

## EAST CAROLINA UNIVERSITY BILATERAL AGREEMENT

*For students taking courses at another institution for transfer to East Carolina University*

**THIS BILATERAL AGREEMENT** (Agreement) is made as of the date of the last signature below (the Effective Date) by and between **EAST CAROLINA UNIVERSITY (ECU)**, a constituent institution of the University of North Carolina on behalf of the

(1) College of Education	and (2) Mathematics, Science, and Instructional Technology Education	and (3) UNC-Charlotte
Name of College	Department	and (3) Agency 1
UNC-Greensboro	UNC-Wilmington	
Agency 2	Agency 3	

**WHEREAS**, Students desire to take courses (the Courses) at the Agencies and have those courses transfer to ECU and,

**WHEREAS**, Each agency agrees to allow students to take courses as indicated on Exhibit B, which Exhibit B as defined in Section 3 below; and,

**WHEREAS**, ECU will allow students to transfer the Courses to ECU.

**NOW, THEREFORE**, in consideration of the promises and covenants made each to the other, the parties hereto agree as follows:

1. The term of this Agreement (Term) shall begin on the Effective Date and shall continue for a period of three (3) years. Any party may terminate this Agreement, with or without cause, by providing 30 days written notice to the other party. Additionally, this Agreement may be terminated as outlined herein or because of breach. However, any students who have matriculated at ECU pursuant to this Agreement shall be continued through completion of the Degree Program.
2. Attached hereto, and incorporated herein by reference as if fully set out, is “Exhibit A”, which outlines all academic requirements for admission into the University and specific requirements for admission into the program (reference current catalog).
3. Also attached hereto, and incorporated herein by reference as if fully set out, is “Exhibit B”, which contains the transfer course table.
4. ECU and each agency shall each appoint a designated representative to coordinate the requirements of this agreement.
5. Each agency shall verify that instructors teaching courses listed in Exhibit B transfer course table meet the minimum faculty credentialing requirements for ECU’s regional accrediting body the Southern Association of Schools Commission on Colleges.

6. Each party shall keep the other parties informed of changes in curriculum, program and staff that may affect the requirements of this agreement. If courses listed in "Exhibit B" change, the parties will review the changes and, if acceptable, a new "Exhibit B" reflecting those changes may be substituted. The parties shall indicate on the new "Exhibit B" the effective date of the changes. If the changes are not acceptable to either party, then this Agreement may be renegotiated or terminated.
7. Agencies shall not discriminate on the basis of race/ethnicity, color, gender identity, national origin, religion, sex, sexual orientation, age, veteran status, political affiliation, genetic information, or disability.
8. The ECU Bilateral Agreement Committee (Committee) shall review the Program biennially to determine its effectiveness. The Committee's review will be in accordance with the standards set out in Section 3 of ECU Regulation No. 02.07.04, Approval and Review of Bilateral Agreements.
9. Each agency shall be considered an independent contractor and as such shall be wholly responsible for its work in accordance with this Agreement. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between the agency and ECU.
10. Notwithstanding any other provision of this Agreement, the liability of ECU, as an agency of the State of North Carolina, for any injury or damage arising out of ECU's, its employees' or agents' performance under this Agreement is subject to the limitations of the North Carolina Tort Claims Act, N.C.G.S. §143-291, *et. seq.* (the "Act"). ECU does not waive any rights or defenses under the Act or the rights and authority of the Attorney General of the State of North Carolina to represent ECU.
11. All Agencies shall indemnify and hold ECU, its trustees, officers, employees and agents harmless for any and all claims, loss, liability, demands, or damages, including attorney's fees and court costs, due to the negligent acts of any Agency's employees or agents in any Agency's performance of this Agreement. This Section 11 shall not apply if the Agency is an agency of the State of North Carolina covered under the Act.
12. ECU has determined that each agency is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (FERPA). If ECU provides any Agency with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, each Agency hereby certifies that collection of this information from ECU is necessary for Agency's duties and responsibilities under this Agreement. Each Agency further certifies that it shall maintain the confidential status of the education records in their custody, and that it shall maintain the personally identifiable information as directed by FERPA. Failure to abide by FERPA may result in the interruption, suspension and/or termination of the relationship with Agency for a period of at least five (5) years from the date of the violation. If any Agency experiences a breach relating to this information or if the Agency re-discloses this information, the Agency shall immediately notify ECU. To the extent allowed by law, the Agency shall indemnify ECU for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of ECU data provided to Agency pursuant to this Agreement.
13. Notices: Any notices or other communications between the parties shall be in writing and shall be given effectively if: posted by certified United States Mail, postage prepaid, return receipt requested or

