I. Approval of Minutes from December 1, 2011

II. Closed Session

III. Academic Affairs
   A. Appendix C       Action
   B. Program Prioritization Committee

IV. Student Affairs
   A. New adviser for The East Carolinian
   B. Update on new student center & Belk renovation

V. Research and Graduate Studies
   A. Use of animals in research
   B. Economic community engagement

VI. Safety
   A. Greenville Public Safety Task Force Report
   B. Mutual Aid Agreements & extended jurisdictions
Minutes of the Meeting of the
University Affairs Committee
East Carolina University Board of Trustees
December 1, 2011 at 3:30pm
Mendenhall Student Center – Room 221

Attending: Robert Brinkley (chair), Bob Lucas, Robert Brinkley, Bobby Owens, Josh Martinkovic, Edwin Clark, Danny Scott, Marilyn Sheerer, Virginia Hardy, Deirdre Mageean, and Steve Ballard

Meeting began 3:30pm

Mr. Brinkley opened the meeting by reading the conflict of interest statement.

The minutes from the previous meeting were approved.

**ACTION ITEMS**

1. Robert Brinkley made a motion for the conferral of degrees for the fall commencement – the motion was seconded by Bob Lucas and approved.

**Special Student Presentations** – Mary Farwell introduced three students, who were Undergraduate Research and Creative Achievement Award winners as well as their faculty mentors. The faculty mentors provided brief descriptions about the students and their research projects.

- Timothy Darden (Pharmacology and Cardiovascular Sciences) discussed the relationship between Glutathione Redox couple in heart and serum, and the occurrence of post-operative atrial fibrillation following coronary artery bypass graft surgery
- Brianna Biscardi (Department of Chemistry) presented on the research with a goal to develop a model in order to identify a particular artifact from the Queen Anne’s Revenge shipwreck. The artifact in particular is looking at keratin by the use of infrared spectroscopy.
- Emilee Quinn (Department of Biology) presented about the microbial diversity of high pH subsurface environments. The subsurface biosphere is the Earth’s largest habitat. Researchers are able to extract DNA from samples to compare it with other samples to determine where they have come from.

**Academic Affairs (Marilyn Sheerer)**

- **Program Prioritization Committee** – Mr. Brinkley and Dr. Sheerer briefly explained the role of the committee and the charge assigned to its members. Dr. Sheerer introduced Dr. Ron Mitchelson who has served as chair of the PPC. He shared the steps that have been taken to date, including phase one of prioritizing academic programs (what do we do well and what do we wish we could more or less of) and phase two coming up in the spring will look at possible reorganization. He also shared the team members and that each team member has contributed more than 100 hours serving on this committee. The website is open for those that wish to see what is going on (www.ecu.edu/ppc). Dr. Mitchelson summarized the process for phase one and some of the information it produced. The target for recommendations to the chancellor will be Jan. 16, 2012. In phase one, 277 programs were assessed in terms of college priority and future investment opportunity. Of these 50 were judged to be of “low priority” and 48 could be targeted for “reduction or elimination.” He explained how the committee scored departments, which included areas of productivity, quality, and centrality. He showed some of the non-specific results from the scoring of departments. Dr. Mitchelson discussed some of the upcoming plans for Phase 2. He shared a couple of non-specific scenarios about what it would look like if ECU was reduced from 10 colleges to 8.

- **Enrollment Management – John Fletcher**
  - He said the enrollment projections are normally done every two years, but GA has asked all schools to give mid-year projections. ECU is still on track for having a 1% increase in
enrollment in undergraduate students. The numbers we projected were submitted to GA in November, but we haven’t heard anything back from them yet as to whether that will be approved. Right now, for next fall, we are looking at close to 4,000 freshmen and about 1,400 transfer students. We further want to increase our numbers of out-of-state students. Out-of-state students do pay more, but we don’t always retain them at the same rate as in-state. He shared some of the facts to date for fall 2012:

- 13,000 applications (just below this time last year)
- 5,000 admitted students
  - 3,668 in state admits (+1,000 from last year)
  - 976 out of state admits (+488)
- 20% of admits are out of state students
- 687 are honors caliber students (admitted – this is up 125 from last year)
  - He looked back at some of the recommendations and plans from the Strategic Enrollment Task Force from 2008 and he shared some information about how we are doing.
  - Dr. Sheerer said the academic directions must be in alignment with the strategic directions and plans of the university. Merit scholarships, undergraduate research, DE access, recruiting honors students and investing in new certificate programs are among the areas we are pushing for with advancing in academics.

Student Affairs – (Virginia Hardy)
- Dr. Hardy introduced Bill McCartney, Associate Vice Chancellor of Campus Living and Dining Services at ECU, to talk about the 5-year housing plan on campus. Bill briefly explained the documents in the board member’s paperwork. Bill further shared some of the current fiscal obligations and structures currently on campus. There are only about 400 people per day going to the two dining halls for breakfast. Instead of going to the dining halls, they are trading their meals for a coffee, or snack. They really want the variety, even if it’s not the most cost effective. There are 15 residence halls with a capacity of 5,400 students. The freshmen residency requirement begins in the fall 2012. There are exceptions to this requirement which will be made known to the students and their families. With the current projections of a 4,000 freshman class, we would expect to have about 3,800 staying in the halls. The goal for this five year housing plan is to shift money from life safety issues and move towards looking at equality of life on campus.
- Remaining items on agenda (retention initiatives and freedom of expression/speech) was tabled to the next University Affairs meeting.

Research and Graduate Studies – Deirdre Mageean
- Graduate Enrollment Funding – Deirdre Mageean and Paul Gemperline led the discussion. There has been a drop in graduate student enrollment by 14%. Graduate students currently make up 20% of ECU’s student population and this drop will hurt ECU financially. Dr. Gemperline reviewed the action plan for increasing graduate enrollment (documents were included in the board materials). There were three immediate action steps to be taken:
  - Set aside funding this year to ensure that more distance education online sections are offered.
  - Deans are asked to look at their areas and provide suggestions to the graduate school.
  - Increase marketing efforts for Continuing Studies.

Campus Safety – Bill Koch
- Bill Koch gave a brief update of the campus lockdown on November 16th. He stated that the university did very well in response to the lockdown, but there are still many improvements to be made. Koch said that the Greenville PD received two separate reports and parking/transportation locked down the entrances. The Crisis Policy team set up in Spilman. Student Affairs set up the care center and hotline. One problem discovered was a significant amount of false information that was reported and this did hinder response time and the lockdown was extended. There was no shots fired nor were there any
reports of injuries. Due to some of the reports floating around the Rivers Building was evacuated as a precaution. The counseling center was also set up to serve as a resource for anyone who might need it. There was some things that went very well including, but not limited to, the ECU police department response, text messaging went relatively well with only one error. The error was a box that wasn’t properly checked when the texts went out. There was also good communication with local law enforcement during the lockdown and communication with the media and news bureau was excellent. The other communication and alerts that worked very well were the emails, texts, phone systems messages and outdoor speakers. There was also great support from ECU Transit. The Child Development Lab responded amazingly, as they didn’t evacuate, but the police went to the facility. Some of the areas that need improvement include better follow up, better text messaging, dead spots for cell phones in some buildings and in some locations between buildings and some faculty left students in the classrooms. A lockdown procedure and resource flyer has been distributed. Campus administration and leadership will be having communications with faculty and staff about proper use of social media. Additionally, Bill Koch said there will be training sessions for faculty planned and these will be videotaped for those who cannot attend. ECU is also going to look at mandatory training sessions for freshmen so that they know what to do in an alert situation.

- The other remaining safety items on the agenda were tabled until the next University Affairs meetings.

Meeting Ends at 5:30pm
ECU BOARD OF TRUSTEES
UNIVERSITY AFFAIRS

February 23, 2012

CLOSED SESSION MOTION

I move that we go into Closed Session:

1. to prevent the disclosure of privileged information under N.C. General Statutes §126-22 to §126-30 (personnel information) and the federal Family Educational Rights and Privacy Act;

2. to consider the qualifications, competence, performance, character, fitness, or conditions of appointment of one or more prospective and/or current employees and/or to hear or investigate a complaint, charge, or grievance by or against one or more individual employees;

3. to establish or instruct regarding the amount of compensation and/or other material terms of an employment contract or proposed employment contract;

4. to prevent the premature disclosure of honorary degrees and/or awards; and

5. to consult with an attorney to preserve the attorney-client privilege between the attorney and the Committee.
Memorandum

To: Professor Marianna Walker  
Chair of the Faculty

From: Steve Ballard  
Chancellor

Date: January 19, 2012

Subject: November 2011 Faculty Senate Resolutions

I hereby approve the following resolutions which were adopted by the Faculty Senate at its meeting on November 1, 2011:

Faculty Senate Resolution #11-93  
Proposed new section in the ECU Faculty Manual entitled Statement on Professional Ethics

Faculty Senate Resolution #11-94  
Revised ECU Faculty Manual, Appendix C. Personnel Policies and Procedures for the Faculty

Faculty Senate Resolution #11-95  
Formal Faculty advice on proposed Adverse Weather/Conditions and Emergency Closings Regulation by adding additional text under 6.4 Activities Affected by Class Cancellation or Classes Held Under Adverse Conditions

pc: Dr. Marilyn Sheerer, Provost and Senior Vice Chancellor for Academic Affairs  
Dr. Phyllis Horns, Vice Chancellor for Health Sciences  
Dr. Deirdre Magee, Vice Chancellor for Research and Graduate Studies
Faculty Senate Resolution #11-93
Approved by the Faculty Senate: November 1, 2011
Approved by the Chancellor: January 19, 2012

Proposed New Section to the ECU Faculty Manual Entitled Statement on Professional Ethics

Statement on Professional Ethics
The East Carolina University faculty and administration expect all ECU faculty to perform all their job responsibilities in conformance with the following Statement on Professional Ethics modified from the American Association of University Professors:

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or engage in hostile conduct toward members of the university community. They respect and defend the free inquiry of associates, even when it leads to findings and conclusions that differ from their own. Professors give proper acknowledgement to the ideas and data of others and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.
Faculty Senate Resolution #11-94
Approved by the Faculty Senate: November 1, 2011
Approved by the Chancellor: January 19, 2012
Approved by the Board of Trustees: pending

Link to Full Appendix C

Proposed Revisions to the ECU Faculty Manual,
Appendix C. Personnel Policies and Procedures for the Faculty

Proposed additions are noted in bold print and deletions in strikethrough.

III. Annual Evaluation
Each faculty member with either a fixed-term, probationary term, or permanently tenured appointment shall perform his/her duties according to the ECU’s Statement on Professional Ethics (see Section xxx) and shall receive annually an evaluation of his/her performance from the unit administrator which shall be based upon current academic year data. The annual performance evaluation of faculty members shall employ the criteria contained in the unit code approved by the chancellor. This annual evaluation shall:

- be in writing;
- be discussed with the faculty member prior to being sent to any other administrator or placed in the faculty member's personnel file; in the case of faculty members with probationary term appointments, a record of this discussion shall be placed in the faculty member's personnel file;
- be signed and dated by the unit administrator and the faculty member, who may attach to the evaluation a concise comment regarding the evaluation. The faculty member has 4 calendar days after receiving the evaluation to attach the statement. The signature of the faculty member signifies that the faculty member has read, but does not necessarily concur in, the evaluation.

The unit administrator shall forward to each faculty member a copy of that member's annual evaluation within ten calendar days of completing the evaluations of unit members.

The evaluation of probationary term and permanently tenured faculty shall be based upon that year's assigned duties and responsibilities (except data from the previous year's Spring semester survey of student opinion) and shall consider:

1. Teaching
   The quality of teaching must be evaluated by means of
   a. data from surveys of student opinion, when such data have been gathered in accordance with established procedures of the department or the university which guarantee the integrity and completeness of said data. As part of the effort to evaluate the teaching of faculty members, each unit shall either: develop and use its own instrument(s) as approved by the chancellor to determine student opinion of teaching or utilize the instrument developed by the Committee to determine student opinion of teaching.
   b. formal methods of peer review of new and probationary term faculty, including direct observation of teaching. Methods to be used for this peer review are detailed in Faculty Senate resolution #93-44. The peer review instrument is provided in Faculty Senate resolution #05-03. The peer review instrument for on-line courses is provided in Faculty Senate resolution #11-53,
   c. procedures provided for in unit codes;
2. scholarship;
3. patient care;
4. services rendered on department, school, college, and university committees, councils, and senates; service to professional organizations; service to local, state and national governments; contributions to the development of public forums, institutes, continuing education projects, patient services and consulting in the private and public sectors; and
5. other responsibilities as may be appropriate to the assignment.

The relative weight given to teaching, scholarship, and service in personnel decisions shall be determined by each unit code. In no case, however, shall service be weighed more heavily than either teaching or scholarship.

The evaluation of fixed-term faculty members shall be based on their performance of duties as stated in their contracts.
Appendix C
PERSONNEL POLICIES AND PROCEDURES
FOR THE FACULTY OF EAST CAROLINA UNIVERSITY

CONTENTS
I. Selection and Appointment of New Faculty
   A. Determination of Number and Nature of Positions
   B. Selection Procedure
   C. General Criteria
   D. Requirements for ranks and titles
   E. Initial Appointment

II. Assignments of Faculty Workload
    A. Assignment of Teaching Responsibilities
    B. Teaching Load
    C. Assignment of Released Time

III. Annual Evaluation

IV. Reappointment of Probationary Term Faculty Members

V. Subsequent New Appointments of Fixed-Term Faculty Members

VI. Professional Advancement

VII. Salary
     A. Initial Salary
     B. Determination of Annual Salary Increments
     C. Benefits and Salary Increases for Fixed-Term Faculty

VIII. Faculty Personnel Files

IX. Amendment Procedure

X. Effective Date
Appendix. Faculty Personnel File Checklists

1For other policies and procedures dealing with faculty appointments, see ECU Faculty Manual, Appendix D.
I. Selection and Appointment of New Faculty
   A. Determination of Number and Nature of Positions
      Allocation of faculty positions is the prerogative of the Academic Council.

      Acting in accord with the policies and procedures set forth in the Unit Code, the
      unit administrator shall recommend to the next higher administrator (for
      conveyance to the Academic Council) the number and nature of faculty positions
      needed to carry out the unit’s mission and achieve the university, division,
      college and unit planning goals. Such recommendations shall be developed with
      input from the unit’s fixed-term, probationary term, and tenured faculty, and shall
      contain justifications addressing the unit staffing plan and appropriate planning
      goals of the university, division, college and unit.

      The Academic Council and deans shall not require that a faculty position be
      fixed-term rather than probationary term unless sound reasons exist. Such
      reasons include, but are not limited to, (a) the position is not permanently
      assigned to the unit, (b) the position is addressing temporary needs, (c) the
      position cannot be filled by a faculty member with a terminal degree, (d) the
      duties of the position are primarily clinical, (e) the position is by its nature term-
      limited (term-limited endowed professorships, for example), (f) this reflects the
      preference of the faculty member taking the position, or (g) budgetary
      considerations.

   B. Selection Procedure
      The unit administrator shall notify the unit personnel committee of the number
      and nature of positions allocated to the unit. The selection of candidates must
      then proceed in accordance with Appendix D, Tenure and Promotion Policies
      and Procedures, the most recently revised Affirmative Action Plan, and
      applicable unit code provisions. The type of search (i.e. local, regional, national)
      required is governed by University EEO policies.

   C. General Criteria²
      For appointment, a faculty member who is tenured or probationary is evaluated
      on past achievements and potential for future contributions in:
      - Teaching
      - Scholarship (Research, Creative Activity/Innovation, Engagement and/or
        Outreach).
      - Service to the university, the profession, and the community.

      1. Teaching
         East Carolina University recognizes the primary importance of teaching. East
         Carolina University expects each member of the faculty to have knowledge of
         subject matter commensurate with one’s teaching assignment, to maintain

²These criteria are not designed to be used for persons with administrative rank to evaluate their administrative
service. Criteria for that purpose shall be developed by proper administrative authority.
awareness of developments in one's discipline, and to communicate to students one's knowledge of and interest in the discipline. The faculty member will encourage students in responsible and careful inquiry, in appreciation of the interrelation of various disciplines, and in recognition of the uses of learning and the value of the educated mind. Teaching includes activities and responsibilities beyond the classroom setting, e.g., advisement; mentoring; laboratory supervision; clinical rounds by a physician/professor accompanied by students; the direction of research projects and papers, dissertations, and theses; and other contacts and relationships outside the classroom.

2. Scholarship (Research, Creative Activity/Innovation, Engagement and/or Outreach)
Scholarship refers to the scholarship of research, the scholarship of creative activity/innovation, and the scholarship of engagement and/or outreach. The relative importance of each factor and the type of activity to be considered under each factor must be clearly defined in the unit code. The procedures by which relative weights are established for each individual faculty member for annual evaluation, tenure and promotion must also be clearly described in the unit code. East Carolina University encourages and supports the continuing efforts of faculty to develop a deeper appreciation of the importance of professional competency acquired through scholarship that is appropriate to one's discipline. A faculty member's scholarship shall reflect the high professional standards incumbent upon those who enjoy full academic freedom; such activities must be measured by standards of quality, not merely by quantity. Evaluation of scholarship must be based primarily on peer-reviewed materials as defined in the unit code.

3. Service
East Carolina University considers service to the university, the academic profession, and the community as an important aspect of academic performance. (See Section III.4).

For appointment, the fixed-term faculty member is evaluated on past achievements and potential for future contributions in the areas of responsibility stated in the contract and established in the unit code.

D. Requirements for ranks and titles
Appointments are made at the academic ranks of instructor, assistant professor, associate professor, and professor. These are the only ranks which may involve a permanent tenure commitment. Appointments to all other titles are for a definite term and do not involve a permanent tenure commitment.

The following are the minimum required qualifications which may be considered when making appointments.

2. Ranks of Probationary Term Appointments
Instructor
- has evidence of a sound educational background for the specific position, or has equivalent professional experience
- has completed most or all the requirements for the appropriate terminal degree
- has demonstrable proof that the degree will be obtained within a short period of time as agreed upon by the academic unit and the appointing officer
- has demonstrated potential for effective teaching
- has demonstrated potential for effective clinical practice in disciplines where appropriate

Assistant Professor
- has qualifications of the previous rank
- holds the appropriate terminal degree, as evaluated by the academic unit and affirmed by the appointing officer and the profession concerned
- exhibits evidence of potential for continued professional growth in teaching effectiveness, and scholarship.
- has demonstrated ability and willingness to participate in departmental, college, and university affairs
- has membership in professional organizations
- has demonstrated expertise in clinical practice in disciplines where appropriate

Associate Professor
- has qualifications of the previous rank
- has demonstrated teaching effectiveness
- has a record of scholarship resulting in publication or comparable productivity
- has demonstrated ability and willingness to participate in departmental, college, and university affairs
- has a record of effective service to the profession
- has a record of effective clinical practice in disciplines where appropriate

Professor
- has qualifications of the previous rank
- has an established record of excellence in teaching
- has a significant record of scholarship resulting in publication or comparable productivity
- has demonstrated excellent ability and willingness to participate in departmental, college, and university affairs
- has a record of significant service to the profession
- has a record of effective clinical practice in disciplines where appropriate

3. Titles of Fixed-Term Appointments
   a. Faculty with duties primarily in instruction
      Teaching Instructor
• holds, at a minimum, a master's degree appropriate to the area of instruction, or has equivalent professional experience
• has demonstrated potential for effective teaching

Teaching Assistant Professor
• has qualifications of the previous title
• holds the appropriate terminal degree, as evaluated by the academic unit and affirmed by the appointing officer and the profession concerned
• has demonstrated effectiveness in teaching

Teaching Associate Professor
• has qualifications of the previous title
• has demonstrated superior teaching ability
• engages in professional development activities

Teaching Professor
• has qualifications of the previous title
• has demonstrated excellence in teaching
• engages in professional development activities
• has demonstrated a degree of proficiency sufficient to establish an excellent reputation among colleagues
• is qualified and competent in mentoring others (such as graduate students, teaching instructors, etc.)

b. Faculty with duties primarily in research
Research faculty are typically externally funded. Research faculty are encouraged to give seminars and teach occasional courses in their specialty. Teaching is at the discretion of the unit and the availability of funds.

Research Instructor
• holds a minimum of a master's degree appropriate for the specific position or has equivalent professional experience
• has demonstrated potential for effective research
• should be capable of carrying out individual research or should be trained in research procedures
• should have had the experience and specialized training necessary to develop and interpret data required for success in such research projects as may be undertaken

Research Assistant Professor
• has qualifications of the previous title
• holds the appropriate terminal degree, as evaluated by the academic unit and affirmed by the appointing officer and the profession concerned
• has demonstrated effectiveness in research
• is qualified and competent to direct the work of others (such as technicians, graduate students, etc.)

Research Associate Professor
• has qualifications of the previous title
• has extensive successful experience in scholarly or creative endeavors
• has the ability to propose, develop, and manage major research projects
Research Professor.
• has qualifications of the previous title
• has demonstrated a degree of proficiency sufficient to establish an excellent reputation among colleagues
• has demonstrated scholarly production in research, publications, professional achievements or other distinguished and creative activity.

c. Faculty with duties primarily in clinical teaching
Clinical Instructor
• holds, at a minimum, a graduate degree appropriate for the specific position or has equivalent professional experience
• has demonstrated potential in clinical practice and teaching in the field
Clinical Assistant Professor
• has qualifications of the previous title
• holds the appropriate professional degree, as evaluated by the academic unit and affirmed by the appointing officer and the profession concerned
• has training and experience in an area of specialization
• has demonstrated expertise in clinical practice and teaching in the field
Clinical Associate Professor
• has qualifications of the previous title
• has extensive successful experience in clinical or professional practice in a field of specializations, or in a subdivision of the field, and in working with and/or directing others (such as professionals, faculty members, graduate students, etc) in clinical activities in the field
• has demonstrated superior teaching ability
Clinical Professor
• has qualifications of the previous title
• has demonstrated a degree of sustained excellence in clinical practice and teaching sufficient to establish an outstanding reputation among colleagues

d. Additional faculty titles
Artist-in-Residence; Writer-in-Residence. These titles may be used to designate temporary appointments, at any salary and experience level, of persons who are serving for a limited time or part-time, and who are not intended to be considered for professorial appointment.

Adjunct Instructor; Adjunct Assistant Professor; Adjunct Associate Professor; Adjunct Professor. These titles are used to appoint outstanding persons who have a primary employment responsibility outside the university or in a different department in the university, and who bring
some specific professional expertise to the academic program. These positions are typically unfunded.

Affiliate Instructor; Affiliate Assistant Professor; Affiliate Associate Professor; Affiliate Professor. These titles are used in the School of Medicine to appoint outstanding persons who have a primary employment responsibility outside the university and who bring some specific professional expertise to the academic program. These positions are typically unfunded.

Visiting Instructor; Visiting Assistant Professor; Visiting Associate Professor; Visiting Professor. The prefix “visiting” before an academic title is used to designate a short-term full or part time appointment without tenure. Therefore the visiting title shall not be used for periods of time beyond the initial contract period. It shall be used only for those fixed-term faculty members who are visitors, temporary replacements, or for whose disciplines the institution in good faith expects to have only a short-term need. Use of the visiting title for an individual for more than 3 years is a misuse of this title.

4. Emeritus status
Based on criteria specified in the unit code and upon recommendation by the unit personnel committee and appropriate administrators, the Chancellor may confer the titles “emeritus” or “emerita” upon a retired or permanently disabled faculty member, including a Phased Retirement participant, who has made a significant contribution to the university through a long and distinguished record of scholarship, teaching, and/or service.

E. Initial Appointment
[For additional provisions related to initial faculty appointments, see ECU Faculty Manual, Appendix D.II.]

Appointment to the faculty is made by the chancellor or his/her designee. Upon receiving recommendations by appropriate unit committees and administrators, the chancellor or his/her designee shall issue a contract for initial appointment to the faculty that becomes binding upon being executed by the faculty appointee.

The contract shall specify, at minimum: rank or title; salary rate; length of appointment; tenure status [either fixed term, probationary term, or appointment with permanent tenure as defined in the Faculty Manual, Appendix D]; initial assignments and/or responsibilities; and reference to the criteria for evaluation of faculty performance, as provided in Appendix D, unit codes, and other appropriate documents; and any specific terms and conditions of employment.

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3 Reference to the chancellor’s designee is limited to the Academic Council.
Any action conferring permanent tenure with the initial faculty appointment requires approval of the Board of Trustees.

II. Assignments of Faculty Workload
Faculty workload is governed by the Faculty Workload Administrative Regulation.

By the end of the Spring semester for 9 month faculty, and by the end of the summer session for 12 month faculty, and prior to making final faculty workload assignments and after soliciting faculty preferences, the unit administrator shall apprise each unit faculty member, in writing, of the duties and responsibilities for the coming academic year.

A. Assignment of Teaching Responsibilities
The unit administrator assigns teaching responsibilities. If changes in a faculty member's assignment become necessary, the faculty member shall be notified, when possible, at least two weeks prior to the beginning of each semester of such changes prior to the effective date of the amended assignment.

B. Teaching Load
Full-time faculty members whose primary responsibilities are teaching should not be required to teach more than 12 credit hours per semester or 6 credit hours per summer session, with the exception of faculty members who voluntarily teach directed readings and similar courses. If exceptional circumstances require that a faculty member be assigned more than 12 credit hours in a semester, he or she should be appropriately compensated for the excess teaching load during that term or be given the equivalent reduced teaching load the following semester.

C. Assignment of Released Time
Assignments of released time are governed by Faculty Scholarly Reassignment Administrative Regulation. Faculty members who are to be granted released time shall be informed in writing of the purpose of the reduced assignment.

III. Annual Evaluation
Each faculty member with either a fixed-term, probationary term, or permanently tenured appointment shall receive annually an evaluation of his/her performance from the unit administrator which shall be based upon current academic year data. The annual performance evaluation of faculty members shall employ the criteria contained in the unit code approved by the chancellor. This annual evaluation shall:
- be in writing;
- be discussed with the faculty member prior to being sent to any other administrator or placed in the faculty member's personnel file; in the case of faculty members with probationary term appointments, a record of this discussion shall be placed in the faculty member's personnel file;
- be signed and dated by the unit administrator and the faculty member, who may attach to the evaluation a concise comment regarding the evaluation. The faculty member has 4 calendar days after receiving the evaluation to attach the
statement. The signature of the faculty member signifies that the faculty member has read, but does not necessarily concur in, the evaluation.

The unit administrator shall forward to each faculty member a copy of that member's annual evaluation within ten calendar days of completing the evaluations of unit members.

The evaluation of probationary term and permanently tenured faculty shall be based upon that year's assigned duties and responsibilities (except data from the previous year's Spring semester survey of student opinion) and shall consider:

1. Teaching
   The quality of teaching must be evaluated by means of
   a. data from surveys of student opinion, when such data have been gathered in accordance with established procedures of the department or the university which guarantee the integrity and completeness of said data. As part of the effort to evaluate the teaching of faculty members, each unit shall either:
      develop and use its own instrument(s) as approved by the chancellor to determine student opinion of teaching or utilize the instrument developed by the Committee to determine student opinion of teaching.
   b. formal methods of peer review of new and probationary term faculty, including direct observation of teaching. Methods to be used for this peer review are detailed in Faculty Senate resolution #93-44. The peer review instrument is provided in Faculty Senate resolution #05-03.
   c. procedures provided for in unit codes;

2. scholarship;
3. patient care;
4. services rendered on department, school, college, and university committees, councils, and senates; service to professional organizations; service to local, state and national governments; contributions to the development of public forums, institutes, continuing education projects, patient services and consulting in the private and public sectors; and
5. other responsibilities as may be appropriate to the assignment.

The relative weight given to teaching, scholarship, and service in personnel decisions shall be determined by each unit code. In no case, however, shall service be weighed more heavily than either teaching or scholarship.

The evaluation of fixed-term faculty members shall be based on their performance of duties as stated in their contracts.

IV. Reappointment of Probationary Term Faculty Members
   Refer to Appendix D of the ECU Faculty Manual.

V. Subsequent new appointments of Fixed-Term Faculty Members
Faculty positions that are occupied by faculty members holding fixed-term contracts shall periodically be evaluated to determine if it is feasible to convert the position to one that is tenure-eligible. When it is recommended that a position that is occupied by a fixed-term faculty member be made tenure-eligible, the personnel committee and unit administrator shall determine collaboratively the appropriate kind of search recommended (search waiver, internal search, or external search), with the final approval authority for the type of search (i.e. local, regional, national) governed by University EEO policies.

