

**BOARD OF REGENTS
MINUTES OF THE MEETING
December 11-12, 2019**

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**BOARD OF REGENTS
MINUTES OF THE MEETING
December 11-12, 2019**

The South Dakota Board of Regents met on December 11-12, 2019 at the Community College for Sioux Falls in Sioux Falls, South Dakota with the following members present:

Kevin Schieffer, President
John Bastian, Vice President
Jim Morgan, Secretary
Lucas Lund, Regent
Pam Roberts, Regent
Randy Schaefer, Regent
Barb Stork, Regent
Jim Thares, Regent
Joan Wink, Regent

Also present during all or part of the meeting were Dr. Paul B. Beran, Board of Regents Executive Director and CEO; Jay Perry, System Vice President of Academic Affairs; Nathan Lukkes, Board of Regents General Counsel; Michele Anderson, System Internal Auditor; Kayla Bastian, System Director of Human Resources; Heather Forney, System Vice President of Finance & Administration; Dave Hansen, System Chief Information Officer; Janelle Toman, System Director of Communications; Leah Ahartz, System Budget Manager; Scott Van Den Hemel, System Compliance Officer; Joelle Lein, System Associate Vice President of Academic Affairs; Molly Weisgram; Executive Assistant to the CEO and Board; Barry Dunn, SDSU President; José-Marie Griffiths, DSU President; Laurie Nichols, Interim BHSU President; Jim Rankin, SDSM&T President; Tim Downs, NSU President; Sheila Gestring, USD President; Randy Culver, Kathy Johnson, BHSU; Nathan Harmer, Jim Moran, Corey Braskamp, Dick Hanson, Jim Jacobson, DSU; Veronica Paulson, Michael Wanous, NSU; Jerilyn Roberts, Lancy Roberts, SDSM&T; Tracy Greene, Dennis Hedge, Mike Holbeck, Michaela Willis, Dean Kattelmann, Bruce Berdanier, Anthony Shimon, Jessica Boesch, Dustin Manzey, Jesse Carlson, Amber Alreg, Sarah Cook, Corey Berscheit, Ally Monson, Mary Kay Helling, SDSU; Abuk Jiel, Hannah Booth, Jacob Holmberg, Matt Yetter, Erin Weightman, Carmen Simone, Mackenzie Feldhacker, Nicole Leinhart, Dana Vaudeberg, Kurt Hackemer, Adam Rosheim, Marry Nettleman, Lamont Sellers, Beth Freeburg USD; Claudean Hluchy, SDSD/SDSBVI; Shelly Conlon, Argus Leader; Bogdan Anton, Stephanie Kazi, Douglas Yim, Seldinger Society; and other members of the Regental system and public and media.

WEDNESDAY, DECEMBER 11, 2019

BOARD WORK

Regent Schieffer declared a quorum present and called the meeting to order at 11:15 a.m.

1-A Approval of the Agenda

IT WAS MOVED by Regent Thares, seconded by Regent Morgan, to approve the agenda as published. Motion failed.

Regent Wink explained that there have been a few changes to the Committee on Academic and Student Affairs agenda. She would like to remove items 4-I(1), 4-I(2), 4-I(3), and 5-F(1) from the agenda.

SUBSTITUTE MOTION:

IT WAS MOVED by Regent Thares, seconded by Regent Morgan, to approve the agenda as published except to remove agenda items 4-I(1), 4-I(2), 4-I(3), and 5-F(1). Motion passed.

1-B Declaration of Conflicts

There were no declared conflicts.

1-C Approval of the Minutes – Meeting on October 2-3, 2019

IT WAS MOVED by Regent Morgan, seconded by Regent Schaefer, to approve the minutes of the meeting on October 2-3, 2019. Motion passed.

IT WAS MOVED by Regent Morgan, seconded by Regent Schaefer, that the Board dissolve into executive session at 11:22 a.m. on Wednesday, December 11, 2019, to consult with legal counsel and discuss personnel matters, pending and prospective litigation, contractual matters, marketing or pricing strategies by a board of a business owned by the state when public discussion may be harmful to the competitive position of the business, and to consult with legal counsel; that it recess at 2:30 p.m. to resume the regular order of business; that it reconvene into executive session at 8:00 a.m. on Thursday, December 12, 2019 to continue to discuss the earlier referenced matters and that it recess at 9:30 a.m. to resume the regular order of business; and that it reconvene in executive session at 1:15 p.m. on Thursday, December 12, 2019 to continue discussing the earlier referenced matters, and that it rise at 1:45 p.m. to act in public session on any recommended action it deems prudent as a result of its executive session deliberations. Motion passed.

The Board dissolved into executive session at 11:22 a.m. and reconvened in public session at 2:30 p.m.

3-A Welcome and Presentation by USD Sheila Gestring

USD President Sheila Gestring welcomed the audience to Community College of Sioux Falls and shared how USD is committed to developing leaders who move South Dakota's communities forward. She described USD's contributions to workforce through workforce development in health sciences, health and human services, biomedical engineering, and law.

3-B Report of the Executive Director/Interim Actions

Dr. Paul B. Beran, Board of Regents Executive Director, said he recently sat before the Legislative Appropriations Committee and talked to them about the Board of Regents universities, what they are doing, their goals and ambitions, and their budget and budget needs. He pointed out the Board's top budget request, Dakota's Promise, which is a scholarship program for students who have financial need. He noted that the universities have been hard at work on intellectual diversity directives, the product of which shows a broad range of presenters and efforts. He said the system is working with legislators, industry leaders, and presidents who can partner on some critical programs in South Dakota. He explained that the system is actively working to search for the next leaders of Black Hills State University, South Dakota School for the Blind and Visually Impaired, and South Dakota School for the Deaf. Dr. Beran recognized the phenomenal presidents and leaders in South Dakota higher education and its special school. He applauded the Board of Regents for supporting their institutional CEOs and student leaders.

A copy of the Report of the Executive Director/Interim Actions can be found on pages **2887** to **2888** of the official minutes.

3-C Reports on Individual Regent Activities

Regent Schaefer paid his respects to the late Don King, DSU President Griffiths' husband. He passed along condolences to President Griffiths and family.

3-D Reports from Individual Presidents and Superintendents

No reports from individual presidents or superintendents.

3-E Report from SD Department of Education Secretary Ben Jones

Dr. Ben Jones, Secretary of the South Dakota Department of Education, provided an overview of the Department of Education. He shared the department's 2019-24 strategic plan. He explained joint Department of Education (DOE) and Board of Regents (BOR) initiatives, including the industrial arts BS degree development, civics education initiative, dual credit, automatic admission to SD public universities based upon the SD assessment scores, faculty participation in the crafting of academic standards, senior leadership regular meetings, and critical teacher needs scholarships. Additionally, he shared thoughts on where the DOE and BOR could collaborate more, which included education research to support policy making for teacher practice to enable the DOE to be a resource regarding issues where mental health, health care, and K-12 education are involved, and Native American education issues. Regarding dual credit, he explained that the DOE is reverting

\$764,164 from its budget request for this coming year as we are seeing demand for dual credit leveling off. Finally, he shared the areas where there are shortages in teachers in South Dakota as well as provided context of South Dakota K-12 student achievement. Secretary Jones said a real problem for South Dakota is that students who are economically disadvantaged perform at lower rates of success. He explained that the knowledge gap and challenges outside of school are contributing to the opportunity gap. He would like the department to contribute to finding cures for the opportunity gap. In wrap up, Dr. Jones said the Department of Education would like to continue the tradition of having a joint meeting with the Board of Regents in the near future.

Regent Morgan applauded Dr. Jones for his suggestion of a research arm between the BOR and DOE. There are many questions that could be answered by employing the Board of Regents' research talent.

3-F DSU Residence Village Facility Design Plan Revision

Heather Forney, System Vice President of Finance and Administration, explained the change in the budget of the Residence Village Facility that was approved at the August 2019 Board Meeting. She said the request to amend the original budget is due to the increased cost estimates from \$11.5 million to \$12.5 million. The increase of funding would come from a \$500,000 increase in the amount bonded with an additional \$500,000 from the contract with Sodexo, DSU's contracted food service provider.

The increase in the project budget would allow the adoption of steel columns and pre-cast construction from the previously approved combination of steel and wood-stud construction. There are significant benefits to pre-cast construction. The cost differential between a re-cast building and a wood-stud building was a much smaller gap than previously estimated. The changes would assure the campus is able to provide the quality and modern living standard expected by students.

IT WAS MOVED by Regent Roberts, seconded by Regent Schaefer, to approve the revised Facility Design Plan for DSU's Residence Village Facility at a cost not to exceed \$12.5 million. Motion passed.

A copy of the DSU Residence Village Facility Design Plan Revision can be found on pages **2889** to **2894** of the official minutes.

3-G BOR 2019 Series Housing and Auxiliary Facilities System Revenue Bonds

Heather Forney, System Vice President of Finance and Administration, explained the request to approve the issuance of Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the "Series 2019A Bonds") to construct a new residence hall (the "DSU Project") for Dakota State University ("DSU") (\$12,000,000 Series 2019A Bond Proceeds) and pay interest on the Series 2019A Bonds relating to the DSU Project through April 1, 2021 (\$624,534 Series 2019A Bond Proceeds); and Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (the "Series 2019B Bonds" and together with the Series 2019A Bonds, the "Bonds") to refinance a portion of the outstanding Series 2011 Bonds (defined below) for the Institutional System for Northern State University ("NSU") (\$4,585,000 Par Amount).

The last Housing and Auxiliary System Revenue Bonds deal in 2017 was assigned a rating of “Aa3” by Moody’s. These Bonds have been assigned a rating of “Aa3” by Moody’s. Piper Jaffray & Co. is the underwriter for the Bonds. Chapman and Cutler LLP serves as bond counsel for revenue bonds.

Bond counsel and counsel to the underwriter have prepared the appropriate resolutions and documents to proceed with the next phases of the financing. It was recognized that the five necessary action would need to be approved with separate motions, seconds, and roll call votes.

IT WAS MOVED by Regent Roberts, seconded by Regent Schaefer, to approve Action Item 1 to authorize the issuance of additional series of Bonds under the Amended and Restated Bond Resolution adopted by the Board on October 21, 2004 (the “Original Resolution”) to finance:

- i. the DSU Project;
- ii. capitalized interest on the Series 2019A Bonds relating to the DSU Project through April 1, 2021;
- iii. the refunding of a portion of the Refunded Bonds, but only if (a) the net present value of the savings from the portion of the Series 2019B Bonds attributable to the refunding shall be at least \$100,000 and (b) the aggregate debt service on the portion of the Series 2019B Bonds attributable to the refunding does not exceed the aggregate debt service on the Refunded Bonds; and
- iv. costs of issuance of the Bonds; (Attachment I—Fourteenth Supplemental System Revenue Bond Resolution (the “Fourteenth Supplemental Bond Resolution”).

Roll Call Vote:

Bastian – AYE

Morgan – AYE

Lund – AYE

Roberts – AYE

Schaefer – AYE

Stork – AYE

Thares – AYE

Wink – AYE

Schieffer – AYE

Motion passed.

IT WAS MOVED by Regent Roberts, seconded by Regent Bastian, to approve Action Item 2 to approve the contract with the underwriter, Piper Jaffray & Co., who will market the Bonds for the Board; provided, however, that (i) the aggregate principal amount of Series 2019A Bonds sold pursuant thereto shall not exceed \$12,000,000, shall mature not later than April 1, 2044, shall bear interest at a true interest cost not exceeding 3.5%, and shall be sold at an underwriter’s discount of not more than .5% of the principal amount of the Series 2019A Bonds and (ii) the aggregate principal amount of Series 2019B Bonds sold pursuant thereto shall not exceed \$4,600,000, shall mature not later than April 1, 2036, shall bear interest at a true interest cost not exceeding 3.5%,

and shall be sold at an underwriter's discount of not more than .5% of the principal amount of the Series 2019B Bonds (Attachment II—Bond Purchase Agreement).

Roll Call Vote:

Bastian – AYE
Morgan – AYE
Lund – AYE
Roberts – AYE
Schaefer – AYE
Stork – AYE
Thares – AYE
Wink – AYE
Schieffer – AYE

Motion passed.

IT WAS MOVED by Regent Roberts, seconded by Regent Thares, to approve Action Item 3 to approve an escrow agreement with First Bank & Trust, Brookings, South Dakota, the Bond Registrar for the Refunded Bonds, to provide for the refunding of the Refunded Bonds (Attachment III—Escrow Agreement).

Roll Call Vote:

Bastian – AYE
Morgan – AYE
Lund – AYE
Roberts – AYE
Schaefer – AYE
Stork – AYE
Thares – AYE
Wink – AYE
Schieffer – AYE

Motion passed.

IT WAS MOVED by Regent Roberts, seconded by Regent Lund, to approve Action Item 4 to ratify the distribution of the preliminary official statement and approving the distribution of the official statement to reflect the actual terms of the transaction once they are determined and the Bonds are ready for sale (Attachment IV—draft Preliminary Official Statement).

Roll Call Vote:

Bastian – AYE
Morgan – AYE
Lund – AYE
Roberts – AYE
Schaefer – AYE
Stork – AYE

Thares – AYE
Wink – AYE
Schieffer – AYE

Motion passed.

IT WAS MOVED by Regent Roberts, seconded by Regent Lund, to approve Action Item 5 to authorize the President of the Board, the President of Dakota State University, the President of Northern State University, the Executive Director of the Board and other Board officials to perform those acts and to execute those documents necessary to complete the Bond issue and the refunding of the Refunded Bonds, and the execution and delivery of the Fourteenth Supplemental Bond Resolution, the Bond Purchase Agreement and the Escrow Agreement; and to make the certifications required prior to the issuance of additional Bonds under Section 14(K) of the Original Resolution based on the Actual Net Revenues of the System for each of the two most recent Fiscal Years and the Projected Net Revenues of the System for each of the specified three Fiscal Years (Attachment V).

Roll Call Vote:

Bastian – AYE
Morgan – AYE
Lund – AYE
Roberts – AYE
Schaefer – AYE
Stork – AYE
Thares – AYE
Wink – AYE
Schieffer – AYE

Motion passed.

A copy of the BOR 2019A Series Housing and Auxiliary Facilities System Revenue Bonds can be found on pages **2895** to **3095** of the official minutes.

CONSENT AGENDA

IT WAS MOVED by Regent Roberts, seconded by Regent Bastian, to approve consent agenda items 4-A through 4-S, as amended. Motion passed.

Regent Wink commended the Board of Regents' institutions who have been working to collaborate with others as shown by several consent agenda items.

Academic and Student Affairs – Consent

4-A Graduation Lists

Approve the Fall 2019 graduation lists for BHSU, DSU, NSU, SDSMT, SDSU, and USD contingent upon the students' completion of all degree requirements.

