REGION A NURSING CONSORTIUM AGREEMENT

THIS AGREEMENT made and entered into on June 14, 2005 by and between Haywood Community College, Southwestern Community College, and Tri-County Community College. This agreement will be effective August 1, 2005 through July 31, 2006.

It is the intent of Haywood Community College, Southwestern Community College, and Tri-County Community College to maintain a Nursing Consortium, as defined in Item II, for the purpose of providing education for diploma nursing students and associate degree nursing students admitted to the Nursing Program.

NOW THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements hereinafter set forth the parties agree as follows:

1. ORGANIZATION
   A. Policy-Making Board
      The Boards of Trustees of Haywood Community College, Southwestern Community College, and Tri-County Community College function together to form a Nursing Consortium for the purpose of providing nursing manpower for Region A. The respective Boards provide that their Chief Executive Officers serve as the policy-making body of the Consortium. This Policy-Making Board is empowered to act on behalf of the individual Boards but shall not undertake acts not normally delegated to them by their respective Boards of Trustees.
      The Policy-Making Board will identify as its Chairman one (1) of the Presidents from either of the two (2) colleges not serving as the administrative unit of the Consortium. The Chairmanship shall rotate among these two (2) Presidents at the beginning of each fiscal year.

   B. Steering Committee
      The Steering Committee is composed of the Chief Academic Officers of Haywood Community College, Southwestern Community College, and Tri-County Community College. The Chairmanship shall rotate among these three (3) at the beginning of each fiscal year. The Steering Committee will:

         1. Meet regularly with the Program Director and coordinate the operations and administration of the Nursing Program with the three (3) colleges.
         2. Make policy recommendations to the Presidents on administrative operation of the Consortium.
         3. Review Consortium nursing faculty for employment.
         4. Approve program budget.
         5. Approve faculty teaching loads.
6. Serve as ex-officio members of the Consortium Advisory Committee.

C. Administrative Unit

The Policy-Making Board has designated Haywood Community College to serve as the administrative body to execute the will of the Consortium. The College will receive and administer the Consortium budget. It will employ, with the recommendation of the Steering Committee, the Policy-Making Board, and the Boards of Trustees, all personnel that serve jointly the needs of member colleges. In addition, and following its own published personnel policies, it shall administer to the supervisory and maintenance needs of these personnel.

1. Haywood Community College (through the Program Director) will provide Southwestern Community College and Tri-County Community College the upcoming semester schedules (i.e., for pre-registration purposes) at least thirty (30) calendar days before the start of the upcoming semester.

2. Haywood Community College will provide Southwestern Community College and Tri-County Community College, in May or early June, budget needs for the upcoming fiscal year in:

   a) Salaries

   b) Supplies

   c) Travel

   d) Equipment

   e) Library

3. Haywood Community College will provide the Consortium with classroom and laboratory space, office space for Consortium faculty, and adequate storage area for Consortium records and equipment.

4. Haywood Community College will provide administrative support in such matters as equipment purchase and control, supplies, utilities, rent, and maintenance by utilizing the Consortium budget.

5. All three colleges are jointly responsible through the Steering Committee, the Policy-Making Board, and the Boards of Trustees of each college for overseeing and coordinating the operation of the program.
D. General Operating Policies

1. The consortium agrees to maximize the effectiveness and efficiency of course offerings. Therefore, the consortium will explore alternative delivery methods such as online courses, hybrid courses (combination of online and traditional seat-based), and Information Highway coursework. Additionally, the location for the delivery of coursework will be evaluated to maximum effectiveness and efficiency of college resources and student learning.

2. Each college will admit one-third (1/3) of the students to the Level II according to the admissions policies of the Nursing Consortium. Each college will earn budgetary FTEs on all students it admits.

3. If one college cannot fill all positions available to it from its service area, overflow applicants from one of the other colleges will be permitted to apply to the college in need of applicants.