The repeated re-employment in full-time, fixed-term positions of faculty members whose qualifications are on a par with those who are probationary term faculty members in the unit is justifiable when special conditions apply such as: (a) the position is not permanently assigned to the unit, (b) the position is addressing temporary needs, (c) the position cannot be filled by a faculty member with a terminal degree, (d) the duties of the position are primarily clinical, (e) the position is by its nature term-limited (term-limited endowed professorships, for example), (f) reflects the preference of the faculty member taking the position. Qualified full-time, fixed-term faculty members should be encouraged to apply for tenure-eligible positions, or (g) budgetary considerations.

Repeated re-employment of part-time fixed-term faculty members should be subject to the same conditions listed in a-f in the above paragraph. The continuous re-employment of faculty in part-time or temporary positions should be avoided, unless mutually beneficial for the candidate and the unit.

VI. Professional Advancement

Advancement in title for fixed-term faculty and promotion for tenured and probationary term faculty are means through which professional achievement is encouraged, recognized, and rewarded by the university. Evaluation of faculty for purposes of promotion or advancement in title shall accord with the regulations established in accordance with the unit code and shall employ the criteria contained in the unit code approved by the chancellor (ECU Faculty Manual, Appendix L).

Specific regulations and criteria governing evaluation of faculty for purposes of promotion or advancement in title may vary from unit to unit. For evaluations pertaining to fixed-term subsequent new appointment at a higher title, the criteria shall be stated in the unit code.

As a minimum each unit shall:
- apply published criteria in teaching, scholarship and service for evaluating faculty for promotion or advancement in title;
- make available procedures which will permit each faculty member to report achievements annually or on a more frequent basis;
- assure each faculty member the right to discuss one's candidacy with the unit administrator and/or the appropriate unit committee at any time; and
- notify each faculty member within four days of receipt of the administration's call for promotion or advancement in title recommendations.
Upon request by the faculty member, the unit administrator and the unit promotion committee shall evaluate the faculty member for promotion; the unit administrator and the personnel committee shall evaluate the faculty member for advancement in title. Following such evaluation, the unit administrator and appropriate unit committee shall inform the faculty member of their respective recommendations. Promotion or advancement in title shall be based primarily upon the faculty member’s total demonstrated professional competence and achievement. Procedures to be followed for promotion are found in ECU Faculty Manual, Appendix D. Procedures to be followed for advancement in title should be specified in each code unit in accordance with ECU Faculty Manual, Appendix D.III.B.3., III. and IV.; and Appendix C. section I.D.3.

Among the many qualifications which may be considered when making recommendations for promotion, the requirements in section I.D.2. above are essential.

Promotion in academic rank should be accompanied by a salary increment which shall be separate from any and all other increments to which the individual may be entitled. Notwithstanding any previous statement that has appeared herein, competence for promotion to a specific rank may be attested to by advanced study, culminating in appropriate graduate degrees, or by extensive work experience in the teaching fields or in a professional practice which is demonstrably of highest quality.

Advancement in title for fixed-term faculty members should be accompanied by a salary increment which shall be separate from any and all other increments to which the individual may be entitled. Notwithstanding any previous statement that has appeared herein, competence for advancement in title may be attested to by demonstrated excellence in the performance of duties specified in the contract of the fixed-term faculty member and supported by the faculty member’s annual performance evaluation.

VII. Salary
A. Initial Salary
   Initial salary shall be based on degree attainment, pertinent experience, professional activity, scholarly publication or its equivalent, and level of responsibility, consideration being given to the salaries of personnel presently in the unit and salaries within the discipline in comparable institutions.

B. Determination of Annual Salary Increments
   The unit administrator shall recommend annual salary increments to appropriate administrative officials in accordance with requirements imposed by the North Carolina General Assembly, The University of North Carolina Board of Governors, the ECU Board of Trustees, and the university administration, and shall employ any additional criteria that have been established in this appendix, in units codes, or in policies required by unit codes. Basic criteria for assessing merit shall include the degree of teaching excellence; scholarship; service to
local, state, and national governments; as well as contributions to the
development of public forums, institutes, continuing education projects, and
patients' services. The unit administrator shall report annually to the unit, in
dollar amounts and percentages, the total increment allotted, mean salary
increment, and range in salary increments for the unit. Each faculty member shall
be informed by the unit administrator of any salary increment recommendations
made on behalf of the faculty member by the unit administrator.

C. Benefits and Salary Increases for Fixed-Term Faculty
Equitability of salary and benefits for fixed-term faculty members should be
reviewed annually. When salary increments are provided by the Board of
Governors, full-time fixed-term faculty who have completed one year of
employment and have received a subsequent new appointment should be
considered for a salary increase based upon their annual evaluation and criteria
established by the Board of Governors, ECU Board of Trustees, and the unit
code.

Full-time, fixed-term faculty are entitled to the same benefits as all other full-time
employees of ECU.

VIII. Faculty Personnel Files
A. State Laws
Article 7 of Chapter 126 of the General Statutes of North Carolina shall govern
matters relating to personnel files, contents and permissible access. The General
Statutes are located in Joyner Library and in the University Attorney's Office.
Access to the statutes on the Internet are available at:
www.ncga.state.nc.us/Statutes/Statutes.html or
www.allaw.com/state_law_search/north_carolina/.

PLEASE NOTE THAT THE STATUTES REPORTED ON THE INTERNET MAY
NOT BE ACCURATE AND MAY NOT BE UPDATED IN A TIMELY MANNER TO
REFLECT THE LATEST SUPPLEMENTS.

For questions regarding personnel files, contact the Faculty Senate Office or the
University Attorney’s Office.

B. Definition
North Carolina law defines a personnel file as any information gathered by East
Carolina University that relates to an individual’s employment, which includes
information relating to the application, selection, promotion, demotion, transfer,
leave, salary, suspension, performance evaluation, disciplinary action, or
termination of employment, wherever located and in whatever form. Records
related to grievances and appeals of non-reappointment and non-conferral of
tenure are personnel records. The Personnel Action Dossier (“PAD”) is an
evaluative document, is a personnel record, and is part of the faculty member's
personnel file. The personnel file is University property and is retained by the
University.
Personnel records are kept in accordance with the Records Retention and Disposition Schedule approved by the Chancellor. Timing of storage and transfer vary depending on the specific type of document.

C. Location
All records used in the formal evaluation of faculty must be in the primary personnel file. A faculty member's primary personnel file shall reside in the code unit office under the supervision of the code unit administrator. In addition, there may be other files containing personnel records that are located in approved University offices. The location and custodian of other files containing personnel records will be listed in the Personnel File Checklist attached to the inside cover of the primary personnel file.

Filed grievances; appeals of non-reappointment or non-conferral of tenure; complaints filed by or against a faculty member with the ECU EEO Office alleging sexual harassment, discrimination based on age, race, religion, or disability, or a violation or the amorous relations policy; and records relating to any disciplinary action against a faculty member may be included in an appeal hearing file or in an investigative file prepared by the EEO Office or by the University Attorney's Office.

Personnel records retained in the EEO Office or the University Attorney's Office will remain confidential, but the documents collected and/or created in those offices are considered part of an investigative/preparation file and are not considered part of the primary personnel file. Disclosure of documents in those files is subject to applicable University policies and state laws. Additionally, in accordance with the relevant University policy and state laws, the University will formally notify the faculty member of any complaint or grievance filed against a faculty member and will follow the procedures prescribed for due process. In most cases, personnel documents maintained in those files will be duplicates of documents in the primary personnel file. In all cases, the documents in those files will be available for review by the faculty member.

D. Content
State law requires that the University permit the public to have access to the following employment related information about: name, age, date of original employment or appointment to State service, the terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the university has the written contract or a record of the oral contract in its possession, current position, title, current salary, date and amount of each increase or decrease in salary, with the university, date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with the university, date and general description of the reasons for each promotion with the university, date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the university. If the
disciplinary action was a dismissal, a copy of the written notice of the final decision of the Chancellor setting forth the specific acts or omissions that are the basis of the dismissal, the office to which the employee is currently assigned.

To the extent allowed by applicable law (e.g., Article 7 of Chapter 126 of the General Statutes of North Carolina), all other information contained in the personnel file is confidential and shall not be open for inspection and examination except to the following persons:

(1) The employee, applicant for employment, former employee, or his properly authorized agent, who may examine his own personnel file in its entirety except for (i) letters of reference solicited prior to employment, or (ii) information concerning a medical disability, mental or physical, that a prudent physician would not divulge to a patient. An employee's medical record may be disclosed to a licensed physician designated in writing by the employee;

(2) The supervisor of the employee;

(3) Members of the General Assembly who may inspect and examine personnel records under the authority of G.S. 120-19;

(4) A party by authority of a proper court order may inspect and examine a particular confidential portion of a State employee's personnel file; and

(5) An official of an agency of the federal government, State government or any political subdivision thereof. Such an official may inspect any personnel records when such inspection is deemed by the department head of the employee whose record is to be inspected or, in the case of an applicant for employment or a former employee, by the department head of the agency in which the record is maintained as necessary and essential to the pursuance of a proper function of said agency; provided, however, that such information shall not be divulged for purposes of assisting in a criminal prosecution, nor for purposes of assisting in a tax investigation; and

(6) Any person or corporation to which the Chancellor determines release of such information is essential as allowed by General Statute §126-24.

All evaluative documents will be contained in the primary personnel file. Evaluative materials or summaries thereof prepared by peer committees as part of a regular evaluation system are placed in the primary personnel file when signed by a representative of the committee. In particular, official copies of Personnel Action Dossiers, as outlined in Part XII. of the ECU Faculty Manual, including documentation submitted by faculty for consideration in the tenure, reappointment and promotion processes, shall reside in the primary personnel file.

No material obtained from an anonymous source shall be placed in the primary personnel file except for data from student opinion surveys. Data from student opinion surveys shall be submitted by the authorized surveying agent to the
faculty member and the unit administrator. Administrators shall not keep secret files.

A faculty member who objects to material in the primary personnel file or other personnel records may place in the file a statement relating to the material the faculty member considers to be inaccurate or misleading. This concise statement shall be submitted to the custodian for inclusion as an attachment to the specific document. A faculty member who objects to material in the primary personnel file because it is inaccurate or misleading may seek the removal of such material from the primary personnel file in accordance with Appendix Y of the Faculty Manual, including appeal to the State Personnel Commission.

E. Access
The unit administrator is responsible for providing faculty member's access to their personnel file during regular business hours with advance notice to the unit administrator. Advance notice of at least 4 calendar days is required so that the file can be gathered from other offices, if necessary, and so that confidential documents, as specified in D.1 (above), can be removed. The unit administrator must make arrangements to have office staff available to oversee the review process to ensure the integrity and safekeeping of the records and to assist in making copies of the file, if applicable.

Faculty members are encouraged to examine their primary personnel file often, subject to certain restrictions of state law. Faculty members may examine other files containing personnel records subject to the same restrictions. A faculty member may obtain copies of any materials that are not restricted by State law in the personnel.

F. Disclosure of Confidential Information
Willful disclosure of confidential information or unauthorized access to a personnel file by any person violates State law and University regulations and may result in disciplinary action under University regulations. Any person, who knows of these violations but does not act, has neglected his or her duties and may also be disciplined in accordance with University regulations.

IX. Amendment Procedure
Amendment procedures are subject to the University's Regulation on Policies, Rules, and Regulations. The Faculty Senate will consider amendments to ECU Faculty Manual, Appendix C, Personnel Policies and Procedures that are proposed by any full-time member of the faculty, by any faculty committee, or by any member of the administration of East Carolina University. Amendment(s) submitted to the Faculty Senate for consideration shall be handled as any other item of legislation which comes before the senate. If the senate approves such a proposed amendment, the senate shall submit the proposed amendment to the chancellor and, if approved by the chancellor, the amendment will be forwarded to the board of
trustees for its approval. Consideration by the board of trustees is not required if the chancellor has final authority to enact the amendment.

X. Effective Date
All provisions of these policies and procedures shall become effective on the date they are approved by the East Carolina University Board of Trustees or its designee.

APPENDIX: Faculty Personnel File Checklists

FACULTY PERSONNEL FILE CHECKLIST
(Division of Academic Affairs)

Your primary personnel file is located in the office of your Code Unit Administrator and may be reviewed at any time during regular business hours with advance notice to the custodian of records or his/her designee. Advance notice is required so that your files can be gathered from other offices, if necessary, and so that confidential documents, like references for initial employment or certain medical information, as described in the General Statutes of North Carolina, can be removed. The custodian of records will need to make arrangements to have office staff available to oversee the review process to ensure the integrity and safekeeping of the records and to assist in making copies, if you request same. While reasonable efforts will be made to provide you with quick access to your file, it may take some time to make the necessary arrangements. Multiple copies of the same document may be limited.

Please note that you cannot add to or remove documents from your personnel files at the time you review your files. If you have concerns about documents in your files, please bring them to the attention of the custodian of records. You can object to inaccurate or misleading information in your files by putting your objections in a written statement to your Code Unit Administrator, who will add your statement to the file(s) you are concerned about.

Removal of offensive materials may be sought in accordance with the procedures in Appendix Y of the ECU Faculty Manual.

Location of Records Related to Employment:
_____ Code Unit Administrator's Office
_____ Dean's Office
_____ Academic Department Chair's Office in Professional Schools
_____ Vice Chancellor for Academic and Student Affairs' Office
_____ Department of Human Resources

Other Files Containing Personnel Records May be Located:
_____ Equal Employment Opportunity/Affirmative Action Office
_____ University Attorney's Office
_____ Faculty Senate Office
Please note that reference letters solicited prior to employment and medical records that a prudent physician would not disclose to his/her patient shall not be disclosed to you and should be kept in a sealed envelope that can be easily removed from your file. Additionally, medical records related to a medical condition or disability should be maintained in a separate envelope. Questions about your personnel records should be directed to the Faculty Senate Office or the University Attorney’s Office.

FACULTY PERSONNEL FILE CHECKLIST
(Division of Health Sciences)

Your primary personnel file is located in the office of your Code Unit Administrator and may be reviewed at any time during regular business hours with advance notice to the custodian of records or his/her designee. Advance notice is required so that your files can be gathered from other offices, if necessary, and so that confidential documents, like references for initial employment or certain medical information, as described in the General Statutes of North Carolina, can be removed. The custodian of records will need to make arrangements to have office staff available to oversee the review process to ensure the integrity and safekeeping of the records and to assist in making copies, if you request them. A reasonable number of copies will be provided at no cost to the faculty member. While reasonable efforts will be made to provide you with quick access to your file, it may take some time to make the necessary arrangements.

Please note that you cannot add to or remove documents from your personnel files at the time you review your files. If you have concerns about documents in your files, please bring them to the attention of the custodian of records. You can object to inaccurate or misleading information in your files by putting your objections in a written statement to your Code Unit Administrator, who will add your statement to the file(s) which concern(s) you. Removal of inaccurate or misleading materials may be sought in accordance with the procedures in Appendix Y of the ECU Faculty Manual.

Location of Records Related to Employment:

_____ Code Unit Administrator’s Office
_____ Dean’s Office
_____ Academic Department Chair’s Office
_____ Center Administrator’s Office (ex. Center for Advancement of Health)
_____ Department Section Head’s Office
_____ Vice Chancellor for Health Sciences Office
_____ Department of Human Resources

Other Files Containing Personnel Records May be Located:

_____ Equal Employment Opportunity/Affirmative Action Office
_____ University Attorney’s Office
_____ Faculty Senate Office

Additional Records for Physician Faculty - located at Brody SOM and Pitt County Memorial Hospital:

_____ Medical Faculty Practice Plan Benefits Office
_____ Managed Care Office
ECU Physicians Credentialing Office
PCMH Credentials Verification Office (Medical Staff Support)

This notifies you that certain the Division of Health Sciences or other ECU offices (including, but not limited to, University Attorney, Equal Employment Opportunity, Compliance, BSOM Risk Management, CME, etc.) may maintain records (including, but not limited to, attendance records for mandatory training sessions, orientation, and CME programs; routine audits of medical records and billing documentation; Quality Assurance; malpractice; etc.) related to your employment and which may constitute personnel records. Should you wish to verify whether such offices maintain records related to your employment, you may contact the specific office for further information regarding your records within the Office of the Vice Chancellor for Health Sciences.

Please note that reference letters solicited prior to employment and medical records that a prudent physician would not disclose to his/her patient shall not be disclosed to you and should be kept in a sealed envelope that can be easily removed from your file. Additionally, medical records governed by General Statute, if any, would be maintained in a separate envelope. Questions about your personnel records should be directed to the Faculty Senate Office or to the University Attorney’s Office.

Revised:
Faculty Senate Resolution #94-05, March 1994
Faculty Senate Resolution #96-4, March 1996
Faculty Senate Resolution #97-20, April 1997
Faculty Senate Resolution #97-43, December 1997
Faculty Senate Resolution #99-7, March 1999
Faculty Senate Resolution #00-12, March 2000
Faculty Senate Resolution #09-05, April 2005
Faculty Senate Resolution #06-11, July 2006
Faculty Senate Resolution #10-83, September 2011

Interpretation made to Section VI., February 1990
University Self-Study
Program Prioritization and Recommendations
East Carolina University
January 16, 2012

This document contains summary analyses of academic units and their programs at East Carolina University in terms of productivity, quality, and centrality. It also includes a set of recommendations regarding future program investment. The Self-Study is authored by the Program Prioritization Committee (PPC) as part of its charge from Chancellor Ballard issued in May 2011. Before submission of this Self-Study, the PPC circulated two drafts (11/15/2011 and 12/16/2011) and actively sought feedback from members of the University community. A second study, dealing with the potential for reorganization is scheduled for spring semester, 2012. For additional information concerning these processes, please visit http://www.ecu.edu/ppc/.
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INTRODUCTION

East Carolina University, like other major public universities across this country, has a mission of instruction, scholarship and research, service, and engagement. The vision for ECU directs the institution to achieve leadership in a selected number of strategic directions while delivering excellent undergraduate and graduate degree programs and making significant contributions to the economic vitality of eastern North Carolina and beyond.

Current funding is under continuing downward pressure and few new resources are available for investment in strategic priorities. The University must use existing resources in the most efficient manner possible within and across all divisions. As an important part of its efforts to increase the efficient use of limited resources, the University will prioritize academic programs. This prioritization process will create a roadmap for investment and reallocation over time. Our view of program prioritization is a positive one which emphasizes the importance of self-study and reflection that yields deeper understanding of our academic and service programs and the resources needed to support them. The process will identify opportunities for longer-term reallocation that will enable us to better achieve our mission. The intent is for this important process to be as inclusive and transparent as possible. In addition to this document, a web-site containing the work of the Program Prioritization Committee (PPC) is found at http://www.ecu.edu/ppc/. The entire campus community has been encouraged to provide ideas and feedback for this University Self-Study and all aspects of its content.

The program prioritization process is evidence that East Carolina will not settle for mediocrity because of external factors such as budget reductions. The intent of the PPC is to strengthen our academic programs through strategic reallocation of resources between and within units. The PPC will also attempt to provide suggestions about helpful combinations of programs that could increase efficiency and/or increase collaborative opportunities. As an institution, we wish to continue our path to excellence. Prioritizing what we do is a means to that end. Our prioritization process, as designed, also provides clear evidence of our University’s strong commitment to processes that are both inclusive and transparent.

-The Program Prioritization Committee

Finally, all readers are reminded that the PPC and the Chancellor have emphasized that any changes to academic programming that result from the recommendations contained here will take time. Methodical reallocation of resources associated with planned changes can hopefully align with the natural tempo of resignations and retirements. Still, that intended pace could be violated if the institution is faced with significant additional budget cuts. Even then, the lines of communication will remain open to all as we cope with these difficult times that put us and our institution to the test.
PROGRAM PRIORITIZATION COMMITTEE (PPC)

<table>
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<tr>
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Members of the PPC were appointed by Chancellor Ballard in April of 2011. These appointees are not delegates and are not intended to represent anything except the best interest of the entire University community. They are entrusted with this perspective and are committed to being good stewards. This table of committee members is intended for your use. Feel free to contact any member of the committee with questions or concerns about any aspect of the prioritization process.

BACKGROUND

This University Self-Study culminates from a process that was designed in May and June of 2011. The design of this prioritization process has provided for as much inclusiveness and transparency as is possible while moving ahead at a relatively crisp pace to achieve data acquisition (quantitative and qualitative from internal and external sources), data analysis and synthesis, intelligence, and recommendations. The purpose of this document is to provide documentation of the prioritization process, to provide analytic results, and to provide recommendations to the Chancellor. The final Self-Study was due to the Chancellor by 01/16/2012 and was developed after receiving significant feedback on the analyses and the recommendations that were reported in two previous drafts, 11/15/2006 and 12/16/2006. The importance of thoughtful response to previous drafts of this Self-Study was
emphasized as a key part of the larger process and the resulting volume and quality of the feedback are large and the importance cannot be over-stated.

The design of our process was informed from several key sources and represents a combination of best practices that the PPC discovered and integrated into our own ECU version. A primary source is Robert C. Dickeson’s recent book entitled Prioritizing Academic Programs (Wiley, 2010). In addition, several committee members attended national webinar(s) based on Dickeson’s work. While providing design guidance, these exposures also confirmed the basic need to engage such a process during these difficult times and inventoried the high (national) frequency of campus engagements in prioritization processes. The Committee was also drawn to several successful and recent efforts to prioritize academic programs, most notably at Indiana State University and Washington State University. Their clear emphases on careful process design that is inclusive and transparent heavily influenced ECU’s design.

Inclusiveness is illustrated by the high frequency of meetings that the Committee has attended with departments, colleges, individual faculty, and the Faculty Senate. The number of email and telephone exchanges involving one or more aspects of this process numbers in the hundreds. The Committee has listened very carefully and has modified forms, data, scoring rubrics, and documents in response to suggestions from ECU faculty, staff, and administrators. Transparency is witnessed in the accumulation of key documents located on the PPC web site www.ecu.edu/ppc/. Here, anyone may view departmental data (quantitative templates and narratives), college self-studies (indicating their own priorities and investment opportunities), data corrections and updates, feedback on earlier drafts, and this University Self-Study. Other important documents are also located there.

Figure 1 summarizes the essential flow of information between the PPC, the Colleges, and the Departments. Greater descriptive detail is found within each section of this Self-Study that deals more directly with that specific aspect. Departmental data, which included quantitative indicators and qualitative narrative, were supplied to the PPC and college offices by August 15, 2011. College Self-Studies, based on departmental data and preliminary productivity concerns expressed by the PPC, were drafted for comment by September 30 and rendered in final form by November 1. The flows were actually much more iterative and multidirectional than can be portrayed here. For example, PPC met with colleges and departments to discuss the design and content of data templates. Data templates were partially pre-populated with centrally held data and units were granted freedom to correct documented errors. PPC interacted with deans to assist with the design of their self-studies and then attended all college forums. A draft of the rubric to be used by committee members in scoring the units was circulated for comment and placed on the PPC web site before final adoption. In sum, program prioritization has been a very collaborative enterprise at ECU. The final result can only be as good as the depth and breadth of this collaboration.
Before moving into the details of the program prioritization process and some of the results, a few qualifiers are necessary. The use of “program” in this document is relatively fluid. Much of the data analysis contained herein is actually focused on departments/schools. Much of that focus is necessitated by the institutional use of the “department” as the highest resolution of data acquisition, management, and retrieval at ECU, i.e., there are few input or output data (especially in terms of budgets and personnel) kept below the departmental level of organization. However, the committee has accessed multi-year enrollment and degrees-awarded data for individual programs (degrees, concentrations, minors, certificates). The departmental templates (original and corrected) and the college self-studies contain a wealth of information on all of these program types. Analysis involved 9 colleges, the Brody School of Medicine, and includes 70 departments/schools. While PPC received information about the newly created Honors College and School of Dental Medicine, these were not included in this analysis. In addition, two graduate degree programs (Coastal Resources Management PhD, MS Sustainable Tourism) that reside within the Division of Research and Graduate Studies have not been scrutinized by the PPC but currently are under review by the Vice Chancellor for Research and Graduate Studies. A report on these two degree programs is expected upon completion of those
reviews. Finally, while the PPC received a data template from the Department of Comparative Medicine within the BSOM, their mission is University-wide (research infrastructure and support/animal care and use), they are not tied strongly to any degree program(s), and their funding source is significantly from F&A (non-state). In addition, as the analysis proceeded, it became evident that the Department of Biostatistics, without a degree program, also occupies a unique position among departments with a mission focused on service instruction and research consulting.

An overview of college self-studies follows immediately. The process employed and aggregate results are reported. After that section, focus is placed on analyses of individual departments.

**COLLEGE SELF-STUDIES**

**PROCESS**

College offices and the PPC received departmental-level data templates and narratives on (or before) August 15, 2011. The PPC provided guidelines for developing college self-studies on September 1, 2011. The Deans had seen drafts of these instructions several weeks in advance and were prompted for feedback. They assisted in the design of these products. A preliminary list of initial program concerns was attached to these self-study guidelines (at the Deans’ request) and these initial concerns placed focus upon issues of instructional and scholarly productivity. Quality and centrality dimensions had not yet been analyzed at the unit level. Many of these initial concerns were associated with low-enrollment programs.

Instructions to the Deans on September 1, 2011 read as follows:

> As you know, there is much left to do as we evaluate ECU’s academic programs and we certainly need your help in this phase of discovery. We are now requesting your reaction to the information supplied thus far. As the college or school leader, the dean has the unique insight necessary for any critical examination of the unit’s various components.

> Therefore, we are asking that you carefully examine the Program Data Template(s) and the PPC’s initial list of concerns and then provide us with a draft of your College Self-Study. The intent of this step is to provide the college/school with freedom in prioritizing its own activities. The exact process for conducting and writing the College Self-Study is left to you. You may decide to prepare this yourself or you may involve your leadership team with faculty representation. When submitted to the PPC, this draft of the self-study should simultaneously be distributed to the faculty and all members of your college/school community. Feedback should be encouraged. The draft also will form the basis for an open college forum to be held no later than October 14. The College Self-Study should be in final form and submitted to the PPC by November 1.

> In developing your College Self-Study, please follow these guidelines:

1. Each college/school must provide a rating of top priority, middle priority, and low priority programs, although there is no required ranking within each of these categories. Note that “programs” may refer to entire departments, degree programs, concentrations, minors, or certificates.

2. In justifying these program ratings, especially those that are of highest or lowest priority within the college/school, please react to the templates and PPC concerns in a short narrative
style using the tabular format suggested (see Part A on the next page). This would be the place to include clarifications or a defense or amplification if you so choose.

3. In Part B of the Self-Study please paint the college’s larger picture. Include any information that you feel is important but has somehow been left out of the documents (templates and PPC initial concerns) and omitted from the process to date. You should also include any proposed corrective actions to address concerns of productivity, quality, and/or centrality within your college.

4. The entire College Self-Study document should not exceed 10 pages. The scale of the document should be designed to be roughly proportionate to the scale of the college, i.e., large college produces larger document.

Please submit your College Self-Study in draft form to the PPC and your college/school no later than September 30, 2011. Thank you.

Drafts of these College Self-Studies were written and then distributed to the college communities and submitted to the PPC on September 30. The drafts were uploaded to the PPC web-site (http://www.ecu.edu/ppc/). Along with important narratives, each self-study provided a summary table using the following format.

<table>
<thead>
<tr>
<th>Department</th>
<th>Program</th>
<th>Overall Priority</th>
<th>Productivity Comments</th>
<th>Centrality Comments</th>
<th>Quality Comments</th>
<th>Opportunity</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAAA</td>
<td>AAA1</td>
<td>HIGH</td>
<td></td>
<td></td>
<td></td>
<td>Invest</td>
</tr>
<tr>
<td></td>
<td>AAA2</td>
<td>MIDDLE</td>
<td></td>
<td></td>
<td></td>
<td>Return</td>
</tr>
<tr>
<td></td>
<td>AAA3</td>
<td>HIGH</td>
<td></td>
<td></td>
<td></td>
<td>Invest</td>
</tr>
<tr>
<td>BBBB</td>
<td>BBB1</td>
<td>LOW</td>
<td></td>
<td></td>
<td></td>
<td>Return</td>
</tr>
<tr>
<td></td>
<td>BBB2</td>
<td>LOW</td>
<td></td>
<td></td>
<td></td>
<td>Return</td>
</tr>
<tr>
<td></td>
<td>BBB3</td>
<td>MIDDLE</td>
<td></td>
<td></td>
<td></td>
<td>Invest</td>
</tr>
<tr>
<td></td>
<td>BBB4</td>
<td>LOW</td>
<td></td>
<td></td>
<td></td>
<td>Return</td>
</tr>
<tr>
<td></td>
<td>BBB5</td>
<td>MIDDLE</td>
<td></td>
<td></td>
<td></td>
<td>Invest</td>
</tr>
<tr>
<td>CCCC</td>
<td>CCC1</td>
<td>MIDDLE</td>
<td></td>
<td></td>
<td></td>
<td>Maintain</td>
</tr>
<tr>
<td></td>
<td>CCC2</td>
<td>LOW</td>
<td></td>
<td></td>
<td></td>
<td>Return</td>
</tr>
</tbody>
</table>

College-level faculty forums were held to consider the content of their self-studies and to generate feedback. These (13) important forums observed the following schedule.

