 nity and Technical College; the Community and Technical  
148 College at West Virginia University Institute of Technol-  
149 ogy; West Virginia State Community and Technical  
150 College; Carver Career Center; Garnet Career Center; Ben  
151 Franklin Career Center; Putnam County Voca-  
152 tional-Technical-Occupational Center; Cabell County  
153 Career-Technical Center; and other public vocational-  
154 technical schools offering post-secondary programs.

155 (7) Southern Mountains Community and Technical  
156 College District includes Lincoln, Boone, Logan, Mingo,  
157 Wyoming and McDowell counties.

158 (A) The facilitating institution is Southern West Virginia  
159 Community and Technical College.

160 (B) Participating institutions include Southern West  
161 Virginia Community and Technical College; New River  
162 Community and Technical College; Boone County Career  
163 and Technical Center; Wyoming County Voca-  
164 tional-Technical Center; Ralph R. Willis Career and  
165 Technical Center; McDowell County Career and Technol-  
166 ogy Center; Mingo County Vocation-Technical Center;  
167 Charles Yeager Technical Center; and other public  
168 vocational-technical schools offering post-secondary  
169 programs.

170 (8) Southeastern Community and Technical College  
171 District includes Raleigh, Summers, Fayette, Nicholas,  
172 Webster, Pocahontas, Greenbrier, Monroe and Mercer  
173 counties.

174 (A) The facilitating institution is New River Community  
175 and Technical College.

176 (B) Participating institutions include New River Com-  
177 munity and Technical College; Southern West Virginia  
178 Community and Technical College; the Community and  
179 Technical College at West Virginia University Institute of  
180 Technology; Bluefield State College; Academy of Careers

181 and Technology; Fayette Plateau Vocation-Technology  
182 Center; Summers County High School; Monroe County  
183 Technical Center; Mercer County Technical Center; and  
184 other public vocational-technical schools offering  
185 post-secondary programs.

186 (d) In the role of the facilitating institution of the  
187 community and technical college district, the college:

188 (1) Communicates to the council;

189 (2) Facilitates the delivery of comprehensive community  
190 and technical college education in the region, which  
191 includes the seven areas of comprehensive community and  
192 technical college education delivery as required by section  
193 six of this article; and

194 (3) Facilitates development of statement of commitment  
195 signed by all participating institutions in the region as to  
196 how community and technical college education will be  
197 delivered.

198 (e) Participating institutions are not subordinate to the  
199 facilitating institution but will sign the statement of  
200 commitment to participate.

201 (f) The council shall:

202 (1) Maintain guidelines for community and technical  
203 college consortia development;

204 (2) Set goals for each consortium based upon legislative  
205 goals for the delivery of comprehensive community and  
206 technical college education; and

207 (3) Maintain a format for developing and revising a  
208 consortium compact outlining plans for achieving stated  
209 goals to be submitted to the council annually for approval.

210 (g) On or before the fifteenth day of November each year  
211 each consortium shall submit to the council for approval  
212 a compact which outlines plans for obtaining the stated



213 goals. Each compact shall include the implementation of  
214 seamless curricula and the West Virginia EDGE, Earn a  
215 Degree, Graduate Early Program.

216 (h) The council annually shall evaluate the progress  
217 made in meeting the compact goals for each community  
218 and technical college consortia through the development  
219 and collection of performance indicator data.

**§18B-3C-7. Blue Ridge Community and Technical College.**

1 The Community and Technical College of Shepherd is  
2 hereafter named "Blue Ridge Community and Technical  
3 College". Any reference in this code to the Community  
4 and Technical College of Shepherd means Blue Ridge  
5 Community and Technical College.

**§18B-3C-8. Statewide network of independently accredited  
community and technical colleges.**

1 (a) There is continued a statewide network of independ-  
2 ently accredited community and technical colleges serving  
3 every region of the state. This section does not apply to  
4 the freestanding community and technical colleges or West  
5 Virginia University at Parkersburg.

6 (b) To be eligible for funds appropriated to develop  
7 independently accredited community and technical  
8 colleges, a state institution of higher education shall  
9 demonstrate the following:

10 (1) That it has as a part of its institutional compact  
11 approved by the council a step-by-step plan with measur-  
12 able benchmarks for developing an independently accred-  
13 ited community and technical college that meets the  
14 essential conditions set forth in section three of this  
15 article;

16 (2) That it is able to offer evidence to the satisfaction of  
17 the council that it is making progress toward accomplish-  
18 ing the benchmarks established in its institutional com-

19 pact for developing an independently accredited commu-  
20 nity and technical college; and

21 (3) That it has submitted an expenditure sched-  
22 ule approved by the council which sets forth a pro-  
23 posed plan of expenditures for funds allocated to it from  
24 the fund.

