

## **SAMPLE CONSORTIUM AGREEMENT**

The Intra-agency Consortium Agreement below was prepared to coordinate all aspects of the administration of a collaborative Doctor of Nursing Practice (DNP) degree at four separate system universities. It may be used as a general framework for developing other collaborative program agreements. This sample may not adequately address all student, faculty and administrative issues that may arise.

### **Doctor of Nursing Practice Intra-agency Consortium Agreement 1/9/07**

*(Edited slightly, 7/15/08, by Academic Programs staff)*

#### **Article I Consortium Members**

This Doctor of Nursing Practice Intra-agency Consortium Agreement (Agreement) is made pursuant to Minnesota Statutes section 136F.06, by and among Metropolitan State University, Minnesota State University, Mankato, Minnesota State University Moorhead, and Winona State University (individually referred to as Participating Universities and collectively referred to as the DNP Consortium) of Minnesota State Colleges and Universities (MnSCU), on behalf of their respective graduate nursing education programs, listed below, for the purpose of forming a Doctor of Nursing Practice Consortium to create and deliver doctoral level education in the field of nursing practice. This Agreement shall be governed by and interpreted in accordance with Minnesota law.

<b>PARTICIPATING UNIVERSITIES</b>	<b>PROGRAM AREAS</b>
Winona State University	College of Nursing and Health Sciences, Department of Nursing
Minnesota State University, Mankato	College of Allied Health and Nursing, School of Nursing
Minnesota State University Moorhead	College of Education and Human Services, Department of Nursing
Metropolitan State University	School of Nursing, College of Professional Studies

#### **Article II Purpose of the Consortium Agreement**

The purpose of this Agreement is to set the terms and conditions of the DNP Consortium cooperative efforts and to minimize administrative and system barriers with the intent to maximize sustainability of the Doctor of Nursing Program (DNP). The purpose of the DNP Consortium is to provide an innovative, collaborative model of doctoral education in nursing, identified by the American Association of Colleges of Nursing (AACN) as the highest practice

degree in nursing. In accordance with the DNP position statement of the AACN (AACN, 2004, p. 4), the DNP offered by the DNP Consortium shall consist of:

1. Development of needed advanced competencies for increasing complex practice, faculty and leadership roles;
2. Enhanced knowledge to improve nursing practice and patient outcomes;
3. Enhanced leadership skills to strengthen practice and health care delivery;
4. Congruency between program requirements and credits with the credential earned;
5. Provision of an advanced educational credential for those who require advanced practice knowledge;
6. Enhanced ability to attract individuals to nursing from non-nursing backgrounds; and
7. Increased supply of faculty for practice instruction.

The Participating Universities agree to participate in collaborative activities intended to accomplish the following goals:

1. Improve the distribution, and where appropriate, the overall supply of doctoral prepared registered nurses in the state, nation and beyond;
2. Use educational planning approaches to make efficient and effective doctoral education resource allocation decisions;
3. Implement innovative educational strategies designed to enroll students who live in the State and beyond;
4. Implement innovative interdisciplinary relationships allowing the DNP Consortium to achieve economies of scale, eliminate duplication, and share academic and clinical education resources;
5. Utilize distance learning technologies/approaches to serve a variety of students in the region/state;
6. Focus education to respond to the needs of communities or regions within the state that cannot support education programs of their own;
7. Strengthen the ranks of academic and community-based clinical faculty by improving clinical teaching skills and the use of distance learning technologies; and
8. Establish stable, long-term financing strategies for education programs and student financial support.

The Participating Universities agree to support the development, ongoing implementation of program delivery, and related activities necessary to sustain the DNP Consortium.

### **Article III Establishment of the Consortium**

Each Participating University shall be eligible to award the Doctor of Nursing Practice degree. The DNP Consortium collectively strives to more effectively and efficiently provide graduates that will meet the needs of the State and beyond, and this Agreement is not intended to restrict a current or future Participating University from responding to needs and circumstances of its community of interest.

