

# **Bilateral Agreement**

**Between**

**Elizabeth City State University  
&  
College of The Albemarle**

**Bachelor of Science:  
Professional Aeronautics & Aviation Management**



**BILATERAL AGREEMENT  
BETWEEN  
ELIZABETH CITY STATE UNIVERSITY  
AND  
COLLEGE OF THE ALBEMARLE**  
*(Baccalaureate Degree Program in Professional Aeronautics)*  
*August 2023*

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 COLLEGE OF THE ALBEMARLE, a North Carolina Community College System institution (hereinafter “COA”).

**BACKGROUND**

ECSU offers a baccalaureate degree program in Professional Aeronautics. The Bachelor of Science in Professional Aeronautics is a four-year collegiate program designed to prepare students for opportunities in professional careers and/or graduate school.

COA offers an Associate in Applied Science Degree program in Aviation Systems Technology (A60200).

**PURPOSE**

ECSU and COA acknowledge that recipients of an Associate in Applied Science Degree/Aviation Systems Technology may seek to transfer to ECSU to pursue a B.S. in Professional Aeronautics. To this end, ECSU and COA hereby join in a collaborative effort to facilitate the transfer of students graduating from COA’s Aviation Systems Technology Program to a baccalaureate degree program in Professional Aeronautics at ECSU and agree to the following terms and conditions:

1. The parties agree that a recipient of an Associate in Applied Science Degree (AAS) in Aviation Systems Technology from COA, with at least a cumulative grade point average (GPA) of 2.0 based on a 4.0 scale will be admitted to ECSU, provided all other conditions for admissions are satisfied.
2. ECSU agrees to accept college transfer coursework completed at COA, under the AAS in Aviation Systems Technology as equivalents to ECSU courses in accordance with “Schedule A, Section I” attached hereto, subject to the requirements of ECSU’s Undergraduate Admissions Policy (ECSU Policy 300.3.1), as it may from time to time be amended. The courses approved for transfer credit must have been taught by COA faculty who meet the credential requirements of the Southern Association of Colleges and Schools (SACS). Only courses with a grade of “C” or better from an accredited institution are considered transferrable.
3. A recipient of an AAS Degree in Aviation Systems Technology from COA who applies for admission to ECSU and is admitted as a transfer student may receive up to a maximum of sixty-five (65) semester hours of academic credit.
4. A minimum of thirty (30) semester hours of credit at the upper level must be earned through regular enrollment at ECSU including a minimum of fifteen (15) semester hours of credit in junior/senior courses in the major field. A total of at least one hundred twenty (120) semester hours of credit must be completed as outlined in “Schedule A, Section II” to be awarded the Bachelor of Science in Professional Aeronautics from ECSU.
5. This agreement shall become effective on August 1, 2024 and shall terminate May 31, 2029.

**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 obligations or responsibility on behalf of, the other party.

## **II. INTELLECTUAL PROPERTY**

Any use of the names “Elizabeth City State University” or the “College of The Albemarle”, including any of its constituent schools, departments, programs or logos, relating in any way to the activities described in this Agreement, shall be subject to prior written approval.

## **III. STUDENT AND STAFF CONFIDENTIALITY**

ECSU and COA 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. Failure to comply with the provisions of this section or otherwise failure to abide by legally applicable security measures and disclosure and re-disclosure restrictions may, in University’s sole discretion, result in the interruption, suspension and/or termination of the relationship. If ECSU or COA experiences a security breach concerning any information covered by the 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 COA with the information which was disclosed, and (c) fully cooperate with ECSU or COA in carrying out ECSU’s or COA’s obligations under said Identity Theft Protection Act.

## **IV. ADMINISTRATION**

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

## **V. 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.

## **VI. DURATION**

- A. This Agreement is effective for five (5) 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 provided above, ECSU and COA shall continue its obligation to those students already enrolled, until those students have completed their training.
- C. This Agreement may be revised only by mutual written amendment executed by the authorized representatives of both parties.

## **VII. 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, 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.

**VIII. 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.

**IX. ENTIRE UNDERSTANDING**

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

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

**ELIZABETH CITY STATE UNIVERSITY**

\_\_\_\_\_  
Dr. Karrie G. Dixon, Chancellor

Date: \_\_\_\_\_

**COLLEGE OF THE ALBEMARLE**

\_\_\_\_\_  
Dr. Jack Bagwell, President

Date: \_\_\_\_\_