MICHIGAN RADIOLOGIC AND IMAGING SCIENCES (MiRIS)
CONSORTIUM AGREEMENT

Grand Valley State University (GVSU), Kellogg Community College (KCC), Grand Rapids Community College (GRCC), Lake Michigan Community College (LMCC), Lansing Community College (LCC), and Mid-Michigan Community College (MMCC), (herein after collectively referred to as the "Consortium Members", "MiRIS Consortium", "Consortium" or "Members" and individually as "Consortium Member" or "Member") agree to the following:

CONSORTIUM MEMBERS
The Consortium Members are two and four year institutions of higher education who agree to share resources and cooperate in offering educational opportunities for their students seeking to earn degrees and certificates in Radiologic and Imaging Sciences.

MISSION
This MiRIS Consortium has been created to provide didactic hybrid distance education, laboratory simulation, and clinical educational experiences in advanced medical imaging modalities with opportunities for students to earn associate, baccalaureate, or graduate degrees in the field acceptable to each student’s credentialing bodies. All Members agree to cooperate, consistent with the terms and conditions of this Agreement, to operate a single state collaborative, MiRIS, for this Mission.

CONSORTIUM DIRECTOR
The Members agree to appoint by majority a Consortium Director (the “Director”). The Director will meet no less than the minimum qualifications set forth by the Joint Review Committee of Education in Radiologic Technology ("JRCERT") for program accreditation of magnetic resonance imaging education. The Director's primary responsibility will be to serve as the Council representative in support of the Educational Coordinator to assure consortium program student-learning outcomes are achieved, with specific responsibilities defined by the Consortium Council in accordance with JRCERT standards. The Director will be under the policies, procedures, and supervision of their employing institution. Director responsibilities may be shared by two persons and in the event of conflicting opinions, the conflict will be resolved through Council efforts.

EDUCATIONAL COORDINATOR
The Members further agree to hire a full-time Educational Coordinator (the “Coordinator”) by a majority vote with each Member entitled to cast one vote. The Coordinator will meet no less than the minimum qualifications set forth by the JRCERT for program accreditation of magnetic resonance imaging education. The Consortium Council in accordance with JRCERT standards will define the Coordinator’s responsibilities. The Coordinator will work in collaboration with the Director to assure consortium program student-learning outcomes are achieved. The Coordinator will be under the policies, procedures, and supervision of the fiscal agent. The Coordinator may also have instructor assignments.
GOVERNANCE
The Consortium Council shall be created to oversee the operation of the Consortium and shall be comprised of the Consortium Director, the fiscal agent Dean and one representative from each Member to be selected by the appropriate Dean of each Member school (or administrator of equal or similar level responsibilities). Each Consortium Member Dean shall indicate in writing the name and contact information of that Member’s Council representative. Each appointed Council representative shall serve at the pleasure of the appointing Dean.

MEMBERSHIP
The above referenced institutions are all included as Members upon signing the Consortium Agreement. Other institutions may join the consortium as Members upon approval by the majority of current Members.

COURSE DEVELOPMENT, MODIFICATION, INSTRUCTIONAL TRAINING and TEACHING EVALUATION
Course development, modification, instructional training, and teaching evaluation to assure achievement of Consortium program outcomes shall be facilitated by the Educational Coordinator and supported by the Director serving as the Council representative.

INTELLECTUAL PROPERTY

COPYRIGHTS
Should a Member pay their faculty for development of courses and related materials to be used for Consortium purposes, the work is subject to the Member’s established copyright policies. Copies of Members’ Intellectual Property Policies shall be made available to all Members.

If the Consortium reimburses a Member for the development or revision of courses or related materials, the work belongs to the Consortium and the Consortium shall have the right for the life of the Consortium to use and modify the work.

Upon dissolution of the Consortium, the Members will inherit any copyrights held by the Consortium at the time of dissolution.

TRADEMARKS
Members agree to grant non-exclusive permissive license to each other to use institutional trademarks for purposes of promoting and identifying the Consortium but not in a manner inconsistent with that Member’s policy(s) for trademark usage. Institutional trademarks remain the property of the institution.

COURSE USAGE UPON TERMINATION
Upon the termination of this Agreement or the withdrawal of any individual Member in accordance with the Duration and Termination provisions of this Agreement, no Member shall have the right or authority to utilize courses or course materials contributed by other Members or their participating faculty without the written consent of the intellectual property owner. Should a Member withdraw from the Consortium and is providing, or is scheduled to provide, a course offered in Consortium
programs, unless otherwise agreed in writing for a greater period of time, the Consortium is granted the use of the intellectual property owned by the withdrawing Member used as a part of said course(s) at no cost to the Consortium until the scheduled course(s) have been completed or for one year after the effective date of the withdrawal, whichever period of time is longer.

LIBRARY AND SIMULATION RESOURCES
Members agree to make available to all students enrolled through MiRIS full access to their respective academic collections and resources related to Consortium programs as deemed appropriate by the Educational Coordinator and Director.