<table>
<thead>
<tr>
<th>COLLEGE</th>
<th>DATE</th>
<th>TIME</th>
<th>PLACE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAHS</td>
<td>October 4</td>
<td>5:00 PM</td>
<td>HSB 1410</td>
</tr>
<tr>
<td>CAHS</td>
<td>October 5</td>
<td>8:00 AM</td>
<td>HSB 1345</td>
</tr>
<tr>
<td>COE</td>
<td>October 12</td>
<td>3:30 PM</td>
<td>Speight 129</td>
</tr>
<tr>
<td>CHE</td>
<td>October 14</td>
<td>2:00 PM</td>
<td>Rivers 105A</td>
</tr>
<tr>
<td>CHHP</td>
<td>October 14</td>
<td>3:10 PM</td>
<td>Belk 1501</td>
</tr>
<tr>
<td>CON</td>
<td>October 6</td>
<td>2:30 PM</td>
<td>HSB 1120</td>
</tr>
<tr>
<td>CFAC</td>
<td>September 16</td>
<td>Noon</td>
<td>Jenkins Auditorium</td>
</tr>
<tr>
<td>CFAC</td>
<td>October 14</td>
<td>Noon</td>
<td>Jenkins Auditorium</td>
</tr>
<tr>
<td>HCAS</td>
<td>October 3</td>
<td>3:00 PM</td>
<td>MSC 244</td>
</tr>
<tr>
<td>HCAS</td>
<td>October 17</td>
<td>3:00 PM</td>
<td>MSC 244</td>
</tr>
<tr>
<td>CTCB</td>
<td>October 12</td>
<td>3:30 PM</td>
<td>Bate 1032</td>
</tr>
</tbody>
</table>
Final versions of college self-studies were submitted to college communities and to the PPC by November 1, 2011. They were uploaded to the PPC web site. Given the PPC’s desire to provide substantial freedom to the colleges in suggesting their own priorities, these college self-studies play a very significant role in shaping ECU’s future priorities. These college-level documents (the summary tables and the accompanying narratives) have been scrutinized very carefully by the committee. It is clear that the colleges invested greatly in these essential products. The college writing teams are commended for jobs very well done.

**AGGREGATE RESULTS of COLLEGE SELF-STUDIES**

It is clear from analysis of the self-studies that ECU’s colleges and schools discern relative strengths and weaknesses of their departments and the programs that they house. They provide clear summary insights into the central analytic attributes of productivity, quality, and centrality at the unit and program level. They indicate important contextual aspects of performance that could be masked by over-reliance on general indicators. Most importantly the colleges have illustrated a clear potential for effective resource allocation/reallocation. They have accomplished this through critical self-reflection and by assigning three levels of priority to departments, schools, and programs (High, Middle, Low) and by assigning four levels of investment opportunity (Invest, Maintain, Reduce, Eliminate). These categories are assigned in recognition of the unit and programmatic levels of productivity, quality, and centrality. The assignment of these categories to units and their academic programs clearly reflects strategic analysis at the collegiate level.

In the aggregate, college assessment of unit and program priorities is summarized in Figure 2. Of the 277 “programs” that were assessed in terms of college-level priorities, 50, or about 16% (1 out of 6) are regarded as low priority. Roughly equal portions of these programs (about 42% each) are regarded as middle or high priority.
Figure 2. The distribution of academic program priorities across three ordinal categories as assigned by the colleges and schools.

Close scrutiny of the individual college summary tables reveals greater willingness (or ability) on the part of some colleges to discriminate/prioritize. In fact, nearly two-thirds of the low-priority items are found in just two colleges. This feature of college self-study outcomes has not been lost on the PPC and has been accounted for in its deliberations as it begins to draft recommendations. Individual (both drafts and final versions) college Self-Studies are found at [http://www.ecu.edu/ppc/selfstudies.cfm](http://www.ecu.edu/ppc/selfstudies.cfm).

In addition to asking each college to assign a priority level to units and to programs housed within units, the colleges were tasked with assigning levels of investment opportunity (Invest, Maintain, Reduce, or Eliminate). In the aggregate, college assessment of future investment opportunities is summarized in Figure 3. Of the 277 “programs” that were assessed in terms of investment potential, 48 (about 17%) are targeted for reduction (right-sizing) or elimination. The colleges and schools have identified 67 (nearly 1 out of 4) programs as worthy of future investment (growth/development). According to the colleges, the majority of programs (167, roughly 60 percent) should be maintained (at essentially current levels of investment).
As was the case in establishing priorities, identifying areas that might be reduced or eliminated is concentrated within just two colleges (69 percent of the programs identified). In addition, many of the items selected for possible reduction or even elimination are certificate programs or concentrations within existing degree programs and will yield little volume in direct savings. However, there are notable exceptions that provide a starting point for designing a University-wide prioritization and resource allocation/reallocation plan. Colleges were provided opportunities to participate in this process and they will continue to be important collaborators. In the next section of this University Self-Study, the assessment of individual departments in terms of productivity, quality, and centrality is examined. First, the process will be summarized and then summary results will be offered.

**PPC DEPARTMENTAL SCORING AND ANALYSES**

**Process**

Three evaluative dimensions were established/reported by ECU’s Educational Policies and Planning Committee (EPPC) in April 2010 to be used as the basis for program prioritization (please see the EPPC’s full reports at [http://www.ecu.edu/ppc/eppcreport.cfm](http://www.ecu.edu/ppc/eppcreport.cfm)). These three dimensions are (the EPPC's Framework): program productivity, program quality, and program centrality. Based on that inherited Framework, a draft of the PPC’s Program Data Template was first issued to the Deans for comment on June 10, 2011. Subsequently, PPC met with college leadership teams (including departmental chairs and
school directors) to secure feedback on this instrument’s design and the indicators used to measure the three dimensions. After considerable feedback from deans, chairs and faculty, 110 data items were included in the final template for fiscal years 2009, 2010, and 2011 (please see the basic template design at http://www.ecu.edu/samktg/acad/aa/ppc/dl/PPCDataTemplate.pdf). Thus, the most recent complete three year snapshot of departmental inputs and outputs is used for quantitative portrayals of units’ productivity, quality, and centrality. Each indicator included in the template relates (directly or indirectly) to assessment of units and programs on at least one of the three dimensions. A data dictionary was created and supplied to units in order to provide additional clarity and to enhance standardization of responses (http://www.ecu.edu/samktg/acad/aa/ppc/dl/PPCDataDictionary.pdf).

The template was issued to 72 department chairs and school directors on July 15, 2011. The deans were “copied” on this transmission. The distributed templates contained about 50 percent of the data items completed from centrally held data sources (IPAR, Registrar, OGC, SEDONA, Ramses, etc.). Units were invited to examine and correct any data errors along with their justification. The corrected templates were submitted to the Deans and to the PPC on August 15, 2011. Subsequently, the Honors College and School of Dental Medicine were excused from this portion of the process (they had no data).

The data templates submitted by departments and schools contain two important parts. Part I (quantitative) contains the 110 indicator values and Part II (qualitative) contains a key narrative written by each of the departments/schools. The intent was to provide opportunity for context and qualitative analysis. Units were encouraged to provide comparison with peer units (external to ECU) and to describe internal strengths/weaknesses. Instructions to departments and schools for composing the narratives are provided here:

The maximum page limit for all requested narratives is four (4) pages total (with at least 11 point font and normal margins). In addition, no individual narrative of the four requested (Productivity, Centrality, Quality, Opportunities) should exceed 1.5 pages. Given the importance of these documents, they are expected to contain compelling evidence and to be very well written. You are encouraged to use bulleted lists whenever possible.

(A) **Productivity.** Please provide evidence that program(s) contained within the unit are highly productive. You may highlight and synthesize information from Part I. You may qualify numbers contained in Part I that require additional context. You may emphasize qualitative aspects about the unit’s programs that are not captured in Part I. You may compare the productivity of the unit’s programs with those of benchmark programs (if that is attempted, please indicate the benchmark set).

(B) **Centrality.** Please provide evidence that program(s) contained within the unit are essential to achieving the University’s mission and contribute significantly to the *Strategic Action Plan, 2010-13*. The connectivity of programs to key instructional, creative and research, and service directions is an essential aspect of this analysis. Any statement concerning societal needs (e.g., the growth of external demand) should be situated here.

(C) **Quality.** Please provide evidence that the program(s) contained within the unit are of the highest quality. Here, the greatest concern is for the quality of outcomes (not inputs). The nature (significance, volume) of recognitions for faculty, students, and alumni that originate from outside the University is important. Indicators of innovation and impressive outcomes within instructional, research, and service programs should be evidenced here. You may compare the quality of program outcomes with those of benchmark programs (the same set used in narrative A).

(D) **Opportunity (SWOT) Analysis.** Most of the analysis involved in program prioritization, whether quantitative or qualitative, is necessarily historic in nature. With a vision for the future, how might the unit’s program(s) be re-
purposed or re-configured to achieve higher levels of productivity, or centrality, or quality? This particular exercise might be best thought of as a SWOT (strengths/weaknesses/opportunities/threats) Analysis. The focus should be on a realistic statement of potential program adaptation. Given the circumstances, this should not become a simple request for additional funding. If there are potential benefits from program consolidation or new partnerships (on or off campus) this is the time and place to hear about them.

It is important to understand that these templates (including the quantitative indicators and the narratives) formed the basis (intelligence) for much of the college self-studies and the PPC’s subsequent scoring of each department/school on each of the three dimensions. The PPC was instructed (and frequently reminded) to read unit narratives very carefully as they placed quantitative measures into the meaningful context. These narratives played a crucial role in committee scoring and assessments. In general, these statements were of very high quality and assisted greatly in forming meaningful contexts for understanding the units.

The PPC scoring process involved about one month of very intense effort. Each unit (of the 70 departments or schools) was scored by five (5) committee members, with a mix of faculty and administrators. The scoring by the committee made use of a standardized rubric, which had been discussed with the deans and had been uploaded to the PPC website for general feedback. The summary of that 4-page rubric is provided here for context (please see the next page).

There are three categories of activity types, e.g., instructional, scholarly, and research, within each dimension providing a 3x3 matrix of scores. Centrality categories include instructional, mission, and societal need. These category scores are summed to provide overall productivity, quality, and centrality scores. Total scores, in turn, are the simple summation of overall productivity, quality, and centrality. As a result of this (additive) approach, it is possible to compensate for a low score in one category with a high score in another. Individual categories of activity are scored using the following ordinal scale.

General Scoring (1-5) of Individual Categories:
1= the data pattern (evidence) suggests a significant weakness within the category,
2= the data pattern (evidence) suggests a cause for concern within the category,
3= the data pattern (evidence) suggests an expected level within the category,
4= the data pattern (evidence) suggests a strong performance within the category, and
5= the data pattern (evidence) suggests an exemplary performance within the category.

Note that the maximum possible score within a cell is 5, the maximum within a dimension is 15 (3*5), and the maximum (Total) across the three dimensions is 45 (3*15). The minima possible are 1, 3, and 9 respectively. It is very important to reiterate and to emphasize that a score of 3 assigned by any reviewer to any cell indicates that a unit is assessed to be at an expected level in that aspect of performance.
## Summary of the PPC Scoring Rubric

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Category 1 (1-5)</th>
<th>Category 2 (1-5)</th>
<th>Category 3 (1-5)</th>
<th>Dimension Score (3-15)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Productivity</strong></td>
<td>Instructional (SCH, degrees, majors, loads, contact hours)</td>
<td>Scholarly (Juried and refereed items, books, External $)</td>
<td>Service (Internal, external, reviews, patient care)</td>
<td>__________</td>
</tr>
<tr>
<td><strong>Quality</strong></td>
<td>Instructional (honors &amp; awards, student engagement, SOIS, grades)</td>
<td>Scholarly (Citations, reviews, honors, F&amp;A recovery)</td>
<td>Service (Offices, honors, leadership, regional engagement)</td>
<td>__________</td>
</tr>
<tr>
<td><strong>Centrality</strong></td>
<td>Instructional (Foundations, connectivity, inter-disciplinarity)</td>
<td>Mission (Instructional alignment, scholarly alignment, Impact)</td>
<td>Societal (Student demand, labor demand, duplication)</td>
<td>__________</td>
</tr>
<tr>
<td><strong>Unit Total Score (9-45)</strong></td>
<td></td>
<td></td>
<td></td>
<td>Total Score = __________ (9-45)</td>
</tr>
</tbody>
</table>
The complete rubric (the front page and one page each for scoring productivity, quality, and centrality) can be found at http://www.ecu.edu/samktg/acad/aa/ppc/dl/PPCScoringRubric.pdf. Before scoring could commence, committee members spent at least one full session in consideration of each of the three dimensions and their indicators. Note that the dimensions include important aspects of instruction, scholarship, and service. In many instances, the PPC examined external forms of data, i.e., outside the department data templates and the college self-studies. For example, when considering the notion of “centrality,” the committee reviewed The Condition of Education 2011 (National Center for Educational Statistics, US Department of Education) to get a better feel for national trends in student demand. In order to achieve greater familiarity with societal demand for graduates, the committee spent a full session on the Bureau of Labor Statistics (BLS), National Employment Matrix with projections to 2018. The committee found recent reports from Georgetown University’s Center on Education and the Workforce (http://cew.georgetown.edu/) to be quite useful in assessing societal need, e.g., Help Wanted (2010), What’s It Worth? (2011), and Stem (2011). In order to be more sensitive to the alignment of individual units to ECU’s Strategic Directions and Operational Objectives, the committee spent a portion of one session reading and discussing the current strategic plan. Other forms of external material were also called upon as needed, e.g., the committee accessed the reports of external reviewers that are part of ECU’s ongoing program review and assessment. These external insights provided very valuable contextual information.

As mentioned earlier, the PPC also accessed program-level, i.e., degree program, data providing majors enrolled (fall snapshots) and degrees awarded (annual). In response to several units’ concern for use of generic student credit hour production, the committee carefully examined the UNC-GA funding formula matrix (4 categories by three degree levels) and the number of derived faculty. These derived (expected) faculty FTE were then compared to actual faculty FTE. These comparisons have assisted in identifying areas that are relatively under-staffed (or over-staffed) given instructional demands.

Initial Aggregate Results and Concerns

With five sets of scores achieved for each department on each of the three dimensions, the PPC carefully examined its scoring of the units. For example, the committee looked carefully at the scoring tendencies of individuals and the range of scores that resulted for any individual unit. Figure 4 illustrates the aggregate scoring of 5 reviewers for the 70 units scored while Figure 5 focuses on the range in total scores for individual departments across their 5 reviewers.
Please recall (see rubric) that the maximum score from five reviewers on any dimension for any unit is $(5\times15=) 75$. As can be discerned from Figure 4, the median Productivity score (including aspects of instruction, scholarship, and service) is 54, the median Quality score is 52, and the median Centrality score is 57. With five scorers and an expected value of 3 within any cell of the rubric, an expected score is $(5\text{ scorers} \times 3 \text{ cells} \times 3) 45$ on any one dimension. Thus, most units do fall above expected levels of productivity, quality, and centrality, i.e., median scores are above expected scores. Median values and expected values have provided key benchmarks for unit assessment on each dimension. Total scores range from 102 to 205. Figure 5 is useful in highlighting the rather large range in scores, which became an issue of considerable concern to the committee. In discussions, it was evident that the committee had difficulty in scoring Brody School of Medicine (BSOM) units and also that a few reviewers might be systematically scoring high or low all (Brody and non-Brody) units depending on differing perceptions/expectations.
Based on these concerns and the size of this range in assessment of individual units, PPC decided to discount the minimum and maximum scores in each of the 70 cases. The extremes (min & max) were removed and “Olympic Scoring” was adopted. While more complicated approaches were recognized and entertained, the simplicity of this approach (especially when communicating to a broad audience) was compelling. In addition, the PPC decided to separate analysis of the 18 BSOM units from those 52 not in the BSOM. At least part of the rationale for this analytic separation resides with the very significant differences that exist in funding streams and missions.

**Revised (Olympic) Unit Scoring**

Table 1 contains descriptive statistics for the revised (Olympic) scoring outcomes. Extreme values (min/max) have been removed. Note that BSOM units are included in this aggregate overview.
Table 1. Descriptive statistics for all 70 unit scores after min/max have been removed (Olympic Scoring). These aggregate descriptions include BSOM units, n=70.

<table>
<thead>
<tr>
<th></th>
<th>Prod</th>
<th>Qual</th>
<th>Cent</th>
<th>Total</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valid</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>Missing</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Mean</td>
<td>31.36</td>
<td>30.23</td>
<td>32.40</td>
<td>93.99</td>
<td>4.36</td>
</tr>
<tr>
<td>Median</td>
<td>32.00</td>
<td>30.00</td>
<td>33.50</td>
<td>97.00</td>
<td>4.00</td>
</tr>
<tr>
<td>Std Deviation</td>
<td>5.256</td>
<td>5.522</td>
<td>6.608</td>
<td>14.809</td>
<td>2.786</td>
</tr>
<tr>
<td>Skewness</td>
<td>-.202</td>
<td>-.429</td>
<td>-.325</td>
<td>-.320</td>
<td>1.397</td>
</tr>
<tr>
<td>Std. Error of Skewness</td>
<td>.287</td>
<td>.287</td>
<td>.287</td>
<td>.287</td>
<td>.287</td>
</tr>
<tr>
<td>Minimum</td>
<td>21</td>
<td>17</td>
<td>10</td>
<td>61</td>
<td>0</td>
</tr>
<tr>
<td>Maximum</td>
<td>42</td>
<td>41</td>
<td>44</td>
<td>121</td>
<td>15</td>
</tr>
</tbody>
</table>

Please note that with three scorers, a maximum score of 45 (3*15) is possible on each dimension while the maximum possible total score (Total = Prod + Qual + Cent) is 135. The median productivity score is 32, the median quality score is 30, and the median centrality score is 33.5. Total scores range from a minimum of 61 to a maximum of 121 with a median of 97. The distributions of scores on the individual dimensions and the composite Total are contained in Figure 6 (also includes BSOM units). Please note analytic focus is placed on unit performance on each dimension in terms of its comparison to median and expected values. As a direct result of important feedback from the campus, the Total score has been abandoned as a primary analytic dimension.

![Figure 6. Distributions of Productivity, Quality, Centrality, and Total Scores for 70 Units (Olympic Scoring). Includes BSOM units (n=70). The Total score has been abandoned in assessing units.](image-url)
Use of Olympic Scoring resulted in the reduction of the median range in (Total) scoring across reviewers for individual departments from 11 to 4. A very few units with troublesome ranges were fully discussed by the committee and rescored as necessary. In one case, a unit was scored three times before consensus was reached. The greater difficulty associated with assessing levels of quality and centrality was noted throughout the process by the Committee and the campus. The scoring for each unit (across 5 and then 3 scorers) was brought to the full committee and each department’s scores were carefully examined and discussed by the full committee. These resulting scores are the responsibility of the full committee. Given very strong reaction to the collapse of the three dimensional scores into a single Total score, which was then used to rank units, the total score was eliminated from the analysis as was the derived rank order.

**Individual Unit Scoring and Analysis**

With these aggregate PPC scoring characteristics now assembled, the current section of the Self-Study will focus attention on the scoring of individual units on each of the three dimensions. These are contained in Table 2 (52 non-BSOM units) and Table 3 (18 BSOM units). Each of these tables includes a unit prefix, a college prefix, the unit’s full name, the unit’s Productivity score (instruction, scholarship, and service), the unit’s Quality score (instruction, scholarship, and service), and the unit’s Centrality score (instructional, mission, and societal). A unit rating also is provided in Table 2 and this simply indicates the number of times a unit surpasses the median score on each of the three dimensions, e.g., 3A departments fall above the median in each of the three dimensions, 2A in two of three, 1A in one, and B units are below the median score in each of the three dimensions. However, the reader is reminded that a score of three (3) in any cell of the scoring rubric (see page 13) indicates a value at the “expected” level of performance. With adoption of Olympic scoring, the expected level of performance on any one dimension is indicated by an aggregate score of 27 (3 scorers*3 cells/dimension*3). As mentioned earlier, Total scores (the collapse of all nine rubric cells into one aggregate index) proved to be unnecessary to the task of prioritizing and was found objectionable for much of the University community and they were subsequently dismissed as an analytic device and removed from the Self-Study.

Once again, the process of assigning these scores seen in Table 2 involved close scrutiny, discussion, and negotiation by the full committee. These reported scores are the product of the full committee’s deliberation. Please see the next two pages for Table 2, which contains these committee scores.

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**Note:** The median scores for the 52 (non-BSOM) units contained in Table 2 are:

- Productivity = 32,
- Quality = 30,
- Centrality = 30.
Table 2. PPC scoring of individual departments on Productivity, Quality, and Centrality (excludes BSOM units). Prod= productivity score. Qual= quality score. Cent= centrality score. A/B= above or below median on dimension. Rate= number of times unit is above median. Units are reported by alphabetical order within colleges (also continued on next page).

<table>
<thead>
<tr>
<th>College of Allied Health Sciences (CAHS)</th>
<th>Prod</th>
<th>A/B</th>
<th>Qual</th>
<th>A/B</th>
<th>Cent</th>
<th>A/B</th>
<th>RATE</th>
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<td>18</td>
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<td>A</td>
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<td>23</td>
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<td>24</td>
<td>B</td>
<td>23</td>
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<td>33</td>
<td>A</td>
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<td>40</td>
<td>A</td>
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<tr>
<td>RCLS Recreation &amp; Leisure Studies</td>
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<th>A/B</th>
<th>Cent</th>
<th>A/B</th>
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<td>A</td>
<td>34</td>
<td>A</td>
<td>33</td>
<td>A</td>
<td>3A</td>
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<tr>
<td>FINA Finance</td>
<td>32</td>
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<td>31</td>
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<td>33</td>
<td>A</td>
<td>31</td>
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<th>Cent</th>
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<td>BITE Business &amp; Info Tech Education</td>
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<td>20</td>
<td>B</td>
<td>20</td>
<td>B</td>
<td>B</td>
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<tr>
<td>CRIN Curriculum &amp; Instruction</td>
<td>33</td>
<td>A</td>
<td>29</td>
<td>B</td>
<td>38</td>
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<tr>
<td>HACE Higher, Adult, &amp; Counselor Education</td>
<td>28</td>
<td>B</td>
<td>25</td>
<td>B</td>
<td>27</td>
<td>B</td>
<td>B</td>
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<td>LEED Educational Leadership</td>
<td>23</td>
<td>B</td>
<td>17</td>
<td>B</td>
<td>22</td>
<td>B</td>
<td>B</td>
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<tr>
<td>LIBS Library Science</td>
<td>24</td>
<td>B</td>
<td>18</td>
<td>B</td>
<td>19</td>
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<tr>
<td>MSITE Math, Science, &amp; Instructional Technology</td>
<td>28</td>
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<table>
<thead>
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<th>College of Nursing (CON)</th>
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<th>A/B</th>
<th>Qual</th>
<th>A/B</th>
<th>Cent</th>
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<tr>
<td>NURS College of Nursing</td>
<td>39</td>
<td>A</td>
<td>37</td>
<td>A</td>
<td>43</td>
<td>A</td>
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</table>
While median scores have been used in Table 2 as the primary benchmark for relative comparisons of units on each dimension (Productivity, Quality, and Centrality), the reader is reminded that an expected level of performance on any single dimension would be assessed as a score of 27, which is lower than the median in each dimension’s case (medians for Productivity, Quality, and Centrality are 32, 30, and 30 respectively). Thus, most of our (non-BSOM) ECU academic units are performing at a level above expectations and some impressively so. By this analysis, only twelve (12) academic departments are assessed to be below productivity expectations, eighteen (18) academic departments are below expected levels of quality, and fifteen (15) academic departments are judged to be less central.

Another aspect that should be considered as these results are interpreted is the greater difficulty encountered in measuring and assessing the notions of quality and centrality. That difficulty is discussed in greater detail later in this report. Finally, one of these units, Biostatistics (BIOS), should be singled out as unique. It is the only unit within this group that has no degree program. As a direct result, many of the indicators were measured at a zero level. Biostatistics plays an important role in providing ECU students and faculty access to advanced quantitative analysis through its instructional programming and consulting services. It should be regarded as an important part of ECU’s research infrastructure for students and faculty.
Cluster Analysis

An additional analysis provides clustering of units into relatively homogenous groupings (using Ward’s hierarchical approach to cluster analysis). These results are appended to the more basic outcomes highlighted in Table 2. The 52 (non-BSOM) units are located in 3-D space as indicated in Figure 7.

![Placement of 52 Departments (Excludes BSOM) in 3-D Space (Productivity, Quality, and Centrality)](image)

Figure 7. The 52 Non-BSOM Academic Units Located in Productivity/Quality/Centrality Space.

The location of each unit within this 3-D space is determined by the PPC scores on each dimension (excluding the extreme min/max as explained earlier and described as Olympic Scoring). Figure 7 illustrates some of the basic output from this cluster analysis to yield a 5-group solution. Five clusters of relatively homogeneous academic units occupy the three dimensional space of Productivity, Quality, and Centrality seen in Figure 8.
Figure 8. Dendogram and Scree Plot Associated with Cluster Analysis Used to Create Five Relatively Homogeneous Academic Unit Groupings (in terms of full committee assessment of Productivity, Quality, and Centrality).

Membership within these five relatively uniform clusters is highlighted in Figure 9. The five clusters are briefly described with the bases for their groups’ relative uniformities.
Figure 9. Unit membership within the five homogeneous groups (based on Productivity, Quality, Centrality).

Excludes BSOM units (n=52).

**Group One** academic units exhibit considerable strength in each of the three dimensions. They are each highly productive (in terms of instruction, scholarship, and service), of very high quality (in all aspects), and are central to ECU’s mission while filling an important societal demand. These units are regarded as ECU’s academic finest. Even casual inspection of the group suggests a variety of ways/paths to achieve this overall success. This variety of units also attests to the range in values that the scoring process brought to bear upon the analysis of academic programs at ECU.

**Groups Two and Three** academic units share very similar “Total” scores but arrive at their high total scores for two very distinctive reasons. Group Two’s distinguishing characteristic equates with their very high level of centrality that derives from internal centrality (instructional centrality and alignment with strategic directions) and their external centrality (student and societal demand). In contrast, Group Three’s high standing is most attributable to the quality of these programs in terms of their instructional programs, research or scholarly achievements, and service (especially in terms of regional engagement).

**Group Four** academic units do not possess aggregate strength in terms of the three dimensions being assessed (do note that there might be a more specific or distinctive strength reflected within a particular cell of the scoring rubric). As a group, they tend to be performing right at expected levels (27 indicates attainment of an expected level on any one dimension) of assessed Productivity (instructional, scholarly, and/or service), Quality (in terms of instructional, scholarly, and/or service programs), and Centrality.

<table>
<thead>
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<th>Ward Method</th>
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<td>96.83</td>
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<td>12</td>
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<tr>
<td>Std Deviation</td>
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<td>3 Mean</td>
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<td>33.45</td>
<td>29.55</td>
<td>96.00</td>
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<td>9</td>
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<tr>
<td>4 Mean</td>
<td>27.53</td>
<td>25.93</td>
<td>27.20</td>
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<tr>
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<td>5 Mean</td>
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<tr>
<td>Std Deviation</td>
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<tr>
<td>Std Deviation</td>
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**Group #1**
BIOL, NURS, CSDI, KINE (EXSS), THEA, ECON, PSYC, ACCT

**Group #2**
MATH, ENGL, CRIN, HE&P, FINA, PHYS, MUSC, PADP, CHEM, IDMR, TSYS, COMM

**Group #3**
GEOL, MSCM, CDFR, RCLS, SOCI, MGMT, OCCT, ART, GEOG, MIS, NUTR

**Group #4**
REHB, PTHE, HIST, JUST, HSIM, MSITE, POLS, CSCI, PHIL, HACE (COAD), ENGR, HMG, SOCW, FORI, BIOS

**Group #5**
ANTH, BITE, CMGT, CLSC, LEED, LIBS (LSIT)
(including internal and/or external aspects). In some cases, lower scores might be due to the relative newness of the unit and its programs to ECU. The maturity aspect was taken into consideration as the prioritization process moved into the recommendation phase.

**Group Five** academic units, when compared with previous groupings, are assessed at levels below expectation. Each of these units is also below the median values on Productivity, Quality, and Centrality. These academic units required additional and careful scrutiny as the prioritization process moved into the recommendation phase. A large volume of useful feedback was received on each of these units after distribution of the first draft (11/15/2011) of the *Self-Study*. As indicated earlier and reiterated here, concerns for the measurement of Centrality (especially) and Quality typified much of that feedback from the University community. All of this feedback was employed to address the development of recommendations.

