

Tri-College University Exchange and Cooperative Agreement

Effective Date: March 4, 2024

This agreement terminates December 31, 2024.

I. Definitions

- A. **Tri-College Institutions (TCU)** are Concordia College (CC) of Moorhead, Minnesota, Minnesota State University Moorhead (MSUM) of Moorhead, Minnesota, North Dakota State University (NDSU) of Fargo, North Dakota, and Minnesota State Community and Technical College (M State) of Moorhead, Minnesota.
- B. **Student** shall mean any person enrolled at a Tri-College Institution.
- C. **Home Institution/Campus** shall mean the Tri-College institution which regards the student as properly enrolled in their institution.
- D. **Tri-College Commissioners** are the Provosts/Vice-Presidents of Academic Affairs (VPAA) or their equivalent at each of the partner institutions.
- E. **The Board of Directors** is comprised of the Presidents from each of the Tri-College Institutions and citizen board members as detailed in the Tri-College University By-Laws.
- F. The **Provost** for Tri-College University is the chief executive who is hired to lead and carry out the functions of Tri-College University.
- G. The term **Institutions** shall be synonymous with campuses and schools.
- H. **Partner Institutions** are the institutions that are not the student's home campus. A partner institution is where a student is taking a TCU course exchange class.

II. Student Course Exchange Program

- A. The purpose of the course exchange agreement is to allow a properly enrolled student at any of the Tri-College institutions to utilize the Tri-College University course exchange program as a means of supplementing the preparation and completion of a degreed program or the transfer to a partner institution.
- B. Students may take undergraduate online courses, but specific course restrictions apply at each partner institution. Space availability restrictions apply to all courses.
- C. The intention and guidelines of the Course Exchange Program for undergraduate students are as follows:
 - 1. The Course Exchange agreement allows a student to register for a TCU class at their home campus, to be taken at a partner institution, without going through separate admission procedures.
 - 2. A student may be restricted from the course exchange based on the host institution's policy on criminal history.

3. No additional tuition may be charged for participation in the course exchange program. Program, differential tuition, and/or course fees may be charged to supplement costs for specialized programs, laboratory, studio, materials, or supply fees.
4. A student is required to meet residency requirements at the degree-granting institution before a degree may be earned. Individual programs or departments may set their own requirements for the length of time that a student is required to be enrolled in their program or at their degree-granting institution, such as with professional programs.
5. A student may be granted a minor from a partner institution only if their home campus does not offer an equivalent minor.
6. Only courses not offered at the student's home institution in a given term or semester are allowed.
7. The TCU course exchange is limited to two courses, per student, per semester/term, per institution. Exceptions that do not require written permission for the two courses per term or semester limit among institutions are as follows:
 - a) A student who has declared a recognized minor not offered by their home campus. The minor must be declared and on file with the home institution, and will be confirmed by the home institution at the point of registration. The partner campus will verify that the courses being requested are required for the minor;
 - b) A student who requests enrollment in either the Aerospace Studies/Air Force ROTC (AS) or Military Science/Army ROTC (MS) courses at NDSU (regardless of declaring the Aerospace Studies or Military Science minors);
 - c) A student who requests enrollment in a course/lab pairing (if the lecture and corresponding lab are considered two separate courses);
 - d) Other requests for exceptions may be reviewed on an individual basis.
8. An MSUM, NDSU, Concordia, , and M State student is required to take at least one course at their home campus when participating in the Course Exchange Program.
9. Concordia does not participate in the course exchange during the summer semester and limits course exchange to their full-time students and courses not offered at Concordia during that semester.
10. A student from a partner institution will be processed during the partner institution's open enrollment and registered if space allows. Early submission of the Tri-College registration form does not guarantee enrollment in the class.
11. If permission is required for the course, the students must contact the instructor for written authorization or permit, which then must be submitted to the home campus Registrar's Office.
12. The student is responsible for completing and passing any prerequisites necessary prior to registering for a course at a partner institution and should refer to the course description for the required prerequisites.

