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 its College of Nursing (College) and Pitt Community College (Agency).

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

WHEREAS, Agency through its educational programs, provides classes indicated on Exhibit B, which Exhibit B as defined in Section 3 below; and,

WHEREAS, ECU will allow students to transfer Courses to ECU (the Program).

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 the academic requirements for acceptance into the Department.

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 Transfer Program.

5. Each party shall keep the other party informed of changes in curriculum, program and staff that may affect the Transfer Program. 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, religion, age, color, creed, sex, national origin or physical 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:       Dean, College of Nursing
                 Health Sciences Building 4205L
                 East Carolina University
                 Greenville, NC 27858-4353

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

If to Agency:    Director of Nursing
                 Pitt Community College
                 Greenville, NC

14. The place of this Agreement, its situs 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

By: 
Department Chair

Printed Name: Annette Peery
Date: 7-8-16

By: 
Associate Dean

Printed Name: Annette Peery
Date: 7-8-16

By: 
Dean

Printed Name: Sylvia T. Brown
Date: 7-14-2016

By: 
Chair, University Bilateral Agreements Committee

Printed Name: Rita Reaves
Date: 4-05-16

AGENCY: Pitt Community College

By: 
Director of Nursing

Printed Name: Elizabeth Bejar Toderick
Date: 09/12/2016

By: 
Dean, Health Sciences

Printed Name: Donna V. Neal
Date: 9-6-2016

Page 4 of 7
By: Alta Andrews
Vice Chancellor, Health Sciences

Printed Name: Phyllis N. Horns, PhD, RN, FAAN

Date: 8-10-16

By: Cecil P. Staton
Chancellor

Printed Name: Cecil P. Staton

Date: 6/17/16

By: G. Dennis Messey
President

Printed Name: G. Dennis Messey

Date: 9/5/16
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 RIBN program of study must meet admission requirements of Pitt Community College and ECU.

• PCC RIBN admission standards will meet the standard admission requirements for degree seeking freshman at ECU.
EXHIBIT B

(See attached curriculum plan)
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**, 13.4, 16**