



**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM**  
*Dr. R. Scott Ralls, President*

December 11, 2009

**MEMORANDUM**

TO: Presidents  
Chief Academic Officers

FROM: Delores A. Parker  
Senior Vice President  
Chief Academic Officer

SUBJECT: Requirements for Curriculum Contracts and Instructional Service Agreements

It has been brought to our attention that colleges may have questions about requirements for curriculum contracts and instructional service agreements. We would like to take this opportunity to highlight the provisions that govern these two types of documents.

**I. Curriculum Contracts**

Provisions for curriculum instructional contracts are outlined in rule 23 of the North Carolina Administrative Code. An explanatory excerpt follows:

Each college is to assess its own need to provide instructional services by contracting with other public or private organizations or institutions. Any curriculum instructional program or course intended to be offered by contract must be submitted to the System President for approval. This policy does not apply to contracts between a college and its individual instructors. 23 NCAC 02E .0602 (a)

Please note that the college should allow 60 days for the approval process, and the contract must be approved before implementation of the course or program.

**II. Instructional Service Agreements**

Provisions for Instructional Service Agreements (ISAs) are outlined in rule 23 of the North Carolina Administrative Code (23 NCAC 02E. 0604). There are three levels of Instructional Service Agreements:

**Level-One Instructional Service Agreement (Service Area Permission)**

Level-One agreements should be utilized when a college is **requesting permission to deliver a curriculum course, a curriculum program or a continuing education course into another college's service area.** These agreements do *not* involve the sharing of

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resources or FTE. This level of agreement does *not* have to be approved or kept on file by the System Office; however, it must be kept on file at participating colleges for audit purposes.

**Level-Two Instructional Service Agreement (Joint Offering of a Course)**

Level-Two agreements should be utilized when two or more colleges are jointly offering a curriculum or a continuing education course. **Level Two involves the sharing of resources in order to offer a course** and *may* include the sharing of FTE. Sharing of NC Information Highway courses should be included in this level of Instructional Service Agreement. These agreements must be filed with the System Office *prior to implementation* of the course(s). They do not require System Office approval.

**Level-Three Instructional Service Agreement (Joint Offering of a Program)**

Level-Three agreements should be utilized when two or more colleges are jointly offering a curriculum program. **Level Three involves the sharing of resources to offer a curriculum program** and *may* include the sharing of FTE. One or more of the colleges participating in the agreement must be approved by the State Board of Community Colleges to offer the curriculum program. This agreement must be approved by the System Office *prior to implementation* of the program.

A college may not delegate curriculum program approval to another college. Program approval is granted by the State Board of Community Colleges using criteria set forth in Rule 23 NCAC 02E. 0201.

Additional information is available in sections 6 and 17 of the *Curriculum Procedures Reference Manual*. Copies of the pertinent sections are attached for your convenience. The manual can also be found on the System Office web site at the following address:

[http://www.nccommunitycolleges.edu/Programs/reference\\_manual2.htm](http://www.nccommunitycolleges.edu/Programs/reference_manual2.htm).

If you have questions about the curriculum contract approval process, please contact Elizabeth Spragins, Program Coordinator, at [spraginse@nccommunitycolleges.edu](mailto:spraginse@nccommunitycolleges.edu) or (919) 807-7212. If you have questions about the instructional service agreement process, please contact Jennifer Frazelle, Director of Program Services, at [frazellej@nccommunitycolleges.edu](mailto:frazellej@nccommunitycolleges.edu) or (919) 807-7120.

DAP/bs

Attachments

c: John Pettitt  
Shante' Martin  
Judith C. Mann  
Elizabeth Spragins  
Jennifer Frazelle

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# **CURRICULUM PROCEDURES REFERENCE MANUAL**

## **SECTION 6**

### **Instructional Service Agreement (ISA) Procedures**

*NOTE: The North Carolina Administrative Code Section 23NCAC 2E.0604 was revised, replacing the former collaborative and service agreement process (effective August 1, 2004).*

## SECTION 6

### INSTRUCTIONAL SERVICE AGREEMENT (ISA) PROCEDURES

**Please note that 23NCAC 2E.0604 was revised, replacing the former collaborative and service area agreement process (effective August 1, 2004).**

The intent of the revisions to the administrative code was to simplify the collaborative and service area process by establishing three different levels of "Instructional Service Agreements" with clear definitions and requirements for each level.