### **Article IV**

## Structure and Governance

### A. Program Participation Requirements

The Participating Universities agree to provide:

1. Representation and participation on the Program Management Council and the Consortium Council, as described below;
2. Faculty representation and participation in the DNP curriculum work, including redesigning courses to meet the objectives of the program and facilitating disciplinary/interdisciplinary clinical education opportunities for students;
3. Representation and participation on DNP program committees, work groups and task forces;
4. Student, clinical site, and course information for DNP program activities; and
5. Demonstrated commitment to integrate program activities with the other Participating Universities to foster program goals.

### B. Program Management Council

#### 1. Purpose and Responsibilities.

A Program Management Council (PMC) shall have primary advisory responsibility for day-to-day program operations of the DNP Consortium, including, but not limited to:

- a) decision making that is consistent with the program mission and purposes;
- b) effective use of human and fiscal resources;
- c) advocacy for student support and student services;
- d) leadership of curriculum development/delivery/program evaluation;
- e) promotion of program recruitment;
- f) leadership of student admission, progression and program advising;
- g) taking action on recommendations from DNP Consortium committees, work groups, and task forces; and
- h) providing direction to project committees, work groups, and task forces.

#### 2. Composition.

Each Participating University shall appoint one DNP Consortium doctoral nursing faculty representative, one alternate doctoral nursing faculty representative, and one nursing director/chair to the PMC. A chair and vice-chair shall be elected from the PMC membership to annual terms through an initial election. Of the chair and vice chair, one shall be held by a faculty representative, and the other shall be held by a nursing director/chair. Each following year the vice chair automatically shall succeed to the role of chair, and a new vice chair shall be elected. The chair of the PMC serves as an ex-officio nonvoting member and liaison/communicator to the Consortium Council (CC).

### C. Consortium Council

The Consortium Council (CC) is comprised of the dean/director of graduate studies and the dean of the academic college or their respective designees from each Participating University. The chair of the PMC and a member from the Office of the Chancellor shall serve as ex-officio, nonvoting members. The CC, in collaboration and consultation with the PMC, shall approve policies and procedures for the DNP Consortium. Policy-making shall be consistent with the broad direction from the CC, federal and state law, Board policies and System procedures, professional requirements of state agencies and national professional associations of nursing,

and recommendations from committees and/or task forces. The CC responsibilities include, but are not limited to, the following:

1. leadership and management of the program budget overall;
2. approval of membership on the PMC and revocation of membership; and
3. assurance that the terms of the DNP Consortium are adhered to by the members.

The Consortium Council shall meet at least semiannually and at other such times as necessary. A chair and vice-chair shall be elected from the CC membership to annual terms through an initial election. Each following year the vice chair automatically shall succeed to the role of chair, and a new vice chair shall be elected.

#### **D. DNP Community Advisory Board**

There shall be a DNP Community Advisory Board (CAB) to advise the PMC and CC members on matters of program improvement and to promote success of the program goals. The CAB shall be made up of eight members representing communities of interest across the state, recommended by members of the PMC with approval by the CC. The Board will meet yearly or more frequently as needed. The Chair of the PMC organizes and calls the meetings of the CAB.

#### **E. Issue and grievance resolution**

##### **1. Program issues.**

The PMC is responsible for reviewing issues or problems related to the operation of the DNP program identified by any member of the PMC or CC. The PMC will endeavor to reach resolution of issues or problems at the lowest level possible. The PMC will provide recommendations and/or written reports to the CC on issues or problems following a review. If a member of the PMC is involved as a party of interest in the problem or issue under review, that member shall not participate in the review.

