CONSORTIUM AGREEMENT for VETERINARY TECHNOLOGY PROGRAM

I. INTRODUCTION

Michigan State University, through its College of Veterinary Medicine ("MSU" or "CVM"), and Lansing Community College ("LCC"), enter into this Consortium Agreement ("Agreement") to jointly offer a program (the "Program") in veterinary technology that will allow students to obtain an Associate in Applied Science Degree ("AASD") from LCC and a Certificate of Completion of the Veterinary Technology Program ("VTP") from MSU. The students will be expected to meet the graduation requirements as defined by LCC for the AASD and the requirements for the VTP Certificate of Completion as defined by MSU.

This Program will be implemented starting with the Fall 2018 semester.

II. Students may enter the Program through one of two pathways. A student may begin taking general education courses at LCC, and apply for admission to the VTP. Alternatively, students may be admitted first to the VTP and then decide to enter the Program to receive an AASD from LCC.

A. ADMISSION REQUIREMENTS TO MSU

MSU will review applications and admit students into the VTP according to standards and policies set forth by the Office of Admissions. Applicants may be required to participate in an assessment and selection process.

B. ADMISSION REQUIREMENTS TO LCC

LCC will admit students with appropriate preparation according to the open admissions policy set forth in the LCC catalog, the LCC Curriculum Guide (Appendix B) and by the LCC Admissions, Registration and Records Office. Many courses at LCC have minimum skill level requirements in reading, writing, and/or mathematics. These skill levels must be met before a student will be permitted to enroll in those courses. One way students meet these skill prerequisites is by achieving the required scores on placement tests. Other options to meet basic skill prerequisites are outlined on the LCC website www.lcc.edu/assessment/on_campus/cpt.aspx. Students completing general education courses at LCC who wish to matriculate in the VTP will be expected to make a formal application to the VTP.

C. ENROLLMENT STATUS

Students will register, pay fees, and receive financial aid (if eligible) from LCC as long as they are taking courses only at LCC. LCC students who begin taking courses at MSU must register, pay fees and receive financial aid (if eligible) from MSU. There may be terms when courses will be taken at both institutions. In that instance, students will be required to register and pay fees at each respective institution. (Refer to Section III.B. for more information regarding financial aid requirements.)

III. A. ACCESS TO MSU AND LCC FACILITIES

Students accepted into and in good financial and academic standing with the VTP, regardless of enrollment as LCC students, will be granted those privileges provided to MSU students. Amenities include, but are not limited to, housing, commuter parking, libraries, athletic facilities, student organizations, athletic tickets, and special events. Health care coverage is available through MSU with the purchase of a health card from Olin Health Center. Students, enrolled in this Program will also be eligible for a LCC student ID permitting facility utilization, library use, and other student opportunities associated with LCC student status. Students will be expected to abide by the rules and regulations of both institutions.

B. FINANCIAL AID

Lansing Community College agrees to enter into a Financial Aid Consortium Agreement with Michigan State University. Under this agreement, Lansing Community College is considered to be the host institution and Michigan State University is considered to be the Home institution. Both institutions agree that this Consortium Agreement applies to financial aid eligible students who are concurrently enrolled at both the Home and Host institutions and that, under this agreement, both parties agree as follows:

- 1. The agreement applies to students properly enrolled in an aid eligible program at the Home institution.
- 2. The Home institution will grant enrolled students the applicable degree at the completion of the program.
- 3. The Home institution is responsible for the following:
 - a. All awarding, disbursing, adjusting, and reporting of financial aid in compliance with all applicable laws, regulations, and guidelines.
 - b. Timely processing of student credit balance refunds.
 - c. Monitoring student eligibility, including enrollment, attendance, and satisfactory academic progress.
 - d. Refund and R2T4 calculations, as appropriate and necessary.
 - e. Record Retention in accordance with all applicable federal, state, and accrediting agency requirements.
 - Inform the Host institution of any student who is admitted to a program with a signed consortium agreement.
- 4. The Host institution is responsible for the following:
 - a. Providing the Home institution with annual cost of attendance figures including, but not limited to, tuition, fees, books, supplies, room, board, transportation, and personal/miscellaneous expenses.
 - Providing enrollment, withdrawal, grade and other information in a timely manner to the Home institution.
 - c. Billing students for host institution course enrollment charges. Students will be billed separately by the two institutions for applicable enrollment.
 - d. If there exists any community-based or other funding that requires enrollment at the Host institution, including employer or other third-party reimbursement, the Host institution will promptly notify the Home institution.
- 5. The parties agree that the Home institution will include course enrollment at the Host institution when reporting enrollment, disbursing aid and adjusting aid for the students enrolled at both institutions.
- The Host institution requires students to secure their enrollment by paying in full or establishing a payment plan. Students may use the refund from the Home institution to help cover the costs of tuition and fees at the Host institution.

