

**EAST CAROLINA UNIVERSITY
BILATERAL AGREEMENT
FOR STUDENTS TRANSFERRING CLASSES INTO
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**, a constituent institution of the University of North Carolina ("ECU") on behalf of its College of Allied Health Sciences ("College"), Department of Communication Sciences & Disorders ("Department") and **ARIZONA STATE UNIVERSITY (ASU) College of Health Solutions ("Agency")**.

WHEREAS, ECU, through its educational programs, provides degree programs; and,

WHEREAS, Agency, through its educational programs, provides classes identified on Exhibit B, which Exhibit B is defined below in Section 3; and,

WHEREAS, ECU and AGENCY wish to allow students from Agency to be able to obtain academic credit at ECU for classes taken at the Agency that are identified on Exhibit B and to transfer credit for those classes to ECU (the "Program"); and,

WHEREAS, upon successful completion of ECU's academic requirements, the student shall be awarded a Master's Degree from ECU (the "Degree Program").

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 150 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 "Exhibit A" outlines the academic requirements for acceptance into the Department.
3. Also attached hereto, and incorporated herein by reference as if fully set out, is "Exhibit B", which "Exhibit B" contains the transfer course table.
4. ECU and Agency shall each appoint a designated representative to coordinate the Transfer Program.
5. Each party shall keep the other party informed of changes in curriculum, program and staff that may affect the Transfer Program. 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.

6. Agency shall not discriminate on the basis of race, religion, age, color, creed, sex, national origin or physical disability.

7. 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's Regulation No. 02.07.04, Approval and Review of Bilateral Agreements.

8. 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.

9. 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.

10. 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.

11. 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 12:

If to ECU:

Director of Master's Education and/or Chair
Department of Communication Sciences & Disorders
Health Sciences Bldg, Suite 3310, Mailstop 668
600 Moye Blvd
East Carolina University
Greenville, NC 27858-4353
mastersCSDI@ecu.edu

With a copy to: University Attorney
210 Spilman Building
East Carolina University
Greenville, NC 27858-4353

If to Agency:

Nancy Scherer, Ph.D., Professor and Chair
Department of Speech and Hearing Science
Coor Hall Suite 2232, P.O. Box 870102,
Arizona State University
Tempe, AZ 85287
Nancy.scherer@asu.edu

12. The place of this Agreement, its situs 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.

13. 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.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of each which is retained by each of the parties, effective as of the date of the last signature below
EAST CAROLINA UNIVERSITY AGENCY: ARIZONA STATE UNIVERSITY

By: _____ By: _____
Department Head Department Head

Printed Name: _____ Printed Name: _____

Printed Title: _____ Printed Title: _____

Date: _____ Date: _____

By: _____ By: _____
Dean Dean

Printed Name: _____ Printed Name: _____

Printed Title: _____ Printed Title: _____

Date: _____ Date: _____

By: _____ By: _____

Printed Name: Marilyn Sheerer Printed Name: _____

Printed Title: Provost & Senior Vice Chancellor Printed Title: _____

Date: _____ Date: _____

EXHIBIT A

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
 - a. GRE scores that are less than 5 years old
 - b. Transcripts from all universities ever attended
 - c. 3 letters of recommendation
 - d. Supplemental application (essay question answers)

Published minimal criteria for admission include:

1. A GPA in the undergraduate degree of at least 3.0.
2. A GPA in speech-language pathology pre-requisite courses of at least 3.2
3. GRE scores in the Verbal and Quantitative subtests that equal or exceed the 30th percentile as reported on the official GRE score report submitted to the university by ETS

Additional information is available at www.ecu.edu/csd year round.

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

CSDI 6100, 6101, 6103, 6104, 6106, 6108, 6109, 6110, 6112, 6113, 6114, 6121, 6200, 6320, 6321, 6901

Total degree is 54 credits.

42 credits from ECU + 12 credits from Agency (ASU) = 54 credits for the degree from ECU

Key Elements:

1. ASU will assist in recruiting and managing all aspects of the clinical practica/internships. ECU recruits, selects the students for enrollment and offers didactic distance education courses.
2. Neither ASU nor ECU retains any responsibility for the post-graduation requirements and experiences to achieve Certificate of Clinical Competence (CCC) status.
3. ASU 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 the ASU agrees to participate in the Program in a manner consistent with ECU's responsibility. ASU and ECU further agree to terminate the Program immediately upon notice that the Program prejudices ASHA accreditation. ASU agrees to provide documentations and materials necessary to support the accreditation processes including data for annual reports and re-accreditation reports.
4. ECU will provide online mechanisms for maintaining records for student progression through the program including documentation of competencies and clinical clock hours.
5. ASU 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 Arizonan cohorts.

6. Subject to available financial resources, ASU 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 ASU faculty member every other year to provide support related to the program for three (3) working days. These visits will be on alternate years.
7. Five student seats will be reserved each academic year for the Arizonan cohort. In the event that there are not 5 Arizonan candidates to fill the reserved seats, ECU/CSDI may choose to fill those slots with other non-Arizonan candidates. In the event that ECU has additional seats available, more Arizonan candidates may be selected.
8. ECU will have at least one faculty member licensed as a speech-language pathologist in the state of Arizona to ensure an ECU faculty member is able to legally participate in telepractice, clinical practice, or clinical supervision in the State of Arizona.

EXHIBIT B

<https://chs.asu.edu/shs/master-science-communication-disorders> is the website for the Agency portion of the program.

Graduate students take 2 clinical practicum (3 credits each) and 6 clinical internships through courses at Arizona State University for a total of 12 credits. Clinical practicum will take place within the ASU Speech and Hearing Clinic, including placements in affiliated clinical rotation sites. ASU handles all clinical internship details including affiliation agreements, placements, grading, and recording of clock hours for student progress. The three classes that are transferred into ECU in the final semester of the master's degree are

SHS 584 internship in the schools (fall and spring semester for all 3 years) – 1 credit each semester

SHS 580 Adult language practicum (summer 1) - 3 credits

SHS 580 Diagnostics (summer 2) – 3 credits