25 (c) The statewide network of independently accredited  
26 community and technical colleges is comprised of the  
27 freestanding community and technical colleges, West  
28 Virginia University at Parkersburg and the following state  
29 institutions of higher education:

30 (1) *New River Community and Technical College.* -

31 (A) There is continued the multicampus entity known as  
32 New River Community and Technical College, administra-  
33 tively linked to Bluefield State College. New River  
34 Community and Technical College is headquartered in the  
35 Beckley Higher Education Center and incorporates the  
36 campuses of Greenbrier Community College Center of  
37 New River Community and Technical College and Nicho-  
38 las Community College Center of New River Community  
39 and Technical College. New River Community and  
40 Technical College is an independently accredited commu-  
41 nity and technical college.

42 (B) Bluefield State College may continue associate  
43 degree programs in areas of particular institutional  
44 strength which are closely articulated to its baccalaureate  
45 programs and missions or which are of a high-cost nature  
46 and can best be provided through direct coordination with  
47 a baccalaureate institution. Any such program shall be  
48 delivered under the authority of the council and through  
49 contract with the community and technical college. The  
50 terms of the contract shall be negotiated between the  
51 council and the governing board of the sponsoring institu-  
52 tion. The final contract is approved by the council. Such  
53 a program shall be evaluated according to the benchmarks  
54 and indicators for community and technical college

55 education developed by the council. If the council deter-  
56 mines that the program is making insufficient progress  
57 toward accomplishing the benchmarks, the program shall  
58 thereafter be delivered by the community and technical  
59 college.

60 (C) Bluefield State College may continue the associate of  
61 science degree in nursing which is an existing nationally  
62 accredited associate degree program in an area of particu-  
63 lar institutional strength and which is closely articulated  
64 to the baccalaureate program and mission. The program  
65 is of a high-cost nature and can best be provided through  
66 direct administration by a baccalaureate institution. This  
67 program may not be transferred to New River Community  
68 and Technical College or any other community and  
69 technical college as long as the program maintains na-  
70 tional accreditation and is seamlessly coordinated into the  
71 baccalaureate program at the institution.

72 (D) As an independently accredited community and  
73 technical college, New River also serves as a higher  
74 education center for its region by brokering with other  
75 colleges, universities and providers, in state and out of  
76 state, both public and private, to ensure the coordinated  
77 access of students, employers and other clients to needed  
78 programs and services.

79 (E) New River Community and Technical College  
80 participates in the planning and development of a unified  
81 effort involving multiple providers to meet the docu-  
82 mented education and workforce development needs in the  
83 region. Nothing in this subdivision prohibits or limits any  
84 existing, or the continuation of any existing, affiliation  
85 between Mountain State University, West Virginia Univer-  
86 sity Institute of Technology and West Virginia University.  
87 The objective is to assure students and employers in the  
88 area that there is coordination and efficient use of re-  
89 sources among the separate programs and facilities,  
90 existing and planned, in the Beckley area.

91     (2) *Marshall Community and Technical College.* –  
92 Marshall Community and Technical College is an inde-  
93 pendently accredited community and technical college.  
94 The new community and technical college is developed on  
95 the base of the component community and technical  
96 college of Marshall University. Subject to the provisions  
97 of this section, the president and the governing board of  
98 Marshall University are responsible, according to a plan  
99 approved by the council, for step-by-step implementation  
100 of the new independently accredited community and  
101 technical college which adheres to the essential conditions  
102 pursuant to section three of this article. Subject to the  
103 provisions of section twelve of this article, the community  
104 and technical college remains administratively linked to  
105 Marshall University. Marshall University may continue  
106 associate degree programs in areas of particular institu-  
107 tional strength which are closely articulated to its bacca-  
108 laurate programs and missions or which are of a  
109 high-cost nature and can best be provided in direct  
110 coordination with a baccalaureate institution. Any such  
111 program shall be delivered under the authority of the  
112 council and through contract with the community and  
113 technical college. The terms of the contract shall be  
114 negotiated between the council and the governing board of  
115 the sponsoring institution. The final contract is approved  
116 by the council. Such a program shall be evaluated accord-  
117 ing to the benchmarks and indicators for community and  
118 technical college education developed by the council. If  
119 the council determines that the program is making insuffi-  
120 cient progress toward accomplishing the benchmarks, the  
121 program shall thereafter be delivered by the community  
122 and technical college.

123     (3) *Blue Ridge Community and Technical College.* —  
124 Blue Ridge Community and Technical College is an  
125 independently accredited community and technical  
126 college. Subject to the provisions of section twelve of this  
127 article, the community and technical college remains  
128 administratively linked to Shepherd University. Shepherd

129 University may continue associate degree programs in  
130 areas of particular institutional strength which are closely  
131 articulated to its baccalaureate programs and missions or  
132 which are of a high-cost nature and can best be provided  
133 in direct coordination with a baccalaureate institution.  
134 Any such program shall be delivered under the authority  
135 of the council and through contract with the community  
136 and technical college. The terms of the contract shall be  
137 negotiated between the council and the governing board of  
138 the sponsoring institution. The final contract is approved  
139 by the council. Such a program shall be evaluated accord-  
140 ing to the benchmarks and indicators for community and  
141 technical college education developed by the council. If  
142 the council determines that the program is making insuffi-  
143 cient progress toward accomplishing the benchmarks, the  
144 program shall thereafter be delivered by the community  
145 and technical college.