**Brody School of Medicine Scoring and Analysis**

As indicated earlier, the 18 BSOM units have been isolated from the (52) previous units in order to achieve greater levels of reliability and validity in scoring them in terms of productivity, quality, and centrality. Their collective uniqueness stems from several sources including: state funding (not funded through use of the standard enrollment funding formula), the complexity of instructional programming (all participate to varying degrees in the education of MDs but some also house PhD programs and provide service courses for other units within the Health Sciences Division), important aspects of non-instructional missions (clinical activities, funded research), and the significant mixture of state and non-state funding sources at the individual faculty member level. All of this yields difficulty for properly aggregating the activities of the individuals and the units. PPC devoted several sessions to discussion of the Brody units and their scoring. Table 3 provides the basic scoring of BSOM units on the three dimensions of Productivity, Quality, and Centrality.
Table 3. BSOM Units (18) scored on Productivity, Quality, Centrality, and Total. Reported in alphabetical order.

As was the case in Table 2, median scores have been used in Table 3 as the primary benchmark for relative comparisons of BSOM units on each dimension (Productivity, Quality, and Centrality). The reader is once again cautioned that an expected level of performance on any single dimension would be assessed as a score of 27, which is lower than the median score in each dimension’s case (medians for Productivity, Quality, and Centrality are 34, 34, and 39 respectively). Thus, most of the BSOM units are performing at levels that are well above expectation and some impressively so. By this analysis, only three (3) BSOM academic departments are assessed to be below productivity expectations, only one unit performs below the expected level of quality, and only one unit is judged to be less central.

Another aspect that should be considered as these results are interpreted is the greater difficulty encountered in measuring the notions of quality and centrality. In the case of the Department of Bioethics and Interdisciplinary Studies, subsequent clarification and amplification by the unit and the Dean concerning the key instructional roles played by that unit within and outside BSOM, suggested an underestimation of the Centrality score.

While there is some variability, the BSOM and its constituent parts are deemed highly central to the mission of this University to serve the health needs of our region (societal need). In addition, most of the individual units contribute significantly to the education of physicians (including medical students, residents, and fellows) so they possess an instructional centrality that is also substantial. Many of the faculty housed within BSOM also contribute in a significant way to important instructional programs outside the School, e.g., SODM, Allied Health, and Nursing. Given these three elements (instructional,
mission, and societal), it is not surprising that all of these units score well on the centrality dimension. The notable exception, as mentioned earlier, is HUMS (Bioethics and Interdisciplinary Studies). Its instructional centrality was likely understated during the assessment process. New information about units like this was used to inform the development of recommendations.

In assessing productivity levels, the distinction between the clinical departments and the more basic life sciences is essential. The basic science departments host small and research intensive PhD programs. Their productivity (normalized by faculty FTE) must be heavily weighted in terms of external research funding (with the gold standard being NIH funding) and publication in well-respected bioscience journals. In the case of the clinical departments, these units’ productivity should be assessed more heavily in terms of clinical hours provided and revenues generated (normalized by faculty FTE). These units also have potential for significant applied research that should result in clinical trials (external revenue) and/or intellectual property (disclosures, patents, and licenses).

For individual BSOM units, quality is difficult to assess. Some of this difficulty stems from the notable absence of data. Indicators of quality employed by the committee placed focus on the frequency of citations, the generation of competitive external research awards that generate F&A, regional engagement through integration of clinical and research activities, and honors received for teaching, research, and service.

LIMITATIONS AND QUALIFICATIONS

As expected, any process like this one, which has involved the acquisition, management, analysis, and interpretation of large volumes of quantitative and qualitative data, is attended to with difficulties. Some of these difficulties were highlighted during the period between November 15, 2011 (First draft of the Self-Study) and December 16, 2011 (Second Draft of the Self-Study). The PPC received numerous emails in response to the initial draft, heard compelling feedback during its University Forum held on 11/30/2011, and received highly organized and effective responses from the colleges (and units) during a series of deans’ interviews involving no less than seven hours of face-to-face testimony. Prior to interviews, deans were prompted with two basic requests: 1) to indicate a few departments or schools that had been under-valued during the prioritization process to date and to argue why that assessment should be altered; and 2) to indicate the highest investment priorities for the college and any possible reallocations within the college that might assist with funding these priorities.

All of this feedback has been employed to direct PPC toward the best possible recommendations regarding the future status of academic programming at East Carolina University. This new information was not used to re-score departments (as seen in Tables 2 and 3) but it was used to assist in forming recommendations. Before moving to these important recommendations, a summary statement of frequently expressed concerns and probable analytic limitations is provided here in order to appropriately qualify the PPC’s recommendations. Any use of these recommendations should reflect these limitations.
Given this need for summarizing limitations, the PPC also must simultaneously reaffirm that it worked diligently to arrive at as deep an understanding of ECU’s academic units as possible as it moved toward the development of the recommendations reported in the next section. This study represents thousands of hours of investment by our University community, including the assembly/provision of quantitative and qualitative data by departments, colleges, and support offices. At the time of the release of the final version of University Self-Study on 12/16/2011, the full Committee had met in formal session 30 times since its initial organizational meeting held on May 5, 2011. There had been numerous additional meetings with college leadership teams, during college and university forums, with individual units, and with many individual faculty and administrators. Each Committee member also devoted a minimum of 65 to 70 hours of formal outside “homework” in preparation for working sessions. All of this effort was devoted to assembling the best understanding of our academic departments, and the programs that they host, as humanly possible. To a very good extent, that mission (of discovery) was been achieved.

Despite these best efforts, there are clearly limitations to these analyses (discovery efforts) that are intended to provide a basis for making recommendations concerning academic departments and their programs. Some of these limitations have been known to the Committee and largely unavoidable (e.g., the accelerated time frame for the work was inherited). Many limitations and concerns that were expressed since the initial release of the first draft of the Self-Study coincide with the Committee’s acknowledged concerns but there are others to be acknowledged here. To be fair to the large volume of response to the initial draft of the Self-Study, concerns and related limitations are summarized here. They are grouped for purposes of efficiency. Please note that all data corrections and updates along with feedback to drafts are contained on the PPC web site.

**Committee Composition.** The composition of the Committee, because it had the potential to disadvantage some units, was a frequently expressed concern. Most of those who expressed this concern were also clear to imply no intended bias but felt that a nuanced knowledge of disciplines is important to understanding them, scoring them, and making recommendations that affect them. Despite its best efforts to study all units in like fashion, it is certainly possible that understanding could be improved with disciplinary representation. This issue was mitigated to some extent with a large volume of smaller scale meetings involving units and individuals. The committee was consistently and frequently reminded of its university-wide responsibility and the importance of achieving the greater good. The Committee’s commitment to receiving and acting upon important feedback (responses from individuals, departments, and colleges) is also an important part of the nuanced learning that took place to arrive at good recommendations.

**Measurement Issues.** The PPC’s task to measure units on the key dimensions of Productivity, Quality, and Centrality is admittedly very difficult. Campus feedback pointed to measurement of Centrality as particularly problematic. All expressions of concern in this regard claimed an understatement of units’ centrality. The three aspects of centrality (instructional, mission, and societal demand) were aggregated with simple summation and this is one basis for that concern. It was not uncommon for a unit to score well in one aspect of centrality and less so in others, perhaps obscuring a strength. The Committee
received impressive clarification and amplification concerning this dimension from an array of units and
the colleges. All of the feedback was used to inform subsequent recommendations (in draft and final
form).

Data Quality. While the quantitative data templates received a great deal of attention after release of
the first Self-Study draft, it is very important to recognize the wide variety of “data” that PPC read, saw,
and listened to. All of it has been important to the process and ranges from departmental narratives, to
college self-studies, to the university forum, to the deans’ interviews, and numerous statements from
individual units and faculty members. All of this “data” contributed to the development of PPC
recommendations. The PPC relied heavily on the efforts of the departments to provide templates and
narratives of the highest possible quality. That effort, and resulting quality, varied substantially. A
significant effort was made to clean the data submitted by units and several departments contacted PPC
with corrections and clarifications. With this concern in mind, and to assure that departments were
casting themselves in the best possible light, all units were invited to inspect their templates and to
issue corrections if it was felt that those corrections might affect assessment in a material way.
Corrected and updated data are contained on the PPC web site. PPC also is grateful for reports from the
Department of Biostatistics which assisted some units in finding errors of omission or commission within
their quantitative data templates. As mentioned earlier in this report, the Committee’s relative difficulty
in assessing Quality and Centrality is at least partly tied to the nature of indicator items and their
reporting by the units.

Weighting Schemes. Indexing the measurement of Productivity, Quality and Centrality involved the
collapse of indicators into a single score for each dimension through simple summation (uniform
weights of 1). Many colleges and several individual units expressed a desire for a differentially weighted
scheme, i.e., some items being more important than others. While this type of approach had been
considered by the Committee, it became clear that each unit (and certainly college) desired an alternate
scheme. As a result, the un-weighted approach is the method adopted and could understate the
contributions of any unit within a given dimension. For example, this (un-weighted summation) is one of
the reasons that Centrality emerged as a difficult notion to measure. All units see themselves as being
highly central in one fashion or another. PPC made a concerted effort to place additional emphasis on
unique strengths/contributions when pointed out by units and colleges in their responses to the first
draft of the Self-Study.

The Size Effect. While size (alone) was never an explicit departmental attribute used to score units in
terms of Productivity, Quality, or Centrality, an important analysis was shared with the campus
community and it clearly illustrated a significant correlation between the aggregate (Total) scores
assigned by PPC and the size (measured primarily by faculty FTE) of the units. The relationship was
illustrated to be nonlinear with much greater sensitivity at smaller size levels. This was an important
finding for the Committee as it moved toward making recommendations. The actual nature of this
relationship remains unknown. Some argue that the correlation simply reflects economies of scale
while others suggest that larger units have received greater historic investment (primarily in faculty
positions) based on their historic Productivity, Quality and Centrality. While this correlation might not
be causal in nature, the Committee remained sensitive to that possibility as it moved to the recommendation stage.

While there were many additional detailed concerns expressed by individual departments and colleges, the groupings above summarize those concerns that are more common and more widely shared. The intent is to clearly communicate these limitations to any and all users of the information contained in this *Self-Study* and the recommendations that derive from it. This statement of limitations was called for by the campus at large and PPC concurs with this need.

**SUMMARY AND RECOMMENDATIONS**

The analyses and recommendations reported in this document remained in draft form and the process continued to receive careful consideration by the University community until final recommendations were submitted to the Chancellor on January 16, 2012. Continued engagement with the process was encouraged throughout.

As indicated earlier, the intent of this critical self-examination, which have taken place at departmental/school, college, and university levels, is to inform subsequent recommendations concerning the expansion, maintenance, or reduction of ECU’s academic units and the programs that they host. Given anticipated budgetary pressures, this provides a reasonable and rational way for moving forward. Implicit in the prioritization process is its potential manifestation as a program of strategic resource allocation/reallocation, with broad-based input from all campus quarters. In addition, this set of recommendations could be used to inform reactions to additional budget cuts.

The recommendations are intended to detail a clear set of programmatic priorities and a road map for future academic program investments. These priorities provide the essential ingredients for a strategic action plan to map the efficient future growth of the University in the near-term, 5-10 years. It is a responsibility of this institution to attain this internal clarity in the face of increased external environmental uncertainty. Ultimately, this difficult and equally important process provides the needed framework. To that end, this program prioritization process is devoted to making East Carolina University a stronger institution as we emerge from a difficult time in our state’s and our nation’s histories. This measured response is a sign of our emergent strength.

PPC requested continued and careful consideration of the *second draft* (12/16/2011) of the *University Self-Study*. The campus community was invited to make comments to any committee member (please see page 3 for a table of members with contact information). PPC received a large volume of important feedback throughout this 6-month study period and invited continued response as it move toward a final version to be presented on 01/16/2012.
Recommendations

The recommendations that follow were in draft form until the final University Self-Study was submitted to the Chancellor on 01/16/2012. PPC encouraged thoughtful feedback in order to develop the strongest set of recommendations for our University as possible.

PPC recommendations are couched in terms of a short-term investment strategy, i.e., 5-10 years, that will assist the University in designing a reasonable and rational program of reallocation in the face of very limited resources, and/or in responding to possible budget cuts that must not be implemented in an across-the-board (convenient) fashion as has been our practice between 2008 and 2011. These recommendations are put in place to help ECU cope during difficult times.

The PPC employed a number of considerations in arriving at its recommendations for investing (I), maintaining (M), reducing (R), or eliminating (E) academic programs. Certainly the discovery/evaluation phase of the work, which has been reported earlier in this document, plays an important role because it facilitated PPC’s understanding of academic units and their programs. However, it has been recognized from the start, that investments should not simply be based on the current levels of (evaluated) performance, i.e., a simple reallocation from lower achieving units to higher achieving units. Current levels of achievement are important but could mask valuable opportunities.

Because the Committee valued and respected the judgments that originated with the units (SWOT analyses contained within unit narratives) and the colleges (college self-studies and deans’ interviews), these statements have played vital roles in arriving at these recommendations. While there are a few notable differences between such local recommendations and those of the PPC, the Committee did listen very carefully to these local recommendations in all cases. They always weighed heavily in developing the recommendations reported here. Responses to the second draft of the University Self-Study were very carefully considered by the PPC during two sessions before release of the final version.

A fundamental notion that the PPC has employed in its deliberations throughout the development of these recommendations is a generalized version of the concept of return on investment (ROI). The fundamental question in this regard involves assessing the level of increased Productivity, or Quality, or even Centrality, which might be achieved with greater expenditure on a unit and selected programs within. The UNC funding formula, and the comparison of actual FTE with the derived number, played an important role in assessing this concept. It has become quite apparent that some units’ outcomes are highly constrained by a lack of appropriate FTE (or other forms of investment such as facilities/space in a few cases).

A final consideration employed by the PPC in developing its recommendations involves unit focus and mission. One of the aspects of academic program development through time that warrants scrutiny is the simple expansion in the number of programs within units and the potentially harmful diversity of programming that could detract from the strength of core programs. The Academy seems to be quite
energetic in adding programs and has a much more difficult time in suggesting that we might do less of something. The net result is described by some as “program bloat.” As a result, one of the Committee’s frequent recommendations is for a unit to reallocate internally in order to refocus resources on those activities deemed most important (core mission).

Equipped with the considerations indicated above, Table 4 (52 non-BSOM units) and a BSOM summary section (following Table 4) provide summaries of PPC recommendations. Once again, these remained in draft form until finalized and submitted to the Chancellor on 01/16/2012. PPC remained open to all questions and concerns. PPC has been keenly aware that the strength of these recommendations is proportional to the involvement of the University community in assisting with their development.

Finally, all readers are reminded that the PPC and the Chancellor have emphasized that any changes to academic programming that result from these recommendations will take time. Methodical reallocation of resources associated with planned changes can hopefully align with the natural tempo of resignations and retirements. Still, that intended pace could be violated and acceleration might be needed if faced with significant additional budget cuts to the institution. Even then, the lines of communication will remain open to all.

Table 4. PPC Recommendations for Academic Programs at ECU (not including BSOM). Units are organized by College. The PPC recommendations (PPC heading) follow college recommendations (College heading).

<table>
<thead>
<tr>
<th>College</th>
<th>Dep’t</th>
<th>Program</th>
<th>Name</th>
<th>College</th>
<th>PPC</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>College of Allied Health Sciences</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAHS</td>
<td>BIOS</td>
<td>Unit</td>
<td>Biostatistics</td>
<td>Maintain</td>
<td></td>
<td>Important unit in the possible development of a school of public health</td>
</tr>
<tr>
<td>CAHS</td>
<td>BIOS</td>
<td>Instruct</td>
<td>Non-degree program/service courses</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Should consider expansion to graduate-level degree program(s)</td>
</tr>
<tr>
<td>CAHS</td>
<td>BIOS</td>
<td>Consult</td>
<td>Service/ research infrastructure</td>
<td>Invest</td>
<td>Maintain</td>
<td>Might use RAs in conjunction with graduate program</td>
</tr>
<tr>
<td>CAHS</td>
<td>CLSC</td>
<td>Unit</td>
<td>Clinical Lab Science</td>
<td>Maintain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAHS</td>
<td>CLSC</td>
<td>BS</td>
<td>Clinical Lab Science</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Very expensive program given its small scale. Historic issues with retention and graduation rates. Must commit to undergraduate expansion with development of targeted DE programming. Clear industry and regional need.</td>
</tr>
<tr>
<td>CAHS</td>
<td>CSDI</td>
<td>Unit</td>
<td>Communication Science &amp; Disorders</td>
<td>Maintain</td>
<td></td>
<td>Exemplary program with high levels of achievement. Given faculty quality,</td>
</tr>
<tr>
<td>CAHS</td>
<td>CSDI</td>
<td>AuD/PhD</td>
<td>Audiology</td>
<td>Maintain</td>
<td>Maintain</td>
<td>having difficult time with retaining faculty. Must be permitted to fill vacancies.</td>
</tr>
<tr>
<td>-------</td>
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<td>-----------</td>
<td>----------</td>
<td>----------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>CAHS</td>
<td>CSDI</td>
<td>PhD</td>
<td>Comm Sci &amp; Disorders</td>
<td>Maintain</td>
<td>Maintain</td>
<td>One of ECU’s only nationally ranked PhD programs</td>
</tr>
<tr>
<td>CAHS</td>
<td>CSDI</td>
<td>BS</td>
<td>Speech &amp; Hearing Sciences</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
</tr>
<tr>
<td>CAHS</td>
<td>CSDI</td>
<td>MS</td>
<td>Speech Pathology</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
</tr>
<tr>
<td>CAHS</td>
<td>CSDI</td>
<td>MS</td>
<td>Speech Pathology (DE)</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
</tr>
<tr>
<td>CAHS</td>
<td>HSIM</td>
<td>Unit</td>
<td>Health Services &amp; Info Management</td>
<td>Maintain</td>
<td></td>
<td>Unit seems to be spread thinly with excessive number of degrees/certificates. Reallocate internally to focus resources on key growth areas, especially informatics.</td>
</tr>
<tr>
<td>CAHS</td>
<td>HSIM</td>
<td>Cert</td>
<td>Health Care Administration</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
</tr>
<tr>
<td>CAHS</td>
<td>HSIM</td>
<td>BS</td>
<td>Health Info Management</td>
<td>Reduce</td>
<td>Eliminate</td>
<td>Through time, accommodate transition to graduate program.</td>
</tr>
<tr>
<td>CAHS</td>
<td>HSIM</td>
<td>MS</td>
<td>Health Informatics &amp; Info Manage</td>
<td>Invest</td>
<td>Invest</td>
<td>This appears to be the near future for this unit. Rapid development within the field. Encouraged to build research program to align with this emphasis.</td>
</tr>
<tr>
<td>CAHS</td>
<td>HSIM</td>
<td>Cert</td>
<td>Health Informatics</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
</tr>
<tr>
<td>CAHS</td>
<td>HSIM</td>
<td>BS</td>
<td>Health Services Management</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Could serve as feeder to new MS.</td>
</tr>
<tr>
<td>CAHS</td>
<td>OCCT</td>
<td>Unit</td>
<td>Occupational Therapy</td>
<td>Maintain</td>
<td></td>
<td>Not as needy in terms of faculty lines as other units within the college according to UNC GA funding formula. Encouraged to strengthen research program associated with field.</td>
</tr>
<tr>
<td>CAHS</td>
<td>OCCT</td>
<td>MSOT</td>
<td>Occupational Therapy</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Very good instructional program. Growth area.</td>
</tr>
<tr>
<td>CAHS</td>
<td>PADP</td>
<td>Unit</td>
<td>Physician Assistant Studies</td>
<td>Maintain</td>
<td></td>
<td>Very high instructional loads. Unique within UNC system. Highly constrained development (access to clinical experiences and faculty recruitment).</td>
</tr>
<tr>
<td>CAHS</td>
<td>PADP</td>
<td>MS</td>
<td>Physician Assistant</td>
<td>Invest</td>
<td>Maintain</td>
<td>High demand for graduates.</td>
</tr>
<tr>
<td>CAHS</td>
<td>PTHE</td>
<td>Unit</td>
<td>Physical Therapy</td>
<td>Maintain</td>
<td></td>
<td>Also operates with very large instructional loads. Encouraged to engage research agenda that could be tied to instructional/curricular development.</td>
</tr>
<tr>
<td>CAHS</td>
<td>PTHE</td>
<td>DPT</td>
<td>Physical Therapy</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Very intense professional (doctoral) program with national ranking in terms of student quality and success.</td>
</tr>
<tr>
<td>CAHS</td>
<td>REHB</td>
<td>Unit</td>
<td>Rehabilitation Studies</td>
<td>Maintain</td>
<td></td>
<td>While operating under similar instructional loads, this unit also has developed research agenda(s). Might need to re-focus attention on fewer programs.</td>
</tr>
<tr>
<td>CAHS</td>
<td>REHB</td>
<td>MS</td>
<td>Rehab Counseling</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Clear avenue for expanded research</td>
</tr>
<tr>
<td>CAHS</td>
<td>REHB</td>
<td>PhD</td>
<td>Rehab Counseling</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
</tr>
</tbody>
</table>
Administration

<table>
<thead>
<tr>
<th>CAHS</th>
<th>REHB</th>
<th>BS</th>
<th>Rehab Services</th>
<th>Maintain</th>
<th>Maintain</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAHS</td>
<td>REHB</td>
<td>MS</td>
<td>Substance Abuse Counseling</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>CAHS</td>
<td>REHB</td>
<td>MS</td>
<td>Vocational Evaluation</td>
<td>Reduce</td>
<td>Eliminate</td>
</tr>
</tbody>
</table>

**Could be reduced or even eliminated with resources redirected toward other MS and PhD levels within unit.**

**College of Fine Arts and Communication**

<table>
<thead>
<tr>
<th>CFAC</th>
<th>ART</th>
<th>Unit</th>
<th>School of Art and Design</th>
<th>Maintain</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>BFA</td>
<td>Art Education</td>
<td>Invest</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>MAED</td>
<td>Art Education</td>
<td>Invest</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>BA</td>
<td>Art History</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>BFA</td>
<td>Fabric Design</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>MFA</td>
<td>Fabric Design</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>MFA</td>
<td>Illustration</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>BFA</td>
<td>Studio</td>
<td>Invest</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>MFA</td>
<td>Studio</td>
<td>Invest</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>BFA</td>
<td>Weaving</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>MFA</td>
<td>Weaving</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>BFA</td>
<td>Wood Design</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>MFA</td>
<td>Wood Design</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>MFA</td>
<td>Studio</td>
<td>Invest</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>BFA</td>
<td>Weaving</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>MFA</td>
<td>Weaving</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>BFA</td>
<td>Wood Design</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>ART</td>
<td>MFA</td>
<td>Wood Design</td>
<td>Maintain</td>
</tr>
</tbody>
</table>

**Very good unit that operates at high levels. Large teaching loads/contact hours. High levels of student engagement. One of the largest and most diverse programs in the state.**

**Emphasize undergraduate investments/teacher preparation.**

**Program is being integrated into BFA in Textile Design.**

**Program is being integrated into MFA in Textile Design.**

**Consider elimination, relatively expensive concentration.**

**Important unit as a face of the university to the region and beyond. In line with funding formula FTE given levels of instructional demand. Will need to define/refine measures of accountability in order to move**
forward. Internal reallocations could be used to strengthen key areas. Must carefully consider programmatic efficiencies through increased programmatic focus and the potential for on-line program development.

<table>
<thead>
<tr>
<th>CFAC</th>
<th>MUSC</th>
<th>Cert</th>
<th>Advanced Performance Studies</th>
<th>Maintain</th>
<th>Maintain</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>Cert</td>
<td>Jazz Studies</td>
<td>Eliminate</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>Minor</td>
<td>Jazz Studies</td>
<td>Eliminate</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Music Education</td>
<td>Invest</td>
<td>Invest</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>MM</td>
<td>Music Education</td>
<td>Maintain</td>
<td>Invest</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Music Therapy</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Performance: Musical Theatre</td>
<td>Eliminate</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Organ Performance</td>
<td>Eliminate</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>MM</td>
<td>Organ Performance</td>
<td>Eliminate</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Performance, Sacred-Organ</td>
<td>Invest</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>MM</td>
<td>Performance, Sacred-Organ &amp; Conduct</td>
<td>Invest</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>MM</td>
<td>Performance: Accompanying, Vocal Pedagogy</td>
<td>Eliminate</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>MM</td>
<td>Performance: Choral conduct, Instrumental conduct, Piano, Voice, Strings, Percussion, Winds, Woodwind or Brass specialist, Piano Pedagogy</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Performance: Jazz Studies Inst/Voc</td>
<td>Invest</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>MM</td>
<td>Performance: Jazz Studies Inst/Voc</td>
<td>Invest</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Performance: Piano Pedagogy</td>
<td>Eliminate</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Performance: Piano, Strings, Voice, Wind, Percussion</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Performance: Sacred Music/Voice</td>
<td>Eliminate</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
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<td>Cert</td>
<td>Suzuki Pedagogy (graduate)</td>
<td>Maintain</td>
<td>Maintain</td>
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<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>Cert</td>
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<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>BM</td>
<td>Theory-Composition</td>
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<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>MUSC</td>
<td>MM</td>
<td>Theory-Composition</td>
<td>Invest</td>
<td>Maintain</td>
</tr>
<tr>
<td>CFAC</td>
<td>THEA</td>
<td>Unit</td>
<td><strong>School of Theatre and Dance</strong></td>
<td><strong>Invest</strong></td>
<td>One of ECU’s exemplary units. Investment recommendations are focused primarily on need for facilities’ investments.</td>
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<td>THEA</td>
<td>BFA</td>
<td>Dance Education</td>
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<td>Maintain</td>
</tr>
<tr>
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<td>BFA</td>
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<td>Invest</td>
<td>Invest</td>
</tr>
<tr>
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<td>BFA</td>
<td>Theatre Arts</td>
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</tr>
<tr>
<td>CFAC</td>
<td>THEA</td>
<td>BA</td>
<td>Theatre Arts</td>
<td>Eliminate</td>
<td>Eliminate</td>
</tr>
<tr>
<td>CFAC</td>
<td>THEA</td>
<td>BFA</td>
<td>Theatre Education</td>
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</table>

**College of Human Ecology**

<table>
<thead>
<tr>
<th>CHE</th>
<th>CDFR</th>
<th>Unit</th>
<th><strong>Child Development &amp; Family Relations</strong></th>
<th><strong>Maintain</strong></th>
<th>High-achieving unit. High scholarly productivity relative to instructional loads. Rapidly developing and unique PhD program.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHE</td>
<td>CDFR</td>
<td>BS</td>
<td>Birth-Kindergarten</td>
<td>Maintain</td>
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<td>CHE</td>
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<td>MAED</td>
<td>B-K Education</td>
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<td>Reduce</td>
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<td>CHE</td>
<td>CDFR</td>
<td>MS</td>
<td>Child Dev &amp; Family Relations</td>
<td>Maintain</td>
<td>Reduce</td>
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<tr>
<td>CHE</td>
<td>CDFR</td>
<td>BS</td>
<td>Child Life</td>
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<tr>
<td>CHE</td>
<td>CDFR</td>
<td>BS</td>
<td>Family and Community Services</td>
<td>Maintain</td>
<td>Maintain</td>
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<tr>
<td>CHE</td>
<td>CDFR</td>
<td>BS</td>
<td>Family and Consumer Sciences</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>CHE</td>
<td>CDFR</td>
<td>MAED</td>
<td>Family and Consumer Sciences</td>
<td>Maintain</td>
<td>Reduce</td>
</tr>
<tr>
<td>CHE</td>
<td>CDFR</td>
<td>MS</td>
<td>Marriage &amp; Family Therapy</td>
<td>Maintain</td>
<td>Maintain</td>
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<tr>
<td>CHE</td>
<td>CDFR</td>
<td>PhD</td>
<td>Medical Family Therapy</td>
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<td>CHE</td>
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<td>License</td>
<td>Pre-school</td>
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<table>
<thead>
<tr>
<th>CHE</th>
<th>HMGT</th>
<th>Unit</th>
<th><strong>Hospitality Management</strong></th>
<th><strong>Maintain</strong></th>
<th>Serves the needs of large industry segment. Is largest program within NC. Productive unit.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHE</td>
<td>HMGT</td>
<td>BS</td>
<td>Hospitality Management</td>
<td>Invest</td>
<td>Maintain</td>
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<table>
<thead>
<tr>
<th>CHE</th>
<th>IDMR</th>
<th>Unit</th>
<th><strong>Interior Design and Merchandising</strong></th>
<th><strong>Reduce</strong></th>
<th>Scholarly productivity is generally below expectations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHE</td>
<td>IDMR</td>
<td>BS</td>
<td>Interior Design</td>
<td>Maintain</td>
<td>Maintain</td>
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<tr>
<td>CHE</td>
<td>IDMR</td>
<td>BS</td>
<td>Merchandising</td>
<td>Maintain</td>
<td>Reduce</td>
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<table>
<thead>
<tr>
<th>CHE</th>
<th>JUST</th>
<th>Unit</th>
<th><strong>Criminal Justice</strong></th>
<th><strong>Maintain</strong></th>
<th>Large undergraduate-oriented unit. Popular major system-wide.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHE</td>
<td>JUST</td>
<td>BS</td>
<td>Criminal Justice</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>CHE</td>
<td>JUST</td>
<td>MS</td>
<td>Criminal Justice</td>
<td>Maintain</td>
<td>Reduce</td>
</tr>
</tbody>
</table>

| CHE  | IDMR | BS   | Interior Design                      | Maintain     | Maintain                                                |
| CHE  | IDMR | BS   | Merchandising                        | Maintain     | Reduce                                                  |
| CHE  | IDMR | BS   | Consolidate apparel and interiors merchandising concentrations. |

| CHE  | IDMR | BS   | Interior Design                      | Maintain     | Maintain                                                |
| CHE  | IDMR | BS   | Merchandising                        | Maintain     | Reduce                                                  |
pressure, logic would dictate an internal reallocation toward the undergraduate program. Maintain at this point and monitor trends.