##### **2. Student conduct code violations.**

Student conduct code violations shall be referred to the Participating University where the alleged violation occurred for disposition; if the alleged violation involves or affects more than one Participating University, the matter shall be referred to the student's Home University for investigation and decisionmaking, as appropriate. For purposes of this Agreement, Home University is the Participating University to which the student has been admitted as a DNP candidate. The Home University shall make recommendations to other Participating Universities regarding the appropriate disposition of the alleged violation at their institutions.

##### **3. Employee conduct code violations.**

Employee conduct code violations shall be referred to the employee's employer for disposition, including investigation, decisionmaking, and disciplinary action as appropriate.

##### **4. Discrimination reports and complaints.**

Reports or allegations of discrimination shall be referred to the designated officer at the Participating University in which the complainant is enrolled as a student or is employed. If a report or complaint of discrimination involves or affects more than one Participating University, the matter shall be referred to the student's Home University for investigation

and decisionmaking, as appropriate. The Home University shall make recommendations to other Participating Universities regarding the appropriate disposition of the report or complaint at their institutions.

## **F. Parliamentary Procedure**

Robert's Rules of Order Revised, latest edition, shall be used by the PMC and CC to conduct their business and decision making.

## **Article V Operations**

The DNP Consortium hereby establishes the following structure, responsibilities, and principles for operations to guide the Participating Universities in the coordination and administration of the project to ensure that the DNP program goals are implemented and accomplished.

### **A. Student Recruitment, Admissions, Progression/Retention**

#### **1. Recruitment.**

The Participating Universities shall use a common recruitment plan formulated by the PMC, including a Web site, printed materials, advertisements in various media forms, and in-person presentations.

#### **2. Admissions.**

Each Participating University agrees to admit to its DNP only applicants recommended for admission to the DNP Consortium Program by the PMC. Nothing in this Agreement shall be construed to require a Participating University to admit an applicant recommended by the PMC for admission to the DNP consortium program. All applications for admission to the DNP program made to a Participating University shall be forwarded to the PMC for review, consideration, and a recommendation on the individual's admission. Each candidate for admission to a Participating University's DNP must indicate the Participating University or Universities in which the candidate is willing to consider enrolling. The PMC shall review the applications in accordance with the DNP Consortium criteria. Applicants will be considered for each of the Participating Universities that they have indicated on the application. Recommendations for admission or denial will be forwarded from the PMC to the graduate studies office(s) of the Participating University or Universities designated by the applicant. The graduate studies office at each designated Participating University shall officially accept or deny the application based on the Participating University's admission criteria, the student's designated university preference, and the recommendation of the PMC, and shall notify the applicant of the decision. Once the student has been admitted to the DNP of a Participating University, the Participating University to which the student is admitted is considered the student's Home University for purposes of university enrollment status, financial aid and degree award. Transfers from one Participating University to another shall not be permitted except in cases where the PMC determines that exigent circumstances warrant that a transfer be permitted. A Participating University shall not be required to accept the transfer student, regardless of the recommendation made by the PMC.

### **3. Progression, Retention and Course Transfer.**

Each Participating University agrees to use the academic policies, student progression requirements, time to degree completion, and degree completion rates recommended by the PMC and approved by the CC. The PMC shall use approaches/measures that are linked to program outcomes that demonstrate student success that are consistent with the Participating University's policies. A student's Home University agrees to accept credits earned by the student through the DNP Consortium Program without regard to institutional residency requirements.

### **4. Tuition and Fees.**

Participating Universities agree to establish the same tuition rate for the DNP at each Participating University, subject to approval by the Board of Trustees. Approved mandatory, optional or personal property fees or service charges will be paid to the Home University. Course registration and tuition will be paid at the offering university.

### **5. Annual Financial Settle-up.**

The Participating Universities agree to arrive at a financial settle-up at the end of each year to ensure that costs of the program are borne equally among the Participating Universities regardless of the courses offered. Costs to be included in the settle-up shall include compensation costs (salary and benefits) of DNP program faculty for program-related teaching or other activities and other discreet costs attributable specifically to the DNP program.