146 (4) *West Virginia State Community and Technical*  
147 *College.* – West Virginia State Community and Technical  
148 College is an independently accredited community and  
149 technical college. The new community and technical  
150 college is developed on the base of the component commu-  
151 nity and technical college of West Virginia state college.  
152 Subject to the provisions of this section, the president and  
153 the Governing Board of West Virginia State College are  
154 responsible, according to a plan approved by the council,  
155 for step-by-step implementation of the new independently  
156 accredited community and technical college which adheres  
157 to the essential conditions pursuant to section three of this  
158 article. Subject to the provisions of section twelve of this  
159 article, the community and technical college remains  
160 administratively linked to West Virginia State University.  
161 West Virginia State University may continue associate  
162 degree programs in areas of particular institutional  
163 strength which are closely articulated to its baccalaureate  
164 programs and missions or which are of a high-cost nature  
165 and can best be provided in direct coordination with a  
166 baccalaureate institution. Any such program shall be

167 delivered under the authority of the council and through  
168 contract with the community and technical college. The  
169 terms of the contract shall be negotiated between the  
170 council and the governing board of the sponsoring institu-  
171 tion. The final contract is approved by the council. Such  
172 a program shall be evaluated according to the benchmarks  
173 and indicators for community and technical college  
174 education developed by the council. If the council deter-  
175 mines that the program is making insufficient progress  
176 toward accomplishing the benchmarks, the program shall  
177 thereafter be delivered by the community and technical  
178 college.

179 (5) *The Community and Technical College at West*  
180 *Virginia University Institute of Technology.* – The Commu-  
181 nity and Technical College at West Virginia University  
182 Institute of Technology is an independently accredited  
183 community and technical college. The new community  
184 and technical college is developed on the base of the  
185 component community and technical college of West  
186 Virginia University Institute of Technology. Subject to the  
187 provisions of this section, the president and the governing  
188 board of West Virginia University are responsible, accord-  
189 ing to a plan approved by the council, for step-by-step  
190 implementation of the new independently accredited  
191 community and technical college which adheres to the  
192 essential conditions pursuant to section three of this  
193 article. Subject to the provisions of section twelve of this  
194 article, the community and technical college remains  
195 administratively linked to West Virginia University  
196 Institute of Technology. West Virginia University Institute  
197 of Technology may continue associate degree programs in  
198 areas of particular institutional strength which are closely  
199 articulated to its baccalaureate programs and missions or  
200 which are of a high-cost nature and can best be provided  
201 in direct coordination with a baccalaureate institution.  
202 Any such program shall be delivered under the authority  
203 of the council and through contract with the community  
204 and technical college. The terms of the contract shall be

205 negotiated between the council and the governing board of  
206 the sponsoring institution. The final contract is approved  
207 by the council. Such a program shall be evaluated accord-  
208 ing to the benchmarks and indicators for community and  
209 technical college education developed by the council. If  
210 the council determines that the program is making insuffi-  
211 cient progress toward accomplishing the benchmarks, the  
212 program shall thereafter be delivered by the community  
213 and technical college.

214 (d) The president and the board of governors of each  
215 sponsoring institution is accountable to the council for  
216 ensuring that the community and technical college adheres  
217 to the essential conditions pursuant to section three of this  
218 article.

#### ARTICLE 6. ADVISORY COUNCILS.

##### **§18B-6-1. Institutional boards of advisors for regional campuses and certain administratively linked community and technical colleges.**

1 (a) There are continued institutional boards of advisors  
2 as follows:

3 (1) For each regional campus. The chairperson of the  
4 board of advisors of West Virginia University at  
5 Parkersburg serves as an ex officio, voting member of the  
6 Governing Board of West Virginia University;

7 (2) For administratively linked community and technical  
8 colleges which share a physical location with the sponsor-  
9 ing institution. This category includes Marshall Commu-  
10 nity and Technical College, West Virginia State Commu-  
11 nity and Technical College and the Community and  
12 Technical College at West Virginia University Institute of  
13 Technology. The chairperson of the board of advisors of  
14 each administratively linked community and technical  
15 college serves as an ex officio, voting member of the  
16 sponsoring institution's board of governors, or, in the case  
17 of the Community and Technical College at West Virginia

18 University Institute of Technology, the chairperson of the  
19 board of advisors serves as an ex officio voting member of  
20 the Governing Board of West Virginia University; and

21 (3) For Pierpont Community and Technical College. The  
22 chairperson of the board of advisors of Pierpont Commu-  
23 nity and Technical College serves as an ex officio, voting  
24 member of the Fairmont State University Board of Gover-  
25 nors.

