



**Bilateral Agreement between
Elizabeth City State University
and
Halifax Community College**



THIS BILATERAL AGREEMENT (hereinafter "Agreement") is entered into by and between ELIZABETH CITY STATE UNIVERSITY, a constituent institution of the University of North Carolina, (hereinafter "ECSU") and HALIFAX COMMUNITY COLLEGE, (hereinafter "HCC").

PURPOSE

Whereas UNC-GA defines a Bi-lateral Agreement as an agreement where one university and one community college join in collaborative efforts to facilitate the transfer of students from a specific AA/AS degree program to a specific baccalaureate degree program;

Whereas ECSU and HCC acknowledge a desire to establish certain co-operative programs beneficial to their respective educational institutions;

Whereas this Agreement is not to be considered as a contract creating legal and financial obligations between ECSU and HCC;

Whereas ECSU was approved by the Southern Association of colleges and schools (SACS) to offer 50% or more of a degree program in Summer 2004 and currently operates an off-site on the campus of Halifax Community College. ECSU, in compliance with the SACS policy on substantive change procedures for initiating a degree completion program at a new off-campus site (previously approved program) and for "expanding program offerings at previously approved off-campus sites that are not significantly different from current programs at the site," ECSU intends to notify the Commission, prior to implementation, in accord with current policies and guidelines approved by the Southern Association of Colleges and Schools.

Whereas this Agreement shall be designated to facilitate and develop genuine and mutually beneficial degree programs between ECSU and HCC;

Whereas HCC, established in 1967, is one of the oldest Community Colleges in North Carolina; Whereas HCC offers associate's degree and continuing education programs; Whereas currently HCC enrolls 1,293 students;

Whereas 53% of students are enrolled "solely" in traditional format courses; 40% are enrolled in some distance education courses; and, 7% are enrolled only in a distance education course;

Whereas Elizabeth City State University currently offers a 2+2 Teacher Preparation program on the HCC campus;

Whereas students in the 2+2 Teacher Preparation program earn an Associate of Arts Degree in pre-elementary education at HCC prior to students completing their junior and senior level courses through ECSU for their Bachelor of Science/Elementary Education Degree; and

Whereas in addition to the 2+2 Teacher Preparation program Elizabeth City State University offers a degree completion program on the campus of Halifax Community College;

Whereas Halifax Community College is located 94 miles from Elizabeth City State University making it difficult for most graduates of HCC to attend courses on the ECSU Campus;

Whereas accelerated classes offer a number of advantages to students who attend online or on campus courses;

Whereas attending an accelerated course enables a student to cover the same amount of material as a traditional semester-long class yet in a much shorter time frame;

Whereas although accelerated courses offer a number of obvious benefits, the most advantageous aspect of accelerated courses is the opportunity for students to complete courses faster than in comparison to a traditional course;

Whereas in addition to completing courses more quickly students taking accelerated classes are able to fit multiple accelerated courses in one semester; 1

Whereas when comparing accelerated students to traditional students it is easy to see that accelerated students have the potential of accumulating 24 credits per semester as opposed to 9- 12 hours for traditional students; and

Whereas this shortens the time needed to complete the degree program; therefore,

The purpose of this Agreement is to delineate and clarify the roles and responsibilities of ECSU and HCC regarding ECSU's desire to offer on the campus of HCC the following baccalaureate degree programs for holders of the Associate's Degree in Criminal Justice Technology and Human Services Technology from HCC: Criminal Justice (Bachelor of Arts) and Social Work (Bachelor of Science).

I. SCOPE OF AUTHORITY

Except as otherwise expressly and specifically provided in this Agreement, neither party shall have any authority to act for, or to assume any obligation or responsibility on behalf of, the other party.

II. STUDENT REQUIREMENTS

- A. Students must complete the admission application for ECSU and HCC;
- B. Students must meet the academic requirements/pre-requisites for courses as necessitated by ECSU and HCC, including, but not limited to: assuring that students have met all prerequisites, including GPA, criminal background clearance and complete admission application prior to the beginning of the placement;
- C. Students accepted to either program shall pay tuition and/or students' financial aid qualifications/scholarship shall be accepted for payment when available;
- D. Students will complete a minimum of 54 credit hours to complete the undergraduate degree program in Social Work, or Criminal Justice;2

