

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) Nash Community College (NCC)

 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. Agency certifies that instructors teaching courses listed in the Exhibit B transfer course table meet the minimum faculty credentialing requirements for ECU's regional accrediting body, the Southern Association of Colleges and Schools Commission on Colleges.
5. ECU and Agency shall each appoint a designated representative to coordinate the requirements of this agreement.

6. 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.
7. Agency 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. 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.
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. 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.
12. 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 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 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.

13. 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.

14. 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)

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) Nursing Department Chair
Nash Community College
522 N. Old Carriage Road
Rocky Mount, NC 27804

15. 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.

16. 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.
17. 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

(18) Nash Community College

Agency

(6) DocuSigned by:
Susan Kidd
654E1711A4A1491...
Signature of Department Chair
(7) Print Name: Dr. Susan Kidd (kidds@ecu.edu)
(8) Date: 4/20/2022 | 12:03 PM EDT

(19) DocuSigned by:
Tywana Lawson
7960D7382EEC460
Signature of authorized Agent of Agency*
(20) Title: Nursing Department Chair
(21) Print Name: Tywana Lawson
tmlawson492@nashcc.edu
(22) Date: 4/20/2022 | 8:38 AM EDT

(9) DocuSigned by:
Sylvia Brown
5DDA8B310772425
Signature of Dean of College
(10) Print Name: Dr. Sylvia T. Brown
(brownsy@eculedu)
(11) Date: 4/20/2022 | 12:07 PM EDT

DocuSigned by:
Jay Sullivan
2BDF00139492441
Signature of additional authorized Agent of Agency
(if desired or required by agency)
Title: Vice President of Instruction/CAO
Print Name: Jay Sullivan (jmsullivan907@nashcc.edu)
Date: 4/20/2022 | 8:44 AM EDT

(12) DocuSigned by:
Cynthia Bellacero
0178FC5B862D489
Signature of Chair, University Bilateral
Agreements Committee
(13) Print Name: Dr. Cynthia Bellacero
(bellaceroc18@ecu.edu)
(14) Date: 4/20/2022 | 12:19 PM EDT

DocuSigned by:
Lew Hunnicutt
42EAA04E3300471
Signature of additional authorized Agent of Agency
(if desired or required by agency)
Title: President
Print Name: Lew Hunnicutt
(lkhunnicutt002@nashcc.edu)
Date: 4/20/2022 | 9:57 AM EDT

(15) DocuSigned by:
Ron Mitchelson
650E6A73572442D
Signature of Interim Vice Chancellor for Health
Sciences
(16) Print Name: Dr. Ron Mitchelson
(mitchelsonr@ecu.edu)
(17) Date: 4/21/2022 | 5:05 PM EDT

Signature of additional authorized Agent of Agency
(if desired or required by agency)
Title:
Print Name:
Date:

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

(23) EXHIBIT A

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

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 aRIBN program of study must meet admission requirements of Nash Community College (NCC) and ECU.
- Nash 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 NCC and ECU College of Nursing.
- An ECU application fee will be paid online directly by the student.
- All documents will be processed through NCC Office of Admission and aRIBN coordinator and official copies provided to the ECU undergraduate admissions office.

Academic Procedures:

- NCC 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 (NCC 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

Nash Community College
aRIBN Course Transfer Table

Courses transferred in from community college as prerequisites:

ENC Regionally Increasing Baccalaureate Nurses Program Completion of an Associate Degree of Nursing from Nash Community College and a Bachelor of Science Degree of Nursing from ECU	
Community College Course	East Carolina University Course Equivalent
ENG 111 (3)	ENGL 1100 (3) Foundations of College Writing
CHM 130/130A (4)	CHEM 1130 (4) Orgnc-Biochem for AH Sci
BIO 168 (4)	BIOL 2XXX (4) Anat & Physiology I wlab
ACA 122 (1)	COAD 1XXX (1) College Transfer Success
Humanities/Fine Arts Course (3)	
CHM 131/131A (4)	CHEM 1120 (4) Intro Chemistry/Lab
BIO 169 (4)	BIOL 2XXX (4) Hum Anat & Physiology II wlab
ENG 112 (3)	ENGL 2201 (3) Writing About the Disciplines
HUM 115 (3)	PHIL 1180 (3)
MAT 171 (4)	MATH 1065 College Algebra (3)
BIO 175 (3) OR BIO110 (4)	BIOL 20/3221 (3) Gen Microbiology/Lab or BIOL 1050/51 (4) Gen Biology w/lab
PSY 150 (3)	PSYC 1000 (3) Introduction to Psychology
<i>Year 1 Fall</i>	
NUR 111 (8)	NURS 1XXX (8) Intro Health Concepts
PSYC 241(3)	PSYC 3206 (3) Developmental Psychology
	SOCI 2110 (3)
<i>Year 1 Spring</i>	
NUR 112 (5)	NURS 1XXX (5) Health Illness Concepts
NUR 114 (5)	NURS 1XXX (5) Holistic Health Concepts
	ART 1910 (3) or HU/FA
<i>Year 1 Summer</i>	
NUR 113 (5)	NURS 1XXX (5) Family Health Care Concepts
MAT 152 (3)	MATH2283 (3) Business Statistics
<i>Year 2 Fall</i>	
NUR 211 (5)	NURS 1XXX (5) Healthcare Concepts
NUR 212 (5)	NURS 1XXX (5) Health Systems Concepts
	NURS 4901 (5)
<i>Year 2 Spring</i>	
NUR 213 (10)	NURS 1XXX (10) Complex Health Concepts
	NURS 4902 (3)
	NURS 4903 (3)
<i>Year 2 Summer</i>	
	NURS 4904 (4)
	NURS 4905 (4)
<i>Year 3 Fall</i>	
	NURS 4906 (5)
	NURS 4907 (3)
<i>Year 3 Spring</i>	
	NURS 4908 (6)

* Courses listed in bold are the actual courses taken by aRIBN students for the aRIBN curriculum.

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