26 (b) The lay members of the institutional boards of  
27 advisors for the regional campuses are appointed by the  
28 board of governors.

29 (c) The lay members of the institutional boards of  
30 advisors established for the administratively linked  
31 community and technical colleges and Pierpont Commu-  
32 nity and Technical College are appointed by the West  
33 Virginia Council for Community and Technical College  
34 Education.

35 (d) The board of advisors consists of fifteen members,  
36 including a full-time member of the faculty with the rank  
37 of instructor or above duly elected by the faculty of the  
38 respective institution; a member of the student body in  
39 good academic standing, enrolled for college credit work  
40 and duly elected by the student body of the respective  
41 institution; a member from the institutional classified  
42 employees duly elected by the classified employees of the  
43 respective institution; and twelve lay persons appointed  
44 pursuant to this section who have demonstrated a sincere  
45 interest in and concern for the welfare of that institution  
46 and who are representative of the population of its respon-  
47 sibility district and fields of study. At least eight of the  
48 twelve lay persons appointed shall be residents of the  
49 state. Of the lay members who are residents of the state,  
50 at least two shall be alumni of the respective institution  
51 and no more than a simple majority may be of the same  
52 political party.



53 (e) The student member serves for a term of one year  
54 beginning on the first day of May. The member from the  
55 faculty and the classified employees, respectively, serves  
56 for a term of two years beginning on the first day of May.  
57 The twelve lay members serve terms of four years each  
58 beginning on the first day of May. All members are  
59 eligible to succeed themselves for no more than one  
60 additional term. A vacancy in an unexpired term of a  
61 member shall be filled for the remainder of the unexpired  
62 term within thirty days of the occurrence thereof in the  
63 same manner as the original appointment or election.  
64 Except in the case of a vacancy:

65 (1) All elections shall be held and all appointments shall  
66 be made no later than the thirtieth day of April preceding  
67 the commencement of the term; and

68 (2) Terms of members begin on the first day of May  
69 following election.

70 (f) Each board of advisors shall hold a regular meeting at  
71 least quarterly, commencing in May of each year. Addi-  
72 tional meetings may be held upon the call of the chairper-  
73 son, president of the institution or upon the written  
74 request of at least five members. A majority of the mem-  
75 bers constitutes a quorum for conducting the business of  
76 the board of advisors.

77 (g) One of the twelve lay members shall be elected as  
78 chairperson by the board of advisors in May of each year.  
79 A member may not serve as chairperson for more than two  
80 consecutive years.

81 (h) The president of the institution shall make available  
82 resources of the institution for conducting the business of  
83 the board of advisors. The members of the board of  
84 advisors shall be reimbursed for all reasonable and  
85 necessary expenses actually incurred in the performance  
86 of their official duties under this section upon presentation  
87 of an itemized sworn statement thereof. All expenses

88 incurred by the boards of advisors and the institutions  
89 under this section shall be paid from funds allocated to the  
90 institutions for that purpose.

91 (i) Prior to the submission by the president to its govern-  
92 ing board, the board of advisors shall review all proposals  
93 of the institution in the areas of mission, academic pro-  
94 grams, budget, capital facilities and such other matters as  
95 requested by the president of the institution or its govern-  
96 ing board or otherwise assigned to it by law. The board of  
97 advisors shall comment on each such proposal in writing,  
98 with such recommendations for concurrence therein or  
99 revision or rejection thereof as it considers proper. The  
100 written comments and recommendations shall accompany  
101 the proposal to the governing board and the governing  
102 board shall include the comments and recommendations in  
103 its consideration of and action on the proposal. The  
104 governing board shall promptly acknowledge receipt of the  
105 comments and recommendations and shall notify the  
106 board of advisors in writing of any action taken thereon.

107 (j) Prior to their implementation by the president, the  
108 board of advisors shall review all proposals regarding  
109 institution-wide personnel policies. The board of advisors  
110 may comment on the proposals in writing.

111 (k) The board of advisors shall provide advice and  
112 assistance to the president and the governing board in  
113 areas including, but not limited to, the following:

114 (1) Establishing closer connections between higher  
115 education and business, labor, government and community  
116 and economic development organizations to give students  
117 greater opportunities to experience the world of work.  
118 Examples of such experiences include business and  
119 community service internships, apprenticeships and  
120 cooperative programs;

121 (2) Communicating better and serving the current  
122 workforce and workforce development needs of their

123 service area, including the needs of nontraditional stu-  
124 dents for college-level skills upgrading and retraining and  
125 the needs of employers for specific programs of limited  
126 duration; and

127 (3) Assessing the performance of the institution's gradu-  
128 ates and assisting in job placement.