The following is a summary of the three levels:

#### **Level-One Instructional Service Agreement (Permission Slip)**

Level-One agreements should be utilized when a college is requesting permission to deliver curriculum course(s), a curriculum program or continuing education courses into another college's service area. These agreements do not involve the sharing of resources or FTE. This level of agreement does not have to be approved or kept on file by the System Office, however, it must be kept on file at participating colleges for audit purposes.

We have created a suggested template for a Level-One ISA (Attachment 1). Colleges may add additional specifications to these templates to satisfy unique needs or clarify individual institution requirements, however, please note that a Level-One ISA must include the following:

- a. Be approved by each local board of trustees unless the board has delegated authority to the president to enter into Level-One Instructional Service Agreements;
- b. Be signed by the presidents of each participating college;
- c. Specify the course(s) or program(s) to be delivered into the other college's service area;
- d. Specify the plan for delivery of the instruction;
- e. Specify the conditions and time frame for termination of the agreement; and
- f. Be maintained on file at all colleges involved for audit purposes.

*If the Board of Trustees has not delegated authority to the president to enter into Level-One ISA's; an original signature should be included. A electronic or stamped signature may only be utilized for the Board of Trustees signature if the agreement is accompanied by approved Board Minutes.*

**Level-Two Instructional Service Agreement (Joint Offering of a Course)**

Level-Two agreements should be utilized when two or more colleges are jointly offering curriculum or continuing education courses. Level-Two involves the sharing of resources in order to offer a course and may include the sharing of FTE. Sharing of NC Information Highway courses should be included in this level of Instructional Service Agreement. These agreements must be filed with the System Office prior to implementation of the course(s). They do not require System Office approval.

We have created a suggested template for a Level-Two ISA (Attachment 2). Colleges may add additional specifications to these templates to satisfy unique needs or clarify individual institution requirements, however, please note that a Level-Two ISA must include the following:

- a. Be approved by each local board of trustees unless the board has delegated authority to the president to enter into Level-Two Instructional Service Agreements;
- b. Be signed by the president of each participating college;
- c. Specify the course(s) to be delivered to the other college's service area;
- d. Specify the plan for delivery of the instruction;
- e. Specify the proration of resources and FTE allocated for each college;
- f. Specify the conditions and time frame for termination of the agreement;
- g. Be filed with the System Office President prior to implementation of the course(s); and
- h. Be maintained on file at all colleges involved for audit purposes.

*If the Board of Trustees has not delegated authority to the president to enter into Level-Two ISA's; an original signature should be included. A electronic or stamped signature may only be utilized for the Board of Trustees signature if the agreement is accompanied by approved Board Minutes.*

*The delivery of curriculum courses or continuing education courses delivered into another college's service area via non-traditional delivery as defined in Rule 23 NCAC 02D .0323(e)(1) does not require an instructional service agreement.*

**Level-Three Instructional Service Agreement (Joint Offering of a Program)**

Level-Three agreements should be utilized when two or more colleges are jointly offering a curriculum program. Level-Three involves the sharing of resources and may include the sharing of FTE. This agreement must be approved by the System Office prior to implementation of the program.

We have created a suggested template for a Level-Three ISA (Attachment 3). Colleges may add additional specifications to these templates to satisfy unique needs or clarify individual institution requirements, however, please note that a Level-Three ISA must include the following:

- a. Be approved by each participating board of trustees;
- b. Be signed by the board of trustees chair of each participating college;
- c. Be signed by the president of each participating college;
- d. Specify the program to be shared;
- e. Specify the plan for delivery of the program;
- f. Specify the proration of resources and/or FTE allocated for each college;
- g. Specify the conditions and time frame for termination of the agreement;
- h. Certify that appropriate and adequate resources are available between participating colleges. Where feasible, joint utilization of physical facilities, equipment, materials, and instructional faculty shall be considered;

- i. Certify that the curriculum program meets the standards of the appropriate accrediting agency or licensing authority;
- j. Specify which college will grant the award;
- k. Specify that only the college providing the instruction will record the letter grade on the student transcript;
- l. Be approved by the System Office President prior to implementation of the program; and
- m. Be maintained on file at each participating college for audit purposes.

Notification of termination of a Level-Three Agreement shall be sent to the System Office President by the college which grants the award, prior to the effective termination date. Please use the form provided (Attachment 4).