IV. STUDENT PERFORMANCE

A. ACADEMIC PERFORMANCE

Students enrolled in the Program are required to comply with the academic standards set forth by the MSU policy for maintaining good academic standing. Students also will be required to meet the academic standards at LCC. If the MSU and LCC standards differ, the more demanding of the two shall apply. The students' GPA will be monitored by the VTP staff at MSU and by LCC. The VTP will provide the LCC Registrar with a copy of each student's academic performance. These reports will be made within 10 days of the MSU grade reporting deadline for each respective semester. Similarly, LCC will provide MSU with academic performance reports, within 10 days after the end of each LCC semester, of the students enrolled in the Program that have taken courses at LCC.

Any student whose academic record does not meet one or more of the requirements to remain in good academic standing is subject to appropriate academic action.

B. DEGREE OPTIONS

Students participating in the Program will work toward an AASD from LCC and a Certificate of Completion from the VTP. The AASD will be awarded by LCC and the Certificate of Completion awarded by MSU upon the student's

successful completion of the curriculum approved by both institutions. A minimum of 60 semester credits is required for the AASD. To qualify for the AASD, students must complete a minimum of 15 semester credits of general education courses through LCC. Students must also complete the VTP requirements, which currently includes 43 credits of veterinary technology course work through MSU and 15 credits of veterinary technology clinical clerkships.

To receive an associate degree from Lansing Community College, a student must also meet the following institutional graduation requirements:

- Complete a course of study approved by the College and consisting of a minimum of 60 semester credits with no more than 10 percent of these credits acquired on the pass/fail (P-Z) grading system. (See the Degree and Certificate Programs section of this catalog: http://www.lcc.edu/catalog/degree certificateprograms/.)
- 2. Maintain a cumulative grade point average of 2.0 or above.
- Earn toward the curriculum at least 15 semester credits in attendance at Lansing Community College. Credits earned through comprehensive exams will not be counted toward this requirement.
- Satisfy the LCC General Education Core Requirements. Students following the Associate in Applied Science Degree will fulfill these requirements by completing specific curriculum requirements.
- 5. Satisfy all general and specific requirements of Lansing Community College.
- 6. File an application for graduation with the Admissions, Registration and Records Office by the deadline for the semester the program requirements are completed.

V. OPTIONS AND SECTIONS.

Both LCC and MSU will strive to keep each other informed about significant changes in courses included in the Program.

B. Program Review & Termination

This Program will be reviewed annually by representatives from both institutions using assessment criteria to be developed during the first year of the Program.

Either MSU or LCC may terminate the Agreement by notifying the other party in writing 120 days in advance. Should the Agreement be terminated, any LCC student who has been admitted to the VTP prior to termination will be allowed to complete, in the intended time frame, the Program in place at the time of their admission.

This Agreement is valid for 3 years from the initial signature date, at which time both parties may agree to extend the Agreement as written via a written memo of consent; modify the Agreement and sign a revised version; or terminate based on the protocol above.

INDEMNIFICATION

To the full extent permitted under Michigan laws, each party (the "Indemnifying Party") shall indemnify, defend and hold the other party (the "Indemnified Party"), harmless from any and all claims, damages, losses, liabilities, costs and expenses, including but not limited to, attorney fees asserted by any third party, whether or not represented by a final judgment, for such claims, damages, losses, liabilities, costs and expenses which arise out of or result from, in any way, a student's participation in or a party's operation of the Program on its campus or in its facilities, except to the extent of the Indemnified Party's gross negligence or willful misconduct. The provisions of this paragraph shall include, but not be limited to, any such claims, damage, loss, liability, cost or expense which:

- 1. is attributable to bodily injury, illness, or death;
- 2. is attributable to any other personal injury including, but not limited to, libel, slander, product disparagement or invasion of privacy;
- 3. is attributable to injury or to destruction of property, and is caused by any wrongful or negligent act or omission of the student.

The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defense and settlement of any such third-party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without prior written consent of the Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim of which it becomes aware and shall: (a) at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party, in connection with the defense or settlement of any such claim, and (b) at the Indemnified Party's expense, be entitled to participate in the defense of any such claim. Failure of the Indemnified Party to give prompt notice of any claim shall not relieve such party of its indemnification obligation, except to the extent of liability that would have been avoided had prompt notice been given. This indemnification provision shall survive the termination, expiration or completion of the Program.

Therefore, in support of the Program, Michigan State University and Lansing Community College are signatories to this Agreement.

Lansing Community College:	Michigan State University:
Indication Date 7-24-18 Andrea Hoagland	Dr. June Youatt Date 7. 19. 18
Interim Dean, Arts & Sciences	Provost and Executive Vice President for
	Academic Affairs
<u>Jacy Labable</u> Date 7-26-18 Tracy Labadie	Dr. Srinand Sreevatsan
Assistant Dean of Academic Affairs	Responsible Administrator
	College of Veterinary Medicine
	Taylor Epp Date 7-3-18 Tiglor Epp Director, Veterinary Technology Program
Stephanie Trapp Senior Director of Financial Aid & Title IV Compliance	Richard Shipman Executive Director, Financial Aid
Don Wilske Chief Financial Officer	OFFICE OF THE GENERAL COUNSEL DATE APPROVED AS TO FORM

SIGNATURE PAGE

To

First Amendment to Consortium Agreement for Veterinary Technology Program

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

Michigan State University	Lansing Community College
By: Jayla a Epp	By: Chref Financial Uticer
Its: Director, Veterinary Nursing Program	Its: Chref Financial Uticer
By: Bry A Rudium Its: Dean, College of Veterinary Medicine	By: Jany Labachie Its: Asst Dean of Academic Affairs
By: <u>Shillwin</u> Interim Provost and Executive Vice Its: <u>President for Academic Affairs</u>	By: State St
By:	By: Onchea Hoogland Its: Dean of Arts and Sciences
By:	By:
Its:	Its:

FIRST AMENDMENT TO CONSORTIUM AGREEMENT for VETERINARY TECHNOLOGY PROGRAM

This First Amendment to the Consortium Agreement for Veterinary Technology Program ("Amendment") is entered into between Michigan State University, through its College of Veterinary Medicine ("MSU") and Lansing Community College ("LCC") as of January 1, 2020.

WHEREAS, MSU and LCC entered into that certain Consortium Agreement for Veterinary Technology Program as of August 1, 2018 (as amended, the "Agreement"); and

WHEREAS, MSU and LCC wish to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

- 1. MSU has advised LCC, and LCC acknowledges, that MSU is changing the name of its Veterinary Technology Program to the Veterinary Nursing Program.
- 2. The Agreement is amended to reflect that all references in the Agreement to "Veterinary Technology Program" and "VTP" shall now mean "Veterinary Nursing Program" and "VNP," respectively.
- 3. Except as otherwise expressly provided herein, the terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect, and the terms of this Amendment shall be deemed a part of the Agreement as if fully set forth therein. To the extent any provision of this Amendment is inconsistent or shall conflict with any provision in the Agreement, the terms of this Amendment shall prevail.
- 4. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures to this Amendment may be delivered by facsimile, by electronic mail (e.g., a ".pdf' file) or by any other electronic means that is intended to preserve the original appearance of the document, and such delivery will have the same effect as the delivery of the paper document bearing the original signature.

Signatures on next page.