One of ECU’s most productive units with high levels of instructional and research productivity. This is achieved despite having far fewer faculty than justified by the UNC funding formula.

Continued development of research agenda(s) will require additional graduate-level emphasis.

Continued strong demand for graduates. Productive unit.

Given the importance of the graduate degree within the field, a reorientation of resources from the undergraduate program to the MSW might be warranted.

College of Health and Human Performance

One of ECU’s premiere departments by any measure. Excellent academic programming from top to bottom. Superb quality.

Focus of investments should be directed toward enhanced facilities and graduate-level stipends.

Monitor new on-line delivery and program enrollment.

In process.

Good levels of achievement with relatively large instructional loads compared to UNC GA funding formula.

Currently suspended.

Accredited but lower enrolled. Should be important to possible development of a school of public health.
<table>
<thead>
<tr>
<th>Program</th>
<th>Level</th>
<th>Degree</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>CHHP</td>
<td>HE&amp;P</td>
<td>MA</td>
<td>Health Education</td>
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<tr>
<td>CHHP</td>
<td>HE&amp;P</td>
<td>BS</td>
<td>Public Health Studies</td>
</tr>
<tr>
<td>CHHP</td>
<td>HE&amp;P</td>
<td>MAED</td>
<td>School Health</td>
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<tr>
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<td>HE&amp;P</td>
<td>BS</td>
<td>School Health Education</td>
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<tr>
<td>CHHP</td>
<td>RCLS</td>
<td>Unit</td>
<td>Recreation &amp; Leisure Studies</td>
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<tr>
<td>CHHP</td>
<td>RCLS</td>
<td>BS</td>
<td>Recreational Therapy</td>
</tr>
<tr>
<td>CHHP</td>
<td>RCLS</td>
<td>MS</td>
<td>Recreational Therapy</td>
</tr>
<tr>
<td>CHHP</td>
<td>RCLS</td>
<td>BS</td>
<td>Rec &amp; Park Administration</td>
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<td>College of Business</td>
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<td>BSBA</td>
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<td>BSBA</td>
<td>Leadership Requirement</td>
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<td>Foundations</td>
<td>Financial Wellness</td>
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<td>ACCT</td>
<td>Unit</td>
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</tr>
<tr>
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<td>ACCT</td>
<td>BSBA</td>
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<td>ACCT</td>
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<td>Dev and Planning</td>
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<td>Pro Investment Management Ops</td>
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<td>COB</td>
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<td>Management Info Science</td>
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<td>Cert</td>
<td>Supply Chain Management</td>
</tr>
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<td>Maintain</td>
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<td>COB</td>
<td>Cert</td>
<td>Finance</td>
<td>Maintain</td>
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<td>COB</td>
<td>Cert</td>
<td>Health Care Management</td>
<td>Maintain</td>
</tr>
<tr>
<td>COB</td>
<td>Cert</td>
<td>Hospitality Management</td>
<td>Maintain</td>
</tr>
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<table>
<thead>
<tr>
<th>COB</th>
<th>FINA</th>
<th>Unit</th>
<th>Finance</th>
<th>Invest</th>
</tr>
</thead>
<tbody>
<tr>
<td>COB</td>
<td>FINA</td>
<td>BSBA</td>
<td>Finance with Financial Services</td>
<td>Maintain</td>
</tr>
<tr>
<td>COB</td>
<td>FINA</td>
<td>BSBA</td>
<td>Finance with Managerial Finance</td>
<td>Maintain</td>
</tr>
<tr>
<td>COB</td>
<td>FINA</td>
<td>BSBA</td>
<td>Finance with Risk Mgmt &amp; Ins</td>
<td>Invest</td>
</tr>
</tbody>
</table>

- High levels of instructional productivity.
- Very strong industry demand for graduates. High pass rates on certification exams. Receiving external foundation support.

<table>
<thead>
<tr>
<th>COB</th>
<th>MIS</th>
<th>Unit</th>
<th>Management Information Systems</th>
<th>Maintain</th>
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</thead>
<tbody>
<tr>
<td>COB</td>
<td>MIS</td>
<td>BSBA</td>
<td>Management Information Systems</td>
<td>Maintain</td>
</tr>
</tbody>
</table>

- Highly integrated unit with other programs within college.
- Excellent demand for graduates and high starting salaries.

<table>
<thead>
<tr>
<th>COB</th>
<th>MGMT</th>
<th>Unit</th>
<th>Management</th>
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</thead>
<tbody>
<tr>
<td>COB</td>
<td>MGMT</td>
<td>BSBA</td>
<td>Entrepreneurship Conc</td>
<td>Maintain</td>
</tr>
<tr>
<td>COB</td>
<td>MGMT</td>
<td>BSBA</td>
<td>International Conc</td>
<td>Maintain</td>
</tr>
<tr>
<td>COB</td>
<td>MGMT</td>
<td>BSBA</td>
<td>Management Conc</td>
<td>Maintain</td>
</tr>
</tbody>
</table>

- Highly productive with good level of scholarly productivity compared to peers.
- Much smaller than other two concentrations. Should consider need.
- One of ECU’s largest majors/concentrations.

<table>
<thead>
<tr>
<th>COB</th>
<th>MSCM</th>
<th>Unit</th>
<th>Marketing and Supply Chain</th>
<th>Maintain</th>
</tr>
</thead>
<tbody>
<tr>
<td>COB</td>
<td>MSCM</td>
<td>BSBA</td>
<td>Electronic Commerce Conc</td>
<td>Reduce</td>
</tr>
<tr>
<td>COB</td>
<td>MSCM</td>
<td>BSBA</td>
<td>Marketing Conc</td>
<td>Maintain</td>
</tr>
<tr>
<td>COB</td>
<td>MSCM</td>
<td>BSBA</td>
<td>Supply Chain &amp; Operations</td>
<td>Maintain</td>
</tr>
</tbody>
</table>

- Good unit with high instructional productivity. Should consider reducing concentrations from 3 to 2.
- Very low student demand, consider elimination.
- Continues to be at the heart of the unit. Largest concentration by far.
- Smaller concentration but very high placement.

## College of Education

<table>
<thead>
<tr>
<th>COE</th>
<th>BITE</th>
<th>Unit</th>
<th>Business &amp; Info Tech Education</th>
<th>Reduce</th>
</tr>
</thead>
<tbody>
<tr>
<td>COE</td>
<td>BITE</td>
<td>BSBE</td>
<td>Business &amp; Marketing Ed</td>
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<tr>
<td>COE</td>
<td>BITE</td>
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<td>Business &amp; Marketing Ed Lic</td>
<td>Reduce</td>
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<tr>
<td>COE</td>
<td>BITE</td>
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<td>Business Education</td>
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<tr>
<td>COE</td>
<td>BITE</td>
<td>BSBE</td>
<td>Information</td>
<td>Maintain</td>
</tr>
</tbody>
</table>

- Actual FTE in line with funding formula although scholarly productivity is relatively weak. No apparent scholarly agenda.
- Low enrollment program. Trending downward.
- Eliminate, low and declining enrollment despite on-line availability.
- Energies within this unit, and its resources, should be clearly focused on
<table>
<thead>
<tr>
<th>COE</th>
<th>CRIN</th>
<th>MAED</th>
<th>BS</th>
<th>Cert</th>
<th>MAED</th>
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<tr>
<td>COE</td>
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- **COE** refers to the College of Education.
- **BITE** refers to the Bachelor of Instructional Technology Education.
- **HACE** refers to the Higher, Adult, and Counselor Education program.
- **MAED** refers to the Master of Adult Education.
- **Cert** refers to the Certificate program.
- **BS** refers to the Bachelor of Science.
- **CRIN** refers to the Curriculum & Instruction program.
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<td>Success here is essential to the creation of future STEM pipelines.</td>
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<th>Operating with approximately half of faculty FTE compared to funding formula. New lines would liberate other forms of productivity (scholarly and service).</th>
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<td>Nursing: ANP, FNP, CNM, CNS, CRNA, Ed, Leadership, NNP</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>CON</td>
<td>NURS</td>
<td>BSN</td>
<td>Pre-licensure BSN</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>CON</td>
<td>NURS</td>
<td>BSN</td>
<td>RN to BSN Option</td>
<td>Invest</td>
<td>Invest</td>
</tr>
<tr>
<td>CON</td>
<td>NURS</td>
<td>Certs</td>
<td>Post-MSN Certificates</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
</tbody>
</table>

**College of Technology and Computer Science**

<table>
<thead>
<tr>
<th>CTCS</th>
<th>CMGT</th>
<th>Unit</th>
<th>Construction Management</th>
<th>Reduce</th>
<th>Tied tightly to business cycle and is encouraged to achieve a rational scale for undergraduate enrollments that yields more consistency through time.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTCS</td>
<td>CMGT</td>
<td>BS</td>
<td>Construction Management</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>CTCS</td>
<td>CMGT</td>
<td>MCM</td>
<td>Construction Management</td>
<td>Maintain</td>
<td>Eliminate</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CTCS</th>
<th>CSCI</th>
<th>Unit</th>
<th>Computer Science</th>
<th>Maintain</th>
<th>Maintain</th>
<th>Important STEM discipline.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTCS</td>
<td>CSCI</td>
<td>BS</td>
<td>Computer Science</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Important undergraduate degree which suffers from retention issues.</td>
</tr>
<tr>
<td>CTCS</td>
<td>CSCI</td>
<td>BA</td>
<td>Computer Science</td>
<td>Maintain</td>
<td>Eliminate</td>
<td>Probably not a good fall-back option as commonly portrayed. Reduce or eliminate entirely.</td>
</tr>
<tr>
<td>CTCS</td>
<td>CSCI</td>
<td>MS</td>
<td>Computer Science</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Movement toward on-line presence could benefit enrollments. If not, place clearer focus on software engineering degree, which has demonstrated growth.</td>
</tr>
<tr>
<td>CTCS</td>
<td>CSCI</td>
<td>MS</td>
<td>Software Engineering</td>
<td>Invest</td>
<td>Invest</td>
<td>High growth area. Excellent job opportunities for graduates.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CTCS</th>
<th>ENGR</th>
<th>Unit</th>
<th>Engineering</th>
<th>Invest</th>
<th>Clear opportunity for growth with significant impact on regional development. Unit is creating strong ties with other key programs on campus, e.g., biomedical.</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTCS</td>
<td>ENGR</td>
<td>MS</td>
<td>Biomedical</td>
<td>Invest</td>
<td>Exciting opportunity with rare combination of engineering and medical on one campus.</td>
</tr>
<tr>
<td>CTCS</td>
<td>ENGR</td>
<td>BS</td>
<td>Engineering</td>
<td>Invest</td>
<td>Will emerge as key supplier of advanced problem-solvers for private and public sector industrial activities in the region.</td>
</tr>
</tbody>
</table>

<p>| CTCS | TSYS | Unit | Technology Systems       | Maintain | Highly regarded and productive unit. Has good scholarly productivity despite relatively heavy teaching loads. |</p>
<table>
<thead>
<tr>
<th>Institution</th>
<th>Program</th>
<th>Major</th>
<th>Level</th>
<th>Action</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTCS TSYS BS</td>
<td>Design</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CTCS TSYS BS</td>
<td>Industrial Distribution and Logistics</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CTCS TSYS BS</td>
<td>Industrial Engineering Technology</td>
<td>Reduce</td>
<td>Reduce</td>
<td>Monitor enrollments and eliminate if decline continues.</td>
<td></td>
</tr>
<tr>
<td>CTCS TSYS BS</td>
<td>Information and Computer Technology</td>
<td>Invest</td>
<td>Maintain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CTCS TSYS BS</td>
<td>Industrial Technology</td>
<td>Invest</td>
<td>Maintain</td>
<td>Very large major and a core activity for the unit.</td>
<td></td>
</tr>
<tr>
<td>CTCS TSYS MS</td>
<td>Occupational Safety</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CTCS TSYS MS</td>
<td>Technology Systems</td>
<td>Invest</td>
<td>Maintain</td>
<td>Substantial growth and should be monitored for possible investment.</td>
<td></td>
</tr>
</tbody>
</table>

**Harriot College of Arts and Sciences**

<table>
<thead>
<tr>
<th>Institution</th>
<th>Program</th>
<th>Major</th>
<th>Level</th>
<th>Action</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCAS ANTH Unit</td>
<td>Anthropology</td>
<td>Maintain</td>
<td>Reduce</td>
<td>Could witness modest reduction to faculty FTE without reduction in quality of instructional or scholarly programs.</td>
<td></td>
</tr>
<tr>
<td>HCAS ANTH BA</td>
<td>Anthropology</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCAS ANTH MA</td>
<td>Anthropology</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Could witness modest reduction to faculty FTE without reduction in quality to instructional program.</td>
<td></td>
</tr>
<tr>
<td>HCAS BIOL Unit</td>
<td>Biology</td>
<td>Invest</td>
<td>Invest</td>
<td>Operates successfully with less than half of faculty FTE expected from UNC funding formula. Highly productive and central to many of ECU’s other instructional programs.</td>
<td></td>
</tr>
<tr>
<td>HCAS BIOL BS</td>
<td>Biochemistry</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCAS BIOL BS</td>
<td>Biology</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCAS BIOL MS</td>
<td>Biology</td>
<td>Invest</td>
<td>Invest</td>
<td>Clear need and potential return on any investments to graduate programming including faculty and facilities within this unit.</td>
<td></td>
</tr>
<tr>
<td>HCAS BIOL PhD</td>
<td>Interdisciplinary Biological Sciences</td>
<td>Invest</td>
<td>Invest</td>
<td>Clear need and potential return on any investments to graduate programming including faculty and facilities within this unit.</td>
<td></td>
</tr>
<tr>
<td>HCAS BIOL MS</td>
<td>Molecular Biology &amp; Biotech</td>
<td>Invest</td>
<td>Invest</td>
<td>Clear need and potential return on any investments to graduate programming including faculty and facilities within this unit.</td>
<td></td>
</tr>
<tr>
<td>HCAS CHEM Unit</td>
<td>Chemistry</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Highly central to university instructional mission.</td>
<td></td>
</tr>
<tr>
<td>HCAS CHEM BA</td>
<td>Chemistry</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Serves as important double-major option for other science disciplines with significant value-added at low cost.</td>
<td></td>
</tr>
<tr>
<td>HCAS CHEM BS</td>
<td>Chemistry</td>
<td>Maintain</td>
<td>Maintain</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCAS CHEM MS</td>
<td>Chemistry</td>
<td>Invest</td>
<td>Maintain</td>
<td>Monitor enrollments.</td>
<td></td>
</tr>
<tr>
<td>HCAS ECON Unit</td>
<td>Economics</td>
<td>Maintain</td>
<td>Maintain</td>
<td>A very strong unit with good instructional and scholarly productivity. Consider restoring positions lost.</td>
<td></td>
</tr>
<tr>
<td>HCAS</td>
<td>ECON</td>
<td>MS</td>
<td>Applied &amp; Resource Economics</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>------</td>
<td>-------</td>
<td>-----</td>
<td>--------------------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>HCAS</td>
<td>ECON</td>
<td>BA</td>
<td>Economics</td>
<td>Maintain</td>
<td>Eliminate</td>
</tr>
<tr>
<td>HCAS</td>
<td>ECON</td>
<td>BS</td>
<td>Economics</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>ENGL</td>
<td>Unit</td>
<td>English</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>ENGL</td>
<td>BA</td>
<td>English</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>ENGL</td>
<td>MA</td>
<td>English</td>
<td>Maintain</td>
<td>Reduce</td>
</tr>
<tr>
<td>HCAS</td>
<td>ENGL</td>
<td>PhD</td>
<td>Technical &amp; Professional Discourse</td>
<td>Invest</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>FORL</td>
<td>Unit</td>
<td>Foreign Languages &amp; Literatures</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>FORL</td>
<td>BA</td>
<td>French</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>FORL</td>
<td>BS</td>
<td>French Ed</td>
<td>Maintain</td>
<td>Reduce</td>
</tr>
<tr>
<td>HCAS</td>
<td>FORL</td>
<td>BA</td>
<td>German</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>FORL</td>
<td>BS</td>
<td>German Ed</td>
<td>Maintain</td>
<td>Reduce</td>
</tr>
<tr>
<td>HCAS</td>
<td>FORL</td>
<td>BA</td>
<td>Hispanic Studies</td>
<td>Invest</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>FORL</td>
<td>BS</td>
<td>Hispanic Studies Ed</td>
<td>Invest</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>GEOG</td>
<td>Unit</td>
<td>Geography</td>
<td>Maintain</td>
<td>Reduce</td>
</tr>
<tr>
<td>HCAS</td>
<td>GEOG</td>
<td>BS</td>
<td>Applied Geography</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>GEOG</td>
<td>BS</td>
<td>Geographic Info Sci &amp; Technology</td>
<td>Maintain</td>
<td>Maintain</td>
</tr>
<tr>
<td>HCAS</td>
<td>GEOG</td>
<td>BA</td>
<td>Geography</td>
<td>Maintain</td>
<td>Eliminate</td>
</tr>
<tr>
<td>HCAS</td>
<td>Unit</td>
<td>Discipline</td>
<td>Maintain/Invest</td>
<td>Maintain/Reduce</td>
<td>Notes</td>
</tr>
<tr>
<td>------</td>
<td>------</td>
<td>---------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>GEOG</td>
<td>MA</td>
<td>Geography</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Important for maintaining scholarly productivity.</td>
</tr>
<tr>
<td>GEOG</td>
<td>BS</td>
<td>Urban &amp; Regional Plan</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Enrollments have been relatively flat since accreditation achieved.</td>
</tr>
<tr>
<td>GEOL</td>
<td>Unit</td>
<td>Geology</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Excellent scholarly productivity and reasonable instructional productivity given undergraduate majors and degrees awarded.</td>
</tr>
<tr>
<td>GEOL</td>
<td>BS</td>
<td>Geology</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Continue to expand undergraduate program.</td>
</tr>
<tr>
<td>GEOL</td>
<td>MS</td>
<td>Geology</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Important part of research agendas.</td>
</tr>
<tr>
<td>HIST</td>
<td>Unit</td>
<td>History</td>
<td>Maintain</td>
<td>Reduce</td>
<td>Could witness modest reduction to faculty FTE without reduction in quality of instructional or scholarly programs.</td>
</tr>
<tr>
<td>HIST</td>
<td>BA</td>
<td>History</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Core program within unit.</td>
</tr>
<tr>
<td>HIST</td>
<td>MA</td>
<td>History</td>
<td>Maintain</td>
<td>Maintain</td>
<td>High quality program.</td>
</tr>
<tr>
<td>HIST</td>
<td>MA</td>
<td>Maritime Studies</td>
<td>Invest</td>
<td>Maintain</td>
<td>Monitor for elimination. Refocus on other degree programs.</td>
</tr>
<tr>
<td>HIST</td>
<td>BS</td>
<td>Public History</td>
<td>Reduce</td>
<td>Eliminate</td>
<td>Key central program to all university instructional programs. Good progress in Foundations.</td>
</tr>
<tr>
<td>MATH</td>
<td>Unit</td>
<td>Mathematics</td>
<td>Invest</td>
<td>Maintain</td>
<td>Encourage stronger relationship with teacher preparation programs.</td>
</tr>
<tr>
<td>MATH</td>
<td>BA</td>
<td>Mathematics</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Core program within the unit.</td>
</tr>
<tr>
<td>MATH</td>
<td>BS</td>
<td>Mathematics</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Monitor enrollment.</td>
</tr>
<tr>
<td>MATH</td>
<td>MA</td>
<td>Mathematics</td>
<td>Invest</td>
<td>Maintain</td>
<td>Provides important Foundations Curriculum in efficient manner.</td>
</tr>
<tr>
<td>PHIL</td>
<td>Unit</td>
<td>Philosophy</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Should seek continued expansion of second degree popularity and maintain accounting of this relatively hidden connectivity with other units. This type of value-added should be formalized and marketed.</td>
</tr>
<tr>
<td>PHIL</td>
<td>BA</td>
<td>Philosophy</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Key central STEM discipline. Good productivity levels.</td>
</tr>
<tr>
<td>PHYS</td>
<td>Unit</td>
<td>Physics</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Important interdisciplinary degree program.</td>
</tr>
<tr>
<td>PHYS</td>
<td>BS</td>
<td>Applied Physics</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Has been recast as an important double major and provides foundation for enhanced collaboration with MSITE in COE.</td>
</tr>
<tr>
<td>PHYS</td>
<td>PhD</td>
<td>Biomedical Physics</td>
<td>Invest</td>
<td>Maintain</td>
<td>Redirect resources toward PhD program.</td>
</tr>
<tr>
<td>PHYS</td>
<td>BA</td>
<td>Physics</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Consider redirect resources toward PhD program.</td>
</tr>
<tr>
<td>POLS</td>
<td>Unit</td>
<td>Political Science</td>
<td>Maintain</td>
<td>Reduce</td>
<td>Could witness modest reduction to faculty FTE without reduction in quality of instructional or scholarly programs.</td>
</tr>
<tr>
<td>POLS</td>
<td>BA</td>
<td>Political Science</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Consolidate undergraduate degree.</td>
</tr>
<tr>
<td>POLS</td>
<td>BS</td>
<td>Political Science</td>
<td>Maintain</td>
<td>Maintain</td>
<td>Consolidate undergraduate degree.</td>
</tr>
</tbody>
</table>
BSOM Priorities and Recommendations

The work of the Brody School of Medicine (“the School”) is functionally divided into the work of teaching, the work of research, and the work of providing clinical care, which might really be best characterized as a business, operating in a realm outside of the University, charges fees to the public, and must survive from the revenues it generates. The following priorities and recommendations are couched in terms of these three aspects.

Priorities for Investment

**Teaching:** The School will undergo its accreditation site visit from the Liaison Committee on Medical Education (LCME) in January 2012. The priorities for investment for medical student education will become very clear from the exit interview with the site visit team and from the final report from the Committee, expected in June 2012.

- Similarly, priorities for the MPH program will be set by the accreditation site visit with the Council on Education for Public Health (CEPH) in February 2012.
- Thirdly, the bioscience doctoral programs undergo periodic external reviews under the aegis of the Graduate School. The School takes the resulting reviews to heart in determining the best investments in the basic science doctoral programs.
Research: The School takes significant pride in its leadership role at ECU in federal grant funding and F&A recovery from funded research. While cancer, metabolic and cardiovascular diseases remain major areas of focus for BSOM scientific investigations, there is no escaping the fact that the supervening drivers of federal budget funding for the National Institutes of Health, the National Science Foundation, the Department of Defense and other agencies will provide ultimate research foci.

Clinical Care: Governmental payers are pressuring physicians and hospitals across the nation toward clinical integration (and derived efficiencies), which must be locally defined. ECU Physicians and UHS (soon Vidant Health) are engaged in purposeful discussions about integration on multiple fronts. When this is coupled with the disease “portfolio” that regional patient populations exhibit and a heavy emphasis on indigent care, the priorities for BSOM investments are seen as challenging, fluid, and demand-driven.

Recommendations

- Develop clear recognition that the BSOM exists within the larger ECU institutional context, yet it operates in ways radically different from other parts of the University with challenges, priorities and realities typical of any medical school. This is especially true of the business of ECU Physicians.
- The doubling of the medical student class size was approved by the UNC Board of Governors in 2008 and now awaits stabilization of NC’s economy and public budget to the point of providing the needed financial support to facilitate this expansion. Advocacy across ECU will be vital when the time comes.
- Pursue development of MS in Biomedical Science.
- Allocate new faculty positions to the School when enrollment growth dollars bring new positions to ECU, so the ongoing success with research productivity can be heightened above the midpoint relative to other community based medical schools.
- Support the collaborative work the School is already engaged in with others at ECU (CAHS, CON, H&HP, HCAS, SODM, etc.), e.g., with facilities, funding, positions, and appropriate public relations/marketing.
- Promote new clinical facilities to replace the numerous sites ECU Physicians currently leases throughout Greenville to provide patient care more efficiently and at substantially less expense.

CONCLUSION

As acknowledged frequently within this document and during the prioritization process, current funding for higher education is under continuing downward pressure and few new resources are anticipated.
The University must use existing resources in the most efficient manner possible within and across all divisions. As an important part of its efforts to increase the efficient use of limited resources, the University will prioritize academic programs. The prioritization process described in this document results in a recommended roadmap for investment and reallocation over time. Thus, the University’s view of program prioritization has been a positive one which has emphasized the importance of self-study and reflection in order to yield a deeper understanding of our academic programs and the resources needed to support them. The process has identified opportunities for longer-term reallocation that could, if acted upon, enable us to better achieve our mission. The intent has been for this important process to be as inclusive and transparent as possible. In addition to this document, a web-site containing the work of the Program Prioritization Committee (PPC) is found at http://www.ecu.edu/ppc/. It will remain there until 06/30/2013. The entire campus community has engaged this process in a very positive fashion with data, ideas, and feedback. Given the breadth and depth of this involvement, the recommendations included within this University Self-Study are provided to the Chancellor with great optimism that our University will emerge from these difficult times as a stronger institution, effectively pursuing its mission in an efficient manner.
In a five-decade journalism career, Frank Barrows has excelled in a range of roles from sports columnist to newsroom leader.

As managing editor of The Charlotte Observer for 13 years, he was responsible for all of the paper’s newsgathering and a 240-person staff with an annual budget of $18 million. During his tenure, The Observer won hundreds of awards, most notably for investigative reporting and public service.

Before that, he served as an editor in The Observer’s news, sports and features departments. He was one of two local-news editors whose hands-on supervision guided the extensive 1987 reporting on evangelist Jim Bakker that earned the Pulitzer Gold Medal, print journalism’s highest honor.

In the early years of his career, Barrows was a sports columnist and later a projects reporter for The Observer.

His work in sports journalism focused especially on basketball, though he also covered stock car racing, the summer Olympics and college football. After that, he was the newspaper’s sports editor for three years.

Barrows has written for a number of national publications, from Golf Magazine to The Atlantic Monthly. These days, he is a monthly columnist for Charlotte Magazine.

He has a strong interest in journalism ethics and public-access issues. While Knight Ridder was The Observer’s corporate parent, he was chair of the company’s credibility and standards committee. He was co-founder of the North Carolina Open Government Coalition and was its first president.

He is a member of the American Society of News Editors and is on that organization’s ethics and values committee. He is president of the Greater Charlotte Chapter of the Society of Professional Journalists. He also belongs to the Online News Association and Investigative Reporters and Editors.

He majored in political science at St. Andrews University in Laurinburg and also pursued that subject at the University of Virginia’s graduate school. He spent the 2007-08 academic year at Harvard Business School, studying the management of innovation.