*An electronic or stamped signature may only be utilized for the Board of Trustees signature if the agreement is accompanied by approved Board Minutes.*

*The delivery of curriculum programs delivered into another college's service area via non-traditional delivery as defined in Rule 23 NCAC 02D .0323(e)(1) does not require an instructional service agreement.*

*A college may not delegate curriculum program approval to another college. Program approval is granted by the State Board of Community Colleges using criteria set forth in Rule 23 NCAC 02E .0201.*

References: 23NCAC 02C.0107, 23NCAC 02D.0323(e), 23NCAC 02E.0604, and CC04-219

### **Level-Two and Level-Three ISA Process**

The applying college (approved by the State Board of Community Colleges to offer the course or curriculum program) should submit the Level-Two or Three Instructional Service Agreement to the Senior Vice President and Chief Academic Officer. **Three copies of Level-Three Agreements with original signatures on each copy or one copy of Level-Two Agreements with original signatures on each copy** should be submitted to:

Senior Vice President and Chief Academic Officer  
 North Carolina Community Colleges System Office  
 5016 Mail Service Center  
 Raleigh, North Carolina 27699-5016

The Agreement must be signed by the College President and the Board of Trustees Chairperson of each of the participating institutions. A stamped or electronic Board of Trustee signature may only be utilized if the agreement is accompanied by approved Board Minutes. A Level-Two ISA does not require Board of Trustee signature if the Board has delegated authority to the president to enter into a Level-Two ISA.

The Level-Two ISA must be submitted **prior** to implementation of the course.

The Level-Three ISA must be approved **prior** to implementation of the curriculum program. Please utilize the following submission deadlines when filing a Level-Three ISA (CC04-219):

<b>Intended Implementation</b>	<b>Filing Deadline</b>
Fall	June 15
Spring	November 15
Summer	March 20

Thank you for adhering to the filing deadlines. This time is needed for the thorough processing of agreements. Program Services and Legal Services will not be able to process a Level-Three ISA received after the implementation of the program.

**(Attachment 1)**  
**Level-One Instructional Service Agreement (ISA)**

*The Level-One ISA should be utilized by a college requesting permission to deliver continuing education courses or curriculum courses/programs in an area assigned to another college by providing a written, level-one instructional service agreement. Resources must be solely provided by the college requesting permission to enter into another college's service area. The requesting college will not divide FTE with participating college(s). (The following agreement format is suggested.)*

\_\_\_\_\_ would like to provide the following courses(s) and/or program(s)  
(Institution)

in the service area assigned to \_\_\_\_\_ :  
(Institution)

**Course(s)/Program(s):** \_\_\_\_\_  
\_\_\_\_\_

**Plan for Delivery of the Instruction:**

- NC Information Highway: \_\_\_\_\_
- Other \_\_\_\_\_

This Level-One ISA meets all requirements in 23 NCAC 2E.0604(a). This agreement shall

become effective on \_\_\_\_\_ and will terminate on \_\_\_\_\_ or  
(Date) (Date)

will terminate under the following conditions: \_\_\_\_\_  
\_\_\_\_\_

This Agreement has been mutually agreed upon by the president and board of trustees for each institution.

**Institution:** \_\_\_\_\_

**Institution:** \_\_\_\_\_

\_\_\_\_\_  
Signature, President Date

\_\_\_\_\_  
Signature, President Date

\_\_\_\_\_  
Signature, Board of Trustees Chair Date

\_\_\_\_\_  
Signature, Board of Trustees Chair Date

The Board of Trustees may delegate authority to the College President to enter into a Level-One ISA. If delegation has been authorized, please indicate by checking the following box:

The Board of Trustees may delegate authority to the College President to enter into a Level-One ISA. If delegation has been authorized, please indicate by checking the following box:

Electronic or stamped signatures should not be utilized. A stamped or electronic Board of Trustee signature may be utilized if the agreement is accompanied by approved Board Minutes.

Each college must maintain a signed copy of this agreement at the local institution. This agreement does not need to be submitted to the System Office.