EDUCATIONAL COORDINATOR PROFESSIONAL DEVELOPMENT
The Educational Coordinator will abide by professional development requirements set forth by the fiscal agent’s policies and procedures, such as those associated with technology, institutional policies, etc. The Coordinator will be required to maintain professional credentials in accordance with the standards set forth by the JRCERT for program accreditation in magnetic resonance imaging education.

FACULTY RESPONSIBILITIES
Faculty responsibilities will be determined according to the policies and procedures of the institution employing the faculty.

CLINICAL EDUCATION
Student responsibilities, and program processes and procedures will be described in a program-specific student handbook developed by the Educational Coordinator and approved by the Consortium Council.

REGISTRATION, ADMISSION, ENROLLMENT, MANAGEMENT of STUDENTS
Students will be admitted to consortium programs by the institution granting the terminal award. The Consortium Council will establish suggested admission criteria. The Educational Coordinator will be responsible for securing documentation required of students by clinical sites related to background checks, drug screenings, and all other clinical access requirements. Students will register for consortium courses using the processes of the Michigan Community College Virtual Learning Collaborative (MCCVLC). Students will be governed by the student code of conduct and due process procedures of their “home college” and the institution granting the terminal award. Students will be accountable to program-specific rules and processes that will be defined in the program-specific student handbook and administered by the Educational Coordinator. Grade and refund appeals related specifically to a course will be governed by the policies and procedures of the institution providing the course.
Terminal awards shall include certificate of completion, associate degree, or baccalaureate degree and will be determined by the Member Institution granting the award.

LIABILITY
The parties agree that statutory and common law theories and principles of liability, indemnification, contribution, and equitable restitution shall govern all claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omission of the parties
hereto. Furthermore, if any Member becomes aware of a claim involving another Member, the party with knowledge of the claim shall inform the other part in writing within ten (10) days of receiving knowledge of the claim, demand, or other loss.

TUITION
Tuition is to be collected by each Member for their respective students enrolled in Consortium courses and shall be managed through Michigan Community College Virtual Learning Collaborative (MCCVLC) according to the MCCVLC processes and procedures.

Members agree that students enrolled in community college courses shall pay tuition at the community colleges’ MCCVLC tuition rate including those students whose home college is the course provider college. Students enrolled in upper division or graduate level courses will pay tuition at a rate and with a process identified by the Consortium Council.

REVENUE AND EXPENSE SHARING
It is understood and agreed by the Consortium Members that a minimum financial responsibility will exist for each Member Institution according to the number of student positions allotted to each Member Institution. In the event allotted student positions are transferred from one Member Institution to another Member Institution, financial responsibilities will be pro-rated according to the number of student positions filled by each institution. If an institution fails to enroll students in their allotted positions, and is unable to transfer those positions to another its Member, they retain fiscal responsibility for those positions. Members may transfer student positions and financial responsibility to non-Member institutions upon majority vote of the Consortium Council. There is to be no value attached to an allotted position and nothing of value shall be given to the Member transferring an allotted position by the Member or non-Member receiving the allotted position. Should the Council deny a Member Institution the ability to transfer their allotted student positions to a non-Member institution, the Consortium will assume financial responsibility for those positions. Should a Member Institution terminate the agreement, the Consortium Council will determine a re-allotment of student positions, or actively recruit a replacement Member.

The MCCVLC will collect and distribute net revenue and expenses according to its normal practices and will provide the fiscal agent a reconciliation report each enrollment period. Each Member institution shall invoice the fiscal agent of the consortium for direct expenses incurred in operating the consortium and its courses, including instructional costs. The Consortium Council will approve all invoices to be paid. Annually the Consortium fiscal agent shall prepare a statement of net revenue and expense for the Consortium and for each participating institution by no later than 120 days subsequent to the fiscal agent’s fiscal year end. Consortium excess revenue will be distributed, or consortium net expenses billed to, each Member or non-Member in proportion to the number of allotted positions assigned to each Member or non-Member.

FISCAL AGENT
Members agree for Kellogg Community College to assume the role of Consortium Fiscal Agent. The roles and responsibilities will be to manage the accounting of revenue and expenses, to provide Members with annual accounting statements, to distribute excess revenue to Members or to invoice
Members for net expenses incurred by the Consortium. The Fiscal Agent will also manage the employment of the Educational Coordinator as an expense of the Consortium. The role of Fiscal Agent may transfer to another Member Institution in the event Kellogg Community College terminates their membership in the Consortium, provides 60 days written notice that it no longer desires to perform Fiscal Agent duties or Members agree by majority for another Member to assume the responsibilities as Fiscal Agent.

PROGRAM AND CURRICULUM
Members agree to offer a Magnetic Resonance Imaging (MRI) Program as their first curricular selection. Curriculum for the MRI Program shall be initiated by KCC with input from GVSU providing for sophomore to junior (200/300) level courses.

INITIAL NUMBER OF STUDENT POSITIONS ALLOTTED PER MEMBER INSTITUTION
Members agree to open the MRI Program with twenty-four (24) available student positions allotted as follows:

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<tr>
<th>Students</th>
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The Consortium Council reserves the right to increase or decrease the maximum number of student positions allotted to each Member upon Council majority vote.