129 (1) When a vacancy occurs in the office of president of  
130 the institution, the board of advisors shall serve as a  
131 search and screening committee for candidates to fill the  
132 vacancy under guidelines established by the council.  
133 When serving as a search and screening committee, the  
134 board of advisors and its governing board are each autho-  
135 rized to appoint up to three additional persons to serve on  
136 the committee as long as the search and screening process  
137 is in effect. The three additional appointees of the board  
138 of advisors shall be faculty members of the institution.  
139 For the purposes of the search and screening process only,  
140 the additional members shall possess the same powers and  
141 rights as the regular members of the board of advisors,  
142 including reimbursement for all reasonable and necessary  
143 expenses actually incurred. Following the search and  
144 screening process, the committee shall submit the names  
145 of at least three candidates to the appropriate governing  
146 board. If the governing board rejects all candidates  
147 submitted, the committee shall submit the names of at  
148 least three additional candidates and this process shall be  
149 repeated until the governing board approves one of the  
150 candidates submitted. In all cases, the governing board  
151 shall make the appointment with the approval of the  
152 council or the commission in the case of West Virginia  
153 University Institute of Technology. The governing board  
154 or the council shall provide all necessary staff assistance  
155 to the board of advisors in its role as a search and screen-  
156 ing committee. This subsection does not apply to Fairmont  
157 State University. The president of Fairmont State Univer-  
158 sity continues to be appointed pursuant to the provisions  
159 of section six, article one-b of this chapter.

160 (m) The boards of advisors shall develop a master plan  
161 for those administratively linked community and technical  
162 colleges which retain boards of advisors. The ultimate  
163 responsibility for developing and updating the master  
164 plans at the institutional level resides with the institu-  
165 tional board of advisors, but the ultimate responsibility for  
166 approving the final version of these institutional master  
167 plans, including periodic updates, resides with the council.  
168 The plan shall include, but not be limited to, the following:

169 (1) A detailed demonstration of how the master plan will  
170 be used to meet the goals and objectives of the institu-  
171 tional compact;

172 (2) A well-developed set of goals outlining missions,  
173 degree offerings, resource requirements, physical plant  
174 needs, personnel needs, enrollment levels and other  
175 planning determinates and projections necessary in such  
176 a plan to assure that the needs of the institution's area of  
177 responsibility for a quality system of higher education are  
178 addressed;

179 (3) Documentation of the involvement of the commission,  
180 institutional constituency groups, clientele of the institu-  
181 tion and the general public in the development of all  
182 segments of the institutional master plan.

183 The plan shall be established for periods of not less than  
184 three nor more than six years and shall be revised periodi-  
185 cally as necessary, including recommendations on the  
186 addition or deletion of degree programs as, in the discre-  
187 tion of the board of advisors, may be necessary.

**§18B-6-1a. Definitions.**

1 For the purposes of this article, the following words have  
2 the meanings specified unless the context clearly indicates  
3 a different meaning:

4 (a) "Advisory Council of Classified Employees" or  
5 "classified council" means the state advisory organization

6 of classified employees created pursuant to section five of  
7 this article.

8 (b) "Advisory Council of Faculty" or "faculty council"  
9 means the state advisory organization of faculty created  
10 pursuant to section two of this article.

11 (c) "Advisory Council of Students" or "student advisory  
12 council" means the state advisory organization of students  
13 created pursuant to section four of this article.

14 (d) "Classified employee", in the singular or plural,  
15 means any regular full-time or regular part-time employee  
16 of a governing board, the commission, the council or the  
17 West Virginia Network for Educational Telecomputing  
18 who holds a position that is assigned a particular job title  
19 and pay grade in accordance with the personnel classifica-  
20 tion system established by law.

21 (e) "Community and technical college" means Eastern  
22 West Virginia Community and Technical College, Marshall  
23 Community and Technical College, New River Community  
24 and Technical College, West Virginia Northern Commu-  
25 nity and Technical College, Blue Ridge Community and  
26 Technical College, Southern West Virginia Community  
27 and Technical College, West Virginia State Community  
28 and Technical College, the Community and Technical  
29 College at West Virginia University Institute of Technol-  
30 ogy, West Virginia University at Parkersburg and any  
31 other community and technical college so designated by  
32 the Legislature.

33 (f) "Council" means the West Virginia Council for  
34 Community and Technical College Education created  
35 pursuant to section three, article two-b of this chapter.

36 (g) "Institutional Classified Employee Council" or "staff  
37 council" means the advisory group of classified employees  
38 formed at a state institution of higher education pursuant  
39 to section six of this article.

40 (h) "Institutional faculty senate", "faculty senate" or  
41 "faculty assembly" means the advisory group of faculty  
42 formed at a state institution of higher education pursuant  
43 to section three of this article.