13. A student may register to audit a class via Tri-College on a space-available basis. The auditor must comply with the audit regulations related to registration and payment at the home institution and follow the rules of an auditing student at the partner institution. Restrictions may apply regarding which classes may be audited. Instructor permission is required.
 14. Grades received in courses taken through the TCU course exchange are calculated in the home institution's grade point average and count toward graduation requirements.
 15. Official grades are recorded on the student's home campus transcript.
 16. The student is responsible for knowing and adhering to the class schedule of both institutions. This includes holidays, semester breaks, and finals week.
 17. Drop/add, pass/fail requests, or withdrawals follow the student's home campus deadlines. Variable-length courses' deadlines may vary.
 18. Grade appeals need to be filed and action will be taken at the campus where the course in question was offered. The home institution will be notified and record the grade determined by the partner institution offering the course.
 19. A student enrolled in course exchange at a partner institution is subject to disciplinary action for social or academic integrity violations by the receiving institution. The home campuses will be notified and comply with the actions taken and may take additional action.
 20. Campuses will provide a mechanism for a smooth registration process for courses taken through the TCU course exchange. No additional registration fee will be charged to the student.
 21. Campuses will actively publicize the availability of courses at all five campuses to ensure that students and academic advisors are aware of the existing options.
 22. Campuses will monitor the level and pattern of registrations under the Student Course Exchange and keep Tri-College related officials informed of such figures in a timely manner. Campuses shall provide course exchange data to TCU within two months after completion of the term.
- D. Course Exchange as it applies to faculty and staff who wish to take classes.
1. Tuition waivers are permitted through the Tri-College course exchange.
 2. Faculty or staff members, who are eligible to audit a course on their home campus, may audit a class through Tri-College University at one of the partner institutions and are subject to the home school audit fees. Restrictions may apply regarding which classes may be audited. Instructor permission is required.
 3. MSUM and NDSU faculty or staff may enroll in a graduate-level course via the Tri-College course exchange agreement. Graduate students should consult with their advisor for plan of study applicability.
 4. Concordia College allows tuition waiver course exchange for faculty and staff for undergraduate level courses only.

5. As employees of NDSU, the course exchange agreement is extended to Tri-College University administrative office staff. TCU administrative office staff may qualify for the tuition waiver program.
- E. It is the intent of this agreement that there be an approximately equal number of students and/or credits to be exchanged between each pair of institutions covered herein.
1. If the difference in the number of credits exchanged between two institutions exceeds a total of 900 credits for the annual reporting period, then it is considered a gross inequity and will trigger the following:
 - a) Annual course exchange data will be comprised of end-of-term figures and shall account for withdrawals.
 - b) The annual reporting period will begin with the Summer term and end with the Spring term of the following year.
 - c) The Commissioners of the institutions involved in the inequities will determine how much, if any money should be paid out to compensate the partner institution with the gross inequity.
 - d) The amount of payment may not exceed the average cost per credit of the two institutions in question.
 - e) The Commissioners shall consider in their deliberations, if this is an isolated event or if it is part of an ongoing pattern.
 - f) Payments may not be made for gross inequities that are more than two years old.
- F. Offerings not eligible under the exchange program may include:
1. Courses not included in NDSU's tuition cap. Students should review individual course notes for any potential course restrictions.
 2. International Travel Programs, independent studies, internships, externships, co-ops, and work-based learning experiences.
 3. Other programs or offerings as determined in writing by agreement of the Provost/VPAA of the campus in which the course or program is offered.
 4. Concordia College will allow students who have declared the Church Music Minor to register for private music instruction. In these cases, the student will be responsible for the music lesson fee.

III. General Duties

- A. Tri-College University administrative offices and campus consortium members will provide academic leadership in the development of possible new cooperative programs/activities that benefit students, faculty, staff, and the community.

- B. TCU administrative offices and campus consortium members will analyze programs/activities to ensure that they are relevant and make the best use of time for those involved. TCU and its partners may terminate programs/activities as they see fit.
- C. Consortium members will use TCU to help conserve campus resources where appropriate.
- D. TCU may be used as a vehicle to acquire outside funding for cooperative academic or pre-school through higher education-based community enhancement programs. TCU may assist organizations or programs by acting as a custodial agent for their funds.
- E. Campuses will publicize the various TCU programs and services available to them.
- F. Each institution is encouraged to promote the value that TCU provides to their institution and the community.
- G. TCU and partners should strive to interact with a high level of communication and collaboration on the promotion of shared efforts or areas of interest.
- H. Programs may be assessed in accordance with guidelines established by the TCU Commissioners.
- I. Campuses will assist TCU in completing reports, studies, surveys, etc. by providing appropriate data and documentation for TCU activities (direct or related).

IV. Pre-Professional Programs and Second Degree at a Partner Institution

- A. In programs that have a professional component or a selective admission process, a Tri-College student may typically be permitted to enroll in pre-professional coursework only. Professional-level courses are restricted to students fully admitted to the professional program. Requests for an exception must be presented to and approved by the course instructor or respective department chair/head.
- B. A student seeking a second degree from a partner institution may initially enroll in Tri-College coursework, but must be fully admitted and satisfy all graduation and residency requirements according to each institution's academic policies. Students will be assigned an adviser at each campus in which they are enrolled in a degree program of study.

V. Campus Events, Services, and Student Organizations

- A. Students are invited to attend events at any of the partnering campuses. The host campus will set rates for all activities.
- B. Campuses are encouraged to inform and make activities open to students, faculty, and staff from partner institutions.
- C. Some events and student support services may not be available to Tri-College students at partner campuses. Each campus has the right to prohibit or limit participation to

certain services by other institutions' students due to administrative or logistical burdens, including without limitation, insurance restrictions, national organization requirements, or local funding issues.

- D. Tri-College institutions will permit students from partner institutions to participate in student organizations subject to the following exceptions:
1. Intercollegiate activities, club sports, and intramural sports are ineligible for Tri-College student participation. These organizations are identified as competitive groups that require travel and funding for scheduled competitions.
 2. Social fraternities and sororities are ineligible for Tri-College student participation.
 3. NCAA sanctioned sports are ineligible for Tri-College student participation.
 4. Each campus has the right to prohibit or limit participation in certain student organizations by partner institutions' students due to administrative or logistical burdens, including without limitation, insurance restrictions, national organization requirements, or local funding issues.

VI. Tri-College Library and Film Library Cooperation

- A. The libraries at CC, MSUM, NDSU, and M State will make their available library materials at each campus accessible via their online library catalogs.
- B. Faculty, staff, or students from any of the five partnering institutions have privileges at all five campus libraries.
- C. Faculty, staff, and students may request materials from a participating library, to be delivered to the home institution library of the person making the request, at no charge to the individual.

VII. Transportation and Parking Cooperation

- A. Institutions will work with bus or shuttle services to provide for free transportation among campuses. The service provider will determine routes, schedules and times of operation.
- B. Bus or shuttle service route information will be provided at each of the campuses and will be posted on the TCU website or by similar means.
- C. Each campus will provide designated parking facilities to students, faculty, and staff with a valid parking pass from their home institution and are subject to availability. Parking will be designated and published at the start of the academic year and is subject to change.

VIII. Tri-College University Degreed/Non-Degreed Program Approval Process and Program Governance

- A. A program may be a co-operation between two, or all of the TCU partners. Each program is independent of each other (unless otherwise specified) and the policies governing a program may not be applicable to another TCU-approved program. Each program is under the auspice of TCU and the governance of the Board of Directors. The Provost, along with the program coordinators will serve as program managers. The Provost will report directly to the TCU Commissioners regarding the program implementation, budget, and all other operational information deemed essential.
- B. New program proposals seeking approval must adhere to the following application and approval process as determined by the TCU Commissioners and Board of Directors and subject to standard institution and state system approval process. Applicants must first be approved by the applicant's home campus to include the TCU Commissioner from that campus.
 - 1. Before submission, determine if the proposed program meets the following criteria:
 - a) The proposed program is a partnership between at least two of the TCU partnering institutions.
 - b) It shall not significantly and measurably harm non-participating partners.
 - c) The proposed program is consistent with the mission of TCU with a defined purpose to work cooperatively in an effort to enrich the academic environment for the benefit of students, faculty, and the community.
 - 2. Submit a Request for Approval to the Tri-College University Provost that includes the following information:
 - a) A detailed narrative of the purpose and history (if applicable) of the proposed program.
 - b) A justification regarding the need for cooperation and why it is not a viable stand-alone program for one campus.
 - c) A description of community involvement or contributions to the campus community and/or community at large.
 - d) A detailed operating budget that includes an administrative overhead cost line item, with the amount to be determined (Please contact TCU to discuss).
 - e) A plan to deal with potential budget shortfalls.
 - f) An operational plan or agreement to address the following, but not limited to:
 - (1) Definition of the program – How is this a collaborative program? Will it seek accreditation and from whom?
 - (2) Mission, philosophy, goals/objectives, outcomes, and governance of the program.
 - (3) Action steps for implementation.

- (4) Define how resources from individual campuses will be utilized and share
 - (5) Evaluation Plan.
 - (6) An organizational chart to propose administrative reporting and accountability; listing the steering committee, campus representatives, the TCU Board of Directors and Provost, program coordinator, etc. (Examples supplied upon request).
 - (7) An exit strategy and process to dissolve the program. The exit strategy will include conditions and reasons that would trigger the dissolution of the program (i.e., budget shortfalls, or inactivity for 3 or more consecutive years, etc.)
- C. The applicant(s) will meet with TCU Provost with preliminary proposal ideas, review the need and purpose of the proposed program, and revise the proposal as advised by the TCU Provost and staff, if necessary.
- D. The applicant(s) may be required to attend a TCU Commissioners (Senior Academic Officers) meeting to present the proposal and answer questions. The commissioners will then do one of the following:
1. Vote to approve and may request the proposal be forwarded to the TCU Board of Directors requesting their approval.
 2. Vote to deny, with recommendations to revise and come back to present to the Commissioners again.
 3. Vote to deny and not forward to the Board if the program does not fall within the mission, criteria, and parameters of Tri-College University.
- E. A signed statement by program applicants and administrators agreeing:
1. To turn over complete fiscal oversight and responsibility to the Tri-College University Board of Directors, to be administered by the TCU Provost. The program administrators also agree to attend commissioner and/or board meetings to explain and/or justify budget proposals as the TCU Commissioners and Board of Directors must approve all budgets annually.
 2. The identification of the proposed program may be branded as Tri-College University (TCU). The program will not be branded with the *Tri-College University* prefix unless approved by the Provost or board.
 3. To meet with TCU staff to go over procedures for purchasing supplies, setting up meetings, understanding financial reports, and whatever else is deemed appropriate.
 4. All social media must include TCU as a site administrator and abide by our social media rules and guidelines.

- F. All new programs must be approved by the TCU Board of Directors or Commissioners before they are accepted and implemented. At the discretion of a board member, requests may go directly to the board for their consideration. All adopted programs must have a majority of a quorum of the board voting in favor and must have a majority of the Presidents or their proxy voting in support of the addition of the program.

IX. Tri-College Educational Leadership Programming

- A. Students have the option to take Educational Leadership courses at the partner campus (either MSUM or NDSU). They will need to obtain written approval from their home campus adviser to ensure the course meets program requirements. Students will need to apply to the Graduate School as a non-degree (NDSU) or a graduate special student (MSUM). They will need to enroll and pay appropriate tuition/fees at the partner campus.
 - 1. MSUM students who take a course at NDSU will need to complete a Request for Graduate Course Substitution form (or their successors) and attach an unopened NDSU official transcript.
 - 2. NDSU students who take a course at MSUM will need to complete a Request for Change to Plan of Study/Supervisory Committee (or their successors) form and attach an unopened MSUM official transcript.
- B. Each campus will make every effort as a partner to accept the student providing there is adequate class capacity.
- C. Official records for current and past students will be housed at their home campus.
- D. Students who obtained a degree/credential from Tri-College University will have their electronic records available at MSUM or NDSU
- E. TCU will direct prospective student requests to the appropriate campus.
- F. Faculty members are encouraged to continue to work together and seek out joint opportunities in order to deliver high-quality education in a fiscally efficient manner.
- G. Tri-College will provide campus links to Educational Leadership programs.
- H. Historical TCU materials will be stored at the TCU office.

X. Protections

- A. In any amendment, the rights of students already enrolled in a program shall be protected, and they shall be allowed to finish their degree program under the participation plan originally approved for them.
- B. Should it be necessary to limit the number of new Tri-College students enrolled in a class or program, a good faith effort between the schools shall be made to agree upon a quota of students that may register for the course.

XI. Restrictions

- A. Use of the term/title “Tri-College University,” must be approved in writing by the TCU Provost or the provost’s designee(s).
- B. NDSU is our technology host. The TCU social media policies will follow the NDSU social media rules and guidelines. Additional restrictions may apply based on the needs and guidelines of partner campuses. This may be at the direction of the Board, Commissioners, or the TCU Provost.

XII. Assessments

- A. The TCU office upon the recommendation by the Commissioners will prepare assessments. Commissioners will forward their recommendations to the Board of Directors for their approval.
- B. In that all campuses do not participate to the same extent in all activities, assessments may be based on a partner share, actual enrollment/usage, or combinations thereof.

XIII. Tri-College University is an Equal Opportunity Institution

- A. Tri-College is committed to providing equal opportunities to any group or class for which discrimination is prohibited by prevailing state or federal law.

IX. Governance

- A. Effective July 1, 2020, Minnesota State Community and Technical College (M State) and North Dakota State College of Science (NDSCS) are full members of Tri-College University.
- B. Effective July 1, 2021, TCU staff and administration are employees of NDSU, and their work is contracted between NDSU and TCU. NDSU will provide payroll and benefits for these employees and will bill Tri-College for the corresponding cost of that compensation.
- C. Effective June 30, 2024, NDSCS has withdrawn from the Tri-College University partnership.
- D. This agreement is terminated upon the dissolution of Tri-College University, effective December 31, 2024.

Approved by the Tri-College Board of Directors, March 4, 2024.