

FIRST AMENDMENT TO THE COURSE EXCHANGE AGREEMENT

This First Amendment to the Course Exchange Agreement is entered into this 30th day of June, 2025 by and between Concordia College (CC); Minnesota State University Moorhead (MSUM); North Dakota State College of Science (NDSCS); North Dakota State University (NDSU); and Minnesota State Community and Technical College (M State) (collectively the "Member Institutions").

RECITALS

- A. The Member Institutions entered into the Course Exchange Agreement on December 18, 2024 (the "Agreement") to facilitate the ability of degree-seeking students at any of the Member Institutions to enroll in an undergraduate class or classes at another Member Institution to supplement the student's educational opportunities.
- B. The Agreement excluded certain music ensembles which the Member Institutions wish to include as part of the Course Exchange Program, and to that end, the Member Institutions wish to amend the Agreement as detailed below.

TERMS

- 1. Section III, Subsection B(13) is hereby deleted in its entirety and the following inserted in its place:

13. Students may not use the course exchange to enroll in international travel programs, music lessons, research courses, independent studies, internships, externships, co-ops, and work-based learning experiences. Music ensembles which require academic registration even if not eligible for academic credit are eligible for course exchange if the type of ensemble joined is not offered at the home institution during the exchange semester.

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2. Except as modified by this amendment, the terms and conditions of the Agreement shall remain in full force and effect.

This First Amendment to the Course Exchange Agreement is executed as of the date set forth above.

CONCORDIA COLLEGE

By: 
Colin Irvine, President

Date: 7/1/25

**MINNESOTA STATE COMMUNITY
AND TECHNICAL COLLEGE**

By: _____
Carrie Brimhall, President

Date: _____

**MINNESOTA STATE UNIVERSITY
MOORHEAD**

By: _____
Timothy Downs, President

Date: _____

**NORTH DAKOTA STATE COLLEGE
OF SCIENCE**

By: _____
Rod Flanigan, President

Date: _____

NORTH DAKOTA STATE UNIVERSITY

By: _____
David Cook, President

Date: _____

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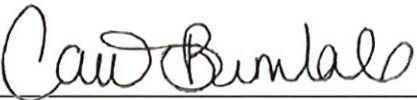
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CONCORDIA COLLEGE

By: _____
Colin Irvine, President

Date: _____

**MINNESOTA STATE COMMUNITY
AND TECHNICAL COLLEGE**

By: _____
Carrie Brimhall, President

Date: 7/1/2025

**MINNESOTA STATE UNIVERSITY
MOORHEAD**

By: _____
Timothy Downs, President

Date: _____

**NORTH DAKOTA STATE COLLEGE
OF SCIENCE**

By: _____
Rod Flanigan, President

Date: _____

NORTH DAKOTA STATE UNIVERSITY

By: _____
David Cook, President

Date: _____

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CONCORDIA COLLEGE

By: _____ Date: _____
Colin Irvine, President

**MINNESOTA STATE COMMUNITY
AND TECHNICAL COLLEGE**

By: _____ Date: _____
Carrie Brimhall, President

**MINNESOTA STATE UNIVERSITY
MOORHEAD**

By: Timothy M. Downs Date: 7/21/2025
Timothy Downs, President

**NORTH DAKOTA STATE COLLEGE
OF SCIENCE**

By: _____ Date: _____
Rod Flanigan, President

NORTH DAKOTA STATE UNIVERSITY

By: _____ Date: _____
David Cook, President

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CONCORDIA COLLEGE

By: _____ Date: _____
Colin Irvine, President

**MINNESOTA STATE COMMUNITY
AND TECHNICAL COLLEGE**

By: _____ Date: _____
Carrie Brimhall, President

**MINNESOTA STATE UNIVERSITY
MOORHEAD**

By: _____ Date: _____
Timothy Downs, President

**NORTH DAKOTA STATE COLLEGE
OF SCIENCE**

By:  _____ Date: 06/30/2025
Rod Flanigan, President

NORTH DAKOTA STATE UNIVERSITY

By: _____ Date: _____
David Cook, President

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This First Amendment to the Course Exchange Agreement is executed as of the date set forth above.

