

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) Thomas Harriot College of Arts and Sciences and (2) Department of Criminal Justice and (3) Roanoke-Chowan Community College (R-CCC)

Name of College	Department	Agency
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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 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 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 13 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 13.

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 14:

If to ECU: (4) Dr. Heidi S. Bonner
245 Rivers Building
Department of Criminal Justice
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 RCCC: (5) Mr. Dwayne L. Ponton
Roanoke-Chowan Community College
109 Community College Rd.
Ahoskie, NC 27910

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

DocuSigned by:
Heidi Bonner
9AAB6B05309E47D...

(6)

Signature of Department Chair

(7) Print Name: Dr. Heidi S. Bonner

(8) Date: 4/21/2023 | 4:27 PM EDT

DocuSigned by:
Allison S. Danell
6D79AE13CBE5489...

(9)

Signature of Dean of College

(10) Print Name: Dr. Allison Danell

(11) Date: 4/24/2023 | 9:06 AM EDT

DocuSigned by:
Cynthia Bellacero
0178FC5B862D489...

(12)

Signature of Chair, University Bilateral Agreements Committee

(13) Print Name: Cyndi Bellacero

(14) Date: 4/25/2023 | 9:45 AM EDT

DocuSigned by:
Robin N. Cogger
CCA9187DE20C4A3...

(15)

Signature of Provost & Senior Vice Chancellor for Academic Affairs

(16) Print Name: Dr. Robin Cogger

(17) Date: 5/9/2023 | 1:08 PM EDT

(18) Roanoke-Chowan Community College

Agency

DocuSigned by:
Dwayne Ponton
C31C81E5E82A4BC...

(19)

Signature of authorized Agent of Agency*

(20) Title: Program Coordinator, Criminal Justice

(21) Print Name: Mr. Dwayne Ponton

(22) Date: 4/21/2023 | 11:00 AM PDT

DocuSigned by:
Kimberly Harrell
1715FABC96D84AD...

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

Title: Associate Dean of Instruction

Print Name: Ms. Kimberly Harrell

Date: 4/21/2023 | 12:09 PM PDT

DocuSigned by:
Dr. Jami Woods
437576A2015444E...

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

Title: VP, Instruction and Student Services

Print Name: Dr. Jami Woods

Date: 4/21/2023 | 12:33 PM PDT

DocuSigned by:
Dr. Murray Williams
5E14D5D77567455...

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

Title: President

Print Name: Dr. Murray J. Williams

Date: 4/21/2023 | 12:34 PM PDT

*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 governs Roanoke-Chowan Community College (R-CCC) students earning the degree of Associate in Applied Science (AAS) Criminal Justice Technology who pursue the Bachelor of Science (BS) in Criminal Justice.

Although AAS degree programs were not designed for transfer, R-CCC and ECU have worked together to establish an agreement that allows students to finish their AAS degree in Criminal Justice Technology and complete their BS in Criminal Justice at ECU. The purpose of the Agreement is to facilitate the professional development of AAS Criminal Justice Technology graduates who wish to continue their education by earning a baccalaureate degree. This Agreement applies to these two programs and no other programs at either institution.

Community College students will be advised that the AAS Criminal Justice Technology was not designed for transfer to a four-year institution. However, with careful planning students can fulfill AAS degree requirements and receive 60 transfer credits towards the baccalaureate degree for ECU.

Contents of this Agreement are based on the ECU Undergraduate Catalog and the R-CCC catalog.

1. To be eligible for participation in this articulation agreement, students must have successfully completed the AAS in Criminal Justice Technology program meeting the graduation requirements at R-CCC with a minimum 2.0 GPA.
2. A grade of C or better is needed for courses to transfer from R-CCC to ECU.
3. The following EXHIBIT B outlines transferable credit from R-CCC to ECU for general education and for requirements within the AAS Criminal Justice Technology program to the BS Criminal Justice major at ECU.

(24)

EXHIBIT B

Transfer Course Table

Criminal Justice Course Articulations
General Education (40 hours)

East Carolina University		Roanoke-Chowan Community College	
Course Title	Credit Hours	Course Title	Credit Hours
English (6 hours)			
ENGL 1100 English Composition (WI)	3	ENG 111 Writing and Inquiry	3
ENGL 2201 Writing Across the Disciplines	3	ENG 112 Writing/Research in the Discipline	3
Natural Sciences (7 hours w/ 1 lab hour) Choose 1 at R-CCC:			
BIOL 1050, 1051	4	BIO 110 Principles of Biology	4
		BIO 111 General Biology I	4
Math (3 hours) Choose 1 at R-CCC:			
MATH 1050	3	MAT 143 Quantitative Literacy	3
MATH 1065		MAT 171 Precalculus Algebra*	4
Social Sciences (9 hours) Take both at R-CCC:			
PSYC 1000 Introductory Psychology	3	PSY 150 General Psychology	3
SOCI 2110 Introduction to Sociology	3	SOC 210 Introduction to Sociology	3
Humanities & Fine Arts (9 hours) Choose 1 at R-CCC:			
ART 1910 Art Appreciation	3	ART 111 Art Appreciation	3
ARTH 1906 Art History Survey	3	ART 114 Art History I	3
ARTH 1907 Art History Survey	3	ART 115 Art History II	3
MUSC 2207 Enjoyment of Music	3	MUS 110 Music Appreciation	3
MUSC 2257 Jazz Appreciation	3	MUS 112 Introduction to Jazz	3
PHIL1175 Intro to Ethics	3	PHI 240 Introduction to Ethics	3
PHIL 1180 Intro to Critical Reasoning	3	HUM 115 Critical Thinking	3
			3
Any General Education class (3 hours)			
Health and Exercise Sport Science (3 hours)			
General Education Hours Required	40	Allowed Transfer Hours	22