III. INSTITUTIONAL POLICY

- A. ECSU will withdraw applicants of students who have not met the above prerequisites;
- B. Tuition costs are subject to annual adjustment, as determined by ECSU;
- C. In cases where the number of students does not meet minimum class enrollment, ECSU reserves the right to cancel the course;
- D. Classes for the proposed degree programs will be offered in either traditional, hybrid, or digital format (at the discretion of ECSU);
- E. HCC students who enroll in ECSU's undergraduate degree programs in Social Work and Criminal Justice will master the same learning outcomes as students currently enrolled in ECSU's on-campus programs in each respective discipline.
- F. HCC will provide classroom space at the appropriate fee rate;
- G. Each degree program will be offered in a cohort format;
- H. Courses will be offered in accelerated format of eight weeks;* (accelerated cohorts are exclusive to community college transfer student)
- I. Three credit hour courses will meet 32 contact hours instead of the traditional 45 hours (the remaining 13 contact hours will be conducted as self-study/reflection);**
- J. Please see Attachment A to this Agreement for a time-line for the completion of the undergraduate degree programs in Social Work and Criminal Justice;
- K. ECSU AND HCC shall ensure the student receives a thorough orientation of each institution; and
- L. ECSU and HCC shall assign staff member(s) and student(s) as points of contact for the student.

IV. INTELLECTUAL PROPERTY

Any use of the names "Elizabeth City State University" or "Halifax Community College", including any of its constituent schools, departments, programs, or logos, shall be subject to prior written approval.

V. COURSE DELIVERY

Elizabeth City State University plans to broadcast video instruction via CISCO C60. This technology which allows ECSU to broadcast live instruction to up to 5 sites at once.

VI. STUDENT AND STAFF CONFIDENTIALITY

ECSU and HCC each agree to maintain the confidential and exempt status of any Social Security number information, as required by N.C.G.S. §132-1.10(c)(1), and that they will not re-disclose personally identifiable information pursuant to Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) or by other State and Federal laws. If ECSU or HCC experiences a security breach concerning any information covered by this Agreement, and such breach is covered by N.C.G.S. §75.61(14), then the party will (a) fully comply with the party's obligations under the NC Identity Theft Protection Act, (b) immediately notify ECSU or HCC with the information which was disclosed, and (c) fully cooperate with ECSU or HCC in carrying out ECSU's or HCC's obligations under said Identity Theft Protection Act.

VII. ADMINISTRATION

The administration of this Agreement shall be the responsibility of the Chief Academic Officer/Provost at ECSU and the Vice President of Academic Affairs at HCC.

VIII. RELATIONSHIP AND DISPUTE RESOLUTION

This Agreement shall not be construed as creating a relationship of partners, brokers, employees, servants, joint ventures or agents between the parties. The parties to this Agreement are acting as independent participants and shall cooperate mutually to resolve any dispute or misunderstanding through collaboration and discussion. If a mutually agreed upon resolution does not occur, this Agreement shall be governed by the laws of the State of North Carolina, excluding its conflict of laws principles. Each party expressly agrees to subject to the jurisdiction of the Courts of the State of North Carolina should litigation arise between the two parties.

IX. DURATION

- A. This Agreement is effective for five years, starting from the date it is executed, after which it will be re-evaluated by both parties for renewal, amendment or termination.
- B. Both parties have the right to terminate this Agreement at any time during its duration by providing two (2) months advanced written notice. Notwithstanding the foregoing, in case of termination as above provided, ECSU and HCC shall continue its obligation to those students already enrolled, until those students have completed their training.
- C. This Agreement may be revised through mutual, written Agreement by both institutions upon giving fifteen (15) days written notice signed by the presiding officer of the notifying party.

X. FORCE MAJEURE

If either party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, or act of God, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency, the affected party shall be excused from performance of this Agreement.

XI. ANNUAL REVIEW

This Agreement shall be reviewed annually by the parties to determine if it needs to be modified and whether or not it will be continued without modification for the ensuing year.

XII. ENTIRE UNDERSTANDING

This Articulation Agreement contains the entire understandings between the parties and may be amended at any time by mutual written Agreement.

IN AGREEMENT to the foregoing, the parties, or their authorized representative, hereby affix their signatures in duplicate (2) original counterparts.

ELIZABETH CITY STATE UNIVERSITY

HALIFAX COMMUNITY COLLEGE

By:

Thomas E.H. Conway
Thomas E.H. Conway, Chancellor

By:

Ervin V. Griffin Sr.
Ervin V. Griffin Sr., President

Date:

9/20/2016

Date:

9/20/16.