CONCORDIA COLLEGE

By: _____ Date: _____
Colin Irvine, President

**MINNESOTA STATE COMMUNITY
AND TECHNICAL COLLEGE**

By: _____ Date: _____
Carrie Brimhall, President

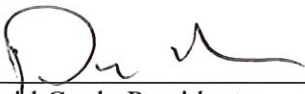
**MINNESOTA STATE UNIVERSITY
MOORHEAD**

By: _____ Date: _____
Timothy Downs, President

**NORTH DAKOTA STATE COLLEGE
OF SCIENCE**

By: _____ Date: _____
Rod Flanigan, President

NORTH DAKOTA STATE UNIVERSITY

By:  _____ Date: _____
David Cook, President

Course Exchange Agreement

This Course Exchange Agreement is by and between Concordia College (CC) of Moorhead; Minnesota; Minnesota State University Moorhead (MSUM) of Moorhead, Minnesota; North Dakota State College of Science (NDSCS) of Wahpeton, North Dakota; North Dakota State University (NDSU) of Fargo, North Dakota; and Minnesota State Community and Technical College (M State) of Moorhead, Minnesota (collectively the "Member Institutions").

I. RECITALS.

- A. The Member Institutions collaborated for many years through Tri-College University ("TCU").
- B. Officially incorporated in 1970, TCU was created as a consortium of three local institutions, Concordia, MSUM and NDSU, which were later joined by M State and NDSCS.
- C. One of the purposes of TCU was to enable students enrolled at one of the three institutions to easily take courses at the other institutions, thereby broadening students' educational opportunities. TCU was successful in its mission. Over decades, many students were able to augment their college's offerings with courses from other institutions.
- D. However, the higher education environment has changed significantly since TCU's inception. Reciprocity of course offerings can now be effectuated with less administration, and budget constraints are requiring institutions to aggressively find cost savings across their institutions.
- E. The Member Institutions understand the important role that their institutions play in providing an educated and trained workforce for the regional economy, and that allowing students to pursue classes at other local institutions is important to maximize student opportunities.
- F. The Member Institutions are committed to serving their communities and students by exploring more efficient ways of enabling students to continue to take classes at other local institutions facilitating students' ability to complete degrees.
- G. The Member Institutions opted to dissolve TCU, effective December 31, 2024, and instead offer a course exchange in accordance with the terms and conditions below, effective January 1, 2025.

II. DEFINITIONS.

- A. **Course Specific Fees** shall mean fees that are charged by a Home Institution solely to all students enrolled in a specific course. This includes differential tuition that is charged for courses in particular programs.
- B. **Home Institution** shall mean the Member Institution where the student is enrolled as a degree-seeking undergraduate student.
- C. **Member Institutions** are Concordia College (CC) of Moorhead, Minnesota; Minnesota State University Moorhead (MSUM) of Moorhead, Minnesota; North Dakota State College of Science of Wahpeton, North Dakota; North Dakota State University (NDSU) of Fargo, North Dakota; and Minnesota State Community and Technical College (M State) of Moorhead, Minnesota.
- D. **Provider Institution** is the Member Institution at which a student utilizes the course exchange to take a course.
- E. **Student** shall mean any person enrolled as an undergraduate at a Member Institution.

III. COURSE EXCHANGE PROCESS.

- A. The purpose of the course exchange agreement is to allow a degree-seeking student at any of the Member Institutions to enroll in an undergraduate class or classes at another Member Institution to supplement the student's education.
- B. The process and procedures for the Course Exchange Program for undergraduate students are as follows:
 - 1. The Course Exchange agreement allows a degree-seeking student enrolled at the Home Institution to register for an undergraduate class at the Provider Institution without going through separate admission procedures.
 - 2. A student may be restricted from the course exchange based on the Provider Institution's policy on criminal history.
 - 3. A student taking a course through the course exchange shall pay the Home Institution for the course at the normal tuition rates charged by the Home Institution. No additional tuition may be charged to a student for participation in the course exchange program by either the Home Institution or Provider Institution, except that Course Specific Fees may be charged by the Provider Institution to supplement costs for specialized programs, laboratory, studio, materials, or supply fees if they are charged to all students taking the course.

4. The Home Institution shall retain all tuition funds paid by its students for courses that are provided by Provider Institutions. A Member Institution shall retain any state funding provided to it for credits earned whether it is acting as a Home or Provider Institution.
5. A student may enroll in courses related to a program minor offered by a Provider Institution but the minor will not be posted or reflected on the transcripts of either the Home Institution or Provider Institution. However, Member Institutions shall continue to provide minor degrees to students who were enrolled in minor degrees at Provider Institutions prior to December 31, 2024.
6. A student may only take a course listed in Provider Institution's course catalog that is also offered at the Home Institution under the following circumstances:
 - a. The student is in their last academic year and needs the specific course(s) to graduate and fulfill degree requirements, and there is not an equivalent course being offered at their Home Institution or another course that may be substituted in that academic semester as documented by their Home Institution; or
 - b. The student receives the permission from the provost (or designee) of the Home Institution.
7. A student may take no more than two courses through the course exchange per semester except unless:
 - a. A student requests enrollment in either the Aerospace Studies/Air Force ROTC (AS) or Military Science/Army ROTC (MS) courses at NDSU;
 - b. A student requests enrollment in a lecture/lab combination that the Provider Institution considers being one course (e.g., BIOL 100L) versus two separate courses (e.g., BIOL 100 and BIOL 100L). In such case, the combination shall be treated as one course for this agreement;
 - c. Other requests for exceptions may be reviewed on an individual basis and must be approved by provosts (or designees) of both the Provider Institution and the Home Institution.
8. The course exchange shall be limited to the fall and spring semesters.
9. A student shall complete a uniform application at the Home Institution, and the Home Institution shall verify the student's eligibility. If eligible, the Home Institution shall provide the application information to the Provider Institution and the student shall be registered for the course if space allows.