In addition to many reporting prizes from the North Carolina Press Association, Barrows was honored with the Ethel Fortner Writer and Community Award in 2000.
<table>
<thead>
<tr>
<th>Session</th>
</tr>
</thead>
</table>

| Responsible Person | Associate Vice Chancellor for Environmental Health and Campus Safety  
Bill Koch |
|---------------------|

| Agenda Item | Signature Authority for Mutual Aid Agreements |
|-------------|

| Item Description | NC General Statutes 160A-288, 90-95.2 and 116-40.5 provide for joint agreements of mutual assistance between law enforcement agencies. For constituent institutions of The University of North Carolina, the authority to enter into these joint agreements rests with the Board of Trustees of the institution. Approval of this request would continue the current delegation of authority to the Chancellor for signing mutual aid agreements. |
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| Action Requested | Board Approval |
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GREENVILLE PUBLIC SAFETY TASK FORCE (PSTF) REPORT


The year-long study group reviewed crime statistics through 2010, public perception, zoning/alcohol laws and best practices for dealing with crime in other similar “college towns”

**Summary** – Greenville Police (GPD) are headed in the right direction – 2011 crime rate decreased

- Crime Statistics – violent crime and index crime rates are decreasing (based on population)
- Greenville Police are using many best practices (i.e. gang unit, impact unit, crime analysis)
- Community-oriented policing – widely accepted strategy that relies on public involvement and targeting youth and other social issues
- Social issues are the problem, not the police – drugs, one or no parent in home, jobs/education
  - ECU plays a key role as a partner in the Intergenerational Center

**Downtown**

- Greenville Police Department (GPD) coordinates downtown deployment and TRUNA patrols w/ECU Police. TRUNA is the neighborhood north of 5th Street and main campus.
- Greenville needs a more responsible tavern/club community downtown. Some taverns and clubs need to raise standards to the level of others.
- We often have 5-10,000 people per night in a 2 block area with alcohol, gangs and weapons. On other nights, low demand (customers) for the supply of bars/clubs leads to competitive sales tactics which encourage binge drinking.
- Issues begin in clubs and move into streets. Police cannot enter or see into clubs to intervene.
- Armed robberies – patrons walking home after bars close, intoxicated and often by themselves

**Recommendations**

- ECU Criminal Justice faculty are updating community survey of police and crime perceptions
- Establish downtown coordinator and group to meet monthly to develop and implement solutions to improve operations and image – a “responsible bar owner” standard.
- If the business owners can’t implement solutions (self-regulate), then City Council should implement ordinances and changes in laws to deal with the problem bars/clubs – chronic nuisance, permits/licenses, Greenville Police help enforce ABC laws
- Increase cameras and lighting in strategic locations and increase Neighborhood Watch.
- Engage community and government on social issues: assess programs and needs and develop a comprehensive strategy
MUTUAL AID AGREEMENTS

Update: The University Attorney found an email from Ben Irons referencing a previous Board of Trustees authorization for the Chancellor to approve and sign mutual aid agreements. The University Attorney is reviewing Board minutes to locate the specific approval.

Regardless, we think it is worthwhile to discuss mutual aid agreements (also known as mutual assistance agreements) with the University Affairs Committee to insure understanding and agreement on direction. We seek continuing authorization for the Chancellor to approve and sign mutual aid agreements. The Chancellor will require University Attorney review and approval before reviewing and signing any agreements.

In the State of North Carolina, a law enforcement officer has no more power than a private citizen when he/she is outside their agency’s jurisdictional bounds or when they are not working under a mutual aid agreement. (See attached document entitled, “Mutual Aid Agreements Between Law Enforcement Agencies in North Carolina - Attorney General, Roy Cooper”.)

“One of the most valuable tools North Carolina law enforcement agencies have at their disposal is the ability to share resources and expertise among agencies pursuant to mutual aid agreements. From the occasional need to borrow equipment to an extended undercover drug investigation and from the need for additional officers in time of a natural disaster to the ability of an officer from a city being able to assist a deputy in the county, mutual aid agreements are exercised daily throughout the state. Departments both large and small occasionally need additional help, and mutual aid agreements enable officers to lend a helping hand in times of need.”

Attorney General Roy Cooper

Mutual aid agreements provide the necessary approval and contractual framework for outside law enforcement to assist ECU Police under our direction in large incidents, such as an armed person on campus, visit by a President (or other dignitary) and large events like football games. It is the opinion of the City Attorney that Greenville Police officers do not have jurisdiction on campus (state property) during an incident like we encountered on November 16th (suspected armed person), unless there is a valid mutual aid agreement in place. Although we have not contacted other local law enforcement agencies, such as the Pitt County Sheriff’s Department and the Vidant Health (formerly PCMH) Police who also assisted us on November 16th, we would expect they may have a similar opinion.

Football Games: In order to conduct a safe event during home football games, we utilize approximately 100 sworn law enforcement officers together with numerous event staff. Since ECU Police have only about 60 sworn law enforcement officers, we must utilize additional officers from other Pitt County law enforcement agencies to insure the safety of our 50,000 fans, staff, teams and officials. We manage our risk at football games in the following ways.

- Stadium Renovation: The most recent renovation of the stadium that closed in the east end zone also removed the large open area where hundreds of fans would watch the game. This area was separated from the field by a 4-foot tall fence that fans could easily climb over to
enter the field and did so on several occasions. Now, there are two gates at either end (north and south) of the end zone stands that can be more easily managed.

- **End of Game Management:** Athletics now encourages the ECU players to go to the student section at the east end zone to celebrate a victory with students in the stands to help prevent them from entering the field. ECU Police and Greenville Police are posted at the east end zone and will detain and arrest (as needed) anyone who enters the field, but will not aggressively protect the field or goal posts if a large number of fans flow onto the field. If fans rush the field, the police are instructed to fall back and serve their primary mission which is to protect the officials, players and coaches. Athletics communicates with ECU Police if there is a time when it is appropriate to allow fans on the field, as was the case when ECU won the conference title game several years ago and fans were allowed to participate in the trophy ceremony. Fan participation in the trophy ceremony was safe and relatively orderly and we hope to have many more opportunities like this in the future.

- **Coordination and Training:** ECU Police has a major and a lieutenant assigned as emergency and special events coordinators. They have attended national seminars and training provided by the National Center for Sports Security and Safety (NCS4) and other nationally recognized organizations. The NCS4 group provided an onsite training for ECU Police, Athletics, Facilities Services and Environmental Health & Safety (EH&S) staff. The NCS4 staff and trainers have expertise in sports management, event coordination, crisis management, antiterrorism and security and include former FBI, Department of Homeland Security and state and federal emergency managers, as their trainers.

- **Football Operations Planning and Preparedness:** Based on training and best practices observed while attending football games at other institutions (i.e. University of South Carolina, Georgia Tech, NC State and UNC-Chapel Hill), the ECU Police special events coordinator has improved the football operations plan. The football operations plan is reviewed annually before the start of football season by ECU Police, Athletics, the event staff contractor, other involved law enforcement agencies and all other ancillary groups involved in game day activities. Law enforcement agencies meet with ECU Police after each game to review the law enforcement plan and then meet with the football operations group to review the overall plan. Necessary improvements are made prior to the next home game when feasible. Law enforcement briefings are held on game day prior to the start of security activities. This helps insure everyone knows their role and assignment, as well as any special procedures for the game. The Department of Homeland Security has reviewed our football event security plan.

- **Outside Agencies and Event Command:** Only Pitt County law enforcement agencies are involved in football game security since we are familiar with their agencies and their law enforcement philosophies match our philosophies and environment. The vast majority of officers from these agencies have been trained through the same Basic Law Enforcement Training (BLET) program at Pitt Community College that ECU uses. Like ECU Police officers, they also regularly attend training programs and meet the requirements of the Department of Justice Training and Standards Commission. ECU Police regularly drill with these agencies during our full-scale drills and train with them during our annual rapid response training. As an additional measure, each outside agency officer working in the stadium is teamed up with an ECU Police officer during their assignment at football games. The ECU Police officer serves
as the lead officer and directs response. Overall direction is relayed from the main command post in the press box where ECU Police, Greenville Police, event security contractor and Greenville Fire Rescue (emergency medical services) representatives coordinate operations. There are two command centers on the north and south side of the stadium that provide support to officers and serve as processing centers for individuals being arrested or removed from the stadium.

- Medical Services: A first aid tent has been established on the north side of the stadium to assist with minor medical issues. Several EMS units are stationed around the stadium to provide medical aid and hospital transport if needed. A Greenville Fire Rescue (GFR) representative operates within the main command post with the event staff contractor, GPD, and ECU Police event commanders to coordinate the various GFR and Pitt County EMS units.

Although ECU is primarily on the receiving end of mutual aid assistance, we also believe these cooperative agreements demonstrate our willingness to assist these other law enforcement agencies and our communities when they are in critical need. For instance, ECU Police work in a coordinated effort with GPD from Thursday night through Sunday morning as part of the downtown deployment and TRUNA neighborhood patrols to help keep our students and the community safe. This commitment is critical in maintaining strong relationships with local law enforcement and our sister institutions. We also believe that active engagement and collaboration in our community is part of who we are as an institution.

The Associate Vice President for Safety and Emergency Management at UNC General Administration, Brent Herron, has experience in municipal law enforcement and as a Secret Service agent. Mr. Herron supports mutual aid agreements between UNC institutions for assisting during significant emergencies when needed and with large events like football games where two UNC institutions are playing one another. In his current and prior roles, he has directly observed the value and necessity of these agreements and the cooperative effort they help foster among law enforcement agencies. He has initiated discussions with the various UNC Chiefs to create a system-wide mutual aid agreement(s). We may develop a mutual aid agreement with Appalachian State University prior to our home football game with them this fall. Having officers from the visiting UNC team working with our police at these games has been a successful strategy in helping to manage behavior among fans representing both the home and visiting teams.

The assisting law enforcement agency can choose whether it can provide resources when requested and either agency can terminate the agreement upon written notice. We do not believe we can safely manage home football games or large incidents without the assistance of outside law enforcement agencies. Mutual aid agreements provide the framework for clear communication of roles and responsibilities, and serve as a critical tool to best manage our risk.

For additional information on mutual aid agreements, please refer to the documents that follow this committee overview. The documents provide a list of agencies with which ECU has mutual aid agreements, a summary of the applicable statutes, full text of the applicable statutes, two examples of ECU mutual aid agreements and a reference guide on mutual aid agreements developed by the Office of the Attorney General, Roy Cooper.
EXTENDED JURISDICTION

Prior to the apartment complex shootings, Chief Shelton and Chief Anderson were discussing the potential for extending ECU’s law enforcement jurisdiction. Chief Shelton’s primary interest was to improve the efficiency and effectiveness of investigations. Currently, ECU’s jurisdiction extends from the Greene Street bridge to Reade Street and over to Charles Boulevard where it goes south to Greenville Boulevard east and north to the Tar River and west to Greene Street bridge.

If a witness or suspect of a campus crime lives outside our jurisdiction and extended jurisdiction, the ECU Police officer/investigator must coordinate with Greenville Police to have a GPD officer accompany them to serve a search warrant, make an arrest or issue a citation. This represents a logistical challenge that impacts efficiency, but also can have a negative impact on the investigation as time passes before necessary action can take place.

Another concern is that our sworn law enforcement officers cannot intervene in a crime they observe in progress and can only act as a private citizen by calling Greenville Police. NC State, UNC-G and UNC-Chapel Hill have jurisdiction throughout their cities, which allows them to assist their city police department with off-campus student housing issues, crimes they observe as well as investigations. Brent Herron, Associate Vice President for Safety and Emergency Management at UNC-General Administration, is supportive and actually encouraging city-wide jurisdiction for all UNC campus law enforcement agencies.

Following the apartment complex shootings, Chief Anderson proposed to extend the ECU Police jurisdiction to the student apartment complexes. The proposed amendment to the extended jurisdiction would allow ECU Police to exercise all law enforcement powers in the following areas:

- the original extended jurisdiction agreement boundaries – Greenville Boulevard north to the Tar River between the Route 264 bridge and the Greene Street bridge
- at the premises of the City Law Enforcement Agency Headquarters
- anywhere within the corporate limits of the City while participating in joint operations or training with the City Law Enforcement Agency officers
- anywhere within the corporate limits of the City as part of a criminal investigation of a campus crime with notification to GPD.
- in and on those apartment complex properties that cater to, target, market to or direct leasing activities toward students and student housing – list maintained by GPD Chief and ECU Chief.

Under this proposed agreement, Greenville Police would continue to have primary responsibility for law enforcement throughout the City, including the student apartment complexes. When this proposal was discussed with the Chancellor’s Executive Council, concerns were raised mainly in regard to the apartment complexes being singled out. The concern centered around the potential for students, parents and community members to believe ECU Police would provide the same services to these apartments as it would for university property. In fact, Greenville Police would maintain primary law enforcement authority and responsibility for the city jurisdiction, including any extended jurisdiction. Extending the jurisdiction for the ECU Police would only allow us to more easily assist GPD when a crime occurs and they need assistance or when we observe a crime (on view). It would also provide the ability to utilize full law enforcement authority during a criminal investigation.

While Executive Council had concerns about extending ECU Police jurisdiction to the apartment complexes, there was support for city-wide jurisdiction as NC State, UNC-G and UNC-CH have now. It seemed easier to explain and for the community to understand that Greenville Police would maintain primary and ECU Police would have a secondary, supporting role. There was strong
agreement in Executive Council for city-wide jurisdiction for ECU Police during criminal investigations and joint operations and training with Greenville Police.

Currently, our intent is to negotiate further with the city in an attempt to gain city-wide extended jurisdiction. ECU Police would only provide full services for university owned and leased property. Greenville Police would maintain primary authority and responsibility city-wide, but this extended jurisdiction would allow ECU Police to more efficiently conduct investigations and assist Greenville Police in joint operations and response to crime when our officers view the crime or when assistance is requested by Greenville Police. If the City will not grant ECU Police city-wide authority for all law enforcement activities, then we would request city-wide authority during criminal investigations and joint operations and training involving Greenville Police. Regardless of the outcome, ECU Police will continue to manage their resources and deployment strategies to maintain our campuses as the primary focus and mission.

We felt this was a good time to engage the University Affairs Committee in this discussion to inform you about the specifics of this law enforcement tool and the issues surrounding its use, as well as solicit your feedback.
Intent Mutual Aid Agreements

1. To be more responsive to crime, safety and security issues, by;
   a. Having the ability and authority to assist GPD when necessary and requested. Decisions to assist remain with the ECU Police Department and many factors are a part of that decision; e.g., staffing levels, commitments to our campus, etc.
   b. Mutual Aid Agreements with selected Pitt County law enforcement jurisdictions to assist our ECU Police Department in times of critical incidents and special events, not limited to, but include: ECU football games and high profile speakers and events, disaster on campus.

We believe this will help us to be more effective and efficient in achieving our mission. This serves ECU with responsible and professional Community & Problem Oriented Policing.
One of the most valuable tools North Carolina law enforcement agencies have at their disposal is the ability to share resources and expertise among agencies pursuant to mutual aid agreements. From the occasional need to borrow equipment to an extended undercover drug investigation and from the need for additional officers in time of a natural disaster to the ability of an officer from a city being able to assist a deputy in the county, mutual aid agreements are exercised daily throughout the state. Departments both large and small occasionally need additional help, and mutual aid agreements enable officers to lend a helping hand in times of need.

Attorney General Roy Cooper; cited in, “Mutual Aid Agreements between Law Enforcement Agencies in North Carolina.”

Purpose

The purpose of this document is to:

1. Provide an overview of North Carolina statutes that govern mutual aid agreements between law enforcement agencies and explain the process ECU and the ECU Police Department must follow for entering into these agreements.

2. Request approval from the Board of Trustees to enter into mutual aid agreements with certain law enforcement agencies we feel would be beneficial to ECU.

3. Address the method to be established by the Board of Trustees for signatory authority on the Mutual Aid Agreements.

Enclosures:
- Appendix A: List of Pitt County law enforcement agencies for mutual aid agreements
- Appendix B: North Carolina Statutes that apply to mutual assistance agreements.
- Appendix C: Mutual Aid Agreements with Greenville Police Department and UNC-Chapel Hill
- Appendix D: “Mutual Aid Agreements between Law Enforcement Agencies in North Carolina,” North Carolina Office of the Attorney General, Roy Cooper

Statute Overview

A synopsis of the statutes appears in this section. The legal opinions that follow are based on statutory authority and advisory and formal opinions of the Office of the Attorney General, Roy Cooper, from the document “Mutual Aid Agreements between Law Enforcement Agencies in North Carolina.”
**N.C.G.S. 15A-404, 15A-405, Private Citizens**

If a mutual aid agreement is not in effect between law enforcement agencies (agencies) a police officer is a private citizen when he/she is outside of their jurisdiction. As a private citizen the officer cannot make an arrest, serve a search warrant, issue a citation, or direct traffic.

**N.C.G.S. 160A-288; 160A-288.1; and, 160A-288.2 Cooperation between law enforcement agencies; and, 116-40.5(a) Campus Law Enforcement Agencies**

These two statutes are the primary authority for city and county law enforcement agencies to enter into mutual aid agreements. The statute requires a local law enforcement agency lending assistance to obtain authorization to enter a mutual assistance agreement from the governing body of its city or county; i.e., town or city council or commission or county board of commissioners. Once this authorization is obtained, the head of the agency; e.g., the Chief of Police or Sheriff, or a person delegated authority by the agency head, may temporarily provide assistance to another agency if the assistance is requested in writing by the head of the other agency.

The statute authorizes agencies to loan:

1. Officers
2. Equipment; and,
3. Supplies

The statute authorizes agencies to assist in enforcing the laws of North Carolina. The governing body may officially adopt rules, policies, or guidelines placing conditions or restrictions on the exercise of any agreement. However, the statute specifically provides that while on duty with the requesting agency, an officer is subject to the lawful operational commands of his superior officers in the requesting agency; an officer is subject to the lawful operational commands of his superior officers in the requesting agency.

While working with the requesting agency, an officer shall have the same jurisdiction, powers, rights and privileges as an officer of the requesting agency, in addition to those the officer normally possesses. This includes immunities relating to the defense of civil actions and payment of judgments. Assisting officers are entitled to workers’ compensation and the same benefits as though they were functioning within the normal scope of their duties.

**N.C.G.S. 160A-288.1 equates a campus law enforcement agency, established pursuant to N.C.G.S. 116-40.5(a) and 115D-21(a), with a municipal police department.**

Prior to any mutual assistance agreement being entered into by the agency, the governing body of the city or county, or Board of Trustees of a college or university, must take official action to authorize entry into an agreement pursuant to N.C.G.S. 160A-288. This is normally done by a resolution.
A general resolution authorizes the chief or sheriff to enter into mutual assistance agreements but does not specify with which agencies the agreements may be executed. This type of resolution allows the chief or sheriff to enter an agreement with additional agencies at a later date; no additional resolution is required. The general resolution provides greater flexibility and involves the least effort by the governing body. The general resolution permits the chief or sheriff to participate in mutual assistance agreements as the need arises.

A general resolution is an option of the Board of Trustees. The decision making process for choosing or determining what agencies to enter into a mutual aid agreement can be delegated to whomever the Board of Trustees authorizes. For example; authority may be delegated to the Chancellor, Associate Vice Chancellor of Campus Safety, and/or the Chief of Police for this decision as well as granting signatory authority. The legal opinion of the NC Office of the Attorney General is, “... any mutual assistance agreement between local agencies should be signed by the Chief of Police or Sheriff of each agency (p. 6, “Mutual Aid Agreements between Law Enforcement Agencies in North Carolina.”)

The statutes require that any mutual assistance rendered must be “temporary,” however, it does not restrict the duration of the underlying mutual assistance agreement. The underlying mutual assistance agreement is not required to have an expiration date. It is the assistance that is temporary, and not the agreement.

And, finally, “The absence of a mutual aid agreement, or a defective but executed mutual aid agreement, leaves an officer acting outside his jurisdiction with only those authorities and protections provided by N.C.G.S. 15A-404 and 405, Private Persons.” (“Mutual Aid Agreements between Law Enforcement Agencies in North Carolina.”)

The functional details and procedure in the use of the mutual aid agreement was not covered in this brief summary of the statutes. Detail of these areas are addressed in the “Mutual Aid Agreements between Law Enforcement Agencies in North Carolina,” Office of the Attorney General.
REQUEST FOR CONTINUATION/APPROVAL
MUTUAL AID AGREEMENT AGENCIES

The following law enforcement agencies have been identified as agencies we have worked with closely in the past and offer us the most beneficial assistance.

We respectfully request continuation of a mutual aid agreement with these agencies:

1. Greenville Police Department
2. Pitt County Sheriff’s Office
3. Winterville Police Department
4. Pitt Community College Police Department
5. Pitt County Memorial Hospital (Vidant) Police Department
6. NC State University Police Department
7. UNC Chapel Hill Police Department

In addition to the above law enforcement agencies, we have had past agreements with Kinston PD, Lenoir County PD, Simpson PD, Bethel PD, Farmville PD, New Bern, and Wilson PD. The agreements with Kinston and Lenoir County have been rescinded and there is not a compelling reason to include the other agencies in a renewal of our mutual aid agreements.
APPENDIX B

North Carolina General Statutes
Mutual Assistance Agreements

- G.S. 15A-405. Assistance to law-enforcement by private persons to affect arrest or prevent escape; benefits or private persons.
- G.S. 116-40.5. Campus law enforcement agencies.

(a) No Arrest; Detention Permitted. – No private person may arrest another person except as provided in G.S. 15A-405. A private person may detain another person as provided in this section.

(b) When Detention Permitted. – A private person may detain another person when he has probable cause to believe that the person detained has committed in his presence:

(1) A felony,
(2) A breach of the peace,
(3) A crime involving physical injury to another person, or
(4) A crime involving theft or destruction of property.

(c) Manner of Detention. – The detention must be in a reasonable manner considering the offense involved and the circumstances of the detention.

(d) Period of Detention. – The detention may be no longer than the time required for the earliest of the following:

(1) The determination that no offense has been committed.
(2) Surrender of the person detained to a law-enforcement officer as provided in subsection (e).

(e) Surrender to Officer. – A private person who detains another must immediately notify a law-enforcement officer and must, unless he releases the person earlier as required by subsection (d), surrender the person detained to the law-enforcement officer. (1973, c. 1286, s. 1.)

§ 15A-405. Assistance to law-enforcement officers by private persons to effect arrest or prevent escape; benefits for private persons.

(a) Assistance upon Request; Authority. – Private persons may assist law-enforcement officers in effecting arrests and preventing escapes from custody when requested to do so by the officer. When so requested, a private person has the same authority to effect an arrest or prevent escape from custody as the officer making the request. He does not incur civil or criminal liability for an invalid arrest unless he knows the arrest to be invalid. Nothing in this subsection constitutes justification for willful, malicious or criminally negligent conduct by such person which injures or endangers any person or property, nor shall it be construed to excuse or justify the use of unreasonable or excessive force.

(b) Benefits to Private Persons. – A private person assisting a law-enforcement officer pursuant to subsection (a) is:

(1) Repealed by Session Laws 1989, c. 290, s. 1.
(2) Entitled to the same benefits as a "law-enforcement officer" as that term is defined in G.S. 143-166.2(d) (Law-Enforcement Officers', Firemen's and Rescue Squad Workers' Death Benefit Act); and
(3) To be treated as an employee of the employer of the law-enforcement officer within the meaning of G.S. 97-2(2) (Workers' Compensation Act).

The Governor and the Council of State are authorized to allocate funds from the Contingency and Emergency Fund for the payment of benefits under subdivision (3) when no other source is available for the payment of such benefits and when they determine that such allocation is necessary and appropriate. (1868-9, c. 178, subch. 1, s. 2; Code, s. 1125; Rev., s. 3181; C.S., s. 4547; 1973, c. 1286, s. 1; 1979, c. 714, s. 2; 1989, c. 290, s. 1.)

(a) In accordance with rules, policies, or guidelines officially adopted by the governing body of the city or county by which he is employed, and subject to any conditions or restrictions included therein, the head of any law-enforcement agency may temporarily provide assistance to another agency in enforcing the laws of North Carolina if so requested in writing by the head of the requesting agency. The assistance may comprise allowing officers of the agency to work temporarily with officers of the requesting agency (including in an undercover capacity) and lending equipment and supplies. While working with the requesting agency under the authority of this section, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those he normally possesses. While on duty with the requesting agency, he shall be subject to the lawful operational commands of his superior officers in the requesting agency, but he shall for personnel and administrative purposes, remain under the control of his own agency, including for purposes of pay. He shall furthermore be entitled to workers' compensation and the same benefits when acting pursuant to this section to the same extent as though he were functioning within the normal scope of his duties.

(b) As used in this section:

(1) "Head" means any director or chief officer of a law-enforcement agency including the chief of police of a local department, chief of police of county police department, and the sheriff of a county, or an officer of one of the above named agencies to whom the head of that agency has delegated authority to make or grant requests under this section, but only one officer in the agency shall have this delegated authority at any time.

(2) "Law-enforcement agency" means only a municipal police department, a county police department, or a sheriff's department. All other State and local agencies are exempted from the provisions of this section.

(c) This section in no way reduces the jurisdiction or authority of State law-enforcement officers.

(d) For purposes of this section, the following shall be considered the equivalent of a municipal police department:

(1) Campus law-enforcement agencies established pursuant to G.S. 115D-21.1(a) or G.S. 116-40.5(a).

(2) Colleges or universities which are licensed, or exempted from licensure, by G.S. 116-15 and which employ company police officers commissioned by the Attorney General pursuant to Chapter 74E or Chapter 74G of the General Statutes.

(3) Law enforcement agencies operated or eligible to be operated by a municipality pursuant to G.S. 63-53(2).

(4) Butner Public Safety Authority.

(5) A Company Police agency of the Department of Agriculture and Consumer Services commissioned by the Attorney General pursuant to Chapter 74E of the General Statutes. (1967, c. 846; 1971, c. 698, s.1; c. 896, s.4; 1977, c. 534; 1981, c. 93, s. 2; 1987, c. 671, s. 4; 1989, c. 518, s. 2; 1991, c. 636, s. 3; 1991 (Reg. Sess., 1992), c. 1043, s. 6; 1997-143, s. 1; 1999-68, s. 4; 2005-231, s. 8; 2006-159, s. 4; 2009-94, s. 1; 2011-260, s. 4.)

(a) The governing body of any city or county may request the Governor to assign temporarily State law-enforcement officers with statewide authority to provide law-enforcement protection when local law-enforcement officers: (i) are engaged in a strike; (ii) are engaged in a slowdown; (iii) otherwise refuse to fulfill their law-enforcement responsibilities; or (iv) submit mass resignations. The request from the governing body of the city or county shall be in writing. The request from a county governing board shall be upon the advice of the sheriff of the county.

(b) The Governor shall formulate such rules, policies or guidelines as may be necessary to establish a plan under which temporary State law-enforcement assistance will be provided to cities and counties. The Governor may delegate the responsibility for developing appropriate rules, policies or guidelines to the head of any State department. The Governor may also delegate to a department head the authority to determine the number of officers to be assigned in a particular case, if any, and the length of time they are to be assigned.

(c) While providing assistance to a city or county, a State law-enforcement officer shall be considered an employee of the State for all purposes, including compensation and fringe benefits.

(d) While providing assistance to the city or county, a State officer shall be subject to the lawful operational commands of his State superior officers. The ranking representative of each State law-enforcement agency providing assistance shall consult with the appropriate city or county officials prior to deployment of the State officers under his command. (1979, c. 639, s. 1.)

(a) In accordance with rules, policies, or guidelines officially adopted by the governing body of the city or county by which he is employed, and subject to any conditions or restrictions included therein, the head of any local law-enforcement agency may temporarily provide assistance to a State law-enforcement agency in enforcing the laws of North Carolina if so requested in writing by the head of the State agency. The assistance may comprise allowing officers of the local agency to work temporarily with officers of the State agency (including in an undercover capacity) and lending equipment and supplies. While working with the State agency under the authority of this section, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and the payment of judgments) as the officers of the State agency in addition to those he normally possesses. While on duty with the State agency, he shall be subject to the lawful operational commands of his superior officers in the State agency, but he shall for personnel and administrative purposes, remain under the control of the local agency, including for purposes of pay. He shall furthermore be entitled to workers' compensation and the same benefits when acting pursuant to this section to the same extent as though he were functioning within the normal scope of his duties.

(b) As used in this section:

1. "Head" means any director or chief officer of any State or local law-enforcement agency including the chief of police of a local department, chief of police of a county police department, and the sheriff of a county, or an officer of the agency to whom the head of that agency has delegated authority to make or grant requests under this section, but only one officer in the agency shall have this delegated authority at any time.

2. "Local law-enforcement agency" means any municipal police department, a county police department, or a sheriff's department.

3. "State law-enforcement agency" means any State agency, force, department, or unit responsible for enforcing criminal laws.

(c) This section in no way reduces the jurisdiction or authority of State law-enforcement officers.

(d) For the purposes of this section, the following shall be considered the equivalent of a municipal police department:

1. Campus law-enforcement agencies established pursuant to G.S. 116-40.5(a).

2. Colleges or universities which are licensed, or exempted from licensure, by G.S. 116-15 and which employ company police officers commissioned by the Attorney General pursuant to Chapter 74E or Chapter 74G of the General Statutes.

3. Butner Public Safety Authority. (1981, c. 878; 1989, c. 518, s. 3; 1991, c. 636, s. 3; 1991 (Reg. Sess., 1992), c. 1043, s. 7; 2005-231, s. 9; 2006-159, s. 5; 2011-260, s. 5; 2011-326, s. 10.)
§ 116-40.5. Campus law enforcement agencies.