44 (i) "State institution of higher education", in the singu-  
45 lar or plural, means the institutions as defined in section  
46 two, article one of this chapter and, additionally, Pierpont  
47 Community and Technical College, a division of Fairmont  
48 State University, Marshall Community and Technical  
49 College, New River Community and Technical College,  
50 Potomac State College of West Virginia University, Robert  
51 C. Byrd Health Sciences Charleston Division of West  
52 Virginia University, Blue Ridge Community and Technical  
53 College, West Virginia State Community and Technical  
54 College, West Virginia University at Parkersburg, West  
55 Virginia University Institute of Technology, the Commu-  
56 nity and Technical College at West Virginia University  
57 Institute of Technology, the Higher Education Policy  
58 Commission, the West Virginia Council for Community  
59 and Technical College Education, the West Virginia  
60 Network for Educational Telecomputing and any other  
61 institution so designated by the Legislature.

**ARTICLE 10. FEES AND OTHER MONEY COLLECTED AT STATE INSTITU-  
TIONS OF HIGHER EDUCATION.**

**§18B-10-1. Enrollment, tuition and other fees at education  
institutions; refund of fees.**

1 (a) Each governing board shall fix tuition and other  
2 fees for each school term for the different classes  
3 or categories of students enrolling at each state institu-  
4 tion of higher education under its jurisdiction and  
5 may include among the tuition and fees any one or  
6 more of the following as defined in section one-b of this  
7 article:

8 (1) Tuition and required educational and general fees;

9       (2) Auxiliary and auxiliary capital fees; and

10       (3) Required educational and general capital fees.

11       (b) An institution may establish a single special revenue  
12 account for each of the following classifications of fees:

13       (1) All tuition and required educational and general fees  
14 collected;

15       (2) All auxiliary and auxiliary capital fees collected; and

16       (3) All required educational and general capital fees  
17 collected to support existing systemwide and institutional  
18 debt service and future systemwide and institutional debt  
19 service, capital projects and campus renewal for educa-  
20 tional and general facilities.

21       (4) Subject to any covenants or restrictions imposed with  
22 respect to revenue bonds payable from such accounts, an  
23 institution may expend funds from each such special  
24 revenue account for any purpose for which funds were  
25 collected within that account regardless of the original  
26 purpose for which the funds were collected.

27       (c) The purposes for which tuition and fees may be  
28 expended include, but are not limited to, health services,  
29 student activities, recreational, athletic and extracurricu-  
30 lar activities. Additionally, tuition and fees may be used  
31 to finance a student's attorney to perform legal services for  
32 students in civil matters at the institutions: *Provided*, That  
33 the legal services are limited only to those types of cases,  
34 programs or services approved by the administrative head  
35 of the institution where the legal services are to be per-  
36 formed.

37       (d) The commission and council jointly shall propose a  
38 rule for legislative approval in accordance with the  
39 provisions of article three-a, chapter twenty-nine-a of this  
40 code to govern the fixing, collection and expenditure of  
41 tuition and other fees.

42 (e) The Legislature finds that an emergency exists and,  
43 therefore, the commission and council jointly shall file the  
44 rule required by subsection (d) of this section as an  
45 emergency rule pursuant to the provisions of article  
46 three-a, chapter twenty-nine-a of this code, subject to the  
47 prior approval of the Legislative Oversight Commission on  
48 Education Accountability.

49 (f) The schedule of all tuition and fees, and any changes  
50 therein, shall be entered in the minutes of the meeting of  
51 the appropriate governing board and the board shall file  
52 with the commission or council, or both, as appropriate,  
53 and the Legislative Auditor a certified copy of such  
54 schedule and changes.

55 (g) The boards shall establish the rates to be charged  
56 full-time students, as defined in section one-b of this  
57 article, who are enrolled during a regular academic term.

58 (1) Undergraduate students taking fewer than twelve  
59 credit hours in a regular term shall have their fees reduced  
60 pro rata based upon one twelfth of the full-time rate per  
61 credit hour and graduate students taking fewer than nine  
62 credit hours in a regular term shall have their fees reduced  
63 pro rata based upon one ninth of the full-time rate per  
64 credit hour.

65 (2) Fees for students enrolled in summer terms or other  
66 nontraditional time periods shall be prorated based upon  
67 the number of credit hours for which the student enrolls in  
68 accordance with the above provisions.

69 (h) All fees are due and payable by the student upon  
70 enrollment and registration for classes except as provided  
71 in this subsection:

72 (1) The governing boards shall permit fee payments to be  
73 made in installments over the course of the academic term.  
74 All fees shall be paid prior to the awarding of course credit  
75 at the end of the academic term.



76 (2) The governing boards also shall authorize the accep-  
77 tance of credit cards or other payment methods which may  
78 be generally available to students for the payment of fees.  
79 The governing boards may charge the students for the  
80 reasonable and customary charges incurred in accepting  
81 credit cards and other methods of payment.

82 (3) If a governing board determines that a student's  
83 finances are affected adversely by a legal work stoppage,  
84 it may allow the student an additional six months to pay  
85 the fees for any academic term. The governing board shall  
86 determine on a case-by-case basis if the finances of a  
87 student are affected adversely.

