

**SOUTH DAKOTA BOARD OF REGENTS**

**Academic and Student Affairs**  
**Consent**

**AGENDA ITEM: 5 – L**  
**DATE: May 13-15, 2024**

\*\*\*\*\*

**SUBJECT**

**Memorandum of Understanding – DSU & Concordia College**

**CONTROLLING STATUTE, RULE, OR POLICY**

[BOR Policy 5.3](#) – Agreements and Contracts

**BACKGROUND / DISCUSSION**

Dakota State University (DSU) seeks to enter into a Memorandum of Understanding with the Concordia College (Concordia) in Moorhead, Minnesota.

**IMPACT AND RECOMMENDATION**

The MOU establishes a partnership between DSU & Concordia. DSU will agree to make available to Concordia students selective educational experiences in the field of cybersecurity and technology, including coursework, training, badges, certificates, and graduate degrees in cybersecurity, network security, artificial intelligence, cyber leadership and intelligence, and other technology-specific disciplines. Concordia will agree to make available to DSU students learning experiences in language development, specifically in the US Department of State-identified critical languages, including Russian, Arabic, Korean, and Chinese. The partnership may potentially include 4+1 articulation agreements into graduate programs, immersive language experiences, near-term short duration activities, remote and in-person teaching, remote and in-person research collaboration, campus visits by administration and faculty, student exchanges, curricular collaboration and other activities as deemed beneficial to the institutions and their students.

Board staff recommends approval.

**ATTACHMENTS**

Attachment I – MOU – DSU & Concordia College

\*\*\*\*\*

**DRAFT MOTION 20240513\_5-L:**

I move to approve Dakota State University to finalize and execute the MOU between DSU and Concordia College in substantially similar form to that set forth in Attachment I.

## MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Dakota State University, South Dakota

AND

Concordia College, Moorhead

This Memorandum of Understanding (MOU) sets the terms and understanding between Dakota State University (DSU) and Concordia College (Concordia) to develop a collaboration and exchange program in critical languages, cybersecurity, and technology.

**Background**

WHEREAS, DSU, founded in 1881, has a mission to prepare cyber-savvy graduates who are lifelong learners, problem solvers, innovators, and leaders to live lives of positive purpose and consequence, the university has a statutory mission to offer academic programs in computer management, computer information technologies, cybersecurity, education with an emphasis in computer and technology systems, and other related undergraduate and graduate programs. DSU has authority to credential certificates, associate degrees, baccalaureate degrees, master's degrees and doctoral degrees from its residential campus in Madison, South Dakota, through online programs, and at a center in Rapid City, South Dakota; and,

WHEREAS, Concordia, founded in 1891, has a mission to influence the affairs of the world by sending into society thoughtful and informed men and women dedicated to the Christian life. It serves as a four-year liberal arts college focused on preparing students "to be ready for anything." Concordia has authority to credential certificates, baccalaureate degrees, and master's degrees from its residential campus in Moorhead, Minnesota and through online programs.

WHEREAS, DSU possesses all three National Security Agency, Department of Homeland Security, Center of Academic Excellence designations for Cyber Operations, Cyber Defense and Cyber Research; and,

WHEREAS, Concordia College is a recognized language training center for the United States Department of Defense offering education in United States Department of State-designated critical languages including Russian, Arabic, Korean and Chinese; and,

WHEREAS, DSU and Concordia in recognizing their common expertise, goals and capabilities seek to build a relationship between their institutions to enhance learner preparation, academic collaboration, institutional cooperation, student exchanges and achievements in various areas of study and research in critical languages, technology, cybersecurity and related fields; and,

WHEREAS, the South Dakota Board of Regents, Dakota State University and Concordia College, Moorhead, MN desire to enter into this Memorandum of Understanding setting out the following working arrangements that each of the partners agree are necessary to complete the project; and,

---

THEREFORE we seek a partnership ensuring the mutual academic development of our students.

### **Intent**

The intent of this partnership and agreement is to build an enduring relationship between the two institutions that serves our students, the reputations of both institutions, our states, and the prosperity and safety of our country. This relationship may include 4+1 articulation into graduate programs, immersive language experiences, near-term short duration activities, remote and in-person teaching, remote and in-person research collaboration, campus visits by administration and faculty, student exchanges, curricular collaboration and other activities as deemed beneficial to the institutions and their students.

DSU agrees to make available to Concordia students selective educational experiences in the field of cybersecurity and technology, including coursework, training, badges, certificates, and graduate degrees in cybersecurity, network security, artificial intelligence, cyber leadership and intelligence, and other technology-specific disciplines. Concordia agrees to make available to DSU students learning experiences in language development, specifically in US Department of State-identified critical languages including Russian, Arabic, Korean and Chinese. The terms of specific activities shall be further considered and agreed upon in writing by DSU and Concordia prior to the initiation of any particular activity. Any specific activities will be subject to mutual consent, availability of funds and approval of both DSU and Concordia.

### **Commitments by the Two Institutions**

1. **Delivery Modes:** Both institutions agree to deliver coursework through online learning environments, short-course formats, blended learning environments, and face-to-face learning situations as appropriate.
2. **Excellent Learning Environments:** Both DSU and Concordia commit to maintaining excellent learning environments by adhering to high-quality instructional standards, utilizing advanced technologies, and ensuring that faculty members possess the necessary expertise in their respective fields.
3. **Outcome-Based Credentials:** The institutions will seek to document outcome-based credentials, such as badges, certificates, and degrees that reflect the competencies acquired by students during their educational experiences.
4. **Recording Competencies:** DSU and Concordia will work to jointly establish a mechanism for recording and documenting competencies achieved by students during the educational experiences provided under this MOU. This will include providing students with transcripts of courses taken for credit at their respective institutions. Transcripts will note credentials and competencies earned based on institutional practices and policies. Transcripts must be requested by the student using each institution's request process.
5. **Responsibility for Educational Experiences:** Each institution is responsible for scheduling, executing, and evaluating the educational experiences they provide to students from the partner institution.

### **Costs and Expenses**

Unless otherwise agreed, each of the parties will bear its own costs and expenses incurred in carrying out their respective duties and obligations set forth in this Agreement. Students will be

---

responsible for tuition, fees, travel, lodging and any additional expenses associated with opportunities arising from this MOU unless otherwise funded through external sources. Practices will be in alignment with institutional financial aid policies and practices.

**Agreement**

This MOU shall enter into force upon signature by both Parties and remains in force for a period of five (5) years from the latest date of signature, unless terminated by either Party upon ninety (90) days written notice to the other Party.

**Amendments**

Any amendments to this MOU must be made in writing and agreed upon by both parties.

**Non-Binding**

The Parties agree that this MOU is not a formal legal agreement giving rise to any legal relationship, rights, duties or consequences, but it is only a definite expression and record of the intention of the Parties to which the Parties are bound in honor only.

**IN WITNESS WHEREOF**, the undersigned being duly authorized by the respective agencies, has signed this MOU.

Done on the 04/08/2024 of \_\_\_\_\_, 2024.

Signed on behalf of  
Dakota State University

DocuSigned by:  
*Jose Marie Griffiths*  
A7475098D8114D1...

Dr. José-Marie Griffiths  
President  
Dakota State University  
Madison, SD

Signed on behalf of  
Concordia College

DocuSigned by:  
*Colin Irvine*  
A51888B3753143D...

Dr. Colin Irvine  
President  
Concordia College  
Moorhead, MN