**(Attachment 2)**  
**Level-Two Instructional Service Agreement (ISA)**

*The Level-Two ISA should be utilized when two or more colleges plan to jointly offer curriculum or continuing education courses by sharing resources. The Level-Two ISA should only be used when a certificate, diploma or degree is not awarded. One or more of the participating colleges must be approved to offer the curriculum courses in an approved program of study or offer the continuing education course that has been approved by the State Board. FTE may be shared between the participating colleges. (The following agreement format is suggested.)*

College Offering the Course(s): \_\_\_\_\_

Participating College: \_\_\_\_\_

Participating College: \_\_\_\_\_

Contact Person: \_\_\_\_\_

(Name)

(College)

(Phone Number)

**Curriculum Course Prefix/Code/Title(s):** \_\_\_\_\_  
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*or*

**Continuing Education Course Prefix/Code/Title(s):** \_\_\_\_\_  
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(Please select either curriculum courses or continuing education courses. Utilize a separate form for each area if colleges are jointly offering both type of courses.)

**Proposed Starting Semester:**    **Fall**    **Spring**    **Summer**   **Year** \_\_\_\_\_

**Plan for Delivery of the Course(s):**

NC Information Highway: \_\_\_\_\_

Other \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Proration of Resources:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**(Attachment 3)**  
**Level-Three Instructional Service Agreement (ISA)**

*The Level-Three ISA should be utilized when two or more colleges plan to jointly offer a curriculum program by sharing resources. Level-Three should only be used when a certificate, diploma or degree is awarded. One or more of the participating colleges must be approved to offer the curriculum program. FTE may be shared between the participating colleges. (The following agreement format is suggested.)*

College Approved to Offer the Curriculum: \_\_\_\_\_

Participating College: \_\_\_\_\_

Participating College: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(Name) (College) (Phone Number)

Curriculum Program Code and Title: \_\_\_\_\_

Proposed Starting Semester:  Fall  Spring  Summer Year \_\_\_\_\_

**Plan for Delivery of the Course(s):**

NC Information Highway: \_\_\_\_\_

Other \_\_\_\_\_

**Proration of Resources:** \_\_\_\_\_

**Proration of FTE (if applicable):** \_\_\_\_\_

**Termination Time Frame and Conditions:** \_\_\_\_\_



## **PROGRAM OF STUDY DESIGN AND APPROVAL PROCEDURES FOR LEVEL-THREE INSTRUCTIONAL SERVICE AGREEMENT (ISA) PROGRAMS OF STUDY**

This process is to be used for filing an electronic program of study that is offered under an approved Level-Three ISA.

1. Once a Level-Three ISA is approved by the System President, the college(s) will be notified and instructed to enter electronic programs of study.
2. The college with State Board approval for the program is the designated host. When more than one college is State Board- approved for the program, the colleges must identify a host college.
3. The host college must enter a *complete* program of study for the curriculum involved the same way that a regular program of study is entered under menu item #4 *Program of Study Maintenance*.
4. The participating college(s) should **only** enter the courses offered locally in a Level-Three ISA program of study under menu item # 5 *Collaborative Program of Study*. The electronic program of study will show an "**Incomplete**" status.
5. An e-mail message is generated and sent to the host college by entering the appropriate e-mail address into the e-mail address field in the POS Design and Acceptance System. This message notifies the host college that a participating college has entered a program of study (POS). The POS is ready for review by the host college.
6. The host college will then go into #6 *Host College Approval* and enter **HA** (host approval) if the program appropriately reflects the intentions of the Level-Three ISA. If the host college does not feel as though the intentions have been met, then the host should contact the participator and notify them of necessary changes.
7. Once the program of study receives host approval it will be automatically forwarded to the appropriate System Office staff member for review. The staff member will either **CA** (coordinator approve) the program of study or **CD** (coordinator disapprove) the program of study. If the program is disapproved the coordinator will provide the reasons for disapproval in the Coordinator Comment Box.
8. An approved electronic program of study is the college's official System Office approval. Colleges should check their electronic program status to assure that each program of study has received approval prior to program implementation.

**(Attachment 4)**  
**Termination Form**  
**Collaborative and/or Level III Instructional Service Agreements**

Program Title: \_\_\_\_\_

Program Code: \_\_\_\_\_ Requested Termination Date: \_\_\_\_\_

\_\_\_\_\_  
 Host College Signature, College President Date

\_\_\_\_\_  
 Participating College Signature, College President Date

\_\_\_\_\_  
 Participating College Signature, College President Date

\_\_\_\_\_  
 Participating College Signature, College President Date

\_\_\_\_\_  
 Participating College Signature, College President Date

The president of the host college and the president of each participating college should sign and date the termination form. Signing this document certifies concurrence in the decision to terminate the agreement and compliance of any termination terms specific to the agreement.

