

SECTION 17

Curriculum Contracts

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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 shall be the 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.

Instructional curriculum contracts with local school administrative units must include the following:

- _____ (d)(1) Statement that existing funding for public school positions shall not be supplanted.
- _____ (d)(2) Statement that the contract provides through the Cooperative Agreement Program (Huskins Bill) college-level classes which could not be otherwise provided.
- _____ (d)(3) Statement that the college shall recoup the direct instructional cost contained in the contract and 15 percent for administrative cost incurred, if a college contracts with a local school unit under the Cooperative Agreement Program (Huskins Bill).

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