CLINICAL EDUCATION ACCESS
Consortium courses that include a clinical education component for the MRI program shall be coordinated by the Educational Coordinator. Each student’s home college agrees to facilitate access to its existing clinical education system should a student require clinical experience not provided by their home school’s clinical providers. Members will support the Educational Coordinator to assure an appropriate variety of clinical experiences are provided to meet consortium program student-learning outcomes, and for eligibility of the American Registry of Radiologic Technologists (ARRT) examination in MRI.

Consortium courses that include a clinical education component in computed tomography, mammography, interventional and other advanced modalities will be managed like those of the MRI program as described in the preceding paragraph.

OTHER TERMS AND CONDITIONS
Members agree that the Consortium Council may approve processes permitting students to declare for upper division or graduate level Consortium courses.

Members shall have no authority to bind or act as agents for each other or their employees. Nothing in this Agreement, express or implied, shall confer any rights, remedies, claims, or interests upon a person or entity not a Party to this Agreement.
Members agree to abide by all Federal and state laws pertaining to equal employment opportunity and agree that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.

Members agree to abide by privacy rules set forth in applicable state and federal law.

Each provision of this Agreement shall be a separate and distinct covenant and, if declared illegal, unenforceable or in conflict with any governing law, shall not affect the validity of the remaining portion of this Agreement.

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of the State of Michigan.

The individuals signing below on behalf of the Members hereby represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of Members and that this Agreement is binding upon Members in accordance with its terms.

Mutual indemnification and insurance requirements shall be provided for each faculty by the employing school at the usual levels for faculty at that school. The Consortium operates curriculum through each school and does not assume any liability for actions of faculty employed by Member schools.

DURATION AND TERMINATION OF AGREEMENT
This Agreement shall have an initial term of five (5) years with automatic renewal for successive one year periods. This Agreement may be terminated at any time by mutual agreement of the Members. Further, any individual Member may terminate its participation in MiRIS pursuant to this Agreement upon sixty (60) days advance written notice to all other Members. A Member choosing to terminate its participation must complete any and all of its courses currently in progress before the termination is effective. Notwithstanding the above, MiRIS shall not terminate the degree program until all enrolled students have a reasonable opportunity to complete required program coursework and applicable internships and graduation.

Signature Pages Follow
MIRIS Agreement for Kellogg Community College:

Charles Parker  
Vice President of Instruction  
Kellogg Community College  
450 North Avenue  
Battle Creek, MI  49017

Dennis Bona, Ed.D  
President  
Kellogg Community College  
450 North Avenue  
Battle Creek, MI  49017

12-15-2010
Date

12-15-10
Date
MIRIS Agreement for Lake Michigan College:

[Signature]

Dean F. Souden  
Executive Dean of Career Education  
Lake Michigan College  
2755 E. Napier Avenue  
Benton Harbor, MI 49022

Date

2/28/11
MIRIS Agreement for Lansing Community College:

Stephanie Shanblatt, Ph.D.
Provost: Mail Code: 8100
Lansing Community College
PO Box 40010
Lansing, MI 48901-7210

12/17/2010
Date

Catherine A. Fisher, CPA
Chief Financial Officer: Mail Code 7000
Lansing Community College
PO Box 40010
Lansing, MI 48910-7210

12/17/10
Date
MiRIS Agreement for Grand Rapids Community College:

Steven Ender, Ed.D, President  
Grand Rapids Community College  
143 Bostwick Avenue, NE  
Grand Rapids, MI  49503  

Date  
12-15-10

Gilda Gely, Ph.D  
Provost & Vice President of Academic Affairs  
Grand Rapids Community College  
143 Bostwick Avenue, NE  
Grand Rapids, MI  49503  

Date  
12-20-10

Fiona Hert, M.S.W.  
Dean of Workforce Development & Assistant to Provost  
Grand Rapids Community College  
143 Bostwick Avenue, NE  
Grand Rapids, MI  49503  

Date  
12/5/2010
MiRIS for Mid Michigan Community College:

Carol A. Churchill, M.A.
President
Mid Michigan Community College
1375 South Clare Avenue
Harrison, Michigan 48625

Date

Todd Tarrant
Dean of Nursing & Health Technologies
Mid Michigan Community College
1375 South Clare Avenue
Harrison, Michigan 48625

Date

John Skinner, M.Ed., M.S.A., R.T.(R)
Radiography Program Director
Mid Michigan Community College
1375 South Clare Avenue
Harrison, Michigan 48625

Date
MiRIS Agreement for Grand Valley State University:

Gayle Davis, Ph.D., Provost
Grand Valley State University
301 Michigan St. NE
Grand Rapids, MI 49503

[Signature]

2-8-11
Date

Roy Olsson, Jr., Ph.D., Dean
College of Health Professions
Grand Valley State University
Cook DeVoss Center For Health Sciences Suite 200
301 Michigan St. NE
Grand Rapids, MI 49503

[Signature]

2-8-11
Date