### **6. Student Services.**

Students participating in the DNP Consortium program shall be eligible for student services from Participating Universities in accordance with each university's policies.

## **B. Curriculum Oversight**

### **1. Curriculum.**

The PMC will provide oversight and evaluation of the program curriculum. The faculty member of record for each course is responsible for regular assessment and evaluation for purposes of program improvement. Course evaluation forms developed specifically for the DNP program by the PMC will be distributed to students enrolled in each DNP course. Evaluation forms will ask students for input specific to the course and learning experiences and not in regard to the respective faculty member(s). Faculty members teaching each DNP course shall summarize the course evaluations and submit the summaries (aggregate data) to the PMC. The PMC will review the aggregate data from each course and make or propose appropriate course or program revisions.

Each of the Participating University PMC representatives is responsible for obtaining approval for developed courses through their respective institution. DNP program developed courses shall be listed in course catalogs as course offerings from the DNP Consortium Participating Universities. Each DNP Consortium Participating University is responsible for providing qualified faculty in accordance with the faculty selection criteria of the DNP Consortium and as approved by the graduate studies office of the respective Participating University. Each Participating University is responsible for making

commitments to faculty workload, program delivery, academic advising and student services that are substantially the same as those of the other Participating Universities.

## **2. Intellectual Property Rights, Copyrights or Other Property Rights.**

Intellectual property rights, copyrights, or other property rights for all DNP program courses or materials related to or arising from the performance of this Agreement shall be determined in accordance with Board of Trustees Policy 3.26 and this paragraph. The intellectual property rights, copyrights or other property rights of Participating Universities related to or arising from the performance of this Agreement shall be jointly owned by the Participating Universities of the DNP Consortium, subject to the following conditions:

- a) DNP program developed courses may be used by Participating Universities in their graduate nursing education programs for matriculating students. Any other use of the DNP developed courses must be approved by the PMC and CC; and
- b) Participating Universities shall jointly share the responsibility for the costs of securing and enforcing the jointly owned intellectual property rights.

## **3. Clinical Education Sites.**

Participating Universities agree to share information about clinical education sites used for student clinical education in rural and urban underserved areas with all Participating Universities. Clinical affiliations for graduate education will be used in accordance with established practice and policy.

Participating Universities agree to support interdisciplinary clinical learning opportunities. Interdisciplinary clinical education sites and student learning experiences will be developed and implemented by faculty from the DNP Consortium.

## **C. Principles for Operation**

### **1. Inter-Institutional Responsibilities.**

Each Participating University agrees to:

- a) Support the development and delivery of courses taught by its faculty consistent with applicable bargaining agreements and university policy and procedure.
- b) Provide student services and internet based program information to support the DNP Consortium program.
- c) Provide web based information about the DNP Consortium program and maintain links to the DNP Consortium web site for purposes of marketing the program and providing information to students and the public.
- d) Support faculty participation in inter-institutional program faculty meetings and faculty development workshops consistent with applicable bargaining agreements and university policy and procedure.
- e) Offer the courses it is assigned to teach according to the published schedule and provide the agreed-upon enrollment capacity for each course.
- f) Comply with the pricing and fee sharing agreements negotiated for the DNP Consortium program.
- g) Ensure that for purposes of defining student directory information, its definition of school officials includes DNP faculty and staff for purposes of sharing student data with DNP consortium members as necessary.

- h) In addition to the termination notice under Article IX, notify the CC in writing that it intends to withdraw from the program, at least twelve months in advance of the effective date of withdrawal.
- i) If the decision is made to discontinue the DNP Consortium program in its entirety, all reasonable efforts will be made, in accordance with the DNP Consortium policies, to allow DNP Consortium students who are currently admitted to the program to complete the program within two years or to transfer to a DNP offered by a former Participating University.
- j) Take steps necessary to receive required approvals and accreditation from third parties, including the Commission on Collegiate Nursing Education and the Higher Learning Commission.