Once the termination form has been received and reviewed, System Office staff will update internal records and will send the host and participating college(s) a letter of acknowledgement.

Please send the original, completed form to: R. Scott Ralls, President  
 NC Community College System Office  
 5001 Mail Service Center  
 Raleigh, NC 27699-5001

# SECTION 17

## Curriculum Contracts

## Section 17

### CURRICULUM CONTRACTS

Each college is to assess its own need to provide instructional services by contracting with other public or private organizations. If the college plans to offer a curriculum program which is conducted on a contractual basis where State or Federal funds are disbursed to pay instructional costs, copies of the contract must be submitted to the North Carolina Community College System Office for review and approval by the System President. See the attached checklist.

Contractual agreements must be written on a fiscal year basis as stated in Rule 23 NCAC 2E.0602. ***New contracts and contract renewals should be submitted to the System Office by May 1*** of each year to allow time for the System Office to process the contracts and return them to the college by the beginning of the fiscal year. ***Contracts must be approved prior to implementation of the course or program.***

The applying college should submit the contract (see attached signature format) to the Senior Vice President and Chief Academic Officer. **Three (3) copies of the contract with original signatures on each copy** should be submitted to:

Senior Vice President and Chief Academic Officer  
North Carolina Community Colleges System Office  
5016 Mail Service Center  
Raleigh, North Carolina 27699-5016

Two (2) copies of the contract will be returned to the submitting college after being approved by the System President.

If the college plans to award a certificate, diploma, or degree for a contracted program, a copy of the approved program of study must be attached to the contract.



## **CURRICULUM CONTRACT PREPARATION CHECKLIST**

The following designated subparagraphs of 23 NCAC 2E.0602 must be included in the contract:

- \_\_\_\_\_ (b)(2) Statement that contract shall be limited to one fiscal year.
- \_\_\_\_\_ (b)(3) Statement that provision for payment under contract shall not exceed usual and customary cost.
- \_\_\_\_\_ (b)(4) Statement that institutional personnel shall have right to supervise the program.
- \_\_\_\_\_ (b)(5) Statement that access to records of contracting agencies by personnel of the college, Community College System Office, and State Auditor shall be allowed.
- \_\_\_\_\_ (b)(7) Statement that student fees to be same as for other students enrolled in the college.
- \_\_\_\_\_ (b)(7) Statement that no tuition is to be charged to the student by contracting agency unless specified in the contract.
- \_\_\_\_\_ (b)(8) Contract must be signed by Chairman of Board of Trustees, President of the college and representative of contracting agency.

The following provisions apply specifically to curriculum contracts with a proprietary or private non-profit institution or public agency

- \_\_\_\_\_ (c)(1) Documentation of licensure (number) and certification that license has been maintained for a minimum of two years.
- \_\_\_\_\_ (c)(2) Statement indicating the institution meets the requirements of the private vocational training institution, if federal funds are used to support the contract.
- \_\_\_\_\_ (c)(3) Certification that the program will be open without regard to race, age, color, creed, sex, political affiliation, or disability.
- \_\_\_\_\_ (c)(4) Contracts with public or private colleges or universities must include a certification statement that the public/private college or university is licensed to offer the instruction.

In addition, the contract shall include the following:

- \_\_\_\_\_ Statement that the State Auditor and authorized employees or agents of the State Auditor's office are authorized to examine all books, records, and accounts of the Contractor insofar as they relate to transactions with the NC Community College System pursuant to the performance of this contract or to costs charged to this Contract.
- \_\_\_\_\_ Statement that the Contractor agrees to maintain all pertinent documents and records relating to the contract for five (5) years following completion of the contract period.
- \_\_\_\_\_ A copy of the program of study that is in compliance with the curriculum standard and/or rules if your college awards a degree or a diploma.
- \_\_\_\_\_ Address of the contracting agency.

\_\_\_\_\_ A copy of Rule 23 NCAC 2E.0602 attached to the original contract and *each* copy of the contract submitted.

\_\_\_\_\_ All references to the State Board should be written: State Board of Community Colleges