4. Credit for coursework taken in another program will be granted by the appropriate official in each college in conjunction with the Program Director.

5. Those successfully completing this program (Nursing) will be awarded diplomas or degrees by the college in which they are enrolled. The award will be made by the College, as a member of the Nursing Consortium.

6. No curriculum changes will be made in the Nursing curriculum before the proposed change is approved by all three colleges.

E. Financial Policies

Program costs of the Consortium will be divided evenly among the three (3) colleges, each paying one-third (1/3).

F. Clinical Facilities

Coordination and usage of the clinical facilities is the responsibility of the Program Director.

G. Faculty

1. Faculty paid through the Consortium budget, and the Program Director, are employees of the administrative unit, Haywood Community College.

2. Each college will hire and supervise the necessary number of faculty members for those portions of the Nursing Program operating in their individual institution. Said faculty will coordinate with the Program Director in the areas of use of clinical facilities, courses, and curriculum.
3. All resignations of Consortium nursing faculty will be in writing to the President of the employing college, with a copy to the Steering Committee.

H. Enforcement of Consortium Policies

1. The Steering Committee will make recommendations for corrective action to the Policy-Making Board as required due to failure to comply with established policy by a member.
2. The Policy-Making Board may initiate corrective action only when two-thirds (2/3) of the Presidents approve the action.

II. DEFINITIONS

A. Nursing Consortium
   The Nursing Consortium is defined as a cooperative effort of Haywood Community College, Southwestern Community College, and Tri-County Community College to form one unit for the purpose of providing education for Level II nursing students through joint support and operation of a Nursing Program for Region A. Except through the provisions set forth in this agreement and others which may be developed for mutual benefit, the institutions remain free and separate members of the North Carolina Community College System with all the rights, privileges, and responsibilities given to them by law.

B. Region A
   Region A is defined as the seven (7) western-most counties in North Carolina, beginning with Haywood County and Proceeding West. The service areas of the three Nursing Consortium colleges are as follows:

   Haywood County          Haywood Community College
   Jackson County          Southwestern Community College
   Macon County
   Swain County
   Clay County
   Graham County
   Cherokee County
   Tri-County Community College

C. Level I
   Level I of the Nursing Program is defined as the first two (2) semesters of the Nursing Program. Under the Consortium agreement, Haywood Community College, Southwestern Community College, and Tri-County Community College will each operate Level I of the Nursing Program independent fiscally of each other. The number of students each college may admit to Level I of the Nursing
Program assigned by the NC Board of Nursing, is limited to sixteen (16) students in the traditional schedule and ten (10) students in the alternative schedule.

D. Level II

Level II of the Nursing Program is defined as semesters three (3), four (4), and five (5). Haywood Community College, Southwestern Community College, and Tri-County Community College will share and share alike the forty-eight (48) slots available for the traditional schedule and thirty (30) slots for the alternative schedule in Level II of the Nursing Program. Level II is, therefore, the Region A consortium.

Since Haywood Community College is the Administrative Unit, the Nursing Program Director will report to the Dean of Academic Services.

It shall be the duty of Haywood Community College to direct and supervise the Program Director in matters of routine. Should the need arise, the Steering Committee shall make recommendations to the Haywood Community College Chief Academic Officer concerning matters not ordinarily classified as "routine."

Each college will register its students for Level II, be responsible for administering the uniform admission requirements as agreed upon by the Consortium, shall share the expense of the program, shall graduate its students, and shall gain the FTE generated by the students it enrolls.

While the Consortium is defined as Level II of the Nursing Program, the members may exercise the prerogative of allocating any grant monies, etc., as needed and as agreed upon by the Consortium to Level I, since Level I, though not a part of the Consortium, is vital to the success of Level II.
Executed on date first above written by the parties as follows:

Haywood Community College

R. Neal Endley
Chairman of the Board

President

Southwestern Community College

Chairman of the Board

Cecil Jones
President

Tri-County Community College

Chairman of the Board

President