



**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM**

*R. Scott Ralls, Ph.D.*

*President*

19 August 2014

**IMPORTANT INFORMATION**

**MEMORANDUM**

**TO:** Members of the State Board of Community Colleges  
Community College Presidents  
Boards of Trustees Chairs  
Community College Chief Academic Officers, Chief Admissions Officers,  
Business Officers, Chief Financial Officers, Continuing Education Officers,  
Financial Aid Officers, Student Development Administrators, Public  
Information Officers, Registrars & Other Interested Parties

**FROM:** Q. Shanté Martin, *NCCCS General Counsel*

**RE:** **Proposed Repeal of 1A SBCCC 300.99 – “Instructional Service Agreements”;  
and Proposed Amendments of 1D SBCCC 300.97 – “Instructional Service  
Agreements” and 1D SBCCC 400.96 – “Instructional Service Agreements”**

The State Board of Community Colleges has initiated the rulemaking process to do the following:

**Repeal 1A SBCCC 300.99 – “Instructional Service Agreements”  
Amend 1D SBCCC 300.97 – “Instructional Service Agreements”  
Amend 1D SBCCC 400.96 – “Instructional Service Agreements”**

The State Board of Community Colleges seeks to promote the ease of use for our community college stakeholders and to avoid duplication of rules. **The proposed repeal and amendments are published on the NC Community College System's website, [www.nccommunitycolleges.edu](http://www.nccommunitycolleges.edu), under "State Board Code."** For your convenience, a copy of the proposed rules, with the changes indicated, is attached to this memorandum. Please post a copy of the proposed rules in prominent places so that all individuals affected by the proposed changes will be informed.

Any member of the public has the right to submit written comments on the proposed rules. **Written comments on the rules must be received by no later than 5:00 p.m. on September 18, 2014.** Any member of the public has the right to request a hearing on the proposed rules. **Requests for a hearing must be received by no later than 5:00 p.m. on September 3, 2014.** Written comments and requests for hearing shall be directed to the

following address: Q. Shanté Martin, 200 W. Jones Street, 5001 Mail Service Center, Raleigh, NC 27699-5001 or by email to [publiccomments@nccommunitycolleges.edu](mailto:publiccomments@nccommunitycolleges.edu). Thank you for your attention to this matter.

**CC14-027**  
**E-mail Copy**

Attachments



## Notice of Proposed Rulemaking Form

Date: 19 August 14

<b>Title, Chapter, Subchapter, and Rule Number of Rule Proposed to be Adopted, Amended, or Repealed</b>	Repeal 1A SBCCC 300.99 – “Instructional Service Agreements” Amend 1D SBCCC 300.97 – “Instructional Service Agreements” Amend 1D SBCCC 400.96 – “Instructional Service Agreements”
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Specify whether the SBCC  
proposes to adopt amend, or  
repeal a rule:

<b>Adopt</b> <small>(new rule)</small>	<b>Amend</b> <small>(change existing rule)</small>	<b>Repeal</b> <small>(delete entire rule)</small>
	<b>X</b>	<b>X</b>

<b>Rationale for proposed adoption, amendment or repeal:</b>	<p>To promote ease of use for our community college stakeholders and to avoid duplication of rules, it is best to keep the Instructional Service Agreement (ISA) rule in both the curriculum and continuing education sections with language that is only applicable to curriculum and language that is only applicable to continuing education respectively. The processes for ISAs for curriculum and continuing education will remain the same.</p>
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<b>Proposed Effective Date of Rule</b>	December 1, 2014
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1A SBCCC 300.99 is proposed for repeal as follows:



**1A SBCCC 300.99 — INSTRUCTIONAL SERVICE AGREEMENTS**

**(a) Level One Instructional Service Agreement.**

- (1) ~~A college may offer curriculum or continuing education courses in an area assigned to another college by providing a written, level one instructional service agreement under the following conditions:~~
  - (A) ~~Resources are solely provided by the college requesting permission to enter into another college's service area; and~~
  - (B) ~~The requesting college does not share the FTE with the other college(s).~~
- (2) ~~The level one instructional service agreement shall:~~
  - (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.~~