10. If the Provider Institution requires instructor permission for a course, the student must contact the instructor for written authorization in advance, which then must be submitted to the Home Institution.
11. The student is responsible for completing and passing any prerequisites necessary for a course before applying to take a course and should refer to the Provider Institution's course description for the required prerequisites.
12. In programs that have a professional component or a selective admission process, a student will be limited to pre-professional coursework only. Professional-level courses are restricted to students fully admitted to the professional program. Requests for an exception must be approved by the provost (or designee) of the Provider Institution.
13. Students may not use the course exchange to enroll in international travel programs, music lessons and music ensembles, research courses, independent studies, internships, externships, co-ops, and work-based learning experiences.
14. Grades received in courses taken through the course exchange are calculated in the Home Institution's grade point average and count toward graduation and residency requirements.
15. Official grades are recorded on the student's Home Institution's 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. The academic term registration timelines for the course exchange application shall be determined by the Member Institutions and published on the course exchange website. The drop date, pass/fail requests or withdrawals follow the student's Home Institution deadlines. Variable-length courses' deadlines may vary and the student is responsible to know the varying dates for each institution.
18. Grade appeals need to be filed and action shall be taken at the Provider Institution. The Home Institution shall be notified and record the grade determined by the Provider Institution offering the course.
19. A student enrolled in the course exchange at a Provider Institution is subject to disciplinary action for social or academic integrity violations by both institutions. The Home Institution shall be notified and may take additional action.
20. Campuses shall provide a mechanism for a smooth registration process for courses taken through the course exchange. No additional registration fee shall be charged to the student.
21. Member Institutions shall provide designated parking facilities to students enrolled through the course exchange with a valid parking pass from the Home Institution.
22. Students may not audit courses through the course exchange.

IV. SERVICES AND ACTIVITIES.

- A. Students may attend public events at any of the Member Institutions, but students will not be allowed to participate in student organizations and activities of other Member Institution without a separate agreement between the institutions.
- B. Some events and student support services may not be available to students enrolled through this agreement at Provider Institutions. Provider Institutions may prohibit or limit participation of certain services due to legal, administrative or logistical issues, including without limitation, insurance restrictions, national organization requirements, or local funding issues.

V. TERM AND TERMINATION.

- A. Term. This Agreement shall become effective on January 1, 2025, with a term of five years, ending on December 31, 2029. This agreement shall automatically renew for additional three-year terms unless three parties have withdrawn from it pursuant to subsection B below. The Member Institutions agree to meet at least annually to discuss issues of common concern and potential changes to the course exchange mechanisms. Responsibility for organizing the annual meeting shall rotate among the Member Institutions. Between annual meetings, any Member Institution may call a meeting to discuss a matter of significant concern.
- B. Termination. Any party may withdraw from this Agreement upon written notice to the other parties, *provided, however*, that the withdrawing party must complete the then-current academic year (*i.e.*, both the fall and spring semesters). The Agreement shall continue until three parties have withdrawn from it.

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- C. Entire Agreement. The Parties agree that this document contains the entire agreement between the Parties and does not modify any other agreement that may exist between any of the Member Institutions.

CONCORDIA COLLEGE

By:  Date: 12/18/24
Name:
Title: President

MINNESOTA STATE COMMUNITY AND
TECHNICAL COLLEGE -

By:  Date: 12/18/24
Name:
Title: President

MINNESOTA STATE UNIVERSITY
MOORHEAD

By:  Date: 12/18/2024
Name:
Title: President

NORTH DAKOTA STATE COLLEGE OF
SCIENCE

By:  Date: 12/18/2024
Name:
Title: PRESIDENT

NORTH DAKOTA STATE UNIVERSITY

By:  Date: 12/18/24
Name: DAVID COOK
Title: President