(a) The Board of Trustees of any constituent institution of The University of North Carolina, or of any teaching hospital affiliated with but not part of any constituent institution of The University of North Carolina, or the Board of Directors of the North Carolina Arboretum, may establish a campus law enforcement agency and employ campus police officers. Such officers shall meet the requirements of Chapter 17C of the General Statutes, shall take the oath of office prescribed by Article VI, Section 7 of the Constitution, and shall have all the powers of law enforcement officers generally. The territorial jurisdiction of a campus police officer shall include all property owned or leased to the institution employing the campus police officer and that portion of any public road or highway passing through such property or immediately adjoining it, wherever located.

(b) The Board of Trustees of any constituent institution of The University of North Carolina, or of any teaching hospital affiliated with but not part of any constituent institution of The University of North Carolina, or the Board of Directors of the North Carolina Arboretum, having established a campus law enforcement agency pursuant to subsection (a) of this section, may enter into joint agreements with the governing board of any municipality to extend the law enforcement authority of campus police officers into any or all of the municipality's jurisdiction and to determine the circumstances in which this extension of authority may be granted.

(c) The Board of Trustees of any constituent institution of The University of North Carolina, or of any teaching hospital affiliated with but not part of any constituent institution of The University of North Carolina, or the Board of Directors of the North Carolina Arboretum, having established a campus law enforcement agency pursuant to subsection (a) of this section, may enter into joint agreements with the governing board of any county, and with the consent of the sheriff, to extend the law enforcement authority of campus police officers into any or all of the county's jurisdiction and to determine the circumstances in which this extension of authority may be granted.

(d) The Board of Trustees of any constituent institution of The University of North Carolina, or the Board of Directors of the North Carolina Arboretum, having established a campus law enforcement agency pursuant to subsection (a) of this section, may enter into joint agreements with the governing board of any other constituent institution of The University of North Carolina to extend the law enforcement authority of its campus police officers into any or all of the other institution's jurisdiction and to determine the circumstances in which this extension of authority may be granted. (1987, c. 671, s. 2; 1997-194, s. 1; 2001-397, s. 1; 2007-285, s. 1.)
Appendix C

**Mutual Aid Agreements**

- ECU and Greenville Mutual Aid Agreement
- ECU and UNC Chapel Hill Mutual Aid Agreement
AGREEMENT FOR POLICE COOPERATION AND CAMPUS LAW ENFORCEMENT AGENCY EXTENDED JURISDICTION

This Agreement is between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “City” and East Carolina University, a constituent institution of the University of North Carolina as designated by N.C.G.S. §116-4, hereinafter referred to as the “University.”

WHEREAS, the City, pursuant to NCGS §160A-281 and §160A-285, has organized and maintained an accredited City Law Enforcement Agency with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the corporate limits of the City of Greenville; and

WHEREAS, the University, pursuant to NCGS §116-40.5(a) has established an accredited Campus Law Enforcement Agency with territorial jurisdiction and law enforcement powers as provided by statute; and

WHEREAS, the City and the University have a close working relationship in the function of law enforcement, which both desire to maintain; and

WHEREAS, the City and the University recognize the need of the Campus Law Enforcement Agency to have an extension of law enforcement authority beyond the boundaries of the campus and other buildings, and property leased by the University as provided by NCGS §116-40.5(b); and

WHEREAS, the City Council has authorized the City Manager to enter into this Agreement to provide a limited extension of the jurisdiction of the Campus Law Enforcement Agency and the Board of Trustees of the University has authorized the Chancellor to enter into this Agreement to provide a limited extension of the jurisdiction of the Campus Law Enforcement Agency;
THEREFORE, in consideration of these mutual interests, NCGS §116-40.5(b) and NCGS §160A-288, the City and the University agree to the following:

1.0 Definitions

1.1. “Campus” shall mean all property owned and/or leased by the University within the corporate limits of the City of Greenville.

1.2. “City Law Enforcement Agency” shall mean the Greenville Police Department.

1.3. “Head of City Law Enforcement Agency” shall mean the Chief of Police of the City of Greenville.

1.4. “Campus Law Enforcement Agency” shall mean the East Carolina University Police Department.

1.5. “Head of Campus Law Enforcement Agency” shall mean the Chief/Director of East Carolina University Police.

1.6. “Campus Law Enforcement Agency Area of Extended Jurisdiction” shall include the areas as bounded by the area including the streets BEGINNING at the North side of the Tar River where the Greene Street Bridge crosses the Tar River down Greene Street in a southerly direction to Reade Circle then in an ESE direction to Cotanche Street and continuing down Cotanche in a southerly direction until it becomes Charles Blvd, then along Charles Blvd, to S.E. Greenville Blvd, thence along S.E. Greenville Blvd in a northerly direction until S.E. Greenville Blvd becomes NE Greenville Blvd across the bridge located on the road currently designated as the Highway 264 Bypass to the North side of the Tar River thence along the Tar River in a western direction to the bridge at Greene Street, the point of beginning. See Exhibit A which is attached and incorporated herein by reference as if fully set forth herein.

1.7. “Primary Responsibility” shall mean the responsibility to initiate and conclude an investigation with the assistance of the City Law Enforcement Agency.

1.8. “Mutual Aid Agreement” shall mean that agreement in effect to provide temporary assistance pursuant to N.C.G.S. §160A-288.

1.9. “On-Duty” shall mean the period of time immediately before an officer’s scheduled work period, when the officer is driving to work. It also includes the period of time immediately following an officer’s work period when the officer is driving from work. An officer must be in radio
contact with the department and must be in uniform with all equipment available in order to be considered on-duty.

2.0 **Responsibilities for Campus Law Enforcement Agency and City Law Enforcement Agency for Offenses Committed on Campus.**

2.1. The City Law Enforcement Agency shares with the Campus Law Enforcement Agency the authority to investigate offenses committed on campus.

2.2. Notwithstanding the provisions of paragraph 2.1, the Campus Law Enforcement Agency maintains the authority and primary responsibility to investigate offenses committed on campus.

2.3. Notwithstanding the provisions of paragraph 2.1, the City Law Enforcement Agency maintains the authority and primary responsibility to investigate offenses committed within the Campus Law Enforcement Agency Area of Extended Jurisdiction.

2.4. Notwithstanding the provisions of paragraph 2.1, the City Law Enforcement Agency has the primary responsibility for investigating parking violations occurring on City streets adjacent to the Campus.

2.5. Notwithstanding the responsibilities described in paragraph 2.2, the Head of Campus Law Enforcement Agency, exercising discretionary authority, may request the assistance of the City Law Enforcement Agency in investigating any offense committed on the Campus. This provision has no effect on the obligation of the Campus Law Enforcement Agency to notify the State Bureau of Investigation as required by statute, regulation, directive or policy.

2.6. Notwithstanding the primary responsibilities described in paragraphs 2.3 and 2.4, the Head of the City Law Enforcement Agency, exercising discretionary authority, may request that the Campus Law Enforcement Agency assume full responsibility for investigations of any offense, and the Head of the Campus Law Enforcement Agency, exercising discretionary authority, may accept such responsibility.

3.0 **Extension of Authority of Campus Law Enforcement Agency Beyond Campus.**

3.1. The Campus Law Enforcement Agency shall have primary authority for the investigation of offenses as described in paragraph 2.2 although such investigation may require that officers of the Campus Law Enforcement Agency to make inquiries and arrests beyond the perimeter of the Campus in the following cases:
3.1.1. An offense committed on Campus for which the suspect or alleged perpetrator is no longer present on campus, whether or not officers are in active or immediate pursuit; and

3.1.2. An offense alleged to have been committed by a University student in off-campus buildings occupied by students by virtue of their association with an organization given formal recognition by the University Administration.

3.2. When on-duty, officers of the Campus Law Enforcement Agency will have police authority beyond the Campus and within the Campus Law Enforcement Agency Area of Extended Jurisdiction as defined in paragraph 1.6 in the following areas:

3.2.1. The officer has probable cause to believe that the person to be arrested has committed a felony, or

3.2.2. The officer has probable cause to believe that the person to be arrested has committed a misdemeanor in or out of the officer’s presence and has probable cause to believe that one of the following conditions exists:

   3.2.2.1. The person to be arrested will not be apprehended unless immediately arrested, or

   3.2.2.2. The person to be arrested may cause physical injury to self or others unless immediately arrested, or

   3.2.2.3. The person to be arrested may damage property of another unless immediately arrested, or

4.0 Privileges, Rights and Immunities.

4.1. While acting in a law enforcement capacity within the corporate limits of the City of Greenville’s jurisdiction under the authority of N.C.G.S. §116-40.5(b) and this agreement, officers of the Campus Law Enforcement Agency shall have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as officers of the City Law Enforcement Agency, in addition to the powers the officers normally possess.

4.2. The City of Greenville, its managers, officers, directors or employees make no assumption of liability or waiver of any sovereignty for the actions taken by the officers of the Campus Law Enforcement Agency while such officers are acting in a law enforcement capacity within the
corporate limits of the City of Greenville’s jurisdiction under the authority of N.C.G.S. §116-40.5(b) and this agreement.

4.3. The University, its governing board, officers, agents and employees make no assumption of liability or waiver of any sovereignty for the actions taken by the officers of the City Law Enforcement Agency within the corporate limits of the City of Greenville’s jurisdiction.

5.0 Terms and Amendments.

5.1. This Agreement does not supercede any mutual aid agreement between the City Law Enforcement Agency and the Campus Law Enforcement Agency currently in effect.

5.2. Any mutual aid agreement in effect on the effective date of this Agreement shall be read in conjunction with this Agreement and not contrary to the terms of such mutual aid agreement.

5.3. This Agreement shall be effective on the date last signed by a signatory to this Agreement.

5.4. This Agreement shall remain in force and effect until terminated by either party upon written notice. Such notification shall be effective upon date of receipt by the party not issuing the termination notice. All such investigations, citations, cases and actions opened by the Campus Law Enforcement Agency pursuant to this Agreement shall be completed by the Campus Law Enforcement Agency and so much of this Agreement as needed shall remain in effect until all such cases, investigations, citations, and judicial action are completed and closed.

5.5. The parties to this Agreement may amend this Agreement by written concurrence of both parties.

FOR AND ON BEHALF OF
THE CITY OF GREENVILLE

[Signature]
City Manager

DATE:  9-26-06

[Signature]
Attest:  City Clerk

DATE:  9/27/06
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Bernita Demery
Director, Finance

DATE: 9/26/16

Approved as to form:

City Attorney

FOR AND ON BEHALF OF THE BOARD OF TRUSTEES
EAST CAROLINA UNIVERSITY

Steve Ballard
Chancellor

DATE: 10/10/16
Proposed ECU Police Coverage Area
THIS AGREEMENT is made and entered into this ___ day of ________________, 2009, by and between the East Carolina University, an educational institution organized under the laws of the State of North Carolina (herein “ECU”), and The University of North Carolina at Chapel Hill, an educational institution, located in Orange County, North Carolina (herein “UNC-CH”).

WITNESSETH:

WHEREAS, North Carolina General Statutes 90-95.2, 116.40.5 and 160A-288, as amended, permit the head of any law enforcement agency to temporarily provide assistance to another law enforcement agency in enforcing the laws of North Carolina if so requested in writing by the head of the requesting agency; and

WHEREAS, North Carolina General Statutes 90-95.2, 116.40.5 and 160A-288, as amended, further provide that the provision of such assistance shall be in accordance with rules, policies or guidelines officially adopted by the governing body of the agency by which such head of any law enforcement agency is employed and subject to any conditions or restrictions included therein; and

WHEREAS, this Agreement is further executed for the purpose of establishing the procedures regarding the request and provision of temporary law enforcement assistance by the parties;

WHEREAS, the performance of this Agreement will enable each party to enhance its law enforcement capabilities and efficiency; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable considerations, the receipt of which is hereby acknowledged, ECU and UNC-CH agree as follows:
1. Pursuant to North Carolina General Statutes 90-95.2, 116.40.5 and 160A-288, as amended, the undersigned do hereby covenant and agree to provide temporary assistance to each other in enforcing the laws of the State of North Carolina when requested in writing to do so, and upon approval by, ECU’s Director/Chief of Police, or his or her designee, and the Director of Public Safety for UNC-CH, or his or her designee. Temporary assistance may consist of the lending of personnel, equipment, material and supplies.

2. In an emergency situation, the notification of the need for emergency assistance need not be in writing, but may be made in person, by telephone, by radio, or by electronic communication means. A written notification shall be provided as soon thereafter as possible.

3. While operating with a requesting agency pursuant to this Agreement, a law enforcement officer of an assisting agency shall be subject to the lawful operational commands of the officers supervising the division or unit to which he or she is temporarily assigned to provide assistance, and to superior ranking officers of the requesting agency.

4. Upon the request of the head of the assisting agency, or his or her designee, the officer supervising the division or unit to which the assisting agency’s officer(s) is temporarily assigned shall provide a report to the head of the assisting agency summarizing the hours worked, the assignments performed by the temporarily assigned officer(s), and such other information as may be reasonably requested.

5. In the event of an emergency where radio communication is required between the requesting and assisting agencies, the incident commander shall request the use of the mutual aid channel (where available). This communication shall be monitored by the agency where the incident is occurring.

6. The temporarily assigned officer(s) shall report to duty with the requesting agency with all necessary equipment which had been issued by his or her own agency. The requesting agency shall supply the temporarily assigned
officer(s) with any additional money, equipment, materials, supplies, and/or support personnel reasonably necessary to perform his or her expected duties.

7. For personnel and administrative purposes, including for purposes of pay, a temporarily assigned officer shall remain under the authority and control of his or her own agency, and shall be entitled to Worker’s Compensation and other benefits to which he or she would normally be entitled were he or she not temporarily assigned.

8. Disciplinary actions arising out of temporary assistance provided pursuant to this Agreement shall remain the responsibility of the assisting agency. The officer in charge of the division or unit in which an officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such officer of his or her duties and shall immediately forward a written statement setting forth the reason for such action to the head of the assisting agency or his or her designee.

9. While temporarily assigned to the requesting agency, law enforcement officer(s) of the assisting agency shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as officers of the requesting agency in addition to those he or she normally possesses.

10. Nothing herein shall be construed as limiting or reducing any law enforcement agency or officer’s common law power or statutory authority.

11. No transfer or assumption of additional liability for the acts of any law enforcement officer is intended by the parties to this Agreement.

12. In the event a participating law enforcement agency should desire to withdraw from this Agreement, the party desiring termination shall provide a thirty (30) day written notice to the other party setting forth the effective date of such withdrawal.

13. Any term or terms of this Agreement found invalid shall not invalidate any other term or terms of this Agreement.
14. This Agreement will continue in effect unless and until terminated by either party pursuant to terms described herein.

IN WITNESS THEREOF, the parties hereunto set their hands, this the ____ day of __________________, 2009.

UNIVERSITY OF NORTH CAROLINA  
AT CHAPEL HILL  

Chief Jeff B. McCracken  
Director of Public Safety

Richard L. Mann  
Vice Chancellor for Finance & Administration

ECU POLICE DEPARTMENT

Scott Shelton  
Chief of Police

William R. Koch  
Associate Vice Chancellor  
Environmental Health & Campus Safety
Appendix D

MUTUAL AID AGREEMENTS BETWEEN
LAW ENFORCEMENT AGENCIES IN NORTH CAROLINA

Roy Cooper
Attorney General
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3. Mutual Aid Agreement Pursuant to N.C.G.S. § 90-95.2

4. "Fill in the Blank" Form to Request Temporary Assistance
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2. N.C.G.S. § 15A-405
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4. N.C.G.S. § 18B-501
5. N.C.G.S. § 90-95.2
6. N.C.G.S. § 153A-212
7. N.C.G.S. § 160A-282
8. N.C.G.S. § 160A-283
9. N.C.G.S. § 160A-288
10. N.C.G.S. § 160A-288.1
11. N.C.G.S. § 160A-288.2

A copy of each of these statutes is available at www.ncleg.net
I. INTRODUCTION

One of the most valuable tools North Carolina law enforcement agencies have at their disposal is the ability to share resources and expertise among agencies pursuant to mutual aid agreements. From the occasional need to borrow equipment to an extended undercover drug investigation, and from the need for additional officers in time of a natural disaster to the ability of an officer from a city being able to assist a deputy in the county, mutual aid agreements are exercised daily throughout the state. Departments both large and small occasionally need additional help, and mutual aid agreements enable officers to lend a helping hand in times of need.

The purpose of this publication is to provide law enforcement agencies and their officers with a reference guide that includes the statutory authority, instructions on how to enter into an agreement, the limitations of any agreement, the answers to the most commonly asked questions about such agreements, and examples of various documents to assist in entering into mutual aid agreements. The documents provided, set forth the proper terms to be included and also provide the correct procedure for the exercise of the agreement. The forms are derived from various sources and have been distributed by the Office of the Attorney General to law enforcement agencies.

This publication will provide the agency and the officer with the requirements of both Chapter 160A (cities and towns; also counties) and Chapter 90 (the drug laws) of the North Carolina General Statutes and will address mutual aid agreements between local governments (e.g. city and city, city and county, and county and county) and between local government and the state. Only brief mention, by way of explanation, is made of agreements with federal law enforcement agencies.

The legal opinions expressed in this publication are based on statutory authority and advisory and formal opinions of the Office of the Attorney General. There is little case law directly addressing the exercise of law enforcement authority pursuant to a mutual aid agreement.

Also, it is important to note that the territorial jurisdiction of numerous local law enforcement agencies has been expanded by local modification to the governing statutes. It is suggested that an agency or officer look at the notations to N.C.G.S. § 160A-286 ("Extraterritorial jurisdiction of policemen") and N.C.G.S. § 15A-402 ("Territorial jurisdiction of officers to make arrests") to determine if their agency, or an agency that they intend to enter into a mutual aid agreement, is effected by a local modification.
II. LAW ENFORCEMENT OFFICERS ASSISTING AS PRIVATE CITIZENS

When outside either his territorial or subject matter jurisdiction, a law enforcement officer is a private citizen, i.e., the officer cannot make an arrest, serve a search warrant, issue a citation, or direct traffic. However, in certain situations, private citizens are given authority similar to that of a law enforcement officer.

All private citizens are given authority to "detain" another person pursuant to N.C.G.S. § 15A-404. Private citizens do not possess the power of arrest in North Carolina. A person may detain another person when he has probable cause to believe that the person detained has committed in his presence:

1. A felony;
2. A breach of the peace;
3. A crime involving physical injury to another person; or
4. A crime involving theft or destruction of property.

Any detention must be in a reasonable manner considering the offense involved and the circumstances of the detention. The detention can be no longer than the time period required to either 1) determine that no offense was committed, or 2) surrender the person to a law enforcement officer.

A private citizen who detains another must immediately notify a law enforcement officer and, unless he determines no offense has been committed and releases the person, must surrender the person to the law enforcement officer. Therefore, "detain" means "to hold or keep in or as if in custody," and a private citizen is not allowed to employ any greater force than an officer could employ to effect an arrest under similar circumstances. (See State v. Wall, 304 N.C. 609 (1982))

Further, private citizens may assist law enforcement officers in effecting arrests and preventing escapes from custody when requested to do so by a law enforcement officer. Pursuant to N.C.G.S. § 15A-405, a person has the same authority to effect an arrest or prevent escape from custody as the officer making the request. However, such private citizens are not excused from the use of unreasonable or excessive force or for willful, malicious or criminally negligent conduct. Nor would they be excused from an incident where the officer was wrong; the officer's actions can be imputed to the citizen. North Carolina General Statute § 15A-405(b) does, however, provide certain protections against civil and criminal liability for acts done at the request of an officer, unless he knows the arrest is invalid.

So what does all this mean? It means these are the only authorities an officer has, or the only protections provided, when an officer leaves his own jurisdiction to assist another officer to perform a law enforcement function.
III. MUTUAL AID AGREEMENTS BETWEEN LOCAL AGENCIES PURSUANT TO CHAPTER 160A

The primary authority for city and county law enforcement agencies to enter into mutual aid agreements is N.C.G.S. § 160A-288, entitled "Cooperation between law enforcement agencies." Although Chapter 160A governs cities and towns, N.C.G.S. § 153A-212 makes this statute applicable to counties. Additionally, N.C.G.S. § 18B-501(d) gives local ABC officers the status of a "law enforcement agency" for purposes of N.C.G.S. § 160A-288 and a local ABC board the same authority as a city or county governing body to approve cooperation between law enforcement agencies under this statute.

This statute requires a local law enforcement agency lending assistance to obtain authorization to enter a mutual assistance agreement from the governing body of its city or county, i.e., town or city council or commission or county board of commissioners. Once this authorization is obtained, the head of the agency, e.g. the chief or sheriff, or a person delegated authority by the agency head, may temporarily provide assistance to another agency if the assistance is requested in writing by the head of the other agency. Only one officer in the agency shall have the delegated authority at any time.

The statute authorizes agencies to loan:

1. Officers (including in an undercover capacity);
2. Equipment; and
3. Supplies.

The statute authorizes agencies to assist in enforcing the laws of North Carolina. The governing body may officially adopt rules, policies, or guidelines placing conditions or restrictions on the exercise of any agreement. However, the statute specifically provides that while on duty with the requesting agency, an officer is subject to the lawful operational commands of his superior officers in the requesting agency. Such officers remain, however, under the control of their employing (i.e., lending) agency for administrative and personnel purposes, including pay.

While working with the requesting agency, an officer shall have the same jurisdiction, powers, rights and privileges as an officer of the requesting agency, in addition to those the officer normally possesses. This includes immunities relating to the defense of civil actions and payment of judgments. Further, assisting officers are entitled to workers' compensation and the same benefits as though they were functioning within the normal scope of their duties.

For purposes of this statute "law enforcement agency" means only:

1. A municipal police department,
2. A county police department,
3. A sheriff's department, and
4. Local ABC officers.

By the express language of this statute, all other state and local agencies are excluded from the provisions of N.C.G.S. § 160A-288. (Assistance by State law enforcement officers is
covered in 160A-288.1.) The statute equates the following with a municipal police department for purposes of this statute:

1. A campus law enforcement agency established pursuant to N.C.G.S. § 116-40.5(a) and N.C.G.S. § 115D-21.1(a),

2. A campus police agency established pursuant to Chapter 74E or 74G of the North Carolina General Statutes,

3. Local airport police established pursuant to G.S § 63-53, and


Therefore, N.C.G.S. § 160A-288 applies only to these agencies and officers. Other than campus company police, N.C.G.S. §§ 74E-6(d) and (g) and § 74G-6(c) provide that no other type of company police agency has the authority to enter into mutual assistance agreements. However, a local act was passed in 2007, which allows the Lake Royale Company Police Program to enter into a multi-jurisdictional drug task force at the request of the Franklin County Sheriff.

Prior to any mutual assistance agreement being entered into by the agency, the governing body of the city or county (or local ABC board or board of trustees of a college or university) must take official action to authorize entry into an agreement pursuant to N.C.G.S. § 160-288. This is normally done by a resolution. (Note: An example of such a resolution is included in the Appendix.) The required resolution can be either specific or general. A specific resolution authorizes the agency to enter mutual assistance agreements only with certain listed agencies. Therefore, if the chief or sheriff wants to enter into agreements with other agencies not specifically listed, the governing body must pass an additional resolution.

A general resolution authorizes the chief or sheriff to enter into mutual assistance agreements but does not specify with which agencies the agreements may be executed. This type of resolution allows the chief or sheriff to enter an agreement with additional agencies at a later date; no additional resolution is required. The general resolution provides greater flexibility and involves the least effort by the governing body. The general resolution permits the chief or sheriff to participate in mutual assistance agreements as the need arises.

Although the statute requires that any mutual assistance rendered must be "temporary," it does not restrict the duration of the underlying mutual assistance agreement. Therefore, the underlying mutual assistance agreement is not required to have an expiration date. However any references within the mutual assistance agreement to the assistance should be to "temporary assistance." It is the assistance that must be temporary, and not the agreement itself. "Temporary" is defined as "lasting for a limited period of time." When officers are being loaned for a longer assignment, such as undercover drug investigation, the written request should specify the time covered by the "temporary assistance." In such instances many agencies have elected to use requests for mutual assistance that do not exceed 12 months, although this period is not mandated by law.
Also, the statute requires that once the mutual aid agreement is in existence, any request for assistance must be in writing. Although no appellate court decisions interpret the "writing" requirement of N.C.G.S. § 160A-288, it has been the consistent opinion of this Office (see, 47 NCAG 181 (1978)) that the purpose of the statute would be fulfilled if some writing exists to confirm that the officers were in fact requested to come outside their territorial jurisdiction. As a practical matter, sometimes the need for assistance is immediate. In those circumstances, a writing memorializing the request for assistance may be subsequently prepared. Such an interpretation provides allowance for "officer needs assistance" and other emergency requests where a prior request is not practically feasible. In keeping with these statutory requirements and opinions of this Office, an urgent request for assistance may be made orally (e.g. by radio, telephone, or personally), then followed up with an additional written request as soon as practical. A "fill in the blank" form is sufficient to fulfill the requirement of a writing. (An example of such a form is included in the Appendix).

The statute specifies that the request for assistance must be "in writing" but does not specify, nor restrict, the mechanism for transmitting the written request. Therefore, in addition to a letter sent by traditional means, the request may be sent electronically by FAX, the DCI network, or by e-mail.

The mutual aid agreement document itself, alone, will not suffice for the written request for assistance. There must be a separate written request for assistance. In those situations where the assistance is to be over an extended period -- such as an undercover investigation or a joint task force -- the Attorney General's Office has consistently advised that the separate written request for assistance should specify that the assistance is "temporary" (e.g. 12 months or less).

Further, the statute provides that the agency head may delegate his authority to request mutual assistance to another officer, "but only one officer in the agency shall have this delegated authority at any time." Therefore, the agency can delegate this authority to a named individual officer (i.e., Capt. John Doe) or to a specified position or rank (i.e., highest ranking or most senior officer on duty or the shift supervisor).

Copies of example mutual assistance agreements are included in the Appendix. Any mutual assistance agreement should provide certain essential elements. Some of these elements are required by statute, while others should be included as a practical matter. All mutual assistance agreements should be reviewed by the agency's legal counsel prior to signing.

The mutual aid agreement should require the requesting agency to notify the assisting agency whenever assistance is needed. The agreement should specify that the request be in writing and in advance, if possible. Further, it should state that if an emergency arises and a written request for assistance cannot be given in advance, once the emergency is over the request will be documented in writing by a letter from the requesting agency to the assisting agency.

The mutual aid agreement should state that the requested assistance will be provided "when feasible to do so." Such a provision will allow for those occasions where an agency is not able to provide the requested assistance due to its own personnel or equipment shortage or emergency situation.
As to loaned officers, the agreement should reflect the statute and make clear that the loaned officer has all the jurisdiction, powers, rights and privileges of an officer of the requesting agency, in addition to those he already possesses. Further, since the statute provides that the assisting officer is subject to the lawful operational commands of his superior officers in the requesting agency, a mutual aid agreement can provide that the requesting agency assumes any and all liability for the acts of the officer while he is assisting that agency.

Similarly, since the statute specifically addresses the question of personnel and pay, as well as worker's compensation, the agreement can mirror this language in its terms.

Also, the agreement should address liability for damage to, or loss of, loaned equipment. The agencies should negotiate this issue and memorialize their resolution in the text of the mutual aid agreement.

Do not put an expiration date in the agreement unless the agency wishes the agreement to be effective only for a specific period. A mutual aid agreement can be continuing; it is the "assistance" that must be temporary. However, as stated earlier, this Office has consistently suggested that even mutual aid agreements that are intended to be continuing should be reviewed, and possibly re-executed, annually.

Finally, any mutual assistance agreement between local agencies should be signed by the chief or sheriff of each agency.

Each agency's departmental file should contain all pertinent documents once a mutual aid agreement has been entered into. The agency's departmental file should contain a copy of the resolution adopted by the governing body of the other law enforcement agency. Also, the file should contain the original signed copy of the mutual assistance agreement entered into between the heads of the respective law enforcement agencies.

The absence of a mutual aid agreement, or a defective but executed mutual aid agreement, leaves an officer acting outside his jurisdiction with only those authorities and protections provided by N.C.G.S. §§ 15A-404 and 405.

A North Carolina law enforcement agency has no authority to enter into a mutual aid agreement with another state, or with an entity of another state such as an out-of-state law enforcement agency. The authority delegated to local enforcement agencies by the North Carolina General Assembly is expressly limited to within North Carolina. Further, under N.C.G.S. § 147-12(4), only the Governor has the authority to enter into a contract, pact, or agreement with another state or the federal government. The only authority granted by the General Assembly for a local entity to enter into mutual assistance agreements with another state is under Chapter 166A, the North Carolina Emergency Management Act. Pursuant to N.C.G.S. § 166A-10, the governing body of local governments may enter into mutual aid agreements for reciprocal emergency management aid and assistance subject to the approval of the Governor.