88 (4) The commission and council jointly shall propose a  
89 rule in accordance with the provisions of article three-a,  
90 chapter twenty-nine-a of this code defining conditions  
91 under which an institution may offer tuition and fee  
92 deferred payment plans through the institution or through  
93 third parties.

94 (5) An institution may charge interest or fees for any  
95 deferred or installment payment plans.

96 (i) In addition to the other fees provided in this section,  
97 each governing board may impose, collect and distribute  
98 a fee to be used to finance a nonprofit, student-controlled  
99 public interest research group if the students at the  
100 institution demonstrate support for the increased fee in a  
101 manner and method established by that institution's  
102 elected student government. The fee may not be used to  
103 finance litigation against the institution.

104 (j) Institutions shall retain tuition and fee revenues not  
105 pledged for bonded indebtedness or other purposes in  
106 accordance with the tuition rule proposed by the commis-  
107 sion and council jointly pursuant to this section. The  
108 tuition rule shall:

109 (1) Provide a basis for establishing nonresident tuition  
110 and fees;

111 (2) Allow institutions to charge different tuition and fees  
112 for different programs;

113 (3) Provide that a board of governors may propose to the  
114 commission, council or both, as appropriate, a mandatory  
115 auxiliary fee under the following conditions:

116 (A) The fee shall be approved by the commission, council  
117 or both, as appropriate, and either the students below the  
118 senior level at the institution or the Legislature before  
119 becoming effective;

120 (B) Increases may not exceed previous state subsidies by  
121 more than ten percent;

122 (C) The fee may be used only to replace existing state  
123 funds subsidizing auxiliary services such as athletics or  
124 bookstores;

125 (D) If the fee is approved, the amount of the state  
126 subsidy shall be reduced annually by the amount of money  
127 generated for the institution by the fees. All state subsi-  
128 dies for the auxiliary services shall cease five years from  
129 the date the mandatory auxiliary fee is implemented;

130 (E) The commission, council or both, as appropriate,  
131 shall certify to the Legislature by the first day of October  
132 in the fiscal year following implementation of the fee, and  
133 annually thereafter, the amount of fees collected for each  
134 of the five years;

135 (4) Establish methodology, where applicable, to ensure  
136 that, within the appropriate time period under the com-  
137 pact, community and technical college tuition rates for  
138 community and technical college students in all independ-  
139 ently accredited community and technical colleges will be  
140 commensurate with the tuition and fees charged by their  
141 peer institutions.

142 (k) A penalty may not be imposed by the commission or  
143 council upon any institution based upon the number of  
144 nonresidents who attend the institution unless the com-

145 mission or council determines that admission of nonresi-  
146 dents to any institution or program of study within the  
147 institution is impeding unreasonably the ability of resident  
148 students to attend the institution or participate in the  
149 programs of the institution. The institutions shall report  
150 annually to the commission or council on the numbers of  
151 nonresidents and such other enrollment information as the  
152 commission or council may request.

153 (1) Tuition and fee increases of the governing boards,  
154 except for the governing boards of the state institutions of  
155 higher education known as Marshall University and West  
156 Virginia University, are subject to rules adopted by the  
157 commission and council jointly pursuant to this section  
158 and in accordance with the provisions of article three-a,  
159 chapter twenty-nine-a of this code.

160 (1) Subject to the provisions of subdivisions (4) and (8)  
161 of this subsection, a governing board of an institution  
162 under the jurisdiction of the commission may propose  
163 tuition and fee increases of up to nine and one-half percent  
164 for undergraduate resident students for any fiscal year.  
165 The nine and one-half percent total includes the amount of  
166 increase over existing tuition and fees, combined with the  
167 amount of any newly established specialized fee which  
168 may be proposed by a governing board.

169 (2) A governing board of an institution under the  
170 jurisdiction of the council may propose tuition and fee  
171 increases of up to four and three-quarters percent for  
172 undergraduate resident students for any fiscal year. The  
173 four and three-quarters percent total includes the amount  
174 of increase over existing tuition and fees, combined with  
175 the amount of any newly established specialized fee which  
176 may be proposed by a governing board.

177 (3) The commission or council, as appropriate, shall  
178 examine individually each request from a governing board  
179 for an increase.

180 (4) Subject to the provisions of subdivision (8) of this  
181 subsection the governing boards of Marshall University  
182 and West Virginia University, as these provisions relate to  
183 the state institutions of higher education known as Mar-  
184 shall University and West Virginia University, each may  
185 annually:

186 (A) Increase tuition and fees for undergraduate resident  
187 students to the maximum allowed by this section without  
188 seeking approval from the commission; and

189 (B) Set tuition and fee rates for post-baccalaureate  
190 resident students and for all nonresident students, includ-  
191 ing establishing regional tuition and fee rates, reciprocity  
192 agreements or both.

193 (C) The provisions of this subdivision do not apply to  
194 tuition and fee rates of the administratively linked institu-  
195 tion known as Marshall Community and Technical College,  
196 the administratively linked institution known as the  
197 Community and Technical College at West Virginia  
198 University Institute of Technology, the regional campus  
199 known as West Virginia University at Parkersburg and,  
200 until the first day of July, two thousand seven, the regional  
201 campus known as West Virginia University Institute of  
202 Technology.