**(b) Level Two Instructional Service Agreement.**

- (1) ~~Two or more colleges may jointly offer curriculum courses or continuing education courses by providing a written, level two instructional service agreement under the following conditions:~~
  - (A) ~~Resources are shared between the participating colleges;~~
  - (B) ~~FTE may be shared between the participating colleges;~~
  - (C) ~~One or more of the participating colleges is approved to offer the curriculum course(s) in an approved program of study or offer a continuing education course approved by the State Board of Community Colleges; and~~
  - (D) ~~A curriculum certificate, diploma or degree is not awarded.~~
- (2) ~~The level two instructional service agreement shall:~~
  - (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.~~

**(c) Level Three Instructional Service Agreement.**

- (1) ~~Two or more colleges may jointly offer a curriculum program by providing a written, level three instructional service agreement under the following conditions:~~
  - (A) ~~Resources are shared between the participating colleges;~~
  - (B) ~~FTE may be shared between the participating colleges;~~
  - (C) ~~One or more of the colleges participating is approved by the State Board of Community Colleges to offer the curriculum program; and~~
  - (D) ~~A curriculum certificate, diploma or associate degree is awarded.~~
- (2) ~~The level three instructional service agreement shall:~~
  - (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.~~
- ~~(3) 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.~~
- ~~(d) The delivery of curriculum courses, continuing education courses or programs delivered into another college's service area via non-traditional delivery as defined in Rule 1G SBCCC 200.93 does not require an instructional service agreement.~~
- ~~(e) 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 1D SBCCC 400.95.~~

~~History Note: Authority G.S. 115D-5; S.L. 1993, 2nd session, c. 769, p. 18, s. 18; S.L. 1995, c. 625;  
Temporary Adoption Eff. October 31, 1994, for a period of 180 days or until the permanent rule becomes effective, whichever is sooner;  
Eff. May 1, 1995;  
Temporary Amendment Eff. June 1, 1997;  
Amended Eff. August 1, 2004; July 1, 1998.~~

1D SBCCC 300.97 is proposed for amendment as follows:



1 **State Board of Community Colleges Code**

2  
3 **1D SBCCC 300.97 INSTRUCTIONAL SERVICE AGREEMENTS**

4 (a) Level One Instructional Service Agreement.

5 (1) A college may offer ~~curriculum~~ or continuing education courses in an area assigned to  
6 another college by providing a written, level one instructional service agreement under  
7 the following conditions:

8 (A) Resources are solely provided by the college requesting permission to enter into  
9 another college's service area; and

10 (B) The requesting college does not share the FTE with the other college(s).

11 For the purposes of this rule, "an area assigned to another college" shall include an online  
12 class that is set up to specifically target students in another college's service area.

13 (2) The level one instructional service agreement shall:

14 (A) Be approved by each local board of trustees unless the board has delegated authority  
15 to the president to enter into level one instructional service agreements:

16 (B) Be signed by the presidents of each participating college;

17 (C) Specify the course(s) or program(s) to be delivered into the other college's service  
18 area;

19 (D) Specify the plan for delivery of the instruction;

20 (E) Specify the conditions and time frame for termination of the agreement; and

21 (F) Be maintained on file at all colleges involved for audit purposes.

22 (b) Level Two Instructional Service Agreement.

23 (1) Two or more colleges may jointly offer ~~curriculum courses~~ or continuing education  
24 courses by providing a written, level two instructional service agreement under the  
25 following conditions:

26 (A) Resources are shared between the participating colleges;

27 (B) FTE may be shared between the participating colleges; and;

28 (C) One or more of the participating colleges is approved to ~~offer the curriculum~~  
29 ~~course(s) in an approved program of study~~ or offer a continuing education course  
30 approved by the State Board of Community Colleges; and

31 ~~(D) A curriculum certificate, diploma or degree is not awarded.~~

1 (2) The level two instructional service agreement shall:

2 (A) Be approved by each local board of trustees unless the board has delegated authority  
3 to the president to enter into level two instructional service agreements;

4 (B) Be signed by the president of each participating college;

5 (C) Specify the course(s) to be delivered to the other college's service area;

6 (D) Specify the plan for delivery of the instruction;

7 (E) Specify the proration of resources and FTE allocated for each college;

8 (F) Specify the conditions and time frame for termination of the agreement;

9 (G) Be filed with the System Office President prior to implementation of the course(s);  
10 and

11 (H) Be maintained on file at all colleges involved for audit purposes.

12 ~~(e) — Level Three Instructional Service Agreement.~~

13 ~~(1) Two or more colleges may jointly offer a curriculum program by providing a written,  
14 level three instructional service agreement under the following conditions:~~

15 ~~(A) Resources are shared between the participating colleges;~~

16 ~~(B) FTE may be shared between the participating colleges;~~

17 ~~(C) One or more of the colleges participating is approved by the State Board of  
18 Community Colleges to offer the curriculum program; and~~

19 ~~(D) A curriculum certificate, diploma or associate degree is awarded.~~

20 ~~(2) The level three instructional service agreement shall:~~

21 ~~(A) Be approved by each participating board of trustees;~~

22 ~~(B) Be signed by the board of trustees chair of each participating college;~~

23 ~~(C) Be signed by the president of each participating college;~~

24 ~~(D) Specify the program to be shared;~~

25 ~~(E) Specify the plan for delivery of the program;~~

26 ~~(F) Specify the proration of resources and/or FTE allocated for each college;~~

27 ~~(G) Specify the conditions and time frame for termination of the agreement;~~

28 ~~(H) Certify that appropriate and adequate resources are available between participating  
29 colleges. Where feasible, joint utilization of physical facilities, equipment, materials,  
30 and instructional faculty shall be considered;~~

1           ~~(I) Certify that the curriculum program meets the standards of the appropriate accrediting~~  
2           ~~agency or licensing authority;~~

3           ~~(J) Specify which college will grant the award;~~

4           ~~(K) Specify that only the college providing the instruction will record the letter grade on~~  
5           ~~the student transcript;~~

6           ~~(L) Be approved by the System Office President prior to implementation of the program;~~  
7           ~~and~~

8           ~~(M) Be maintained on file at each participating college for audit purposes.~~

9           ~~(3) Notification of termination of a level three agreement shall be sent to the System Office~~  
10           ~~President by the college which grants the award, prior to the effective termination date.~~

11           ~~(d) The delivery of curriculum courses, continuing education courses or programs delivered into~~  
12           ~~another college's service area via non-traditional delivery as defined in Rule 1G SBCCC~~  
13           ~~200.93(e)(1) does not require an instructional service agreement.~~

14           ~~(e) A college may not delegate curriculum program approval to another college. Program~~  
15           ~~approval is granted by the State Board of Community Colleges using criteria set forth in Rule~~  
16           ~~1D SBCCC 400.95.~~

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18           ~~History Note: Authority G.S. 115D-5; S.L. 1993, 2nd session, c. 769, p. 18, s. 18; S.L. 1995, c.~~  
19           ~~625;~~

20           ~~Temporary Adoption Eff. October 31, 1994, for a period of 180 days or until the~~  
21           ~~permanent rule becomes effective, whichever is sooner;~~

22           ~~Eff. May 1, 1995;~~

23           ~~Temporary Amendment Eff. June 1, 1997;~~

24           ~~Amended Eff. November 1, 2014; August 1, 2004; July 1, 1998.~~



1D SBCCC 400.96 is proposed for amendment as follows:



## State Board of Community Colleges Code

### 1D SBCCC 400.96 INSTRUCTIONAL SERVICE AGREEMENTS

#### (a) Level One Instructional Service Agreement.

(1) A college may offer curriculum ~~or continuing education~~ courses in an area assigned to another college by providing a written, level one instructional service agreement under the following conditions:

(A) Resources are solely provided by the college requesting permission to enter into another college's service area; and

(B) The requesting college does not share the FTE with the other college(s).