Therefore, even if a law enforcement agency in another state has the authority to enter into an agreement with a North Carolina agency, the North Carolina agency lacks the authority to grant any jurisdiction, powers, rights, privileges, or immunities upon the out-of-state agency or its officers.
IV. MUTUAL ASSISTANCE AGREEMENTS BETWEEN LOCAL AND STATE AGENCIES PURSUANT TO CHAPTER 160A

For a local officer to leave his territorial jurisdiction to assist a state law enforcement officer, the local officer must be acting pursuant to either a mutual assistance agreement with a state law enforcement agency or the powers available to a private citizen under N.C.G.S. § 15A-405. To the contrary, a mutual aid agreement is not required for a local law enforcement agency with territorial and subject matter jurisdiction to assist a state law enforcement agency that has subject matter jurisdiction.

In addition to authorizing certain local law enforcement agencies to enter into mutual aid agreements among themselves, Chapter 160A also authorizes the same agencies to enter into mutual aid agreements with a state law enforcement agency. North Carolina General Statute § 160A-288.2, entitled “Assistance to State law-enforcement agencies,” authorizes municipal police departments, county police departments, and sheriff's departments to enter into agreements to provide assistance, upon request, to officers of a state law enforcement agency. Pursuant to N.C.G.S. § 18B-501(e), under certain conditions local ABC officers are authorized by statute to assist state law enforcement agencies and are given statewide jurisdiction when doing so.

For purposes of this statute “State law-enforcement agency” is defined as "any State agency, force, department, or unit responsible for enforcing criminal laws." Such agencies have statewide jurisdiction (although some may be limited as to subject matter jurisdiction) and, therefore, can assist a local officer when needed. Specifically the definition of state law-enforcement agency includes:

1. The State Highway Patrol,

2. Alcohol Law Enforcement Division (ALE) of the Department of Crime Control and Public Safety, and

3. Wildlife Resources Division (wildlife law enforcement officers) of the Department of Environment, Health, and Natural Resources.

Subparagraph (c) of N.C.G.S. § 160A-288.2 equates the following with a municipal police department for purposes of this statute:

1. A campus law enforcement agency established pursuant to G.S. 116-40.5(a),

2. A campus police agency established pursuant to Chapter 74E or 74G of the general statutes, and


The provisions of N.C.G.S. § 160A-288.2 are identical to N.C.G.S. § 160A-288 in all other respects. A mutual aid agreement with a state law enforcement agency requires:

1. Authorization by the governing body for the lending agency,
2. Assistance be requested in writing by the agency head or delegated authority, and

3. Temporary assistance only.

The assistance may be lending officers (including working in an undercover capacity) and equipment and supplies. Furthermore, as with N.C.G.S. § 160A-288 mutual assistance agreements, officers assisting a state law enforcement agency pursuant to N.C.G.S. § 160A-288.2 shall:

1. Have the same jurisdiction, powers, rights, privileges, and immunities as the officers of the requesting agency in addition to those he normally possesses;

2. Be subject to the lawful operational commands of his superior officers in the requesting agency;

3. Remain under the control of the lending agency for purposes of personnel and administration, including pay; and

4. Be entitled to worker's compensation and other benefits to the same extent as though he were functioning within the normal scope of his duties.

A North Carolina law enforcement agency has no authority to enter into a mutual aid agreement with another state, or with an entity of another state such as an out-of-state law enforcement agency. The authority delegated to local enforcement agencies by the North Carolina General Assembly is expressly limited to within North Carolina. Further, under N.C.G.S. § 147-12(4), only the Governor has the authority to enter into a contract, pact, or agreement with another state or the federal government. The only authority granted by the General Assembly for a local entity to enter into mutual assistance agreements with another state is under Chapter 166A, the North Carolina Emergency Management Act. Pursuant to N.C.G.S. § 166A-10, the governing body of local governments may enter into mutual aid agreements for reciprocal emergency management aid and assistance subject to the approval of the Governor.

Therefore, even if a law enforcement agency in another state has the authority to enter into an agreement with a North Carolina agency, the North Carolina agency lacks the authority to grant any jurisdiction, powers, rights, privileges, or immunities upon the out-of-state agency or its officers.

By way of information, it is important to note that N.C.G.S. § 160A-288.1 authorizes the Governor to temporarily assign state law enforcement officers with statewide authority to provide law enforcement protection when local law enforcement officers:

1. Are engaged in a strike;
2. Are engaged in a slowdown;
3. Otherwise refuse to fulfill their law enforcement responsibilities; or
4. Submit mass resignations.

This action can be taken by the Governor only upon the written request of the governing body of the affected city or county. If the request is from a county's governing board, it must be made upon the advice of the sheriff of that county.

This statute provides that the Governor shall formulate such rules, policies, or guidelines as may be necessary to establish a plan to carry out a request under this statute. It also provides for compensation, benefits, and supervision of such state officers.

V. MUTUAL AID AGREEMENTS PURSUANT TO CHAPTER 90

In addition to the statutes governing mutual aid agreements between local agencies and between a local agency and a state agency in the enforcement of all criminal laws and other matters, the legislature provided for mutual aid agreements for the enforcement of specific types of criminal offenses.

North Carolina General Statutes § 90-95.2 provides for mutual assistance agreements between agencies for purposes of enforcing Chapter 90, the North Carolina Controlled Substances Act. This statute is substantially similar to N.C.G.S. § 160A-288, with certain exceptions.

First, N.C.G.S. § 90-95.2 is for the limited purpose of enforcing the North Carolina Controlled Substances Act, unlike N.C.G.S. § 160A-288, which applies to all criminal laws. Second, this statute provides in subsection (b)(2) that Chapter 90 mutual aid agreements may be entered into by any state or local law enforcement agency, force, department, or unit responsible for enforcing criminal laws in North Carolina. This definition of "law enforcement agency" includes numerous agencies not included under N.C.G.S. § 160A-288(b)(2). Third, unlike Chapter 160A mutual aid agreements, there is no requirement in N.C.G.S. § 90-95.2 that a law enforcement agency lending assistance have the authority of its governing body.

However, the language of this statute, in conjunction with N.C.G.S. § 74E-6(d) and (g), would prevent this statute from being applicable to any company or campus police agency certified pursuant to Chapters 74E or 74G.

With the exceptions immediately above, the requirements for N.C.G.S. § 90-95.2 are the same, and the guidelines set forth in Sections III. and IV., above, for Chapter 160A mutual assistance agreements are equally applicable. Therefore, when executing such an agreement, keep in mind that Chapter 90 agreements:

1. Are limited to violations of Chapter 90, the North Carolina Controlled Substances Act;

2. Can be entered into with any state or local law enforcement agency or department responsible for enforcing criminal laws in North Carolina; and
3. Do not require authorization from the governing body.

Otherwise, all the requirements set forth above, both statutory and practical, are applicable to mutual aid agreements pursuant to N.C.G.S. § 90-95.2.

VI. MUTUAL AID AGREEMENTS WITH FEDERAL AGENCIES

As with mutual aid agreements with an out-of-state law enforcement agency, a North Carolina law enforcement agency has no statutory authority to enter into a mutual aid agreement with a federal law enforcement agency. However, because of what is referred to as "the federal pre-emption doctrine", a state or local law enforcement agency may do so if authorized by federal law. "Federal pre-emption" means that the United States Constitution and acts of Congress have given the federal government exclusive power over certain matters and states are prevented from asserting jurisdiction.

Research has not revealed a "federal law enforcement mutual aid agreement" statute in the United States Code. However, certain policies and provisions exist to provide for cooperative efforts and mutual aid and assistance to federal law enforcement agencies, and vice versa.

As a general rule, the United States Marshals only "cross-swear" state or local law enforcement officers for specific acts or cases, and then only for a specified period of time. Some federal law enforcement agencies, such as the United States Forest Service (see, 16 U.S.C. 551a) and the National Park Service (see, 16 U.S.C. 7A, et seq.), may enter into "cooperative agreements" for the enforcement of criminal violations within their territorial jurisdiction with law enforcement agencies that otherwise have territorial jurisdiction. Such jurisdiction is dependant upon whether the jurisdiction on the federal property is concurrent or exclusively federal. (With a few exceptions, jurisdiction on both United States Forest Service and National Park Service property in North Carolina is concurrent and an agreement has been signed by the Governor.) Certain state and local law enforcement agencies in North Carolina currently participate in cooperative agreements with federal agencies. Local ABC officers are authorized by statute to assist federal law enforcement agencies under certain conditions and are given statewide territorial jurisdiction when doing so. See, N.C.G.S. § 18B-501(e).

Although not a statute to provide for mutual assistance agreements, North Carolina does have a special provision of law that allows specified full-time law enforcement officers employed by the federal government to enforce state criminal laws in North Carolina under certain circumstances. North Carolina General Statutes § 15A-406 provides that the agents and officers of the federal agencies listed in the statute may provide temporary assistance to a state or local law enforcement agency or officer if:

1. Requested by the head of the state or local agency, or his designee, and the request is within the scope of the state or local law enforcement agency's subject matter and territorial jurisdiction; or
2. Requested by a state or local officer when at the time of the request the officer is acting within the scope of his subject matter and territorial jurisdiction.

A federal officer who has been requested to provide temporary assistance has the same powers and immunities as a North Carolina law enforcement officer while acting pursuant to this statute. The federal officer is not, however, considered an officer, employee, or agent of any state or local law enforcement agency and acts within the scope of his office or employment for purposes of the Federal Tort Claims Act while acting pursuant to this statute.

North Carolina General Statute § 15A-406 expressly states that “nothing in this statute shall be construed to expand the authority of federal officers to initiate or conduct an independent investigation into any violation of North Carolina law.”

Additionally, certain state agencies are statutorily allowed to confer law enforcement powers over criminal laws and other matters within their jurisdiction upon federal officers. For example, the Marine Fisheries Commission may confer such authority upon employees of the National Marine Fisheries Service and the Wildlife Resources Commission may confer such authority upon employees of the United States Fish and Wildlife Service. See, N.C.G.S. § 113-138.

Additionally, some state and local law enforcement agencies may have officers that are designated to perform certain immigration law enforcement functions pursuant to Section 287(g) of the Federal Immigration and Nationality Act. This Federal provision allows Immigration and Customs Enforcement (ICE) to provide state and local law enforcement officers with the training and subsequent authorization to identify, process, and when appropriate, detain certain immigration offenders. In order to have this authority, an agency must enter into a Memorandum of Agreement with the Department of Homeland Security.

VII. OTHER METHODS OF ASSISTANCE

In addition to the mutual aid agreements provisions previously addressed herein, numerous other methods exist to give a state or local law enforcement agency, or an individual officer, expanded jurisdiction as a means of assisting another agency or officer. Some of these methods may not be available because of policies of the agency head or agency in question or other considerations.

A. "CROSS-SWORN" AS AN OFFICER WITH ANOTHER AGENCY

Pursuant to N.C.G.S. § 128-1.1(a) both the North Carolina Criminal Justice Education and Training Standards Commission and the North Carolina Sheriffs' Education and Training Standards Commission allow an officer certified by them to also be sworn with a second agency. Such a provision allows municipal officers to assist other municipalities, whether within or without their county, and to assist county officers in the county. It also allows county officers, whether sheriff's deputies or county police officers, to assist in municipalities outside their county and in adjoining counties.
Since a deputy sheriff has jurisdiction anywhere in his county, he does not need a mutual assistance agreement in order to assist a city or town police officer within the police officer's city or town. However, for the city or town police officer to provide assistance to the deputy sheriff outside of the police officer's jurisdiction, the police officer would need to be acting pursuant to N.C.G.S. § 15A-405 or a mutual assistance agreement. Also, for a deputy sheriff to receive assistance from a deputy in an adjoining county, a mutual assistance agreement or the authority of N.C.G.S. § 15A-405 would be required. Therefore, even though a sheriff and his deputies have jurisdiction everywhere in their county, mutual assistance agreements can nevertheless work to their benefit. Further, state law enforcement officers can assist a municipality or county in the enforcement of the criminal laws and other matters outside the state officer's subject matter jurisdiction.

Many of these problems can be resolved by simply having the officer "cross-sworn" with an agency with jurisdiction. However, the cross-swear of any law enforcement officer, whether state or local, is subject to policy considerations of both the officer's primary employing agency, as well as the agency with which he seeks to be sworn.

As a general rule, an officer who is cross-sworn is subject to the operational commands, as well as the personnel and administrative control of the agency whose jurisdiction he is exercising or whose authority he is operating under. If he is exercising the jurisdiction, powers, rights and privileges of the agency with which he is sworn, he is subject to the immunities, including those relating to the defense of civil actions, of a regularly employed officer of that agency. Similarly, the agency with which he is sworn, and whose jurisdiction he is exercising, is civilly liable for his acts, including the payment of any judgments.

North Carolina General Statutes § 160A-282 provides that volunteer auxiliary officers and deputies of city and county auxiliary law enforcement organizations are entitled to certain benefits, including coverage under the North Carolina Workers' Compensation Act.

**B. JOINT CITY AND COUNTY AUXILIARY LAW ENFORCEMENT ORGANIZATIONS**

The governing body of any city, town or county is authorized by N.C.G.S. § 160A-283 to create and establish a joint law enforcement officers' auxiliary organization with one or more cities, towns or counties. This statute is made applicable to counties by N.C.G.S. § 153A-212. The joint organization must be established by a resolution or ordinance of each participating city, town, or county, and the resolution or ordinance must specify whether the members of the organization shall be volunteers or paid. Further, this statute provides that:

1. Members shall be appointed by the respective governing body;

2. Members shall take the oath required for law enforcement officers;

3. The organization may be called into service at anytime by:
a. the mayor or chief of police of the participating city or town, or

b. the chairman of the board of commissioners or sheriff of the participating county.

4. Members shall be members of the agency which called them into service;

5. Members shall be entitled to all powers, privileges and immunities, including benefits under the Worker's Compensation Act as the regularly employed officers of the governing body that called them into service;

6. Members shall wear the uniform proscribed by such auxiliary organization while exercising any of the duties or authority of the organization;

7. Members shall not be considered as "public officers" within the meaning of the North Carolina Constitution.

C. INTER-LOCAL COOPERATION

North Carolina General Statutes Chapter 160A, Article 20, Part 1, provides for "inter-local cooperation." Pursuant to these statutes, any unit of local government may enter into contracts or agreements with each other in order to execute any undertaking. A "unit of government" is defined by N.C.G.S. § 160A-460(2) as "a county, city, consolidated city-county, local board of education, sanitary district, or other local political subdivision, authority, or agency of local government." North Carolina General Statutes § 153A-212 makes these statutes applicable to counties. An "undertaking" means the joint exercise by two or more units of local government of any power, function, public enterprise, right, privilege, or immunity of local government. Therefore, an "undertaking" can include law enforcement functions.

Any such contract or agreement for the joint exercise of powers must be ratified by resolution of the governing board of each unit and be of reasonable duration. These statutes set forth the provisions that must be included in any contract or agreement, the conferring of powers, duties, rights, or functions upon a joint agency, appropriating funds to such agencies, and the appointment of personnel.

D. INTERCHANGE OF GOVERNMENTAL EMPLOYEES

North Carolina General Statutes Chapter 126, Article 10, provides for the interchange of governmental employees. Any division, department, agency, instrumentality, authority, or political subdivision of the state may participate in a program of interchange of employees with divisions, department, agencies, instrumentalities, authorities, or political subdivision of the federal
government, of another state, or of this state. These statutes set forth the authority of sending and receiving agencies, the status of employees, administration, and expenses.

VIII. COMMONLY ASKED QUESTIONS ABOUT MUTUAL AID AGREEMENTS

1. **Who may enter into mutual aid agreements in North Carolina?**

   **Answer:** Under N.C.G.S. § 160A-288 and other statutes, any city, town, or county police or sheriff's department, local ABC officers, campus law enforcement agency, municipal airport police, and Butner Public Safety may enter into a mutual aid agreement with any other of the above agencies. The same is true for any state law enforcement agency under N.C.G.S. § 160A-288.2. Under N.C.G.S. § 90-95.2, any state or local law enforcement agency, force, department, or unit responsible for enforcing criminal laws in North Carolina may enter into mutual aid agreements for the limited purpose of enforcing the North Carolina Controlled Substances Act. With the exception of campus company police under N.C.G.S. §§ 160A-288 and 288.2, company police agencies may not enter into mutual aid agreements under N.C.G.S. §§ 160A-288 and 160A-288.2 or N.C.G.S. § 90-95.2.

2. **Must a local law enforcement agency lending assistance obtain authorization to enter a mutual aid agreement?**

   **Answer:** Yes, but only for mutual aid agreements under N.C.G.S. § 160A-288; no such requirement exists for mutual aid agreements under N.C.G.S. § 90-95.2. The authorization must be by the town or city council or commission, county board of commissioners, local ABC board, or the board of trustees of an institution of higher education. Only the agency lending assistance is required to have such authorization.

3. **Who can authorize assistance to be given under a mutual aid agreement?**

   **Answer:** The chief or sheriff of the local agency, or the director or chief officer of a state law enforcement agency, or a person designated by such agency head. The agency is not limited to only one designated person per agency, but can only have one designated person at any one time, such as one per shift.

4. **Are all mutual aid agreements temporary?**

   **Answer:** No. The duration of a mutual aid agreement is not restricted. It is the assistance that must be temporary, not the agreement. However, an agency can enter into a "temporary mutual aid agreement" -- an agreement of short duration with an expiration date -- if the agency so chooses.
5. **MUST THE REQUEST FOR ASSISTANCE BE IN WRITING?**

*Answer:* Yes. However, in situations where it would be impractical to make a written request for assistance prior to assistance being rendered, such as in an emergency, the request can be followed up by a writing confirming the request as soon as practicable.

6. **WHAT POWERS DOES AN OFFICER HAVE WHEN ASSISTING ANOTHER OFFICER OR AGENCY?**

*Answer:* The officer has the same jurisdiction, powers, rights, privileges, and immunities as the officers of the requesting agency in addition to those he normally possesses.

7. **WHO SUPERVISES AN OFFICER ON LOAN TO ANOTHER AGENCY?**

*Answer:* A loaned officer is subject to the lawful operational commands of his superior officers in the receiving agency. However, for personnel and administrative purposes, including pay, the officer remains under the control of his own agency. This is the case for all three types of mutual assistance agreements (i.e., between local agencies, between local and state agencies, and for the sole purpose of enforcing the drug laws).

8. **WHO IS RESPONSIBLE FOR DAMAGED OR LOST LOANED EQUIPMENT?**

*Answer:* The agencies can negotiate this issue. The agreement should specify the agencies’ resolution of the issue.

9. **MUST AN AGENCY HAVE A MUTUAL AID AGREEMENT DIRECTLY WITH THE BORROWING AGENCY?**

*Answer:* Yes. An agency must have an agreement directly with the agency to which it is lending assistance.

10. **WHAT CONSTITUTES A "STATE LAW ENFORCEMENT AGENCY?"**

*Answer:* A "state law enforcement agency" is defined as "any state agency, force, department, or unit responsible for enforcing criminal laws." This is a broad definition that would include virtually all laws enforcement agencies within a state government department or agency. However, special company police agencies that would otherwise meet the definition are excluded from participating in mutual aid agreements.

11. **MAY A NORTH CAROLINA LOCAL LAW ENFORCEMENT AGENCY ENTER INTO A MUTUAL AID AGREEMENT WITH A LAW ENFORCEMENT AGENCY IN ANOTHER STATE?**

*Answer:* No. No authority exists for a North Carolina law enforcement agency to enter into a mutual aid agreement with another state, or with an entity of another state such as an out of state law enforcement agency.
12. **Can a mutual aid agreement pursuant to Chapter 90 be for any purpose?**

   **Answer:** No. Mutual aid agreements pursuant to Chapter 90 are for the limited purpose of enforcing the North Carolina Controlled Substances Act.

13. **Who can enter into mutual aid agreements under Chapter 90?**

   **Answer:** Any state or local law enforcement agency, force, department, or unit responsible for enforcing criminal laws in North Carolina. However, all company police agencies, even though they would otherwise meet this definition, are excluded from participating in mutual aid agreements under Chapter 90.

14. **Do mutual aid agreements pursuant to Chapter 90 require authorization from the agency’s governing body?**

   **Answer:** No. Unlike the general mutual aid agreements for the enforcement of all criminal laws and other matters, mutual aid agreements pursuant to Chapter 90 do not require authorization from the agency’s governing body.

15. **Is there statutory authorization for a North Carolina law enforcement agency to enter into a mutual aid agreement with a federal agency?**

   **Answer:** No. However, other methods exist in order to provide for cooperative efforts with federal agencies and to give and receive mutual aid and assistance.

16. **Are mutual aid agreements the only method available to expand an officer’s jurisdiction as a means of assisting another agency or officer?**

   **Answer:** No. Other methods of assistance exist, including being "cross-sworn" as an officer with another agency, and various statutory methods for joint auxiliary organizations, inter-local cooperation, and exchange of governmental employees.
APPENDIX

EXAMPLES OF DOCUMENTS
RESOLUTION ADOPTING A POLICY FOR MUTUAL ASSISTANCE
WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, pursuant to North Carolina General Statutes § 160A-288, the governing body of a county may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of ____________ County to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of ____________ County;

NOW, THEREFORE, BE IT RESOLVED BY THE _________________ THAT:

1. The Sheriff is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.

2. The Sheriff is hereby authorized to permit officers of the ________________ Sheriff’s Office to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Sheriff may lend such equipment and supplies to requesting agencies as he deems advisable.

3. All such request and authorizations shall be in accordance with North Carolina General Statutes § 160A-288, as applicable.

4. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses.

5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer’s superior officers in the requesting agency, but the officer shall for personnel and administrative purposes, remain under the control of the officer’s own agency, including for purposes of pay. An officer shall furthermore be entitled to worker’s compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer’s duties.
6. The Sheriff is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

____________________ moved for the adoption of the foregoing resolution.

____________________ seconded the motion and, upon vote, the same was adopted.

This the ___ day of _____________, 2___.

____________________
Chairman,_____________________
Board of Commissioners
RESOLUTION ADOPTING A POLICY FOR MUTUAL ASSISTANCE WITH OTHER LAW ENFORCEMENT AGENCIES

WHEREAS, pursuant to North Carolina General Statutes § 160A-288, the governing body of a city may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of ______________ to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of ______________.

NOW, THEREFORE, BE IT RESOLVED BY THE __________________ THAT:

1. The Chief of Police is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.

2. The Chief of Police is hereby authorized to permit officers of the ______________ Police Department to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Chief of Police may lend such equipment and supplies to requesting agencies as he deems advisable.

3. All such request and authorizations shall be in accordance with North Carolina General Statutes § 160A-288, as applicable.

4. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses.

5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

6. The Chief of Police is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable
arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

_________________________ moved for the adoption of the foregoing resolution.

_________________________ seconded the motion and, upon vote, the same was adopted.

This the _____ day of _____________, 2____.

_________________________

_________________________
MUTUAL ASSISTANCE AGREEMENT

Pursuant to North Carolina General Statutes § 160A-288 the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

1. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

2. While on duty with the requesting agency an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the loaned officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

3. When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE AGREEMENT, the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.

4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.

5. The requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer within the course and scope of the officer's temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless and indemnify the assisting agency for any damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment.

6. The requesting agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the scope and course of the temporarily assigned officer's duties or in the course and scope of the use of loaned equipment not accompanied by a temporarily assigned officer. Further, the assisting agency agrees to hold the requesting agency harmless for any damage to the property of the assisting agency occasioned by such act. The agreement shall not be construed as
a bar to any other rights or claim, either direct or by subrogation, which either agency shall have against any other party.

7. The undersigned enter into this agreement pursuant to duly adopted resolutions of their respective governing bodies, as authorized by North Carolina General Statutes § 160A-288.

NORTH CAROLINA
COUNTY OF ______________________ 2____

I, ______________________, a Notary Public of said county and state, do hereby certify that ______________________ personally appeared before me this day and acknowledge the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and notarial seal, this the _____ day of ________, 2____.

____________________ My Commission Expires: ________

Notary Public

SO AGREED.

This the ________ day of ______________________, 2____.

____________________

Sheriff

*******************************

NORTH CAROLINA
COUNTY OF ______________________ 2____

I, ______________________, a Notary Public of said county and state, do hereby certify that ______________________ personally appeared before me this day and acknowledge the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and notarial seal, this the _____ day of ________, 2____.

____________________ My Commission Expires: ________

Notary Public

SO AGREED.

This the ________ day of ______________________, 2____.

____________________

Sheriff/Chief
MUTUAL ASSISTANCE AGREEMENT

Pursuant to North Carolina General Statutes § 160A-288 the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

1. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

2. While on duty with the requesting agency an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the loaned officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

3. When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE AGREEMENT, the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.

4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.

5. The requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer within the course and scope of the officer's temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless and indemnify the assisting agency for any damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment.

6. The requesting agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the scope and course of the temporarily assigned officer's duties or in the course and scope of the use of loaned equipment not accompanied by a temporarily assigned officer. Further, the assisting
agency agrees to hold the requesting agency harmless for any damage to the property of the assisting agency occasioned by such act. The agreement shall not be construed as a bar to any other rights or claim, either direct or by subrogation, which either agency shall have against any other party.

7. The undersigned enter into this agreement pursuant to duly adopted resolutions of their respective governing bodies, as authorized by North Carolina General Statutes § 160A-288.

NORTH CAROLINA
COUNTY OF ___________________________ 2____

________________________, a Notary Public of said county and state, do hereby certify that __________, personally appeared before me this day and acknowledge the due execution of the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and notarial seal, this the _____ day of ________, 2____.

________________________ My Commission Expires: __________

Notary Public

SO AGREED.
This the __________ day of ______________________, 2____.

________________________
Chief________________________

SO AGREED.
This the __________ day of ______________________, 2____.

________________________
Sheriff/Chief________________________

Notary Public
MUTUAL ASSISTANCE AGREEMENT

Pursuant to North Carolina General Statutes § 90-95.2 the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the North Carolina Controlled Substances Act. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

1. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

2. While on duty with the requesting agency an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the loaned officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

3. When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE AGREEMENT, the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.

4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.

5. The requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer within the course and scope of the officer's temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless and indemnify the assisting agency for any damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment.

6. The requesting agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the scope and course of the temporarily assigned officer's duties or in the course and scope of the use of loaned equipment not accompanied by a temporarily assigned officer. Further, the assisting
agency agrees to hold the requesting agency harmless for any damage to the property of
the assisting agency occasioned by such act. The agreement shall not be construed as
a bar to any other rights or claim, either direct or by subrogation, which either agency shall
have against any other party.

NORTH CAROLINA
COUNTY OF ____________________________ 2 __________

I, ____________________________, a Notary Public of said
county and state, do hereby certify that _______________ personally
appeared before me this day and acknowledge the due execution of
the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and notarial seal, this the _____ day of
______, 2 __________.

______________ My Commission Expires: __________
Notary Public

SO AGREED.
This the __________ day of
____________________, 2 __________.

________________________
Sheriff/Chief

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NORTH CAROLINA
COUNTY OF ____________________________ 2 __________

I, ____________________________, a Notary Public of said
county and state, do hereby certify that _______________ personally
appeared before me this day and acknowledge the due execution of
the foregoing MUTUAL ASSISTANCE AGREEMENT.

Witness my hand and notarial seal, this the _____ day of
______________, 2 __________.

______________ My Commission Expires: __________
Notary Public

SO AGREED.
This the __________ day of
____________________, 2 __________.

________________________
Sheriff/Chief

******************************************************
OFFICE OF THE SHERIFF/________________________ POLICE DEPARTMENT

_________________ COUNTY

__________________, NC _______

Dear ____________________.

In accordance with North Carolina General Statute _____ and a Mutual Assistance Agreement entered into pursuant to this statute on ______, this letter is to be considered a formal request that the following officer(s) be allowed to assist officers of this agency from ______ a.m./p.m., ______, 20____ through __________ a.m./p.m. ____________, 20___:

_________________________ from the __________________

name of officer agency

_________________________ from the __________________

name of officer agency

Pursuant to this statute, the above requested officer(s), while working with this agency, shall have the same jurisdiction, power, rights, privileges, and immunities as the officers of this agency in addition to those he normally possesses.

While on duty with this agency, he shall be subject to the lawful operational commands of the superior officers within this department, but he shall, for workers' compensation, health insurance, personnel and administrative purposes, remain under the control of his own agency, including for purposes of pay.

He shall, furthermore, be entitled to workers' compensation from his own agency when acting pursuant to this statute to the same extent as though he were functioning within the normal scope of his duties.

Respectfully Submitted,

__________________________
Sheriff/Chief

County/City

__________________________
Date

Approved:

__________________________
Sheriff/Chief/Designated Person

County/City

__________________________
Date