**2. Policy and Procedure.**

DNP faculty and staff are employees of their respective Participating University and are subject to all Minnesota State Colleges and Universities policies and procedures, and the policies and procedures of the Participating University.

**3. Bargaining Unit Agreements.**

The governance of each Participating University and its respective faculty shall be the responsibility of its faculty and administration in accordance with applicable bargaining unit agreements.

**4. Fiscal Agent.**

Each Participating University shall serve as its own fiscal agent.

**Article VI  
DNP Program Support**

Participating Universities agree to support the DNP Consortium program in good faith, and to refrain from taking any action that would adversely affect DNP program funding, operations, accreditation, continued maintenance or render performance of its obligations untenable, unless otherwise agreed by the other Participating Universities.

**Article VII  
Relationship**

None of the Participating Universities, by entering into and performing this DNP Consortium Agreement, shall become agents of the other DNP Consortium members or be liable for any existing or future obligations, liabilities, or debts of the other members and/or partners. Each Participating University shall be solely responsible and liable for acts or omissions of its employees and agents and for claims or losses arising out of their performance of this Agreement on its behalf, consistent with Minnesota Statutes section 3.736 and other applicable law.

**Article VIII  
Term**

This Agreement shall commence upon the signatures of the Presidents or designee of the Participating Universities and remain ongoing except as provided under the Agreement, subject to the authority of the Board of Trustees of Minnesota State Colleges and Universities. This Agreement is subject to review after the first year of operation and every three years after the initial term unless the partners mutually agree to its written amendment, or termination, as hereinafter provided.

## **Article IX Termination**

It is the intention of the Participating Universities that this Agreement and the DNP program hereby shall endure and provide long-term benefit to the citizens and health care delivery system of Minnesota. Recognizing that the program is a part of the largest post-secondary educational system of the State, the partners agree at all times to use their good faith efforts to establish and continue operation of the DNP program, but intend that no third party shall have the right to enforce any provision of this Agreement. To terminate its participation under this Agreement, a Participating University must give written notice to the presidents of each of the other Participating Universities no less than twelve months prior to the intended date of withdrawal from the program.

If a Participating University terminates membership or a new university joins the DNP Consortium, the remaining DNP Consortium members shall develop a plan to make any needed program delivery accommodations. Both terminating and new joining members of the DNP Consortium are responsible for providing any required notice to the Office of the Chancellor, Higher Learning Commission and the Commission on Collegiate Nursing Education, and any other applicable accrediting or governance bodies of their substantive change in status.

## **Article X New Participating University Application Process**

Any MnSCU university hereafter requesting to participate in the DNP Consortium as a Participating University shall submit a request to the chair of the Consortium Council (CC). The CC shall make a recommendation concerning the request to the presidents of the Participating Universities. Any new Participating University must be approved by the existing Participating Universities by written amendment to this Agreement, along with obtaining MnSCU program approval and approval from the required accrediting organizations, including the Commission on Collegiate Nursing Education and the Higher Learning Commission, prior to consortium affiliation as a Participating University.

## **Article XI Non-Waiver**

The failure of any Participating University to insist on strict performance of any of the provisions contained herein shall not be construed as a waiver of any other default whether or not of the same or similar nature

IN WITNESS WHEREOF, the parties have caused this Doctor of Nursing Practice Intra-agency Consortium Agreement to be duly executed intending to be bound thereby.

**MINNESOTA STATE UNIVERSITY, MANKATO**  
**Mankato, Minnesota**

By: President
Date:

**MINNESOTA STATE UNIVERSITY MOORHEAD**  
**Moorhead, Minnesota**

By: President
Date:

**METROPOLITAN STATE UNIVERSITY**  
**St. Paul, Minnesota**

By: President
Date:

**WINONA STATE UNIVERSITY**  
**Winona, Minnesota**

By: President
Date: