



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.*~~