203 (5) Any proposed tuition and fee increase for state  
204 institutions of higher education other than the state  
205 institutions of higher education known as Marshall  
206 University and West Virginia University requires the  
207 approval of the commission or council, as appropriate. In  
208 determining whether to approve or deny the governing  
209 board's request, the commission or council shall determine  
210 the progress the institution has made toward meeting the  
211 conditions outlined in this subdivision and shall make this  
212 determination the predominate factor in its decision. The  
213 commission or council shall consider the degree to which  
214 each institution has met the following conditions:

215 (A) Has maximized resources available through nonresi-  
216 dent tuition and fee charges to the satisfaction of the  
217 commission or council;

218 (B) Is consistently achieving the benchmarks established  
219 in the compact of the institution pursuant to the provisions  
220 of article one-a of this chapter;

221 (C) Is continuously pursuing the statewide goals for  
222 post-secondary education and the statewide compact  
223 established in articles one and one-a of this chapter;

224 (D) Has demonstrated to the satisfaction of the commis-  
225 sion or council that an increase will be used to maintain  
226 high-quality programs at the institution;

227 (E) Has demonstrated to the satisfaction of the commis-  
228 sion or council that the institution is making adequate  
229 progress toward achieving the goals for education estab-  
230 lished by the southern regional education board; and

231 (F) To the extent authorized, will increase by up to five  
232 percent the available tuition and fee waivers provided by  
233 the institution. The increased waivers may not be used for  
234 athletics.

235 (6) This section does not require equal increases among  
236 institutions or require any level of increase at an institu-  
237 tion.

238 (7) The commission and council shall report to the  
239 Legislative Oversight Commission on Education Account-  
240 ability regarding the basis for each approval or denial as  
241 determined using the criteria established in subdivision (5)  
242 of this subsection.

243 (8) Notwithstanding the provisions of subdivisions (1)  
244 and (4) of this subsection, tuition and fee increases at state  
245 institutions of higher education which are under the  
246 jurisdiction of the commission, including the state institu-  
247 tions of higher education known as Marshall University

248 and West Virginia University, are subject to the following  
249 conditions:

250 (A) Institutions may increase tuition and fees for resi-  
251 dent, undergraduate students by no more than an average  
252 of seven and one-half percent per year during any period  
253 covering four consecutive fiscal years, with the first fiscal  
254 year of the first four-fiscal year cycle beginning on the  
255 first day of July, two thousand seven;

256 (B) The seven and one-half percent average cap does not  
257 apply to an institution for any fiscal year in which the  
258 total state base operating budget appropriations to that  
259 institution are less than the total state base operating  
260 budget appropriations in the fiscal year immediately  
261 preceding;

262 (C) A new capital fee or an increase in an existing  
263 capital fee is excluded from the tuition and fee increase  
264 calculation in this subdivision:

265 (i) If the new fee or fee increase is approved by an  
266 institutional governing board or by a referendum of an  
267 institution's undergraduate students, or both, on or before  
268 the first day of February, two thousand six; or

269 (ii) If the following conditions are met:

270 (I) The new fee or fee increase was approved by an  
271 institutional governing board or by a referendum of an  
272 institution's undergraduate students, or both, on or before  
273 the first day of July, two thousand six;

274 (II) The institution for which the capital fee is approved  
275 has been designated a university pursuant to the provi-  
276 sions of section six, article two-a of this chapter by the  
277 effective date of this section; and

278 (III) The institutional board of governors previously  
279 oversaw a community and technical college that achieved  
280 independent accreditation and consequently acquired its  
281 own board of governors;

282 (D) Institutions shall provide, in a timely manner, any  
283 data on tuition and fee increases requested by the staff of  
284 the commission. The commission has the power and the  
285 duty to:

286 (i) Collect such data from any institution under its  
287 jurisdiction; and

288 (ii) Annually by the first day of July, provide a detailed  
289 analysis of the institutions' compliance with the provisions  
290 of this subdivision to the Legislative Oversight Commis-  
291 sion on Education Accountability.

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

*Candy White*  
.....  
Chairman Senate Committee

*Al Beem*  
.....  
Chairman House Committee

Originated in the Senate.

To take effect July 1, 2006.

*Darrell Johns*  
.....  
Clerk of the Senate

*Suzanne S. Smy*  
.....  
Clerk of the House of Delegates

*Earl Ray Tomblin*  
.....  
President of the Senate

*Robert S. Taylor*  
.....  
Speaker House of Delegates

The within *is approved* ..... this the *3rd* .....  
Day of *April* ....., 2006.

*Paul M. Hancock*  
.....  
Governor



PRESENTED TO THE  
GOVERNOR

APR 03 2006

Time 2:15 pm