

**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) East Carolina University and (2) College of Nursing and (3) College of the Albemarle
(ECU)

Name of College

Department

Agency

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

WHEREAS, 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. Either 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 Agency shall each appoint a designated representative to coordinate the requirements of this agreement.
5. Each party shall keep the other party 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.

6. Agency shall not discriminate on the basis of race/ethnicity, color, creed, national origin, religion, sex, sexual orientation, age, veteran status, political affiliation, genetic information, or disability.
7. 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.
8. 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 Agency and ECU.
9. 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.
10. Agency 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 Agency's employees or agents in Agency's performance of this Agreement. This Section 10 shall not apply if the Agency is an agency of the State of North Carolina covered under the Act.
11. ECU has determined that Agency is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (FERPA). If ECU provides Agency with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Agency hereby certifies that collection of this information from ECU is necessary for Agency's duties and responsibilities under this Agreement. 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 legally applicable ECU measures and disclosure restrictions 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 Agency experiences a breach relating to this information or if Agency re-discloses this information, Agency shall immediately notify ECU. To the extent allowed by law, 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.

12. During the Term of this Agreement, Agency shall, at its sole cost and expense, purchase and maintain general liability insurance with combined single limits coverage for bodily injury and property damage of not less than \$1,000,000.00 dollars per occurrence, \$2,000,000.00 dollars aggregate. Such insurance shall be issued in the name of the Agency with ECU and the State of North Carolina named as additional insureds or loss payees, using ISO Form 2026, or equivalent. Agency shall provide each policy or certificate of the policy issued on Accord Form 25 or equivalent, together with evidence of payment of premiums to ECU not less than 10 days after the Effective Date, and upon renewal of the policy, not less than 30 days prior to expiration of the term of the policy. Additionally, each policy shall have an endorsement that the policy shall not be cancelled or materially changed without at least 30 days prior written notice to ECU and an endorsement to the fact that no act or omission of Agency shall invalidate the interest of ECU. The policy shall be issued by an insurance company with an A. M. Best rating of "A" or better, and shall be issued by a company qualified to do business in the State of North Carolina. This Section 12 shall not apply if the Agency is an agency of the State of North Carolina or if Agency is self-insured, provided Agency shall provide proof of self-insurance in accordance with the notice requirements of this Section 12.

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) Dr. Sylvia T. Brown
Dean, College of Nursing
Health Sciences Building 4205L
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 Agency: (5) Kathryn S. Miller
Department Chair - Nursing
College of the Albemarle

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.

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

(18 College of the Albemarle

Agency

(6) Mark Hand
Signature of Department Chair

(7) Print Name: Dr. Mark Hand

(8) Date: 1/29/18

(19) Kathryn S. Miller
Signature of authorized Agent of Agency*

(20) Title: ADN Department Chair

(21) Print Kathryn S. Miller

(22) Date: 1/9/18

(9) Sylvia T. Brown
Signature of Dean of College

(10) Print Name: Dr. Sylvia T. Brown

(11) Date: 1/29/18

Robin D. Harris
Signature of additional authorized Agent of Agency
(if desired or required by agency)

Title: Dean, Health Sciences and Wellness Programs

Print Name: Robin D Harris

Date: Dec 21st, 2017

(12) Rita Reaves
Signature of Chair, University Bilateral
Agreements Committee

(13) Print Name: Dr. ~~Lori Flint~~ Rita Reaves

(14) Date: 2-13-18

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

Title: Vice President of Learning

Print Name: Evonne Carter

Date: 12-22-17

(15) Phyllis O. Horns
Signature of Vice Chancellor for Health Sciences

(16) Print Name: Dr. Phyllis Horns

(17) Date: 2-2-18

Robert Wynegar
Signature of additional authorized Agent of Agency

Title: President

Print Name: Dr. Robert Wynegar

Date: 12-22-17

*Person signing warrants that he/she is authorized to bind Agency to this Agreement.