For the purposes of this rule, "an area assigned to another college" shall include an online class that is set up to specifically target students in another college's service area.

(2) The level one instructional service agreement shall:

(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.

#### (b) Level Two Instructional Service Agreement.

(1) Two or more colleges may jointly offer curriculum courses ~~or continuing education~~ ~~courses~~ by providing a written, level two instructional service agreement under the following conditions:

(A) Resources are shared between the participating colleges;

(B) FTE may be shared between the participating colleges;

(C) One or more of the participating colleges is approved to offer the curriculum course(s) in an approved program of study ~~or offer a continuing education course~~ ~~approved by the State Board of Community Colleges~~; and

(D) A curriculum certificate, diploma or degree is not awarded.

(2) The level two instructional service agreement shall:

- 1 (A) Be approved by each local board of trustees unless the board has delegated authority
- 2 to the president to enter into level two instructional service agreements;
- 3 (B) Be signed by the president of each participating college;
- 4 (C) Specify the course(s) to be delivered to the other college's service area;
- 5 (D) Specify the plan for delivery of the instruction;
- 6 (E) Specify the proration of resources and FTE allocated for each college;
- 7 (F) Specify the conditions and time frame for termination of the agreement;
- 8 (G) Be filed with the System Office President prior to implementation of the course(s);
- 9 and
- 10 (H) Be maintained on file at all colleges involved for audit purposes.

11 (c) Level Three Instructional Service Agreement.

- 12 (1) Two or more colleges may jointly offer a curriculum program by providing a written,
- 13 level three instructional service agreement under the following conditions:

- 14 (A) Resources are shared between the participating colleges;
- 15 (B) FTE may be shared between the participating colleges;
- 16 (C) One or more of the colleges participating is approved by the State Board of
- 17 Community Colleges to offer the curriculum program; and
- 18 (D) A curriculum certificate, diploma or associate degree is awarded.

- 19 (2) The level three instructional service agreement shall:

- 20 (A) Be approved by each participating board of trustees;
- 21 (B) Be signed by the board of trustees chair of each participating college;
- 22 (C) Be signed by the president of each participating college;
- 23 (D) Specify the program to be shared;
- 24 (E) Specify the plan for delivery of the program;
- 25 (F) Specify the proration of resources and/or FTE allocated for each college;
- 26 (G) Specify the conditions and time frame for termination of the agreement;
- 27 (H) Certify that appropriate and adequate resources are available between participating
- 28 colleges. Where feasible, joint utilization of physical facilities, equipment, materials,
- 29 and instructional faculty shall be considered;
- 30 (I) Certify that the curriculum program meets the standards of the appropriate accrediting
- 31 agency or licensing authority;

1 (J) Specify which college will grant the award;

2 (K) Specify that only the college providing the instruction will record the letter grade on  
3 the student transcript;

4 (L) Be approved by the System Office President prior to implementation of the program;  
5 and

6 (M) Be maintained on file at each participating college for audit purposes.

7 (3) Notification of termination of a level three agreement shall be sent to the System Office  
8 President by the college which grants the award, prior to the effective termination date.

9 (d) The delivery of curriculum courses, ~~continuing education courses~~ or programs delivered into  
10 another college's service area via non-traditional delivery as defined in Rule 1G SBCCC  
11 200.93(e)(1) does not require an instructional service agreement.

12 (e) A college may not delegate curriculum program approval to another college. Program  
13 approval is granted by the State Board of Community Colleges using criteria set forth in Rule  
14 1D SBCCC 400.95.

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16 *History Note: Authority G.S. 115D-5; S.L. 1993, 2nd session, c. 769, p. 18, s. 18; S.L. 1995, c.*  
17 *625;*  
18 *Temporary Adoption Eff. October 31, 1994, for a period of 180 days or until the*  
19 *permanent rule becomes effective, whichever is sooner;*  
20 *Eff. May 1, 1995;*  
21 *Temporary Amendment Eff. June 1, 1997;*  
22 *Amended Eff. November 1, 2014; August 1, 2004; July 1, 1998.*