delivered by an overnight delivery service that keeps proof of delivery. Any notice or communications shall be addressed as follows or at such other address as may be from time to time designated in writing in accordance with this Section 13:

If to ECU: (4) Catherine Schwartz  
Flanagan 335, Mail Stop 566  
East Carolina University  
Greenville, NC 27858-4353

With a copy to: University Attorney  
215 Spilman Building  
East Carolina University  
Greenville, NC 27858-4353

If to UNCC: (5) Drew Polly  
COED 370  
University of NC Charlotte  
9201 University City Blvd  
Charlotte, NC 28223

If to UNCG: Kerri Richardson  
UNCG - SOEB 488  
P.O. Box 26170  
Greensboro, NC 27402

If to UNCW: Shelby Morge  
Watson College of Education, Room 265  
University of NC Wilmington  
601 S. College Rd.  
Wilmington, NC 28403

14. The place of this Agreement, its sites and forum, shall be Pitt County, North Carolina, and in said County and of said State such matters whether sounding in contract or tort relating to the validity, construction, interpretation, or enforcement shall be determined.

15. This Agreement contains the entire agreement of the parties and there are no representations, inducement, or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by authorized representative(s) of each party.

16. The Auditor of the State of North Carolina and/or ECU's internal auditor shall have access to persons and records as a result of all agreements entered into by ECU in accordance with N.C.G.S. §147-64.7. **IN WITNESS THEREOF**, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective as of the date of the last signature below.

**East Carolina University**

DocuSigned by:

*Abbie Brown*

(6)

8754A7C65A6742B...

Signature of Department Chair

(7) Print Name: Abbie Brown

(8) Date: 5/10/2021 | 8:50 AM EDT

DocuSigned by:

*Art Rouse*

(9)

5AD74144584C478...

Signature of Dean of College

(10) Print Name: Art Rouse

(11) Date: 5/10/2021 | 6:09 AM PDT

DocuSigned by:

*Cynthia Bellacero*

(12)

0478FG5B862D489...

Signature of Chair, University Bilateral  
Agreements Committee

(13) Print Name: Cyndi Bellacero

(14) Date: 5/10/2021 | 9:19 AM EDT

DocuSigned by:

*Grant Hayes*

(15)

1048E-A55632440E...

Signature of Provost & Senior Vice  
Chancellor for Academic Affairs

(16) Print Name: Grant Hayes

(17) Date: 5/10/2021 | 9:18 AM EDT

**(18) University of North Carolina Charlotte**

Agency 1

DocuSigned by:

*Teresa M. Petty*

(19)

DD8BE959993B443...

Signature of authorized Agent of Agency\*

(20) Title: Dean, College of Education

(21) Print Name: Teresa M. Petty

(22) Date: 5/7/2021 | 11:25 AM EDT

Signature of additional authorized Agent of  
Agency

(if desired or required by agency)

Title:

Print Name:

Date:

Signature of additional authorized Agent of  
Agency

(if desired or required by agency)

Title:

Print Name:

Date:

**(18) University of North Carolina Greensboro**

Agency 2

DocuSigned by:

(19) *Randall Penfield*

01598C5391124A2

Signature of authorized Agent of Agency\*

(20) Title: Dean, School of Education

(21) Print Name: Randall Penfield

(22) Date: 5/9/2021 | 4:08 PM EDT

Signature of additional authorized Agent of Agency  
(if desired or required by agency)

Title:

Print Name:

Date:

Signature of additional authorized Agent of Agency  
(if desired or required by agency)

Title:

Print Name:

Date:

**(18) University of North Carolina Wilmington**

Agency 3

DocuSigned by:

(19) *Van Dempsey*

FC950F32330D408

Signature of authorized Agent of Agency\*

(20) Title: Dean, College of Education

(21) Print Name: Van Dempsey

(22) Date: 4/15/2021 | 11:24 AM EDT

DocuSigned by:

*James Winebrake*

E87868131E2740A

Signature of additional authorized Agent of Agency  
(if desired or required by agency)

Title: Provost and Vice Chancellor for Academic Affairs

Print Name: James J. Winebrake

Date: 5/2/2021 | 11:39 AM EDT

Signature of additional authorized Agent of Agency  
(if desired or required by agency)

Title:

Print Name:

Date:

**(23) EXHIBIT A**

Academic requirements for admission into ECU and specific requirements for admission into the program.

At ECU, admission to the Graduate School includes an application, official transcripts, a copy of your teaching license, and two letters of recommendation from someone aware of your potential as a graduate student. Applicants must have an overall undergraduate GPA of 2.7 on a 4.0 scale. There is no testing requirement unless you are simultaneously seeking a master's degree. Other MOU partners will adhere to their specific institutional admissions requirements.

**(24) EXHIBIT B**

Transfer Course Table

<b>ECU Courses (Titles same across universities)</b>	<b>UNCW</b>	<b>UNCC</b>	<b>UNCG</b>
MATE 6058 Number Systems and Operations: Selecting, Designing, and Using Mathematical Tasks in the K-5 Classroom	EDN 580	ELED 6311	TED 658
MATE 6059 Rational Numbers and Operations: K-5 Learning Trajectories	EDN 582	ELED 6314	TED 659
MATE 6060 Data Analysis and Measurement: K-5 Classroom Interactions	EDN 585	ELED 6315	TED 660
MATE 6061 Algebraic Reasoning: K-5 Discourse and Questioning	EDN 587	ELED 6313	TED 661
MATE 6062 Geometry and Spatial Visualization: K-5 Assessment	EDN 578	ELED 6312	TED 662
MATE 6063 Mathematical Modeling: K-5 Leadership	EDN 571	ELED 6316	TED 663



## Memorandum of Agreement

For the Elementary Mathematics Education cohort beginning Fall 2020— ECU, UNCC, UNCG, and UNCW agree to the following collaborative offering of the six courses in the EMAoL Program-of-Study.

1. Each participating university agrees to offer up to three of the six courses in an online format blending synchronous and asynchronous instruction.
2. Enrollment will be done in UNC Online through the student's home institution for all courses. Notwithstanding the enrollment method, when a student completes the course, the credit from the host institution conducting the course will be counted as transfer credit and not as credit from the home institution. The student will be billed for the courses by his/her home institution for all courses, who will retain the funds.
3. The parties will create an attribute that will allow non-degree seeking students from the MOU schools to enroll in the courses without having to fill out application paperwork for each school. Each institution will rely upon the student's home institution to have asked all required safety questions, performed any needed backgrounds checks, and cleared the students who enroll.
4. Courses will be offered with a minimum of eight students. Course enrollment will be capped at 21 students unless an instructor agrees to other arrangements. Enrollment will be balanced among the four institutions as needed.
5. If by the start of the first course in the program-of-study, one of the institutions has over fifteen students registered, depending on the size of enrollment at the other institutions, the first institution may choose to offer the cohort separately from the other sites. Such a change will be discussed with the other sites to ensure that the other sites can continue to provide all six of the courses in the program-of-study.
6. If by the start of the first course in the program-of-study, one of the institutions has less than a third of the required number of graduate students necessary to support the institutions offering of a graduate-level course, it is understood that the size of the cohort may make it impossible for that institution to honor this MOA.
7. Faculty will meet annually to discuss the curriculum and assessment of each course to ensure consistency. Discussions should include but are not limited to any suggested revisions to the courses, any needed amendments to this MOA, program assessment issues, and faculty changes.
8. For ease of scheduling, it is agreed that all synchronous online classes will be offered bi-weekly from 5:00-7:50pm. The following schedule will apply:



**Fall Year 1 (Number and Operations)** - ECU will provide instruction for MATE 6058 (ELED 6311 at UNCC; TED 658 at UNCG; EDN 580 at UNCW)

**Spring Year 1 (Rational Numbers and Operations)** – UNCW will provide instruction for EDN 582 (MATE 6059 at ECU; ELED 6314 at UNCC; TED 659 at UNCG)

**Summer Year 1 (Data Analysis and Measurement)** - UNCW will provide instruction for EDN 585 (MATE 6060 at ECU; ELED 6315 at UNCC; TED 660 at UNCG)

**Fall Year 2 (Algebraic Reasoning)** - ECU will provide instruction for MATE 6061. (ELED 6313 at UNCC; TED 661 at UNCG; EDN 587 at UNCW)

**Spring Year 2 (Geometry)** – UNCG will provide instruction for TED 662 (MATE 6062 at ECU, ELED 6312 at UNCC; EDN 578 at UNCW)

**Summer Year 2 (Mathematical Modeling)** – UNCC will provide instruction for ELED 6316 (MATE 6063 at ECU; TED 663 at UNCG; EDN 571 at UNCW)

This agreement may be amended as necessary. For example, the order of offerings may be altered if all parties agree.

<p>DocuSigned by: <i>Catherine Schwartz</i> 2828B24A6098418... Katie Schwartz ECU EMAoL Coord.</p>	<p>DocuSigned by: <i>Drew Poff</i> B17DEB9E2F8B4EB... Drew Poff UNCC EMAoL Coordinator</p>	<p>DocuSigned by: <i>Kerri Richardson</i> 625804AD6DBE494... Kerri Richardson UNCG EMAoL Coordinator</p>	<p>DocuSigned by: <i>Shelby Morge</i> 716F7E08A44E402... Shelby Morge UNCW EMAoL Coordinator</p>
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<p>DocuSigned by: <i>Allie Brown</i> 87547C65A6742B... Abbie Brown Chair, ECU MSITE</p>	<p>DocuSigned by: <i>S. Michael Putman</i> 7551B908E3424EF... S. Michael Putman Chair, UNCC Read. and ELED</p>	<p>DocuSigned by: <i>Kerri Richardson</i> 625804AD6DBE494... Kerri Richardson Chair, UNCG TED</p>	<p>DocuSigned by: <i>Heidi Higgins</i> 3D50D09BF5474E6... Heidi Higgins Chair, UNCW EYC, Elem, MG, Sped &amp; Lit</p>
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<p>DocuSigned by: <i>Art Rouse</i> 5AD74144584C478... Art Rouse Dean, ECU COE</p>	<p>DocuSigned by: <i>Teresa M. Petty</i> DD8BF959998B443... Teresa M. Petty Dean, UNCC COE</p>	<p>DocuSigned by: <i>Randall Penfield</i> 015BD5391124A2... Randall Penfield Dean, UNCG SOE</p>	<p>DocuSigned by: <i>Van Dempsey</i> FC950E32336D408... Van Dempsey Dean, UNCW COE</p>
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DocuSigned by:  
*James Winebrake*  
E87869131E2740A...  
James J. Winebrake  
Provost and Vice Chancellor for Academic Affairs

For additional information about University Bilateral Agreements, please email the UBA at [ubac@ecu.edu](mailto:ubac@ecu.edu) or visit the [University Bilateral Agreements Committee Website](#).