(23) **EXHIBIT A**

This Agreement establishes a plan whereby a student at Agency will complete an Associate Degree in Nursing and be admitted to the College of Nursing at ECU for the continuation and completion of a Baccalaureate Degree in Nursing. Upon successful completion of the ECU academic requirements the student shall be awarded a Bachelor of Science Degree in Nursing from ECU

Program Requirements:

1. Complete an Associate Degree in Nursing.
2. Maintain at least a 3.0 GPA
3. Only classes with a “C” or better shall transfer

Students failing to obtain an Associate in Science Degree may transfer courses as shown on Exhibit B provided the students earn a grade of “C” or better in the classes.

Admission Requirements:

- Students admitted to ENC Accelerated Regionally Increasing Baccalaureate Nurses (aRIBN)program of study must meet admission requirements of Community College and ECU.
- Community College aRIBN admission standards will meet the standard admission requirements for degree seeking transfer students at ECU.
- The ECU Admission Office and Registrar’s Office will accept community college official application/admission documents as official copies of ECU application/admission documents for the purpose of entering applicant data into the community college student data system as a concurrent admitted aRIBN student at both community college and ECU. This condition applies only to accepted aRIBN applicants from Office of Admission and aRIBN coordinator. These documents include but are not limited to: student application, intent to enroll forms, signature pages, the “conviction” question page and other applicant supporting documents.
- ECU Admissions will only process the applications of the selected applicants into the aRIBN course of study into the ECU student data system. aRIBN students will be classified as “distance education” students at ECU.
- ECU will process the admission applications of the aRIBN selected applicants each year, after the April 15th deadline, when aRIBN applicants are chosen by community college and ECU College of Nursing.
- An ECU application fee will be paid online directly by the student.

- All documents will be processed through Community College Office of Admission and aRIBN coordinator and official copies provided to the ECU undergraduate admissions office.

Academic Procedures:

- Community College will serve as “home school” for the first two years of students’ enrollment in the aRIBN program of study, and ECU will serve as “home school” for students’ third year.
- Concurrent admission and continued enrollment for each school (Community College and ECU) will be ensured for aRIBN student each year by maintaining enrollment status at “home school” following the aRIBN program of study including one course per semester at ECU.
- If a student is accepted into the aRIBN program of study, he or she must maintain a minimum grade of C in all courses. A withdrawal or grade below a C from any course will prohibit progression in the aRIBN program of study.
- Upon successful completion of the first two years as a concurrent enrolled student and passing the NCLEX-RN exam, students will matriculate to ECU for the completion of the aRIBN program of study.

(24) EXHIBIT B

*aRIBN Curriculum**College of The Albemarle –East Carolina University – College of Nursing
2018-2021*

Prerequisites: ACA 111 or 122, ENG 111, ENG 112, BIO 168, BIO 169, CHM 131 & CHM 131A,
BIO 111 or CHM 132,
BIO 175 or 275 , PSY 150, MAT 143 or 171, 1 H/UFA (3) , PHI 240 or HUM 115

	<i>Fall Year 1</i>	<i>Spring Year 1</i>	<i>Summer Year 1</i>	<i>Fall Year 2</i>	<i>Spring Year 2</i>	<i>Summer Year 2</i>	<i>Fall Year 3</i>	<i>Spring Year 3</i>
<i>College of The Albemarle</i>	NUR 111 (8) PSY 241 (3)	NUR 112 (5) NUR 113 (5) NUR 212AB (2)	MAT 152 (4)	NUR 114 (5) NUR 211 (5) NUR 212BB (3)	NUR 213 (10)	<i>NCLEX Examination</i>		
	11	12	4	13	10	0	0	0
<i>ECU</i>	SOC 210 (3)	ART 1910 or HU/FA (3)		NURS 4901 (5)	NURS 4902 (3) NURS 4903 (3) Both blocked	NURS 4904 (4) NURS 4905 (4) Both Blocked	NURS 4906 (5) NURS 4907 (3) (blocked)	NURS 4908 (6) (whole semester)
	3	3	0	5	6	8	8	6
<i>Total Hours</i>	14	15	4	18	16	8	8	6

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