

**Bismarck State College and Turtle Mountain Community College
CONSORTIAL AGREEMENT TO OFFER ONLINE ENERGY TECHNOLOGY COURSES**

THIS AGREEMENT TO OFFER ONLINE COURSES (Agreement) is entered into between

Bismarck State College
1500 Edwards Ave
Bismarck, ND 58501

Turtle Mountain Community College
PO Box 340
Belcourt, ND 58316

Bismarck State College (BSC) is a public institution of higher education accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools that produces online college courses and content for Web-based Training and Instruction (WBT) to students via the internet; and

Turtle Mountain Community College (TMCC) is a public institution of higher education accredited by the Higher Learning Commission of the North Central Association of Colleges and School interested in offering WBT courses produced by Bismarck State College for its students or employees;

BSC and TMCC agree as follows:

1. Term. This Agreement shall commence as of the date of signature below by TMCC and continue until either party terminates the agreement. Either party may terminate this agreement by written notice to the other party thirty (30) days prior to actual termination.
2. Selection of Courses. TMCC will select courses within the Power Plant Technology or Process Plant Technology Program. TMCC shall notify BSC thirty (30) days prior to the start of each new academic semester. The request shall be direct to the NECE Department Chair. Failure to order courses in a timely manner may delay delivery to registered students.
3. Registration Process.
 - a. TMCC students will register for the courses through the TMCC. TMCC shall provide BSC with the following student information below at least 2 weeks prior to the start date of the semester:
 - First and Last Name
 - Email Address
 - Date of Birth
 - Course Schedule
 - b. BSC will enroll each of the students into the online platform.
 - c. BSC will provide an email to each student stating course access directions, personal login information and course schedule.
 - d. TMCC students will follow the BSC stated drop/withdrawal dates stated at <https://bismarckstate.edu/academics/records/calendarsdeadlines/>. TMCC is responsible for notifying BSC if a student needs to drop a BSC course or withdraw to zero credits for the semester.

- e. BSC will provide TMCC with student grades within 10 days after the course close date. BSC grading scale will be implemented for determination of student's final grade. TMCC is responsible for transcribing student grades.
 - f. All TMCC students enrolled will adhere to BSC's student policies and procedures and TMCC's student policies and procedures, outlined in the TMCC handbook, including grievance procedures. Upon receiving a student grievance/appeal BSC and TMCC will collaborate to provide prompt and efficient services.
4. Institutional Staffing, Faculty, and Student Support
- a. Faculty qualification – Core Curriculum (Energy Education) Faculty follow the guidelines for qualifications set forth by BSC. General Education Curriculum Faculty follow the guidelines for qualifications set forth by the TMCC.
 - b. Advisement- TMCC will provide advisement to all TMCC students enrolled in the program.
 - c. Student Support-BSC will be responsible for providing support services to BSC faculty and TMCC will provide support services to TMCC faculty and students enrolled in the program.
5. Evaluation
- a. BSC will be responsible for the evaluation and improvement of the overall effectiveness and quality of BSC course offerings, including assessment of student learning. TMCC will be responsible for the evaluation and improvement of the overall effectiveness and quality of TMCC course offering, including assessment of student learning.
 - b. TMCC will be responsible for assessing student learning and improving student persistence and completion in for all TMCC students enrolled in the program.
6. Tuition, Cost and Payment. Tuition to be paid by TMCC to BSC is based on an agreed upon reduced tuition rate established year-to-year by BSC and TMCC. TMCC shall pay tuition for each student enrolled according to the agreed tuition rate as outlined below. BSC will provide TMCC an itemized invoice for tuition enrollments. TMCC shall pay invoice within 30 days.

Invoices shall be sent to:

Turtle Mountain Community College
 PO Box 340
 Hwy #7
 Belcourt, ND 58316

and TMCC shall send payment to:

Bismarck State College
 C/O Business Office
 PO Box 5587
 Bismarck, ND 58506-5587

Tuition Priceline Sheet Academic Year 2017-18		
Program/Courses	Tuition Cost Per course/credit /student	Minimum Enrollment Information
Power Plant Technology ENRT and PROP Courses	\$144.00/ Credit/student	BSC reserves the right to cancel class if there are 9 or less students
Process Plant Technology ENRT and PWRP Courses	\$144.00/ Credit/student	BSC reserves the right to cancel class if there are 9 or less students

6. Cancellation. In the event the BSC cancels any course, students in the course will be rescheduled to the next available session unless otherwise notified by TMCC. TMCC acknowledges that each course is led by an instructor. BSC reserves the right to cancel a course if the instructor is unable to perform his or her duties and a suitable replacement cannot be found.

7. Costs. BSC shall be responsible for the expenses in producing and delivering the courses via the internet. The student shall be responsible for the expenses of receiving the courses, including hardware, software, internet access, and telephone charges.

8. TMCC agrees to offer courses to students at or above BSC's published price for the same course.

9. Career Services. TMCC shall be responsible for assisting students with all Career Services activities including but not limited to resume and cover letter writing, interviewing techniques and job search skills.

10. Ownership of Materials. BSC has developed and is the owner of certain courses and curriculum materials that will be used in connection with this MOU. All BSC course and curriculum materials show remain the sole property of BSC. TMCC and its employees or agents may not use, reproduce, copy, publish or rebroadcast any BSC course or curriculum material without the prior written consent of BSC.

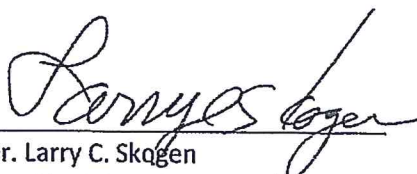
11. Limits of Liability. The liability of BSC for any breach of this Agreement or other cause of action arising from the services rendered or agreed to be rendered under this Agreement including, but not limited to, damages for cancellation of a course, the course content, the failure to deliver courses, or the interruption of courses, shall be limited to a refund of any tuition paid by TMCC to BSC for the courses. BSC shall not be liable for the tuition or fees the TMCC has collected or to the student or TMCC for consequential damages.

12. Status of BSC. While performing services under this agreement, BSC is an independent BSC and not an officer, agent, or employee of TMCC.

13. General Provisions. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter of this Agreement and contains all covenants and agreements between the parties. Each party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any party, which are not contained in this agreement; and that no other agreement, statement, or promise shall be valid or binding. Any modification shall be effective only if it is in writing and signed by the party to be charged in the form of an amendment to this Agreement. This Agreement shall be governed by and construed according to the laws of the State of North Dakota.

This Agreement is entered into as of the date written below by and on behalf of BSC and TMCC by the authorized agent thereof.

Bismarck State College



Dr. Larry C. Skogen
President, Interim Provst/VP for
Academic & Student Affairs
Bismarck State College

Turtle Mountain Community College



Dr. Jim Davis
President
Turtle Mountain Community College