*Take MAT 171 if interested in minoring in forensic science (will add more time to 4-year degree plan)

Criminal Justice Core- 51 Hours

East Carolina University		Roanoke-Chowan Community College	
Course Title	Credit Hours	Course Title	Credit Hours
JUST 1000 Introduction to Criminal Justice	3	CJC 111 Introduction to Criminal Justice	3
JUST 2004 Crime and Criminality	3		
JUST 2009 Correctional Systems	3	CJC 141 Corrections	3
JUST 2012 Police and Society	3	CJC 121 Law Enforcement Operations	3
JUST WI	3		
JUST 3200 The Juvenile Justice System	3		
JUST 3500 Principles of Criminal Law	3		

JUST 3700 Race, Gender, and Special Populations in the Criminal Justice System	3		
JUST 3800 Research Methods in Criminal Justice	3		
JUST 3900 Introductory Statistics for Criminal Justice	3		
JUST 4500 Issues and Problems in Criminal Justice	3		
JUST 4990 Field Education and Seminar	9		
JUST Electives (3000 or higher)	9		
Major Hours Required	51	Allowable Transfer Hours	9

General Elective Courses-29 hours

East Carolina University		Roanoke-Chowan Community College	
Course Title	Credit Hours	Course Title	Credit Hours
General Elective	1	ACA 122 College Transfer Success	1
General Elective	3	CJC 112 Criminology	3
General Elective	3	CJC 113 Juvenile Justice	3
General Elective	3	CJC 122 Community Policing	3
General Elective	3	CJC 132 Court Procedure & Evidence	3
General Elective	3	CJC 212 Ethics & Community Relations	3
General Elective	4	CJC 221 Investigative Principles	4
General Elective	3	CJC 231 Constitutional Law	3
General Elective	3	CJC 241 Community-Based Corrections	3
General Elective	3	CJC elective or CIS 110 Intro to Computers	3
General Elective Hours Required	29	Allowable Transfer Hours	29
Degree Completion Requirements	120	Total Allowable Transfer Hours	60

A degree from East Carolina University requires a minimum of 120 semester hours. A minimum of 25 percent of the credit hours required for the degree and at least 50 percent of the total hours required in the major must be completed through enrollment in East Carolina University. ([East Carolina University 2022-2023 Undergraduate Catalog](#))

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

Certificate Of Completion

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	MS# 229
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	peadenje@ecu.edu
	IP Address: 47.212.116.166

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Signer Events

Dwayne Ponton
 dponton3339@roanokechowan.edu
 Security Level: Email, Account Authentication (None)

Signature

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Kimberly Harrell
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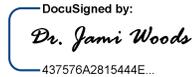
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Dr. Jami Woods
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Signer Events

Heidi Bonner
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 Associate Professor & Chair
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Signature

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Allison S. Danell
 danella@ecu.edu
 Dean
 AAH College of Arts and Sciences
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Cynthia Bellacero
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 Dir Acad Planning Accreditation
 AAH Inst Planning Assessment Research
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Robin N. Cogger
 rncogger@ecu.edu
 Provost and Senior Vice Chancellor
 AAH Academic Affairs Admin
 Security Level: Email, Account Authentication (None)

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<p>Heidi Bonner bonnerhe@ecu.edu Associate Professor & Chair Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 5/9/2023 1:08:40 PM
<p>Dwayne Ponton dponton3339@roanokechowan.edu Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 4/21/2023 2:00:06 PM ID: 6e44d388-42f4-43d7-b2a7-97bd6d5c91b6</p>	<div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div>	Sent: 5/9/2023 1:08:41 PM
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Notary Events	Signature	Timestamp
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Completed	Security Checked	5/9/2023 1:08:41 PM
Payment Events	Status	Timestamps
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, East Carolina University* (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact East Carolina University*:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@ecu.edu

To advise East Carolina University* of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@ecu.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from East Carolina University*

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to docusign@ecu.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with East Carolina University*

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to docusign@ecu.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify East Carolina University* as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by East Carolina University* during the course of my relationship with you.