

## 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

College of Allied Health Sciences      and      Communication Sciences and Disorders      and      University of Alaska Anchorage

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. Subject to an appropriation by the Alaska legislature for this purpose, 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. The parties acknowledge and agree that the Agency has no appropriation currently available to fund an indemnity obligation under this provision, and that a future appropriation remains in the sole discretion of the legislature. 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: Director of Master's Education  
Communication Sciences and Disorders  
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: Associate Vice Provost for Health Programs  
3211 Providence Dr  
Anchorage, AK 99508

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**

**University of Alaska Anchorage**

Agency

DocuSigned by:

(6) *Jamie Perry*  
92C604D61FD045E...

Signature of Department Chair

(7) Print Name: Dr. Jamie Perry

(8) Date: 11/8/2022 | 2:25 PM EST

DocuSigned by:

(19) *Denise Runge*  
AE7EE55F015543D...

Signature of authorized Agent of Agency\*

(20) Title: Provost and Vice Chancellor for Academic Affairs

(21) Print Name: Denise Runge

(22) Date: November 28, 2022

DocuSigned by:

(9) *Bob Orlikoff*  
721E8099EB2B4E1...

Signature of Dean of College

(10) Print Name: Dr. Bob Orlikoff

(11) Date: 11/8/2022 | 3:24 PM EST

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

Title:

Print Name:

Date:

DocuSigned by:

(12) *Cynthia Bellacero*  
0170FC5B062D400...

Signature of Chair, University Bilateral Agreements Committee

(13) Print Name: Cyndi Bellacero

(14) Date: 11/9/2022 | 8:34 AM EST

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

Title:

Print Name:

Date:

DocuSigned by:

(15) *Robin N. Cogger*  
CCA9187DE20C4A3...

Signature of Provost & Senior Vice Chancellor for Academic Affairs

(16) Print Name: Robin Cogger

(17) Date: 11/28/2022 | 2:13 PM EST

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.

### Academic Requirements for Admissions:

Students may gain admission to the MS degree in Communication Sciences & Disorders by:

1. Completing the online application through the Graduate School
2. Submitting all required documents by the deadline published on the Graduate School website

Additional information is available at [www.ecu.edu/csd](http://www.ecu.edu/csd) year-round.

### Key Elements:

1. UAA will assist in recruiting and managing all aspects of the clinical practicum/internships. ECU recruits, selects the students for enrollment, and offers didactic distance education courses.
2. Neither UAA nor ECU retains any responsibility for the post-graduation requirements and experiences to achieve Certificate of Clinical Competence (CCC) status.
3. UAA recognizes that ECU has the responsibility to maintain its national accreditation through the Council of Academic Accreditation with the American Speech-Language- Hearing Association (ASHA) and UAA agrees to participate in the Program in a manner consistent with ECU's responsibility. UAA and ECU further agree to terminate the Program immediately upon notice that the Program prejudices ASHA accreditation.
4. UAA agrees to provide documentations and materials necessary to support the accreditation processes including data for annual reports and Reaccreditation reports. ECU will ensure that the UAA program coordinator has access to current curricula and clinical forms including any necessary graduation forms for Alaskan students.
5. UAA will provide a program coordinator who will work with the Director of Master's Education in CSDI at ECU to facilitate recruiting, enrolling, and graduating the Alaskan cohorts. The UAA program coordinator and the ECU Director of Master's Education will notify the other party should any changes to the program occur (i.e., course changes, substitutions, ASHA requirement changes, personnel changes, etc.)
6. ECU will provide online mechanisms for maintaining records for student progression through the program including documentation of competencies and clinical clock hours. The UAA program coordinator will have full access to any clock hour online or electronic mechanism to approve or amend clock: hour accruals by Alaska students.
7. Subject to available financial resources, UAA will pay for a summer visit of one ECU/CSDI faculty member every other year to provide support related to the program for three (3) working days. Subject to available financial resources, ECU will pay for a visit of one UAA faculty member every other year to provide support related to the program for three (3) working days. These visits will be on alternate years.
8. Five student seats will be reserved each academic year for the Alaskan cohort. In the event that there are not 5 Alaskan candidates to fill the reserved seats, ECU/CSDI may choose to fill those slots with other non-Alaskan candidates. In the event that ECU has additional seats available, more Alaskan candidates may be selected.
9. Upon successful completion of ECU's academic requirements and transfer of clinical credits from UAA, the Alaskan students will be awarded the Program Degree from ECU

<http://www.uaa.alaska.edu/coe/degrees/master-degrees/speech-language-pathology.cfrn> is the website for the Agency portion of the program.

**EXHIBIT B**

## Transfer Course Table

<b>Clinical Courses Taken at UAA:</b>	<b>Transfers into ECU course:</b>
CSD A695A (formally EDSL A695A) Beginning Internship in SLP (variable credits)	CSDI 6229 DE Internship (variable credits 1-9)
CSD A695B (formally EDSL A695B) Advanced Internship in SLP (variable credits)	CSDI 6229 DE Internship (variable credits 1-9)
Minimum of <b>12 clinical credit hours</b> total	Minimum of <b>12 clinical credit hours</b> total
Graduate students take a minimum of 12 credits of clinical internships through courses at University of Alaska Anchorage. UAA handles all clinical internship details including affiliation agreements, placements, grading, and recording of clock hours for student progress. The courses that are transferred into ECU in the final semester of the Master's degree are CSD A695A Beginning Internship in SLP, CSD A695B Advanced Internship in SLP (formerly EDSL A695A and EDSL A695B). Each of these courses transfer to ECU as CSDI 6229 DE Internship which has variable credits 1-9.	

Students take 42 required credits in the ECU MS degree including:

CSDI 6100, 6101, 6103, 6104, 6106, 6108, 6109, 6110, 6112, 6113, 6114, 6200, 6320, 6321, 6901 plus one elective course-- current elective offerings are 6111 and 6117 but course number is subject to change dependent upon elective course offerings

Total degree is minimum of 54 credits

*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](#).*