

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) Johnston Community College (JCC)

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 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 JCC: (5) Mark Sullivan
Johnston Community College
245 College Rd.
Smithfield, NC 27577

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) Johnston Community College

Agency

DocuSigned by:
Heidi Bonner
9AAB6B05309E47D

DocuSigned by:
Mark Sullivan
01CEFFCEAAE746A...

(6) _____
Signature of Department Chair

(19) _____
Signature of authorized Agent of Agency*

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

(20) Title: Chair, Criminal Justice Programs

(8) Date: 6/14/2023 | 3:13 PM EDT

(21) Print Name: Mark Sullivan

(22) Date: 6/5/2023 | 1:40 PM EDT

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

DocuSigned by:
Dee Dee Daughtry
C7F49A31131E401...

(9) _____
Signature of Dean of College

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

(10) Print Name: Dr. Allison Danell

Title: Executive Vice President

(11) Date: 6/19/2023 | 2:46 PM EDT

Print Name: Dee Dee Daughtry

Date: 6/14/2023 | 10:36 AM PDT

DocuSigned by:
Cynthia Bellacero
0178EC5B862D489

DocuSigned by:
Vern Lindquist
ABC43035D03E480...

(12) _____
Signature of Chair, University Bilateral
Agreements Committee

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

(13) Print Name: Cyndi Bellacero

Title: President

(14) Date: 6/19/2023 | 2:47 PM EDT

Print Name: Dr. Vern Lindquist

Date: 6/14/2023 | 2:40 PM EDT

DocuSigned by:
Robin N. Cogger
CCA9187DE20C4A3...

(15) _____
Signature of Provost & Senior Vice Chancellor
for Academic Affairs

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

(16) Print Name: Dr. Robin Cogger

Title:

(17) Date: 6/26/2023 | 9:20 AM EDT

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 governs Johnston Community College (JCC) 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, JCC 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 JCC 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 JCC with a minimum 2.0 GPA.
2. A grade of C or better is needed for courses to transfer from JCC to ECU.
3. The following EXHIBIT B outlines transferable credit from JCC 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		Johnston Community College	
Course Title	Credit Hours	Course Title	Credit Hours
English (6 hours) Take both at JCC:			
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 JCC:			
BIOL 1050, 1051	4	BIO 110 Principles of Biology	4
		BIO 111 General Biology I	4
Math (3 hours) Choose 1 at JCC:			
MATH 1050	3	MAT 143 Quantitative Literacy	3
Social Sciences (9 hours) Choose 2 at JCC:			
PSYC 1000 Introductory Psychology	3	PSY 150 General Psychology	3
SOCI 2110 Introduction to Sociology	3	SOC 210 Introduction to Sociology	3
POLS 1010 National Government	3	POL 120 American Government	3
Humanities & Fine Arts (9 hours) Choose 1 at JCC:			
PHIL 1180 Intro to Critical Reasoning	3	HUM 115 Critical Thinking	3
Any General Education class (3 hours)			
Health and Exercise Sport Science (3 hours)			
General Education Hours Required	40	Allowed Transfer Hours	22

Criminal Justice Core- 51 Hours

East Carolina University		Johnston 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		Johnston 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 131 Criminal Law	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 elective or SPA 111, PSY 246, PSY 281, or SOC 213	3
General Elective	3	CJC elective or SPA 111, PSY 246, PSY 281, or SOC 213	3
General Elective	3	CJC elective or SPA 111, PSY 246, PSY 281, or SOC 213	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](#).