A copy of the Graduation Lists can be found on page **3096** of the official minutes.

4-B BOR Policy 1:29 – State Authorization Reciprocity Agreement (SARA) Revisions (Second Reading)

Approve the second and final reading of the proposed revisions to BOR Policy 1:29 – State Authorization Reciprocity Agreement (SARA), as presented in Attachment I.

A copy of the BOR Policy 1:29 – State Authorization Reciprocity Agreement (SARA) Revisions (Second Reading) can be found on pages **3097** to **3120** of the official minutes.

4-C New Program Request – DSU – Minor in Finance Technology

Authorize DSU to offer a minor in Finance Technology, as presented.

A copy of the New Program Request – DSU – Minor in Finance Technology can be found on pages **3121** to **3128** of the official minutes.

4-D (1) New Certificate Request – DSU – Cyber Security (Graduate)

Authorize DSU to offer a graduate certificate in Cyber Security, as presented.

A copy of the New Certificate Request – DSU – Cyber Security (Graduate) can be found on pages **3129** to **3133** of the official minutes.

4-D (2) New Certificate Request – NSU – Behavioral and Justice Studies (Graduate)

Authorize NSU to offer a graduate certificate in Behavioral and Justice Studies, as presented.

A copy of the New Certificate Request – NSU – Behavioral and Justice Studies (Graduate) can be found on pages **3134** to **3142** of the official minutes.

4-E New Specialization Request – NSU – Forensic Counseling (MSEd in Clinical Mental Health Counseling)

Authorize NSU to offer a specialization in Forensic Counseling within the MSEd Clinical Mental Health program, as presented.

A copy of the New Specialization Request – NSU – Forensic Counseling (MSEd in Clinical Mental Health Counseling) can be found on pages 3143 to 3147 of the official minutes.

4-F (1) Agreement on Academic Cooperation – Northern State University

Approve the agreement on academic cooperation between Northern State University and University of Hradec Kralove, Czech Republic.

A copy of the Agreement on Academic Cooperation – Northern State University can be found on pages 3148 to 3149 of the official minutes.

4-F (2) Agreements on Academic Cooperation – SD School of Mines & Technology

Approve South Dakota School of Mines & Technology's agreements on academic cooperation with the University of South-Eastern Norway (Norway), Lovely Professional University (Phagwara, India), and Technische Universität Darmstadt (Germany).

A copy of the Agreements on Academic Cooperation – SD School of Mines and Technology can be found on pages 3150 to 3161 of the official minutes.

4-F (3) Agreement on Academic Cooperation – University of South Dakota

Approve the University of South Dakota's agreement on academic cooperation with the Geneva School of Business Administration in Switzerland.

A copy of the Agreement on Academic Cooperation – University of South Dakota can be found on pages 3162 to 3165 of the official minutes.

4-G (1) Articulation Agreements – Dakota State University

Approve Dakota State University's articulation agreements with Lake Superior College, Metropolitan Community College, and Lake Area Technical Institute, as presented.

A copy of the Articulation Agreements – Dakota State University can be found on pages 3166 to 3300 of the official minutes.

4-G (2) Articulation Agreements – South Dakota State University

Approve South Dakota State University's articulation agreements with Lake Area Technical Institute, Western Dakota Technical Institute, and Palmer College of Chiropractic, as presented.

A copy of the Articulation Agreements – South Dakota State University can be found on pages 3301 to 3353 of the official minutes.

4-H DSU and Huron Community Campus MOU

Approve the Memorandum of Understanding between Dakota State University and Huron Community Campus, as presented.

A copy of the DSU and Huron Community Campus MOU can be found on pages **3354** to **3356** of the official minutes.

4-I RESERVED

4-J Affiliation Agreement – BHSU & World Endeavors LLC

Approve the affiliation agreement between Northern State University and World Endeavors LLC.

A copy of the Affiliation Agreement – BHSU & World Endeavors LLC can be found on pages **3359** to **3361** of the official minutes.

4-K Dual Credit In-District Delivery – USD & Tea Area School District – Course Addition

Approve the course request as presented for the 2019-2020 academic year for in-district delivery of High School Dual Credit courses.

A copy of the Dual Credit In-District Delivery – USD & Tea Area School District – Course Addition can be found on pages **3362** to **3364** of the official minutes.

4-L Request to Seek Accreditation – SDSU

Approve SDSU's requests to seek accreditation from the Council for Accreditation of Counseling and Related Educational Programs (CACREP) for their MS in Counseling & Human Resource Development – Marriage and Family Counseling Specialization.

A copy of the Request to Seek Accreditation – SDSU can be found on pages **3365** to **3367** of the official minutes.

4-M SDLTAP Joint Powers Agreement – SDSU & SD Department of Transportation

Approve proceeding with the Joint Powers Agreement in substantially similar form to that set forth in Attachment I.

A copy of the SDLTAP Joint Powers Agreement – SDSU & SD Department of Transportation can be found on pages 3368 to 3398 of the official minutes.

Budget and Finance – Consent

4-N M&R Projects

Approve the USD and USD Sanford School of Medicine maintenance and repair projects as described in this agenda item.

A copy of the M&R Projects can be found on page 3399 of the official minutes.

4-O FY21 HEFF M&R Projects

Approve the FY21 HEFF M&R projects as presented in Attachment II of the agenda item.

A copy of the FY21 HEFF M&R Projects can be found on pages 3400 to 3408 of the official minutes.

4-P FY21 Auxiliary System M&R Projects

Approve the FY21 Auxiliary System M&R projects as presented in Attachment I of the agenda item.

A copy of the FY21 Auxiliary System M&R Projects can be found on pages 3409 to 3412 of the official minutes.

4-Q FY21 AES M&R Projects

Approve the AES M&R projects for FY21 as requested.

A copy of the FY21 AES M&R Projects can be found on pages 3413 to 3414 of the official minutes.

4-R Capital Asset Purchase Greater than \$500,000

SD Mines has received RII-T-1 and RII-T-2 grant awards from the National Science Foundation (NSF). A portion of the funds are to be used to purchase a Pulsed Laser Deposition System.

Approve SD Mines' request to purchase a Pulsed Laser Deposition System using approximately \$632,000 of grant funds.

A copy of the Capital Asset Purchase Greater than \$500,000 can be found on pages 3415 to 3420 of the official minutes.

4-S West Central Electric Co-op, Inc. Easement Resolution (SDSU)

Approve and adopt the Resolution set forth in Attachment I of the agenda item, requesting the Commissioner of School and Public Lands to proceed with the easement as stated therein.

A copy of the West Central Electric Co-op, Inc. Easement Resolution can be found on pages **3421** to **3429** of the official minutes.

Routine Information Items – No Board Action Necessary - Consent

4-T Capital Projects List

The Board received the Capital Project List.

A copy of the Capital Projects List can be found on pages **3430** to **3434** of the official minutes.

4-U Building Committee Report

The Board received the Building Committee Report.

A copy of the Building Committee Report can be found on page **3435** of the official minutes.

4-V SDSU Football Stadium FY19 Financials

The Board received SDSU's FY19 football stadium financials. The actual FY19 stadium financials show less revenue and higher expenditures compared to the FY19 budget, however, the debt service coverage ratio is above 1.00. SDSU is projecting a higher debt service coverage ratio moving forward.

A copy of the SDSU Football Stadium FY19 Financials can be found on pages **3436** to **3439** of the official minutes.

4-W SD Mines Strategic Plan

The Board received the updated SD Mines Strategic Plan for the last academic cycle. The plan aligns with the South Dakota Board of Regents Strategic Plan priority areas. The finalized plan specifies goals in four areas: (1) Academic & Co-Curricular Excellence, (2) Research & Innovation, (3) Outreach & Engagement, and (4) Campus Culture. Within each goal area, strategies have been defined and metrics have been developed to support the goals for the next five to ten years. The plan addresses the vision for SD Mines as a university and provides for SD Mines to establish a physical connection to the Rapid City community and newly established Innovation District. In addition, the strategic plan sets goals and strategies that have been incorporated into both a strategic enrollment plan and campus master plan recently developed on campus.

A copy of the SD Mines Strategic Plan can be found on pages **3440** to **3446** of the official minutes.

4-X SD Mines Master Plan

The Board received the updated SD Mines Master Plan, which provides a vision for the future of the university that matches the recently updated university strategic plan. The plan provides realistic, achievable, and actionable goals for campus development over the next ten years while keeping the original 2011 master plan in focus. The plan envisions a very vibrant future for SD Mines with a physical connection to the Rapid City community and newly established Innovation District.

A copy of the SD Mines Master Plan can be found on pages **3447** to **3452** of the official minutes.

4-Y FY19 Credit Card/Store Charge Card Audit

A copy of the FY19 Credit Card/Store Charge Card Audit can be found on page **3453** of the official minutes.

ACADEMIC AND STUDENT AFFAIRS

5-A Student Federation Report

Josh Sorbe, Student Federation Executive Director, explained that the Student Federation met on December 10 and unanimously supported a resolution supporting the Dakota's Promise scholarship proposal submitted by the Board of Regents. Further, he shared a report that showed the progress reports from the Student Federation as a whole and from each member institution. Last, he said the Student Federation is preparing for Students in Higher Education Days (SHED) on February 10, 2020, in the Capitol rotunda.

A copy of the Student Federation Report can be found on pages **3454** to **3459** of the official minutes.

5-B USD Student Organization Awards

Dr. Kim Grieve, USD VP of Student Affairs/Dean of Students, presented the Student Organization Awards for USD. The Award for Academic Excellence for 2018 was presented to Radiology Interest Group/Seldinger Society. The Award for Community Service was presented to Student Occupational Therapy Association (SOTA). The Award for Organization Leadership was presented to Union of African American Students.

A copy of the Student Organization Awards can be found on pages **3460** to **3461** of the official minutes.

5-C SDSBVI Comprehensive Plan for Special Education

SDSBVI Superintendent Marje Kaiser explained that each local school district and accredited school is required to submit a Comprehensive Plan for Special Education to the South Dakota Department of Education that details how the school will implement federal and state laws and special education regulations. Where the responsibility of South Dakota School for the Blind and

Visually Impaired (SDSBVI) differs from that of local education agencies, the exceptions are noted in the document. Much of the information in the Comprehensive Plan is documented in the SDSBVI school policy handbooks. Since the SDBOR serves as the governing board for SDSBVI, formal approval is required prior to submission.

IT WAS MOVED by Regent Wink, seconded by Regent Thares, to approve the SDSBVI Comprehensive Plan for Special Education as presented. Motion passed.

A copy of the SDSBVI Comprehensive Plan for Special Education can be found on pages **3462** to **3507** of the official minutes.

5-D Strategic Plans for the SDSBVI and SDSD

SDSBVI/SDSD Superintendent Marje Kaiser explained that the South Dakota School for the Blind and Visually Impaired (SDSBVI) and the South Dakota School for the Deaf (SDSD) have completed the strategic planning process. Both schools worked with Margaret Sumption to gather information from both internal and external constituents, reaffirm institutional values, and create an action plan.

IT WAS MOVED by Regent Wink, seconded by Regent Morgan, to approve the strategic plans for the South Dakota School for the Blind and Visually Impaired and the South Dakota School for the Deaf as presented. Motion passed.

A copy of the SDSBVI and SDSD Strategic Plans can be found on pages **3508** to **3526** of the official minutes.

5-E SDSBVI and SDSD Advisory Council By-Laws – DEFERRED TO THURSDAY, DECEMBER 12

5-F (1) Revisions to BOR Policy 2:17 – Awarding of Degrees, Graduation Dates, and Catalog of Graduation, and BOR Policy 2:18 – Honorary Doctorate Degrees (First Reading) – REMOVED FROM THE AGENDA

5-F (2) BOR Policy 3:14 – Student Insurance Revisions (First Reading)

Kayla Bastian, Director of Human Resources, explained that the student international affairs offices meet annually with the BOR staff in Pierre. Following the last meeting there was a request to update BOR Policy 3:14 to define that university affiliated international activities are activities that are organized by, or on behalf of a university organization, club, college, or department and use university funds.

In addition to the updated definition for university affiliated activities related to international travel, there is one clarification made in Section 3 to include a reference to “in-network” coverage when validating primary insurance for student athletes. This was the intent when the policy was updated in 2014, however, the current language specifies “full coverage” which is ambiguous and often leads to questions on the insurance requirements for student athletes.

IT WAS MOVED by Regent Wink, seconded by Regent Stork, to approve the first reading of the proposed revisions to BOR Policy 3:14. Motion passed.

A copy of the BOR Policy 3:14 – Student Insurance Revisions (First Reading) can be found on pages 3538 to 3542 of the official minutes.

5-G LRC Review of the High School Dual Credit Program

Dr. Jay Perry, System Vice President for Academic Affairs, explained that the Executive Board of the State Legislature directed the Legislative Research Council (LRC) to evaluate the state subsidized High School Dual Credit (HSDC) program as defined in SDCL § 13-28-37.1. Specifically, the Executive Board tasked LRC with evaluating the financial impact of the HSDC program, determining the courses offered and taken by students in the program, and determining if HSDC improved student outcomes. He shared highlights from the LRC's program evaluation report, which is provided in Attachment I of the agenda item.

Regent Schaefer explained that he felt the intent of the dual credit program was to encourage students to matriculate into the Regental system. He asked for Dr. Perry's reaction to the ideas of charging more for dual credits but then giving a rebate to students who attend in-state universities to encourage in-state attendance. Dr. Perry acknowledged that dual credit opportunities exist outside of the Regental program so we want to be careful about restrictions we place on our program. Additionally, he said the Regental program makes money on the program only when students go out-of-state for college; otherwise, the system forfeits credits it would have otherwise delivered for full price.

A copy of the LRC Dual Credit Report can be found on pages 3543 to 3600 of the official minutes.

5-H Enrollment Trends in the University System

Dr. Jay Perry, System Vice President for Academic Affairs, stated that this report offers an in-depth analysis of university system fall enrollment data from 2008 to 2019. While annual fall enrollment reports already provide summary-level information about student enrollment in the Regental system, this report draws special attention to several key trends observed in system enrollment data in recent years. Findings suggest that enrollment transitions that currently are underway in the university system already have begun to reshape the basic composition of the Regental student body, and consequently may have a significant impact on university programming and resource allocation.

Regent Schieffer asked about the in-state students we are losing to other institutions. He is wondering of those who are leaving how many are leaving due to financial need. Dr. Perry said the data suggests that the system used to capture 71% of free and reduced lunch students; however, now it is only capturing 50% of these students. Regent Schieffer requested that the story around this data be polished before the upcoming legislative session.

A copy of the Enrollment Trends in the University System can be found on pages 3601 to 3615 of the official minutes.

5-I Graduate Debt Analyses

Dr. Jay Perry, System Vice President for Academic Affairs, explained that this briefing reviews two recent national reports on student debt. Attachment I of the agenda item presents data which recently were published by the Institute for College Access and Success (TICAS) on two major debt indicators for bachelor's degree completers at four-year institutions in South Dakota and the nation. Attachment II of the agenda item provides a basic overview of federal student loan default rate data from the US Department of Education.

A copy of the Graduate Debt Analyses can be found on pages **3616** to **3621** of the official minutes.

5-J Intellectual Diversity Report

Nathan Lukkes, Board of Regents General Council, explained that due to HB 1087, which was passed during the 2019 Legislative Session, the Board of Regents shall prepare a report for the Governor and the legislature regarding intellectual diversity. Specifically, the report shall address all actions taken by each institution to promote and ensure intellectual diversity and the free exchange of ideas, as well as describe any events or occurrences that impeded the same. The Board's report for 2019 is included as Attachment I of the agenda item.

Regent Schieffer recognized the amount of time and energy that has gone into this report, which equates to a lot of cost, time, and effort for the system and state. He hopes we can figure out a way to streamline this going forward.

A copy of the Intellectual Diversity Report can be found on pages **3622** to **3665** of the official minutes.

5-K SDSU Vet 2+2 Agreement

Nathan Lukkes, Board of Regents General Council, and SDSU Provost Hedge explained that during its December 2018 meeting, the Board approved pursuing legislation to authorize SDSU to engage in a Vet 2+2 Program with the University of Minnesota. That legislation was passed and signed into law by the Governor in 2019. The Agreement for Collaborative Program of Veterinary Medical Education between SDSU and UMN is the culmination of efforts by SDSU and UMN to operationalize the Vet 2+2 Program, which will allow for 20 students a year to attend their first two years of the Doctor of Veterinary Medicine program at SDSU, and then transfer to the UMN to complete their final two years of the program.

Provost Hedge introduced SDSU student leaders Allyson Monson and Corey Berscheit. They shared the student body's support for this program and shared the benefits of partnerships like this.

IT WAS MOVED by Regent Wink, seconded by Regent Morgan, to approve the Agreement and authorize the Executive Director to finalize and execute the Agreement in substantially similar form to that set forth in Attachment I of the agenda item. Motion passed.

A copy of the SDSU Vet 2+2 Agreement can be found on pages **3666** to **3675** of the official minutes.

5-L Inactive Status and Program Termination Requests - USD – DEFERRED UNTIL THURSDAY, DECEMBER 12

BUDGET AND FINANCE

6-A NSU Building Inventory and Action Plan

NSU President Tim Downs, NSU Provost Mike Wanous, and NSU Vice President of Finance & Administration Veronica Paulson explained NSU's intentions to meet the stated goals after the Facility Utilization Report for Fall of 2018 was presented to the Board at the October 2019 meeting. The facilities utilization outline with additional detail and the action plan were discussed.

Regent Roberts shared her appreciation for NSU's further review and description of action steps.

Regent Schieffer said it would be useful to consider the Fact Book numbers regarding facilities utilization to make sure these square out. Regent Stork agreed and said it would be helpful to match the headings as well in order to better understand the bigger picture with all the data available.

Regent Schaefer commented on the section in the report that says that NSU needs additional square footage. He said this makes him skeptical of the report in total as he does not believe NSU needs more square footage. In response, it was described that this determination uses optimal square footage and because of this certain things just cannot be changed due to older buildings. It was requested that the heading be changed to "optimal" or "wish list" square footage.

A copy of the NSU Building Inventory and Action Plan can be found on pages **3679** to **3722** of the official minutes.

6-B Campus Financial Planning

Heather Forney, System Vice President of Finance and Administration, stated fall enrollment at South Dakota's six public universities was down by nearly three percent in full-time equivalent (FTE) students for 2019, the second year in a row with declining enrollment across the system. The fall 2019 change in FTE enrollment is as follows: BHSU, -4.76%; DSU, 1.26%; NSU, -5.01%; SD Mines, -1.87%; SDSU, -4.08%; and USD, -2.03%. Accordingly, she explained we are taking efforts to reduce budgets in order to live within our means.

A copy of the Campus Financial Planning can be found on pages **3723** to **3724** of the official minutes.

6-C FY21 Governor's Recommended Budget

Heather Forney, System Vice President of Finance and Administration, shared Governor Noem's recommended budget items presented during her budget address on Tuesday, December 3. She said venues are slightly lower than anticipated for FY20, resulting in a \$5.9M reduction in the FY20 revenue projection. She explained that no salary policy or inflationary increases proposed

by the Governor for FY21. She also proposed no change to employee health insurance costs, while proposing enhancements to certain leave benefits.

A copy of the FY21 Governor's Recommended Budget can be found on pages 3725 to 3727 of the official minutes.

6-D Resolution to Remove Waneta Hall at SDSU from the Auxiliary Facilities System

Heather Forney, System Vice President of Finance & Administration, requested authority from the Board to remove Waneta Hall, residence hall on the campus of South Dakota State University (SDSU), from the SDSU Housing and Auxiliary Facilities System created pursuant to the Amended and Restated Bond Resolution adopted by the Board on October 21, 2004, as amended and supplemented.

The action item includes a resolution making the determination of the Board that (1) Waneta Hall located on the campus of SDSU and part of the SDSU Institutional System, is physically and structurally unfit for use as a student residence hall and should therefore be abandoned for economic non-feasibility and removed from the SDSU Institutional System; and (2) prior to its removal from the SDSU Institutional System, Waneta Hall will be demolished, with the cost of such demolition payable from available revenues of the SDSU Institutional System.

IT WAS MOVED by Regent Roberts, seconded by Regent Schaefer, to approve the recommendation as set forth in detail on Attachment I of the agenda item.

Roll Call Vote:

Bastian – AYE

Morgan – AYE

Lund – AYE

Roberts – AYE

Schaefer – AYE

Stork – AYE

Thares – AYE

Wink – AYE

Schieffer – AYE

Motion passed.

A copy of the Resolution to Remove Waneta Hall at SDSU from the Auxiliary Facilities System can be found on pages 3728 to 3732 of the official minutes.

6-E DSU Resolution – Street Vacation

Nathan Lukkes, Board of Regents General Council, and Heather Forney, System Vice President of Finance and Administration, explained that the Board approved the DSU Residence Village Facility Program Plan at its April 2019 meeting. As part of that project, DSU would like to request the City of Madison vacate the portion of 8th Street running between Washington Avenue and Lee Avenue. That process will require, in-part, the City of Madison retaining and receiving an

easement associated with the waterline currently running under the portion of 8th street to be vacated, and any necessary platting which may be necessitated by the street vacation.

IT WAS MOVED by Regent Roberts, seconded by Regent Schaefer, to approve proceeding with the requested street vacation and adopt the Resolution set forth in Attachment I of the agenda item, requesting the Commissioner of School and Public Lands to proceed with the easement as stated therein, any necessary platting resulting therefrom, and authorize staff/employees to take any action(s) necessary to effectuate the intentions thereof. Motion passed.

A copy of the City of Madison Easement Resolution can be found on pages 3733 to 3741 of the official minutes.

6-F BHSU Library and Learning Center Renovation Facility Program Plan

Kathy Johnson, BHSU Vice President for Finance & Administration, and Randy Culver, BHSU Associate Vice President of Facilities and Sustainability, explained that the library is in the most need of attention of all the buildings on the BHSU campus. The South Dakota Legislature approved the E.Y. Berry Library Renovation project with HB1051 in 2012 as part of the Board's ten-year capital improvement plan. The Board of Regents approved the Preliminary Facility Statement for this project in May of 2012.

Vice President Johnson explained that BHSU is also requesting to amend HB1051 from the 2012 legislative session to allow a small increase in gross square footage (GSF). HB1051 authorized the renovation of the E.Y. Berry Library in the amount of \$4.5 million with \$3 million from bonds (HEFF) and \$1.5 million in other funds (M&R). There is no provision for a GSF addition in this legislation. BHSU is requesting to add up to 5,000 GSF on the 2nd floor, or 8% to the building's current 62,036 GSF.

The initial cost estimate of \$9,372,245 was prepared in cooperation with Williams & Associates Architecture and Ratio Architects. The estimate includes new construction, renovation, site work, contingencies, and fees. The Higher Education Facilities Fund (HEFF) will contribute \$3 million in the anticipated FY22 bond issue. With minor exceptions, the remaining \$6.325 million is from BHSU's maintenance & repair funding. BHSU received \$2.6 million in M&R funding in FY20 from HEFF, General funds, and the M&R Fee. FY20's commitment of \$1 million of this funding or 39.8% is allotted to the library. Once the project is complete, the demand on current M&R funds will decrease as the old systems are upgraded or replaced, reducing the current demand for repairs.

IT WAS MOVED by Regent Roberts, seconded by Regent Lund, to approve BHSU's Facility Program Plan for the E.Y. Berry Library and Learning Center Renovation at a cost not to exceed \$9,372,245, funded by a combination of HEFF, M&R, and other funds. Motion passed.

A copy of the BHSU Library and Learning Center Renovation Facility Program Plan can be found on pages 3742 to 3763 of the official minutes.

6-G SD Mines Ascent Innovation Building Purchase and Renovation Preliminary Facility Statement

Jerilyn Roberts, SDSMT Director of Facilities and Risk Management, explained that the Ascent Innovation building, which is located on campus-owned property, is building a new facility off campus. The facility will be used to house campus activities designed to foster entrepreneurship and economic development among students/faculty and grow both industrial funded applied research and basic research. The purchase of the facility will provide needed space to expand research and economic development for SD Mines and South Dakota. The facility will require renovation in order to house the desired research activities. The project will also require legislative approval.

The project has an estimated cost of \$5.5 million - \$3.5 million for the purchase of the facility and \$2.0 million for the renovations. The purchase will be funded by a bond issue to be paid back through overhead recovery funds. A request is being made for \$2.0M in state general funds for the renovations. In the event of a lease-purchase agreement, the term shall not exceed five years and any payments will be credited towards the purchase price.

IT WAS MOVED by Regent Roberts, seconded by Regent Bastian, to approve SD Mines' Preliminary Facility Statement for the acquisition, whether outright or through a lease-purchase arrangement, and renovation of the Ascent Innovation building, at a cost of \$3.5 million for the acquisition to be funded with overhead recovery funds and \$2.0 million for renovations to be funded through state general funds or other funds if general funds are unavailable, and to submit this project for legislative approval. Motion passed.

A copy of the SD Mines Ascent Innovation Building Purchase and Renovation Preliminary Facility Statement can be found on pages **3764** to **3768** of the official minutes.

6-H SD Mines Stadium Renovation Preliminary Facility Statement

Jerilyn Roberts, SDSMT Director of Facilities and Risk Management, described the request to renovate the north stadium buildings on campus. She explained the renovation is necessary to provide more efficient and modern facilities that meet the needs of the campus and the Rapid City community. The building under the stadium grandstand was built in 1974 with no major improvements since that timeframe. The announcer and skybox area at the top of the stadium is not ADA accessible and does not provide for optimal viewing of sporting events. The current facility has one locker room and does not support male and female athletes or home and visiting teams.

Construction costs are anticipated to come in at less than \$5 million. SD Mines requests that the building committee be assigned to allow them to select an architect using the Statements of Interest process with an approval by the building committee via phone. Funding may include Rapid City Vision funds, Rapid City Area School funds, maintenance and repair funds, and donations.

IT WAS MOVED by Regent Roberts, seconded by Regent Morgan, to approve SD Mines' Preliminary Facility Statement for the renovation of the stadium with an estimated cost not to exceed \$5,000,000 to be funded by other funds. Motion passed.

A copy of the SD Mines Stadium Renovation Preliminary Facility Statement can be found on pages 3769 to 3771 of the official minutes.

6-I SDSU McFadden Biostress Preliminary Facility Statement

Dean Kattelman, SDSU Associate Vice President of Facilities and Services, explained the multi-phase maintenance and repair project for upgrades to the lab exhaust systems of the McFadden Biostress building on SDSU's campus. This facility is one SDSU's largest consumers of energy. The current lab spaces have constant volume exhaust fans for each lab space and fume hood, with no energy recovery system currently in place. The proposed upgrades to the building's exhaust system will provide significant energy savings and operational improvements.

In order to perform like a modern lab system, replacement of the lab controls and exhaust system along with the addition of a heat recovery system is required. There are two air handling units from the original phase of construction, approximately 27 years ago, that serve lab spaces with these individual exhaust fans. The project will consolidate these into a single lab exhaust system for each air handling unit that will include energy recovery that will transfer energy from the exhausted air into the incoming outside air supplied to the space.

SDSU requests that the building committee approve the continuation of West Plains Engineering design services through the remainder of the project. They were selected through a competitive selection process under statutory requirements and have completed conceptual design services.

IT WAS MOVED by Regent Roberts, seconded by Regent Stork, to approve SDSU's Preliminary Facility Statement for the upgrade and renovation of the lab exhaust systems in the McFadden Biostress building at an estimated cost of \$5,000,000 to be funded by HEFF funds. Motion passed.

A copy of the SDSU McFadden Biostress Preliminary Facility Statement can be found on pages 3772 to 3776 of the official minutes.

6-J BOR Policy 4:15 – Leave Revisions (First Reading)

Kayla Bastian, System Director of Human Resources, explained that revisions are being proposed to BOR Policy 4:15 to update it to align with the Family and Medical Leave Act (FMLA), SD Codified Law (SDCL), and SD Administrative Rules (ARSD) changes related to sick leave usage following the birth or placement of a child for adoption or foster care. Additional changes are also proposed to add clarification and remove unnecessary language.

IT WAS MOVED by Regent Roberts, seconded by Regent Lund, to approve the first reading of the proposed revisions to BOR Policy 4:15 as outlined in Attachment I of the agenda item. Motion passed.

A copy of the BOR Policy 4:15 – Leave Revisions (First Reading) can be found on pages 3777 to 3788 of the official minutes.

6-K 2020 Board Sponsored Legislation

Heather Forney, System Vice President of Finance and Administration, and Nathan Lukkes, Board of Regents General Counsel, provided an overview of the legislation that the Board of Regents is proposing with Board authorization, for the upcoming legislative session in 2020.

IT WAS MOVED by Regent Roberts, seconded by Regent Wink, to authorize the Executive Director to (1) submit the proposed bills and make such modifications or amendments to the bills as are necessary and appropriate, provided such modifications or amendments do not change the fundamental purpose of the legislation, and (2) submit such additional legislation as may be necessary and appropriate, upon concurrence of a majority of the executive committee. Motion passed.

A copy of the 2020 Board Sponsored Legislation can be found on pages 3789 to 3805 of the official minutes.

6-L SD Mines Devereaux Library Renovation Preliminary Facility Statement and Facility Program Plan

Jerilyn Roberts, SDSMT Director of Facilities and Risk Management, described the progress on the renovation of the Devereaux Library. She explained that major updates are necessary on the first and second floors to bring the building up to modern standards, meet ADA requirements, and complete needed maintenance and repair. The renovation will be an opportunity to better utilize space and provide student services to help improve retention and graduation rates along with continuance to support the 97% job placement rate of our graduates. The project is estimated to cost less than \$5 million and a combination of general/HEFF M&R funds and private funds will be used to finance the project.

A building committee will need to be assigned to the project to allow the campus to proceed with current architect selection through a competitive solicitation. Since the main objective of the addition is to make the building ADA compliant, they would ask for the 2,500 maximum square foot to be sent to the legislature for approval during the upcoming session.

IT WAS MOVED by Regent Roberts, seconded by Regent Lund, to approve SD Mines' Preliminary Facility Statement and Facility Program Plan for the renovation of the Devereaux Library which will result in an addition of no more than 2,500 square foot, at a cost not to exceed \$5 million to be funded through a combination of general/HEFF M&R and private funds, to assign a building committee, and to submit this project for legislative approval. Motion passed.

A copy of the SD Mines Devereaux Library Renovation Preliminary Facility Statement and Facility Program Plan can be found on pages 3806 to 3816 of the official minutes.

THURSDAY, DECEMBER 12, 2019

The Board reconvened in executive session at 8:00 a.m.

The Board reconvened in public session at 9:37 a.m. to continue the regular order of business.

5-E SDSBVI and SDSD Advisory Council By-Laws

Superintendent Marje Kaiser explained that the South Dakota School for the Blind and Visually Impaired (SDSBVI) and the South Dakota School for the Deaf (SDSD) have benefitted from having advisory groups made up of parents, adults with vision or hearing loss, and other community partners. The By-Laws for these groups were originally adopted by the South Dakota Board of Regents in 1989. The By-Laws for the two councils have been updated to align with each other and are presented to the Board for approval.

Superintendent Kaiser acknowledged controversy around the SDSD By-Laws change. She said there are a few options: (1) approve By-Laws for both schools, (2) go ahead and approve changes for the SDSBVI only, or (3) approve neither in which case SDSBVI will function with its currently By-Laws until further action.

Upon invitation by Regent Schieffer, a member of the public spoke on behalf of the By-Laws changes. He explained that he is a strong supporter of setting up an advisory council between the school and community/parents; however, he is concerned with the recommended list of people who would compose the members of the advisory council. He feels more parents need to be included on the council.

Regent Schieffer noted that the agenda item sets out to approve By-Laws changes that establishes an advisory council only; it does not establish the members on the council.

Superintendent Kaiser said the composition of council members could be reconsidered with more representation of parents. She said generally the advisory council does not vote on many things, but it is a way to understand the consensus of the group.

Regent Bastian said he is uncomfortable with the notion of voting members and would be more comfortable with the By-Laws change if the reference to “voting” members was deleted.

IT WAS MOVED by Regent Wink, seconded by Regent Lund, to approve the revised Advisory Council By-Laws for the South Dakota School for the Blind and Visually Impaired and the South Dakota School for the Deaf as presented. Motion failed.

SUBSTITUTE MOTION:

IT WAS MOVED By Regent Bastian, seconded by Regent Morgan, to approve the revised Advisory Council By-Laws for the South Dakota School for the Blind and Visually Impaired and the South Dakota School for the Deaf as written with the deletion of the reference to members having voting rights. Motion passed.

A copy of the SDSBVI and SDSD Advisory Council By-Laws can be found on pages **3527** to **3537** of the official minutes.

5-L Inactive Status and Program Termination Requests - USD

Dr. Jay Perry, System Vice President for Academic Affairs, and USD Dean Haifa Samra explained that USD is requesting to inactivate the Capital University Center (CUC) program delivery site for their Bachelor of Science in Nursing. The BS in Nursing Program in Pierre, SD has been unable to recruit enough students to sustain the program. Having a pool of qualified applicants continues to be a challenge. With Lake Area Technical Institute's (LATI) proposal to start a Licensed Practical Nursing Program and an Associate Degree program at CUC, the already small applicant pool will become even smaller and it will be difficult to sustain the program.

In response to Regent Lund question about the teach-out for the currently enrolled students,

USD Nursing Dean Dr. Samra said the current cohorts would finish in Spring 2020 and Spring 2021 and these students would be able to finish their program in Pierre. She explained that there are also pre-nursing students who have to take prerequisites before their admittance into the nursing school. These students would not have the opportunity to undergo the USD nursing program in person in Pierre.

Regent Bastian asked if there is an agreement/collaboration that offers a path forward for students in Pierre who are interested in this field of study. Dr. Samra explained that those students could get their associates degree in Pierre from the Lake Area Technical Institute and finish their last two years of nursing school online.

IT WAS MOVED by Regent Wink, seconded by Regent Morgan, to approve USD's request to inactivate their Bachelor of Science in Nursing program at the Capital University Center in Pierre. Motion passed.

A copy of the Inactive Status and Program Termination Requests – USD can be found on pages **3676** to **3678** of the official minutes.

IT WAS MOVED by Regent Morgan, seconded by Regent Stork, to amend the previous executive session motion that the Board reconvene in executive session at 10:07 a.m. on Thursday, December 12, to continue discussing the previously referenced matters, and that it rise from executive session at 11:15 a.m. and act in public session on any recommended action it deems prudent as a result of its executive session deliberations. Motion passed.

Report and Actions of Executive Session

Regent Morgan reported that the Board dissolved into executive session at 11:22 a.m. on Wednesday, December 11, 2019, to consult with legal counsel and discuss personnel matters, pending and prospective litigation, contractual matters, marketing or pricing strategies by a board of a business owned by the state when public discussion may be harmful to the competitive position of the business, before recessing at 2:30 p.m. to resume the regular order of business; reconvened

in executive session at 8:00 a.m. on Thursday, December 12 to discuss the earlier referenced matters before recessing at 9:30 a.m. to resume the regular order of business; and again reconvened in executive session again at 10:07 a.m. to continue discussing the earlier referenced matters, before rising at 11:15 a.m. to resume the regular order of business.

IT WAS MOVED by Regent Morgan, seconded by Regent Bastian, that the Board approve the recommended actions as set forth in the Secretary's Report and that it publish said Report and official actions in the formal minutes of the meeting. Motion passed.

The Secretary's Report can be found on pages 2885 to 2886.

ADJOURNMENT

IT WAS MOVED by Regent Roberts, seconded by Regent Thares, to adjourn the meeting. Motion passed. The meeting adjourned at 11:30 a.m. Motion passed.

Workforce Development Luncheon

Leaders in business and industry, government, and higher education gathered to discuss how they can best work together to create the ultimate product of an educated workforce, individuals who are engaged in community, and future leaders of the state.

SOUTH DAKOTA BOARD OF REGENTS

Full Board

AGENDA ITEM: 3 – B

DATE: December 11-12, 2019

SUBJECT

Report of the Executive Director / Interim Actions

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:5](#) – Executive Director

[BOR Policy 2:23](#) – Program and Curriculum Approval

[BOR Policy 5:4](#) – Purchasing

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND / DISCUSSION

Per BOR Policy, the Executive Director is granted authority to act on and/or authorize approval of various requests on behalf of the Board. In instances where these actions occur, the Executive Director shall provide to the Board a summary of these requests and approvals at each regularly scheduled Board meeting.

A portion of the interim actions of the Executive Director often include authorizing maintenance and repair projects submitted by the campuses whose costs range between \$50,000 and \$250,000 using institutional funds, donations, or funds not previously approved by the Board. Other finance-related action may also be the purchase of assets between \$250,000 and \$500,000 as well as any emergency approval of maintenance and repair projects.

IMPACT AND RECOMMENDATION

The list provided in Attachment I summarizes the interim actions taken by the Executive Director, or his designee.

ATTACHMENTS

Attachment I – Interim Actions of the Executive Director

INFORMATIONAL ITEM

INTERIM ACTIONS OF THE EXECUTIVE DIRECTOR

Maintenance and Repair Projects ((\$50,000 - \$250,000))

University of South Dakota – Sioux Falls

Sanford School of Medicine – First Floor Office Renovation: Using funds from the Health Affairs Capital Commitments, USD School of Medicine requests to complete a full design and renovation of existing first floor office suite and rooms 117-117C and 119A. The cost for this project is estimated at \$150,000.

New Prefix Approvals

University of South Dakota

- ACP – Addiction Counseling and Prevention
Reasoning: Replaced the prefix of ADS (Alcohol and Drug Studies) to more accurately describe the mission of the department

Course Modifications

Since the approval of the revisions to BOR Policy 2:23 at the March 2017 BOR meeting, all subsequent course modifications approved by the System Vice President for Academic Affairs can be found on the Institutional Curriculum Requests webpage at the following link:

https://www.sdbor.edu/administrative-offices/academics/aac/Institutional_Curriculum_Requests/Pages/default.aspx

Substantive Program Modifications

Since the approval of the revisions to BOR Policy 2:23 at the March 2017 BOR meeting, all subsequent substantive program modifications approved by the System Vice President for Academic Affairs can be found on the Institutional Substantive Program Modification Requests webpage at the following link:

https://www.sdbor.edu/administrative-offices/academics/aac/Sub_Program_Mod_Requests/Pages/default.aspx

Reduced Tuition Externally Sponsored Courses

All requests for reduced tuition externally sponsored courses approved by the System Vice President for Academic Affairs can be found on the Special Tuition Rates Requests webpage at the following link:

https://www.sdbor.edu/administrative-offices/academics/aac/Special_Tuition_Rate_Requests/Pages/default.aspx

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 3 – F
DATE: December 11-12, 2019

SUBJECT

DSU Residence Village Facility Design Plan (FDP) Revision

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 5-14-1](#) – Classification of Capital Improvements

[SDCL 5-14-2](#) – Supervision by Bureau of Administration of Capital Improvement Projects
– Payment of Appropriated Funds

[SDCL 5-14-3](#) – Preparation of Plans and Specifications for Capital Improvements – State
Building Committees – Approval by Board or Commission in Charge of
Institution

[BOR Policy 6:4](#) – Capital Improvements

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND/DISCUSSION

DSU requests approval for a change in budget of the Residence Village Facility Design that was approved at the August 2019 Board Meeting. The DSU request amends the original budget by increasing cost estimates from \$11.5M to \$12.5M. Funding for this increase would come from a \$500,000 increase in the amount bonded (change from \$11.5M to \$12M) and \$500,000 from funds through the contract with Sodexo, DSU's contracted food service provider.

The increase in the project budget would allow the Residence Village project to adopt steel column and pre-cast construction from the previously approved combination of steel and wood-stud construction. After GMP review from the CMR, it was also determined the cost differential between a pre-cast building and a wood-stud building was a much smaller gap than previously estimated.

Benefits to Pre-cast Construction

The benefits of a pre-cast construction versus wood-stud construction are significant, some of the benefits of pre-cast construction include, longer life building -- Pre-cast is 50-year building vs. 25 year building, decreased maintenance costs, decreased operational costs, decreased M&R and utility costs, better acoustics and the location.

(Continued)

DRAFT MOTION 20191211_3-F:

I move to approve the revised Facility Design Plan for DSU's Residence Village Facility at a cost not to exceed \$12.5M.

There will be less annual repairs due to the more stable structure that would directly offset initial construction costs over a short period of time. In addition, the exterior walls will be more durable, whereas, a wood-stud built structure would deteriorate more quickly and maintenance costs would be more over a period of time. The exterior walls would be more durable as it will basically be maintenance-free for a long period of time and the EPDM roof would last longer than an asphalt shingled roof. Overall, a wood-stud structure with EIFS exterior has a higher maintenance cost.

The decrease in operational costs would allow for a more energy efficient HVAC system with the increased funds. In addition, it would allow the campus to add more square footage under our current electrical rate (WAPA rates, not supplement power rates). Also in connection to a decrease in operational costs, a pre-cast structure would decrease M&R and utility costs on this new building, which allows DSU to spend more dollars on existing residence halls.

Lastly, there will be better acoustics, meaning less sound travel which will result in a better residence life experience. The location will also add to that experience since it will be placed at the heart of the campus, which will tie into the campus better. With it being a pre-cast system, it will last longer.

The increase in funding from Sodexo will allow for a small retail operation within the building. That small reduction in housing space will be offset by the revenue generated from this retail space.

Revised Funding

The following table displays the budget from the original Facility Design Plan and the revised budget that DSU is currently proposing. The revision includes the increase in the total amount and also changes within line items as more detail is known now that when the previous budget was submitted to the BOR in August.

	Original FDP Budget	Revised FDP Budget
Construction Costs	\$ 8,732,000	\$ 9,676,490
CMR Fee	436,600	500,000
CMR Contingency	455,000	500,000
Owner Contingency	363,400	304,490
Professional Fees	545,000	595,000
Green Globes Professional Fee	87,725	87,725
OSE	30,000	31,250
Furniture/Fixtures/Equipment	750,000	650,000
Commissioning	50,000	78,170
Geotech/Survey/Construct Testing	34,950	61,550
Miscellaneous Fees	15,325	15,325
Total Project Cost	\$11,500,000	\$12,500,000

IMPACT AND RECOMMENDATIONS

Approval of DSU's revised Residence Village FDP will assure the campus is able to provide the quality and modern living standards expected by students. Given that the facility revenues are projected to cover the necessary costs, approval of the revised design plan is recommended.

ATTACHMENTS

Attachment I – DSU Residence Village – Request to Amend Facility Design Plan Budget

Dakota State University

Residence Village

Revised Facility Design Plan (FDP)

A. Request to Amend Facility Design Plan Budget

DSU is requesting that the budget in the Facility Design Plan (FDP) for Residence Village that was approved August 2019 be amended by increasing the budget from \$11.5M to \$12.5M. Funding for this increase would come from a \$500,000 increase in the amount bonded (change from \$11.5M to \$12M) and \$500,000 from funds through the contract with Sodexo, DSU's contracted food service provider.

The increase in the project budget would allow the Residence Village project to transition to a steel column and pre-cast construction type. Previously the budget was proposed to be a combination of steel and wood-stud construction (hybrid). After GMP review from the CMR, it was determined that the hybrid was the least cost-effective construction method. Within this review it was also determined the cost differential between all wood and pre-cast building structures was a much smaller gap than previously estimated. The benefits of a pre-cast construction are significant. Some of the benefits of this construction type and improved systems that the additional funding will allow include:

- Longer life building -- Pre-cast is 50-year building vs. 25 year
- Decreased Maintenance costs
 - Less annual repairs due to more stable structure
 - Cost savings would directly offset initial construction costs over short period of time
 - Wood-stud built structure would deteriorate more quickly and maintenance cost would be more over time
 - Exterior walls will be more durable.
 - Wood-stud structure with EIFS exterior has higher maintenance cost
 - Pre-cast would be basically maintenance free for a long period of time
 - EPDM roof will last longer than an asphalt shingled roof
- Decreased operational costs
 - Increased funds allow for more energy efficient HVAC system
 - Allow campus to add more square footage under our current electrical rates (WAPA rates, not supplement power rates)
- Decreased M&R and utility costs on this new building allows DSU to spend more dollars on existing Residence halls
- Better Acoustics -- Less sound travel, better Residence Life experience.
- Location – placed at the heart of campus, this building ideally would be built with a pre-cast system – lasts longer and will look and tie into campus better

The increase in funding from Sodexo will allow for a small retail operation within the building. That small reduction in housing space will be offset by the revenue generated from this retail space.

B. Revised Budget

The following table has the budget within the original Facility Design Plan and the revised budget that DSU is proposing. The revision includes the increase in the total amount and also changes within line items; more is known now than when the previous budget was submitted to the BOR in August.

Description	Budget amount Original FDP	Revised Budget amount FDP
Construction Costs	\$8,732,000	\$9,676,490
CMR Contingency	\$436,600	\$500,000
CMR Fee	\$455,000	\$500,000
Owner Contingency	\$363,400	\$304,490
Professional Fees	\$545,000	\$595,000
Green Globes Professional Fee	\$87,725	\$87,725
OSE Fee	\$30,000	\$31,250
FF&E	\$750,000	\$650,000
Commissioning	\$50,000	\$78,170
Geotechnical, Survey, and Construction Testing	\$34,950	\$61,550
Miscellaneous Fees	\$15,325	\$15,325
Total	\$11,500,000	\$12,500,000

C. Updated Pro Forma

An updated Pro Forma is attached based on the requested new budget of \$12.5 million. The table also shows the original assumptions and the revised assumptions in the updated pro forma.

DSU Total Auxiliary System Summary Pro forma

	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30
SubTotal Operating Revenue	\$4,826,843	\$5,334,134	\$5,560,596	\$5,746,128	\$6,808,994	\$7,050,104	\$7,211,737	\$7,357,186	\$7,505,789	\$7,656,449	\$7,812,375	\$7,969,469	\$8,132,018
SubTotal Other Revenue	\$423,123	\$425,980	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000	\$450,000
SubTotal Investment Income	\$39,836	\$25,635	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Total Revenues	\$5,289,803	\$5,785,749	\$6,030,596	\$6,216,128	\$7,278,994	\$7,520,104	\$7,681,737	\$7,827,186	\$7,975,789	\$8,126,449	\$8,282,375	\$8,439,469	\$8,602,018
Total Expenditures	\$3,371,850	\$3,850,627	\$4,029,165	\$4,045,150	\$4,438,155	\$4,527,205	\$4,617,105	\$4,708,886	\$4,802,715	\$4,898,491	\$4,996,381	\$5,156,285	\$5,258,441
Excess of Revenue over Expenditures (NOI)	\$1,917,953	\$1,935,122	\$2,001,431	\$2,170,978	\$2,840,839	\$2,992,899	\$3,064,632	\$3,118,300	\$3,173,074	\$3,227,959	\$3,285,994	\$3,283,184	\$3,343,577
Total Debt Service	\$1,369,266	\$1,368,566	\$1,364,128	\$1,367,096	\$2,005,076	\$2,002,268	\$2,007,475	\$2,010,447	\$1,806,087	\$1,989,589	\$1,991,953	\$1,641,735	\$1,612,500
Coverage Ratio	1.40	1.41	1.47	1.59	1.42	1.49	1.53	1.55	1.76	1.62	1.65	2.00	2.07
Excess Net Revenue above 1.20		\$292,843	\$364,477	\$530,463	\$434,748	\$590,178	\$655,662	\$705,763	\$1,005,770	\$840,452	\$895,651	\$1,313,102	\$1,408,577
Net Revenue after Debt Service		\$566,556	\$637,303	\$803,882	\$835,763	\$990,631	\$1,057,157	\$1,107,853	\$1,366,987	\$1,238,370	\$1,294,041	\$1,641,449	\$1,731,077
2% M&R Funding		\$513,786	\$578,785	\$642,505	\$756,115	\$826,457	\$1,180,886	\$1,291,047	\$1,382,193	\$1,420,891	\$1,460,952	\$1,502,413	\$1,546,986
M&R Funding		\$62,770	\$58,518	\$161,377	\$79,648	\$164,174	(\$123,728)	(\$183,194)	(\$15,206)	(\$182,522)	(\$166,910)	\$139,036	\$184,091
Total M&R Funding Surplus/(Shortage) FY19 - FY30			\$168,052										

Original Assumptions:

1. 128 beds with a mix of units – 4-bed single suite, 6-bed single apartment
2. 90% occupancy in the new residence hall
3. 2% increase in rates/revenue annually, plus an additional increase of 3% each year for the first 3 years – FY21, FY22 and FY23 (total of 5% increase those years)
4. 2% increase in expenses annually
5. Debt term of 25-years at 3.5%
7. DSU has current bonded debt that will be retired in 2025 and 2028
8. DSU Rising Gift funding to offset staffing expenses in the amount of \$80,000 per year FY21 – FY28
9. Van Eps Place with capacity of 23 beds and 90% occupancy

Revised Assumptions:

1. 122 beds with a mix of units – 4-bed single suite, 6-bed single apartment plus a retail space
2. 90% occupancy in the new residence hall
3. 2% increase in rates/revenue annually, plus an additional increase of 3% each year for the first 3 years – FY21, FY22 and FY23 (total of 5% increase those years)
4. 2% increase in expenses annually
5. Debt term of 25-years based on current market conditions
7. DSU has current bonded debt that will be retired in 2025 and 2028
8. DSU Rising Gift funding to offset staffing expenses in the amount of \$60,000 per year FY21 – FY28
9. Van Eps Place with capacity of 23 beds and 90% occupancy
10. Residence Hall Occupancy in existing halls based on Fall 2019 occupancy.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 3 – G

DATE: December 11-12, 2019

SUBJECT

BOR 2019 Series Housing and Auxiliary Facilities System Revenue Bonds

CONTROLLING STATUTE, RULE, OR POLICY

[13-51A](#) – Board of Regents Revenue Bonds

[13-51A-4](#) – Borrowing power of the board.

[13-51A-13](#) – Power to issue bonds.

BACKGROUND/DISCUSSION

Project Summary

This item relates to the issuance of (i) Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the “*Series 2019A Bonds*”) to (a) construct a new residence hall (the “*DSU Project*”) for Dakota State University (“*DSU*”) (\$12,000,000 Series 2019A Bond Proceeds) and (b) pay interest on the Series 2019A Bonds relating to the DSU Project through April 1, 2021 (\$624,534 Series 2019A Bond Proceeds); and (ii) Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (the “*Series 2019B Bonds*” and together with the Series 2019A Bonds, the “*Bonds*”) to refinance a portion of the outstanding Series 2011 Bonds (defined below) for the Institutional System for Northern State University (“*NSU*”) (\$4,585,000 Par Amount). A brief summary of each component follows:

DSU Project/Residence Hall – The \$12.0M in Series 2019A Bond proceeds will be used to construct a new approximate 128-unit apartment and suite style residence hall, including furnishings and equipment relating thereto. The \$624,534 in Series 2019A Bond proceeds will be used to pay interest on the Series 2019A Bonds relating to the DSU Project through April 1, 2021. The Series 2019A Bonds will be serviced with rent revenues and operating income from the new facility, and additional revenues as more fully described in the Fourteenth Supplemental Bond Resolution (defined below).

NSU Refinancing – The refinancing of \$4,585,000 of outstanding bonds is estimated to provide total net present value savings of \$309,707 or total savings of

(Continued)

DRAFT MOTION 20191211_3-G:

I move to approve the Action Items 1, 2, 3, 4 and 5 set forth in the body of this Board item. (Each action should be approved on separate motion and seconded, and a roll call vote on each should be taken and recorded.)

\$393,344 over the next 17 years. The savings will be used to reduce annual debt payment over that period.

Bond Rating

The Bonds have been assigned a rating of “Aa3” by Moody’s. The Bonds have not yet been assigned a rating by Moody’s. The rating will be available Thursday, December 5, 2019.

Underwriter and Bond Counsel

Piper Jaffray & Co. is the underwriter for the Bonds. Chapman and Cutler LLP serves as bond counsel for revenue bonds.

Bond counsel and counsel to the underwriter have prepared the appropriate resolutions and documents to proceed with the next phases of the financing.

Board Action

The Board is requested to authorize the financing of (i) the costs of the DSU Project; (ii) the costs of interest on the Series 2019A Bonds relating to the DSU Project through April 1, 2021; (iii) the costs of advance refunding a portion of the Board’s outstanding Housing and Auxiliary Facilities System Revenue Bonds, Series 2011 (the “*Series 2011 Bonds*” and the NSU portion of such bonds to be refunded, the “*Refunded Bonds*”) on April 1, 2021 (the redemption date of the Refunded Bonds); and (iv) the costs of issuance of the Bonds, through the issuance of the referenced Bonds.

Bond counsel for the Bonds has prepared appropriate resolutions and documents to proceed with the next phases of the financing. The five action items needing approval by the Board include the following resolutions:

Action 1

1. Authorizing the issuance of additional series of Bonds under the Amended and Restated Bond Resolution adopted by the Board on October 21, 2004 (the “*Original Resolution*”) to finance:
 - (i) the DSU Project;
 - (ii) capitalized interest on the Series 2019A Bonds relating to the DSU Project through April 1, 2021;
 - (iii) the refunding of a portion of the Refunded Bonds, but only if (a) the net present value of the savings from the portion of the Series 2019B Bonds attributable to the refunding shall be at least \$100,000 and (b) the aggregate debt service on the portion of the Series 2019B Bonds attributable to the

refunding does not exceed the aggregate debt service on the Refunded Bonds; and

(iv) costs of issuance of the Bonds;

(Attachment I—Fourteenth Supplemental System Revenue Bond Resolution (the “*Fourteenth Supplemental Bond Resolution*”));

Action 2

2. Approving the contract with the underwriter, Piper Jaffray & Co., who will market the Bonds for the Board; provided, however, that (i) the aggregate principal amount of Series 2019A Bonds sold pursuant thereto shall not exceed \$12,000,000, shall mature not later than April 1, 2044, shall bear interest at a true interest cost not exceeding 3.5%, and shall be sold at an underwriter’s discount of not more than .5% of the principal amount of the Series 2019A Bonds and (ii) the aggregate principal amount of Series 2019B Bonds sold pursuant thereto shall not exceed \$4,600,000, shall mature not later than April 1, 2036, shall bear interest at a true interest cost not exceeding 3.5%, and shall be sold at an underwriter’s discount of not more than .5% of the principal amount of the Series 2019B Bonds (Attachment II—Bond Purchase Agreement);

Action 3

3. Approving an escrow agreement with First Bank & Trust, Brookings, South Dakota, the Bond Registrar for the Refunded Bonds, to provide for the refunding of the Refunded Bonds (Attachment III—Escrow Agreement);

Action 4

4. Ratifying the distribution of the preliminary official statement and approving the distribution of the official statement to reflect the actual terms of the transaction once they are determined and the Bonds are ready for sale (Attachment IV—draft Preliminary Official Statement);

Action 5

5. Authorizing the President of the Board, the President of Dakota State University, the President of Northern State University, the Executive Director of the Board and other Board officials to perform those acts and to execute those documents necessary to complete the Bond issue and the refunding of the Refunded Bonds, and the execution and delivery of the Fourteenth Supplemental Bond Resolution, the Bond Purchase Agreement and the Escrow Agreement; and

6. Making the certifications required prior to the issuance of additional Bonds under Section 14(K) of the Original Resolution based on the Actual Net Revenues of the System for each of the two most recent Fiscal Years and the Projected Net Revenues of the System for each of the specified three Fiscal Years (Attachment V).

Except for the distribution of the preliminary official statement, the documents approved under this action will not be completed and executed until the Bonds are issued; *provided* that the Bond Purchase Agreement and the official statement will not be completed and executed until the Bonds are sold to the underwriter.

The contents of the documents referenced in the first four items are as follows:

The first document referenced in the resolution is the Fourteenth Supplemental Bond Resolution, under which the Bonds are to be issued. The Fourteenth Supplemental Bond Resolution supplements the Original Resolution, as supplemented and amended to date, and describes the terms of the Bonds as additional parity bonds under the Original Resolution, and outlines the conditions under which the Bonds may be redeemed, describes the disposition that will be made of the Bond proceeds, stipulates that the Bonds will not constitute a debt chargeable to the general revenues of the State, and, when adopted, authorizes the sale of the Bonds.

The second document referenced in the resolution is the Bond Purchase Agreement between the Board and the underwriter. This document reiterates the various assurances that the Board must give in order to establish that the issuance of the Bonds is within its legal authority and is otherwise consistent with State law; that the issuance has been effected in the manner required by law; that the statements made on the Board's behalf in the various documents prepared in furtherance of the transaction are accurate; that no proceedings are underway, by referendum, court action or otherwise, to impede the completion of the Bond issue; that the Board will cooperate with the underwriter as needed to complete the sale of the Bonds; that the Board operates the properties of the System consistently with governing law, and that the Board will notify the underwriter of any changed circumstances or new information that would affect the accuracy of the documents or the marketability of the Bonds. The document also provides for termination of the agreement, identifies additional certifications and opinions of counsel required to complete the transaction, provides for mutual covenants and stipulates that Board members will not be liable to the underwriter.

The third document referenced in the resolution is the Escrow Agreement between the Board and the escrow agent. This document authorizes the initial deposit of certain Series 2019B Bond proceeds in trust with the escrow agent into an escrow fund, directs the investment of the moneys in the escrow fund, and directs the payment of the principal of and interest on the Refunded Bonds from the escrow fund when due and on the redemption date.

The fourth document referenced is the Preliminary Official Statement, which is provided to prospective purchasers in order to assist them in determining whether the Bonds are a sound investment. The Preliminary Official Statement describes the Bonds to be issued, the manner of their purchase, transfer and redemption, the expected use of Bond proceeds, the source of funds for their repayment, the various financial, demographic and programmatic factors that provide assurance that there will be sufficient System revenues to retire the Bonds, the Bond rating and their federal tax treatment and the continuing disclosure obligations of the Board with respect to the Bonds. The Official Statement will be prepared in final form once the amount, interest rate and the date of sale are determined.

The Fourteenth Supplemental Bond Resolution and the Escrow Agreement were prepared by bond counsel. The Preliminary Official Statement and the Bond Purchase Agreement were prepared by counsel to the underwriter.

IMPACT AND RECOMMENDATIONS

Approval of the bonds will allow DSU to move forward with their new dorm and will provide savings to NSU on the 2011 Series bonds and eliminate the private use concern on their student union.

ATTACHMENTS

The attachments are provided as links. Hard copies are available upon request.

Attachment I – Thirteenth Supplemental Bond Resolution

Attachment II – Bond Purchase Agreement

Attachment III – Escrow Agreement

Attachment IV – Preliminary Official Statement

Attachment V – Projected Net Revenues for the System

SOUTH DAKOTA BOARD OF REGENTS

A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BONDS BY THE SOUTH DAKOTA BOARD OF REGENTS; PRESCRIBING ALL THE DETAILS OF SAID BONDS, AND SUPPLEMENTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BONDS APPROVED OCTOBER 21, 2004, AS SUPPLEMENTED AND AMENDED BY RESOLUTIONS ADOPTED BY THE BOARD ON DECEMBER 6, 2005, AS AMENDED, NOVEMBER 22, 2006, AS AMENDED, DECEMBER 13, 2007, AS AMENDED, MARCH 28, 2008, AS AMENDED, OCTOBER 22, 2008, AS AMENDED, MAY 21, 2009, AS AMENDED, OCTOBER 12, 2011, AS AMENDED, DECEMBER 12, 2012, DECEMBER 4, 2013, AS AMENDED, AUGUST 14, 2014, DECEMBER 2, 2015, DECEMBER 7, 2016 AND DECEMBER 6, 2017.

FOURTEENTH SUPPLEMENTAL SYSTEM REVENUE
BOND RESOLUTION APPROVED DECEMBER 11, 2019

Re: Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A, and
Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds,
Series 2019B

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A RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BONDS BY THE SOUTH DAKOTA BOARD OF REGENTS; PRESCRIBING ALL THE DETAILS OF SAID BONDS, AND SUPPLEMENTING THE RESOLUTION AUTHORIZING THE ISSUANCE OF HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BONDS APPROVED OCTOBER 21, 2004, AS SUPPLEMENTED AND AMENDED BY RESOLUTIONS ADOPTED BY THE BOARD ON DECEMBER 6, 2005, AS AMENDED, NOVEMBER 22, 2006, AS AMENDED, DECEMBER 13, 2007, AS AMENDED, MARCH 28, 2008, AS AMENDED, OCTOBER 22, 2008, AS AMENDED, MAY 21, 2009, AS AMENDED, OCTOBER 12, 2011, AS AMENDED, DECEMBER 12, 2012, DECEMBER 4, 2013, AS AMENDED, AUGUST 14, 2014, DECEMBER 2, 2015, DECEMBER 7, 2016 AND DECEMBER 6, 2017.

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WHEREAS, under the terms and provisions of South Dakota Codified Laws, Chapter 13-49, the Board of Regents (the “*Board*”) was created to, among other matters, control and have jurisdiction of six state-supported universities, including Black Hills State University (“*BHSU*”), Dakota State University (“*DSU*”), Northern State University (“*NSU*”), South Dakota School of Mines and Technology (“*SDSMT*”), South Dakota State University (“*SDSU*”) and the University of South Dakota (“*USD*”) (collectively, the “*Institutions*” and each, an “*Institution*”); and

WHEREAS, under the terms and provisions of South Dakota Codified Laws, Chapter 13-51A (the “*Act*”), the Board is authorized to issue bonds to acquire any one project, or more than one, or any combination thereof, for each Institution under its jurisdiction and to refund bonds heretofore issued; and

WHEREAS, the Board on October 21, 2004, did duly adopt a resolution (herein called the “*Original Resolution*”) amending and restating previous resolutions relating to the Series 2003 SDSMT Bonds, the Series 2003 USD Bonds, the Series 2004 BHSU Bonds and the Series 2004 SDSU Bonds (all as defined in the Original Resolution) and authorizing the issuance of \$12,965,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2004A (the “*Series 2004A Bonds*”), and establishing a combined system of housing and auxiliary facilities (the “*System*”) pursuant to which each Institution continues to operate its existing system (collectively, the “*Institutional Systems*” and each, an “*Institutional System*”) but the revenues of which are subject to being used by the Board to avoid a potential default on each series of bonds issued by the Board on behalf of any Institution in the System pursuant to the Original Resolution (as more specifically defined in the Original Resolution, the “*Bonds*”); and

WHEREAS, the Board on December 6, 2005 did authorize the issuance and delivery of its \$14,810,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2005A (the “*Series 2005A Bonds*”) and the \$1,000,000 aggregate principal

amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2005B (Taxable) (the “*Series 2005B Bonds*” and with the Series 2005A Bonds, the “*Series 2005 Bonds*”) pursuant to the Original Resolution, as supplemented by a First Supplemental System Revenue Bond Resolution (as amended on June 10, 2015, the “*First Supplemental Resolution*”), which Series 2005 Bonds were issued for projects for USD and SDSU; and

WHEREAS, the Board on November 22, 2006 did authorize the issuance and delivery of its \$9,015,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2006 (the “*Series 2006 Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Second Supplemental System Revenue Bond Resolution (as amended on July 19, 2011, the “*Second Supplemental Resolution*”), which Series 2006 Bonds were issued for projects for SDSU and BHSU; and

WHEREAS, the Board on December 13, 2007 did authorize the issuance and delivery of its \$8,540,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2007 (the “*Series 2007 Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Third Supplemental System Revenue Bond Resolution (as amended on July 19, 2011, the “*Third Supplemental Resolution*”), which Series 2007 Bonds were issued for projects for BHSU and DSU; and

WHEREAS, the Board on March 28, 2008 did authorize the issuance and delivery of its \$4,770,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2008A (the “*Series 2008A Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Fourth Supplemental System Revenue Bond Resolution (as amended on July 19, 2011, the “*Fourth Supplemental Resolution*”), which Series 2008A Bonds were issued for projects for DSU; and

WHEREAS, the Board on October 22, 2008 did authorize the issuance and delivery of its \$5,230,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2008B (the “*Series 2008B Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Fifth Supplemental System Revenue Bond Resolution (as amended on July 19, 2011, the “*Fifth Supplemental Resolution*”), which Series 2008B Bonds were issued for projects for SDSMT and NSU; and

WHEREAS, the Board on May 21, 2009 did authorize the issuance and delivery of its \$90,325,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2009 (Build America Program - Taxable) (the “*Series 2009 Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Sixth Supplemental System Revenue Bond Resolution, as amended on June 10, 2015 (the “*Sixth Supplemental Resolution*”), which Series 2009 Bonds were issued for projects for NSU, SDSMT, SDSU and USD; and

WHEREAS, the Board on October 12, 2011 did authorize the issuance and delivery of its \$63,480,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2011 (the “*Series 2011 Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Seventh Supplemental System Revenue Bond

Resolution (as amended on June 10, 2015, the “*Seventh Supplemental Resolution*”), which Series 2011 Bonds were issued for projects for NSU and SDSU; and

WHEREAS, the Board on December 12, 2012 did authorize the issuance and delivery of its \$11,990,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2013A (the “*Series 2013A Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by an Eighth Supplemental System Revenue Bond Resolution (the “*Eighth Supplemental Resolution*”), which Series 2013A Bonds were issued for projects for USD and the refunding of the Series 2003 USD Bonds; and

WHEREAS, the Board on November 7, 2013 did adopt a Ninth Supplemental System Revenue Bond Resolution, which was amended and restated in its entirety on December 4, 2013 and further amended on June 10, 2015, pursuant to which the Board did authorize the issuance and delivery of its \$39,905,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2014A (the “*Series 2014A Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by an Amended and Restated Ninth Supplemental System Revenue Bond Resolution, as amended (the “*Ninth Supplemental Resolution*”), which Series 2014A Bonds were issued for projects for SDSU, BHSU and SDSMT and the refunding of certain of the outstanding Series 2004 SDSU Bonds and all of the outstanding Series 2004 BHSU Bonds; and

WHEREAS, the Board on August 14, 2014 did authorize the issuance and delivery of its \$13,760,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2014B (the “*Series 2014B Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Tenth Supplemental System Revenue Bond Resolution (the “*Tenth Supplemental Resolution*”), which Series 2014B Bonds were issued for projects for SDSMT and the refunding of certain of the outstanding Series 2003 SDSMT Bonds and Series 2004A Bonds, and paying the cost of certain expenses relating to the issuance of the Series 2014B Bonds; and

WHEREAS, the Board on December 2, 2015 did authorize the issuance and delivery of its \$22,525,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2015 (the “*Series 2015 Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by an Eleventh Supplemental System Revenue Bond Resolution (the “*Eleventh Supplemental Resolution*”), which Series 2015 Bonds were issued for projects for DSU and USD, and the refunding of certain of the outstanding Series 2005A Bonds, and paying the cost of certain expenses relating to the issuance of the Series 2015 Bonds; and

WHEREAS, the Board on December 7, 2016 did authorize the issuance and delivery of its \$19,625,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2016 (the “*Series 2016 Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Twelfth Supplemental System Revenue Bond Resolution (the “*Twelfth Supplemental Resolution*”), which Series 2016 Bonds were issued for projects for NSU and SDSU, and paying the cost of certain expenses relating to the issuance of the Series 2016 Bonds; and

WHEREAS, the Board on December 6, 2017 did authorize the issuance and delivery of its \$88,260,000 aggregate principal amount of Housing and Auxiliary Facilities System Revenue Bonds, Series 2017 (the “*Series 2017 Bonds*”) pursuant to the Original Resolution, as supplemented, and as further supplemented by a Thirteenth Supplemental System Revenue Bond Resolution (the “*Thirteenth Supplemental Resolution*”), which Series 2017 Bonds were issued for projects for SDSMT and SDSU, refunding certain of the outstanding Series 2009 Bonds, and paying the cost of certain expenses relating to the issuance of the Series 2017 Bonds; and

WHEREAS, the Board, upon due consideration and investigation, does now find and determine that it is advisable and necessary to authorize (a) for the use and benefit of DSU and its student body to pay the costs of constructing a new residence hall for the DSU Institutional System (as more particularly described in *Exhibit A-1*, the “*Series 2019 DSU Project*”); (b) if determined by the Executive Director to be financially advantageous, for the use and benefit of NSU and its student body, to pay the costs of refunding the NSU portion of the outstanding Series 2011 Bonds (as further described in the hereinafter defined Escrow Agreement, the “*Refunded Series 2011 Bonds*”) and redeeming such Bonds on April 1, 2021 (the “*Redemption Date*”); (c) to pay the interest on those Series 2019A Bonds (defined below) relating to the Series 2019 DSU Project for the period set forth in *Exhibit C*; and (d) to pay certain expenses relating to the issuance of the Series 2019 Bonds (defined below), pursuant to the Original Resolution; and

WHEREAS, in order to accomplish the purposes hereinabove referred to, it is advantageous to the Board and necessary that the Board borrow money and issue and sell Bonds under the provisions of the Act and the Original Resolution; and

WHEREAS, the Board now desires to create and to authorize the issue and delivery of an additional issues of Bonds under and in accordance with the Original Resolution, as supplemented by this Fourteenth Supplemental System Revenue Bond Resolution (this “*Fourteenth Supplemental Resolution*”) thereto, which additional Bonds shall be known as (a) “Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A” (the “*Series 2019A Bonds*”), which shall be issued for the purpose of financing the Series 2019 DSU Project (including the interest on those Series 2019A Bonds relating to the Series 2019 DSU Project for the period set forth in *Exhibit C*) and paying the cost of certain expenses relating to the issuance of the Series 2019A Bonds, and (b) “Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B” (the “*Series 2019B Bonds*” and together with the Series 2019A Bonds, the “*Series 2019 Bonds*”), which shall be issued for the purpose of paying a portion of the cost of refunding the Refunded Series 2011 Bonds, and paying the cost of certain expenses relating to the issuance of the Series 2019B Bonds:

NOW, THEREFORE, Be It and It Is Hereby Resolved by the South Dakota Board of Regents, as follows:

ARTICLE I

DEFINITIONS; PLEDGE OF REVENUES

Section 1.1. Defined Terms. (a) Terms used in this Fourteenth Supplemental Resolution and not defined herein shall have the same meanings set forth in the Original Resolution, except that the following definition in the Original Resolution is hereby amended to read as follows:

“Existing Facilities” means, for each Institution, the facilities (including equipment) of such Institution described in *Exhibit A-2*, together with all improvements, repairs, extensions or replacements, hereafter constructed or acquired that have not been converted to non-income use or abandoned for non-economic feasibility, as determined by resolution of the Board and filed with the Executive Director.

(b) For purposes of this Fourteenth Supplemental Resolution, in addition to the terms defined in the WHEREAS Clauses, the following terms shall have the following meanings:

“Bond Registrar” for the Series 2019 Bonds means First Bank & Trust, Brookings, South Dakota, and its successors and assigns.

“Escrow Agent” means First Bank & Trust, Brookings, South Dakota, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement between the Board and the Escrow Agent with respect to the Refunded Series 2011 Bonds.

“Escrow Fund” means the fund of that name established in Section 3.1(a)(iv) of this Fourteenth Supplemental Resolution.

“Favorable Opinion of Bond Counsel” means, with respect to any action the occurrence of which requires such an opinion, a written opinion of legal counsel acceptable to the Board, having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal obligations, to the effect that such actions will not adversely affect the exclusion of interest on the Series 2019A Bonds from federal gross income for purposes of the Code.

“Permitted Investments” for the proceeds of the Series 2019 Bonds are any investments permitted by law.

“Record Date” means the fifteenth day of the calendar month preceding the calendar month in which an interest payment date occurs.

“Refunded Series 2011 Bonds” means the NSU portion of the Series 2011 Bonds maturing on and after April 1, 2022, which will be redeemed on April 1, 2021, the Redemption Date.

“Series 2019 DSU Bond and Interest Subaccount” means the subaccount of that name established in Section 3.1(a)(i)(A) of this Fourteenth Supplemental Resolution.

“*Series 2019 DSU Capitalized Interest Subaccount*” means the subaccount of that name of the Series 2019 DSU Project Construction Fund created in Section 3.1(a)(iii) of this Fourteenth Supplemental Resolution.

“*Series 2019 DSU Project*” is described in *Exhibit A-1*.

“*Series 2019 DSU Project Construction Fund*” means the fund of that name established in Section 3.1(a)(iii) of this Fourteenth Supplemental Resolution.

“*Series 2019 Expense Fund*” means the fund of that name established in Section 3.1(a)(ii) of this Fourteenth Supplemental Resolution into which a part of the proceeds of the Series 2019 Bonds will be deposited and which will be used for the purpose of paying the costs of issuance of the Series 2019 Bonds.

“*Series 2019 NSU Bond and Interest Subaccount*” means the subaccount of that name established in Section 3.1(a)(i)(B) of this Fourteenth Supplemental Resolution.

Section 1.2. Pledge of Revenues. The pledge of revenues and income contained in Section 10 of the Original Resolution is hereby ratified and confirmed. The Series 2019 Bonds are payable from and secured by a pledge of and lien on the following sources in the following order of priority:

SERIES 2019A BONDS:

- (a) the Net Revenues of the DSU Institutional System;
- (b) uncommitted funds of the Repair and Replacement Reserve Account of DSU;
- (c) Net Revenues of the other Institutions, but only after provision for payment of interest due on the next interest payment date and one-half of the principal due on the Bonds issued on behalf of such Institutions within the succeeding 12 months;
- (d) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions, in an amount and from such Institutions as determined by the Executive Director; and
- (e) such other funds which may be pledged or used as authorized by the Act;

SERIES 2019B BONDS:

- (a) the Net Revenues of the NSU Institutional System;
- (b) uncommitted funds of the Repair and Replacement Reserve Account of NSU;

(c) Net Revenues of the other Institutions, but only after provision for payment of interest due on the next interest payment date and one-half of the principal due on the Bonds issued on behalf of such Institutions within the succeeding 12 months;

(d) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions, in an amount and from such Institutions as determined by the Executive Director; and

(e) such other funds which may be pledged or used as authorized by the Act;

together with the outstanding Series 2006 Bonds, Series 2007 Bonds, Series 2008A Bonds, Series 2008B Bonds, Series 2011 Bonds (but only the SDSU portion of the Series 2011 Bonds, the NSU portion of the Series 2011 Bonds outstanding through the Redemption Date and excluding the Refunded Series 2011 Bonds), Series 2013A Bonds, Series 2014A Bonds, Series 2014B Bonds, Series 2015 Bonds, Series 2016 Bonds and Series 2017 Bonds (collectively, the “*Prior Parity Bonds*”), and any Parity Bonds issued in the future which are secured on a parity with the Series 2019 Bonds.

The Series 2019 Bonds are not secured by a Debt Service Reserve Subaccount.

ARTICLE II

SERIES 2019 BONDS AND THE ISSUANCE THEREOF

Section 2.1. Authorization of Series 2019 Bonds. (a) For the purpose of paying (i) the costs of the Series 2019 DSU Project; (ii) interest on those Series 2019A Bonds relating to the Series 2019 DSU Project for the period set forth in *Exhibit C*; and (iii) the expenses incurred in connection with the issuance of the Series 2019A Bonds, there is hereby created an issue of Bonds of the Board in an aggregate principal amount not exceeding \$11,800,000, as provided by the Act and the proceedings of the Board adopted on December 11, 2019.

(b) For the purpose of paying (i) the costs of refunding the Refunded Series 2011 Bonds; and (ii) the expenses incurred in connection with the issuance of the Series 2019B Bonds, there is hereby authorized to be created an issue of Bonds of the Board in an aggregate principal amount not exceeding \$4,900,000, as provided by the Act and the proceedings of the Board adopted on December 11, 2019.

Section 2.2. Findings of the Board. Pursuant to Section 14(K) of the Original Resolution, the Board hereby makes the following determinations:

(a) The Series 2019 DSU Project shall be a part of the System and the revenues derived from the operation of the Series 2019 DSU Project are pledged as additional security for the payment of all Bonds outstanding and the Series 2019 Bonds.

(b) The Board is current in all transfers and deposits to be made under the terms of the Bond Resolution.

(c) The Board is in full compliance with all of the covenants and undertakings in connection with all Bonds currently outstanding and payable from the Net Revenues of the System or any part of it, and no event of default has occurred or is continuing under the Bond Resolution.

(d) (i) *Historic Test.* As shown on *Schedule I* attached hereto, Actual Net Revenues of the System for each of the two most recent Fiscal Years equal at least 120% of Annual Debt Service on all Outstanding Bonds, there being no outstanding additional obligations issued on a parity with the Bonds; and

(ii) *Projected Test.* As shown on *Schedule I* attached hereto, Projected Net Revenues of the System for each of the three full Fiscal Years immediately succeeding the end of the capitalized interest period are equal to at least 120% of Annual Debt Service on all Outstanding Bonds, plus the Series 2019 Bonds, there being no additional obligations. The Annual Debt Service for the Refunded Series 2011 Bonds has been eliminated from this calculation. The Projected Net Revenues from the Series 2019 DSU Project are included in this calculation.

(e) (i) Upon the issuance of the Series 2019A Bonds, the amount of each semiannual deposit into the Bond and Interest Sinking Fund Account of DSU is hereby modified, so that such deposit shall now include a sum equal to the interest which will be payable by DSU on the Series 2019A Bonds as shown in *Exhibit C* on the next succeeding interest payment date (after taking into account capitalized interest, if any) and one-half of the principal maturing as shown in *Exhibit C*, within the next succeeding twelve-month period.

(ii) Upon the issuance of the Series 2019B Bonds, the amount of each semiannual deposit into the Bond and Interest Sinking Fund Account of NSU is hereby modified, after taking into account the savings allocated to NSU from the refunding of the Refunded Series 2011 Bonds, so that such deposit shall now include a sum equal to the interest which will be payable by NSU on the Series 2019B Bonds as shown in *Exhibit C* on the next succeeding interest payment date and one-half of the principal maturing as shown in *Exhibit C*, within the next succeeding twelve-month period.

(f) The Series 2019 Bonds shall not be secured by a Debt Service Reserve Subaccount.

(g) The minimum amount to be accumulated in the Renewal and Replacement Reserve Account of DSU with respect to the Series 2019 DSU Project shall be an amount equal to the existing RRR Requirement for DSU and at least an additional five percent of the cost of purchasing the Series 2019 DSU Project plus the cost of any furnishings and moveable equipment for the Series 2019 DSU Project which is financed with the proceeds of the Series 2019A Bonds.

Section 2.3. Terms of the Series 2019 Bonds. (a) If issued, the Series 2019 Bonds shall be issued as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof (but no single Series 2019 Bond of a series shall represent installments of principal maturing on

more than one date), and shall be numbered 1 and upward, separately for each series. The Series 2019 Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid, or duly provided for, until the principal amount of the Series 2019 Bonds is paid, or such earlier date or dates as provided in the forms of Series 2019 Bonds set forth in *Exhibit B*, such interest (computed upon the basis of a 360 day year of twelve 30-day months) payable semiannually on the first days of April and October in each year until paid, commencing on April 1, 2020, and shall mature on April 1 of each of the years, in the amounts, bear interest per annum and be subject to optional and mandatory redemption, all as provided in *Exhibit C*. The aggregate principal amount of the Series 2019 Bonds shall be as set forth in *Exhibit C*.

All redemptions shall be made in the manner, upon the notice, and with the effect provided in *Exhibit C* and in the form of Series 2019 Bond set forth in *Exhibit B*.

Interest on each Series 2019 Bond shall be paid by check or draft of the Bond Registrar, in lawful money of the United States of America, to the person in whose name such Series 2019 Bond is registered at the close of business on the Record Date; *provided, however*, that interest on the Series 2019 Bonds held by a registered owner of at least \$100,000 in aggregate principal amount of the Series 2019 Bonds may also be paid by wire transfer of immediately available funds to any bank in the continental United States as such registered owner shall specify in a written request to the Bond Registrar. The principal of the Series 2019 Bonds shall be payable when due upon presentation and surrender thereof in lawful money of the United States of America at the principal corporate trust office of the Bond Registrar.

Section 2.4. Execution and Authentication of Series 2019 Bonds. The Series 2019 Bonds shall be signed by the facsimile signatures of the President and Executive Director of the Board and the seal of the Board or a facsimile thereof shall be impressed or imprinted thereon and in case any officer whose signature shall appear on any Series 2019 Bond shall cease to be such officer before the delivery of such Series 2019 Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Series 2019 Bonds shall have thereon a certificate of authentication substantially in the form set forth in *Exhibit B* hereto duly executed by the Bond Registrar as authenticating agent of the Board and showing the date of authentication. No Series 2019 Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Series 2019 Bond shall be conclusive evidence that such Series 2019 Bond has been authenticated and delivered under the Bond Resolution. The certificate of authentication on any Series 2019 Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Series 2019 Bonds issued hereunder.

Section 2.5. Form of Series 2019 Bonds. The Series 2019 Bonds shall be prepared in substantially the forms attached hereto as *Exhibit B*.

ARTICLE III

PROCEEDS OF THE SERIES 2019 BONDS

Section 3.1. Creation of Funds and Accounts; Application of Series 2019 Bond Proceeds. (a) There are hereby created and designated the following funds, accounts and subaccounts:

(i) a separate subaccount of the Bond and Interest Sinking Fund Account of each of the following Institutional Systems: (A) for DSU's Institutional System, the "*Series 2019 DSU Bond and Interest Subaccount*"; and (B) for NSU's Institutional System, the "*Series 2019 NSU Bond and Interest Subaccount*";

(ii) a separate Expense Fund under the Bond Resolution, designated the "*Series 2019 Expense Fund*", which fund may contain subaccounts for each of the Series 2019A and Series 2019B Bonds if deemed necessary by the Executive Director of the Board and the Bond Registrar;

(iii) a separate Project Construction Fund under the Bond Resolution, designated the "*Series 2019 DSU Project Construction Fund*" and a subaccount of the Series 2019 DSU Project Construction Fund designated as the "*Series 2019 DSU Capitalized Interest Subaccount*"; and

(iv) a separate trust fund with the Escrow Agent designated the "*Escrow Fund*."

(b) All deposits to the funds and accounts described in clauses (a)(i), (a)(ii) and (a)(iii) shall be made with the Depository.

(c) The proceeds of the Series 2019 Bonds shall be deposited in the amounts set forth in *Exhibit C*, as follows:

(i) the amount necessary to pay the interest on the Refunded Series 2011 Bonds until the Redemption Date, and the principal of and interest on the Refunded Series 2011 Bonds on the Redemption Date, to the Escrow Fund;

(ii) the amount necessary to finance the Series 2019 DSU Project, to the Series 2019 DSU Project Construction Fund, with the amount equal to the interest on those Series 2019A Bonds relating to the Series 2019 DSU Project for the period set forth in *Exhibit C*, to the Series 2019 DSU Capitalized Interest Subaccount; and

(iii) the remaining proceeds of the Series 2019 Bonds, to the Series 2019 Expense Fund.

(d) Amounts in the Series 2019 Expense Fund shall be used to pay the expenses of the issuance of the Series 2019 Bonds not paid on the date of the delivery of the Series 2019 Bonds. Any excess after payment of such expenses shall be deposited by the Executive Director in the

Series 2019 DSU Project Construction Fund, or as otherwise determined by the Executive Director.

Section 3.2. Escrow Fund. The Escrow Fund will be sufficient to provide for the payment of the principal of and interest on the outstanding Refunded Series 2011 Bonds to their Redemption Date. The Escrow Fund shall be applied as set forth in the Escrow Agreement. The Executive Director of the Board is hereby authorized, empowered and directed to execute and deliver the Escrow Agreement in substantially the same form as approved by the Board, or with such changes therein as the Executive Director shall approve, the execution thereof by the Executive Director to constitute conclusive evidence of the approval by the Executive Director of such changes. When the Escrow Agreement is executed and delivered on behalf of the Board as herein provided, the Escrow Agreement will be binding on the Board and the officers, employees and agents of the Board, and the officers, employees and agents of the Board are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed.

Section 3.3. Series 2019 DSU Project Construction Fund. Except as otherwise provided in the Bond Resolution, all moneys held in the Series 2019 DSU Project Construction Fund shall be used or held for use solely for the payment of the cost of the Series 2019 DSU Project and for capitalized interest for the period set forth in *Exhibit C*. The moneys in the Series 2019 DSU Project Construction Fund and the Series 2019 DSU Capitalized Interest Subaccount that are not needed for expenditures therefrom may be invested and reinvested in any Permitted Investments, having a maturity date, or becoming due at the option of the holder, not more than three years subsequent to the date of investment or the completion of the Series 2019 DSU Project, whichever is sooner, having due regard to the estimates of DSU as to the times such moneys will be needed. Interest on, or any profit or loss realized, from such investments prior to the completion of the Series 2019 DSU Project shall be deposited in or charged to the Series 2019 DSU Project Construction Fund.

The description of the Series 2019 DSU Project set forth herein (the “*Series 2019 DSU Project Description*”) may be supplemented or amended at any time by the Board, without the consent of any Series 2019A Bondholder as long as the facilities to be added to the Series 2019 DSU Project Description are authorized by the Act and upon receipt of a Favorable Opinion of Bond Counsel with respect to such supplement or amendment. Prior to the application of money in the Series 2019 DSU Project Construction Fund for the cost of facilities to be included in the amended Series 2019 DSU Project Description and if the facilities to be so included are not already a part of the DSU Institutional System, the Board shall adopt a resolution which describes such new facilities in sufficient detail to allow such facilities to be included in the DSU Institutional System and which includes such facilities in the DSU Institutional System. The Board shall also adopt a resolution which amends the Series 2019 DSU Project Description; *provided that*, if the Board has previously delegated authority to make expenditures consistent with such changes to the Series 2019 DSU Project Description, such delegation shall control.

If, upon the completion of the Series 2019 DSU Project, such proceeds received from the sale of the Series 2019A Bonds deposited in the Series 2019 DSU Project Construction Fund or

transferred therein from the Series 2019 Expense Fund, and the investment income thereon and on the Series 2019 DSU Capitalized Interest Subaccount, shall exceed the cost of the Series 2019 DSU Project, any surplus shall be (i) paid into the Series 2019 DSU Bond and Interest Subaccount of the Bond and Interest Sinking Fund Account of DSU and shall be used for the next interest payment on the Series 2019A Bonds or (ii) used for any purpose upon delivery of a Favorable Opinion of Bond Counsel.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Non-Arbitrage; Tax Law Compliance. The Board further covenants that it will not make any investment or do any other act or thing during the period that any Series 2019A Bonds are outstanding which would cause the Series 2019A Bonds to become or be classified as “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations thereunder now or hereafter proposed or published in the Federal Register or as promulgated in final form.

The Board also agrees and covenants with the purchasers and holders of the Series 2019A Bonds from time to time outstanding that, to the extent possible under South Dakota law, it will comply with whatever federal tax law is adopted in the future which applies to the Series 2019A Bonds and affects the exclusion of interest on the Series 2019A Bonds from federal gross income of the owners thereof.

The Board agrees to comply with all provisions of the Code, which if not complied with by the Board, would cause the interest on the Series 2019A Bonds not to be excludable from gross income of the owners thereof for federal income tax purposes. Without limiting the generality of the foregoing agreement, the Board agrees: (a) through its officers, to make such further specific covenants, representations and assurances as may be necessary or advisable; (b) to comply with all representations, covenants and assurances contained in the Tax Exemption Certificate and Agreement to be prepared by counsel approving the Series 2019A Bonds; (c) to consult with such counsel and to comply with such advice as may be given; (d) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Series 2019A Bonds; (e) to file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Board in such compliance.

Section 4.2. Continuing Disclosure Undertaking. The Executive Director of the Board is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the “*Continuing Disclosure Undertaking*”) in substantially the same form as approved by the Board, or with such changes therein as the individual executing the Continuing Disclosure Undertaking on behalf of the Board shall approve, his execution thereof to constitute conclusive evidence of his approval of such changes. When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Board as herein provided, the Continuing Disclosure Undertaking will be binding on the Board and the officers, employees and agents of

the Board, and the officers, employees and agents of the Board are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Fourteenth Supplemental Resolution, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Series 2019 Bond to seek mandamus or specific performance by court order, to cause the Board to comply with its obligations under the Continuing Disclosure Undertaking.

Section 4.3. Interpretation and Construction. This Fourteenth Supplemental Resolution is supplemental to and is adopted in accordance with Section 14(K) of the Original Resolution. In all respects not inconsistent with this Fourteenth Supplemental Resolution, the Original Resolution is hereby ratified, approved and confirmed, and all of the definitions, terms, covenants and restrictions of the Original Resolution shall remain applicable except as otherwise expressly provided. All of the terms and provisions of this Fourteenth Supplemental Resolution shall be deemed to be a part of the terms and provisions of the Original Resolution and the Original Resolution and this Fourteenth Supplemental Resolution shall be read, taken and construed as one and the same instrument. In executing any Series 2019 Bond authorized by this Fourteenth Supplemental Resolution each officer, agent or employee of the Board, DSU or NSU shall be entitled to all of the privileges and immunities afforded to them under the terms of the Original Resolution.

Section 4.4. Sale of Series 2019 Bonds. As soon as may be after this Fourteenth Supplemental Resolution becomes effective, the Series 2019 Bonds may be sold with such terms and provisions as are not inconsistent herewith and within the limitations prescribed by the Board in its proceedings adopted on December 11, 2019, such officers' approval and the Board's approval of such terms and provisions to be evidenced by the execution and delivery of this Fourteenth Supplemental Resolution by the duly authorized officers of the Board executed as herein provided, shall be deposited with the Executive Director of the Board, and delivered by the Executive Director to the purchasers thereof, upon receipt of the purchase price therefor. The Executive Director is hereby authorized, empowered and directed to execute an Official Statement, a Bond Purchase Agreement, the Escrow Agreement and all other necessary closing documents and certificates in connection with the sale of the Series 2019 Bonds, in substantially the form of Official Statement, Bond Purchase Agreement and Escrow Agreement approved by the Board or with such changes therein as the Executive Director shall approve, the execution of any such document by the Executive Director to constitute conclusive evidence of the approval by the Executive Director of such changes.

Section 4.5. Completion of Exhibit C. The Executive Director is authorized to approve the terms of the Series 2019 Bonds within the parameters set forth herein. Promptly after the issuance of the Series 2019 Bonds, the Executive Director shall file with the Board Secretary the completed *Exhibit C* showing the terms of the Series 2019 Bonds.

Section 4.6. Severability Provisions. It is the intention hereof to confer upon the Board the whole of the powers provided for in the Act, and if any one or more sections, clauses, sentences and parts of this Fourteenth Supplemental Resolution shall for any reason be questioned in any court of competent jurisdiction, and shall be adjudged unconstitutional or

invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, but shall be confined to the specific section, clause, sentence and part so determined, and that all resolutions or parts thereof in conflict herewith are hereby repealed.

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THIS FOURTEENTH SUPPLEMENTAL RESOLUTION shall take effect upon its adoption.

Adopted this 11th day of December, 2019.

ATTEST:

President

Executive Director

(Seal)

SCHEDULE I**EVIDENCE OF COMPLIANCE WITH PARITY TEST**

(a) (i) *Historic Test.* Actual Net Revenues of the System for FY 2018 and FY 2019 are \$34,630,434 and \$35,744,948, respectively, each of which is at least 120% of Annual Debt Service on all Outstanding Bonds, there being no outstanding additional obligations issued on a parity with the Bonds; and

(ii) *Projected Test.* Projected Net Revenues of the System for each of the three full Fiscal Years immediately succeeding April 1, 2021, which the Board currently anticipates will be the end of the capitalized interest period, are \$36,653,635 (FY 2022), \$37,451,025 (FY 2023) and \$38,214,268 (FY 2024), each of which is at least 120% of Annual Debt Service on all Outstanding Bonds, plus the Series 2019 Bonds, there being no additional obligations. The Annual Debt Service for the Refunded Series 2011 Bonds has been eliminated from this calculation. The Projected Net Revenues from the Series 2019 DSU Project are included in this calculation.

(b) The minimum amount to be accumulated in the Renewal and Replacement Reserve Account of DSU with respect to the Series 2019 DSU Project shall be an amount equal to the existing RRR Requirement for DSU and at least an additional five percent of the cost of purchasing the Series 2019 DSU Project plus the cost of any furnishings and moveable equipment for the Series 2019 DSU Project which is financed with the proceeds of the Series 2019A Bonds.

EXHIBIT A-1

THE SERIES 2019 DSU PROJECT

The construction of an approximate 128-unit apartment and suite style residence hall for Dakota State University, including furnishings and equipment relating thereto.

EXHIBIT A-2

EXISTING FACILITIES

BHSU:

Housing Facilities:

Heidepriem Hall

Bordeaux Hall (formerly Crow Peak Hall)

Wenona Cook Hall

Thomas Hall

University Apartments

Student Union

Parking Facilities

Dining Services

University Bookstore

DSU:

Residence Halls:

Zimmerman Hall

Higbie Hall

Richardson Hall

Emry Hall

The Courtyard

Van Eps Place

Series 2019 DSU Project (to be constructed with proceeds of the Series 2019A Bonds)

Student Union

NSU:

Residence Halls:

Briscoe Hall

Great Plains East

Great Plains West

McArthur-Welsh Hall

Steele Hall

Kramer Hall

Wolves Memorial Suites

Student Union

SDSMT:

Residence Halls:

Connolly Hall

Palmerton Hall

Peterson Hall

Placer Hall

Surbeck Student Center

SDSU:

Housing Facilities:

Binnewies Hall

Brown Hall

Caldwell Hall

Hansen Hall

Jackrabbit Grove (Ben Reifel, Theodore W. Schultz, Hallie Walker Hyde, and Honors Halls)

Jackrabbit Village (Spencer, Abbott and Thorne Halls)

Mathews Hall

Meadows North

Meadows South

Pierson Hall

Waneta Hall

Young Hall

Skylight Apartments

Huggins Apartments

Garden Square Units

Southeast University Neighborhood Apartments and Townhouses

Thornber Apartments

Student Wellness Center

Dining Facilities:

Larsen Commons

Student Union Building

Parking Facilities

USD:

Beede Hall

Brookman Hall

Burgess Hall

McFadden Hall

Mickelson Hall

Norton Hall

Olson Hall

Richardson Hall

Cherry Street Rentals

Muenster University Center

Student Wellness Center, including parking lot

Coyote Village Housing, including parking lot

EXHIBIT B-1**FORM OF SERIES 2019A BOND**REGISTERED
No. _____REGISTERED
\$ _____UNITED STATES OF AMERICA
SOUTH DAKOTA BOARD OF REGENTS
HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BOND,
SERIES 2019AInterest _____ Maturity _____ Dated _____
Rate: _____% Date: April 1, _____ Date: December __, 2019 CUSIP: _____

Registered Owner: CEDE & Co.

Principal Amount:

The Board of Regents of the State of South Dakota (the “*Board*”), created and existing under the laws of the State of South Dakota, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein identified, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, unless previously called for earlier redemption, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Series 2019A Bond (as hereinafter defined) or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum set forth above on April 1 and October 1 of each year commencing April 1, 2020, until said Principal Amount is paid. The principal of this Series 2019A Bond is payable upon presentation and surrender hereof, in lawful money of the United States of America at the principal corporate trust office of First Bank & Trust, Brookings, South Dakota, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the Board maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar; *provided, however*, that interest on the Series 2019A Bonds held by a Registered Owner of at least \$100,000 in aggregate principal amount of the Series 2019A Bonds may also be paid by wire transfer of immediately available funds to any bank in the continental United States as such Registered Owner shall specify in a written request to the Bond Registrar.

This Bond is one of a duly authorized series of \$_____,000 principal amount of the Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the “*Series 2019A Bonds*”) of the Board, issued or to be issued, along with \$_____,000 principal amount of the Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B, pursuant to a Resolution of the Board duly adopted October 21, 2004, as supplemented (said

Resolution as so supplemented being herein referred to as the “*Bond Resolution*”) for the purpose of financing (i) the costs of constructing a new residence hall for the Institutional System for Dakota State University (“*DSU*”); (ii) interest on those Series 2019A Bonds relating to the Series 2019 DSU Project until April 1, 2021; and (iii) the costs of issuance of the Series 2019A Bonds, all under and pursuant to the Board of Regents Revenue Bond Act of 1971, as amended (the “*Act*”), and the Bond Resolution, to which Bond Resolution reference is hereby made for a statement of the funds and revenues from which this Series 2019A Bond and the issue of which it is a part is payable and the conditions and restrictions pursuant to which this Series 2019A Bond has been issued and pursuant to which additional bonds on a parity herewith may be issued. Capitalized terms not defined herein shall have the meanings assigned in the Bond Resolution.

The Series 2019A Bonds are of like tenor and date, except as to maturity, interest rate and redemption provisions.

This Series 2019A Bond and the series of which it is a part, together with such Bonds as have been and may hereafter be issued under the provisions of the authorizing Bond Resolution (collectively, the “*Bonds*”), are payable solely from and secured by a pledge of and lien on (i) the Net Revenues of the DSU Housing and Auxiliary Facilities System (the “*DSU Institutional System*”), (ii) uncommitted funds held in the Repair and Replacement Reserve Account of DSU, (iii) Net Revenues of the other Institutions but only after provision for payment of Annual Debt Service of the Bonds issued on behalf of such Institution in the current Fiscal Year, (iv) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutional Systems, in the amount and from such Institutions as determined by the Board, and (v) such other funds which may be pledged or used as authorized by the Act. This Bond, and the series of which it forms a part, does not constitute an indebtedness of any Institution, the Board or the State of South Dakota, within any constitutional or statutory limitation, and neither the taxing power nor the general credit of the Institutions, of the Board or of the State of South Dakota is pledged to the payment of this Series 2019A Bond or the interest thereon in the Bond Resolution.

All of the Bonds are equally and ratably secured by said pledge and lien without priority or preference one over the other by reason of series designation, denomination, number, maturity, date or terms of redemption prior to maturity, date of sale or delivery or otherwise; *provided, however*, that Bonds may be issued in the future which are secured by a Debt Service Reserve Account. The Series 2019A Bonds are not secured by a Debt Service Reserve Account.

Subject to the limitations and upon payment of the charges provided in the Bond Resolution, Series 2019A Bonds may be exchanged for registered Series 2019A Bonds of other authorized denominations.

The Series 2019A Bonds maturing on or after April 1, 20__ are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity and within a single maturity as determined by the Board, on any date occurring on or after _____ 1, 20__ at a price equal to the principal amount of Series 2019A Bonds to be redeemed plus accrued interest to the date of redemption.

The Series 2019A Bonds maturing April 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in integral multiples of \$5,000 selected by the Bond Registrar, through the operation of the related Bond and Interest Sinking Fund Account as provided in the Bond Resolution, on April 1 of each of the years and in the principal amounts shown below, at a price equal to the principal amount of Series 2019A Bonds to be redeemed plus accrued interest thereon to the redemption date but without premium.

Series 2019A Bonds Maturing April 1, 20__

YEAR	AMOUNT
20__	\$ _____
20__*	\$ _____

* Final Maturity

The Board shall receive a credit against its obligation to have amounts on deposit in the related Bond and Interest Sinking Fund Account in respect of the principal of the Series 2019A Bonds required to be redeemed or paid on any date listed above (i) to the extent that the Board delivers to the Bond Registrar for cancellation on or prior to any such date one or more Series 2019A Bonds or (ii) to the extent Series 2019A Bonds are called for optional redemption. In addition, the principal amount of any such Series 2019A Bonds which have been redeemed pursuant to any partial optional redemption shall be credited against the obligation of the Board to have the amounts listed above with respect to the principal of such Series 2019A Bonds on deposit in such Institution's Bond and Interest Sinking Fund as determined by the Board.

In the event a Series 2019A Bond is in a denomination larger than \$5,000, a portion of such Series 2019A Bond may be redeemed but only in a principal amount equal to \$5,000 or any integral multiple thereof. Notice of each redemption shall be given as described in the Bond Resolution; *provided, however*, that failure to give such notice or any defect therein, as to any Series 2019A Bond shall not affect the validity of the proceedings for the redemption of any other Series 2019A Bonds. All Series 2019A Bonds, or portions thereof, so called for redemption will cease to bear interest on the specified redemption date, provided funds for such redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Bond Resolution and shall not be deemed to be Outstanding under the provisions of the Bond Resolution.

The Board shall have the option of calling Bonds, when subject to redemption according to their terms, of any one or more series, at its discretion.

With respect to any optional redemption of the Series 2019A Bonds, unless moneys sufficient to pay the principal of and interest on, the Series 2019A Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption.

The Board hereby covenants with the Owner of this Series 2019A Bond that it will keep and perform all the covenants and agreements in the Bond Resolution adopted by it authorizing the issuance of this Series 2019A Bond and the series of which it forms a part.

The Bond Resolution provides that the Board may prepay or provide for the payment of the entire indebtedness of all Outstanding Bonds, any series thereof or any portion thereof, by depositing with the Bond Registrar moneys and/or Government Securities in an amount, together with the income or increment to accrue thereon, sufficient to pay or redeem all such Bonds. In such case, the liability of the Board in respect of such Bonds shall continue but the Owners thereof shall thereafter be entitled to payment only from the moneys and/or Government Securities deposited with the Bond Registrar. Upon such deposit, such Bonds of such series or any such portion thereof shall cease to be entitled to any lien, benefit or security under the Bond Resolution. The Board shall remain the obligor on such Bonds of such series, or any such portion thereof, but the Owners thereof shall be entitled to payment (to the exclusion of all other owners of Bonds) solely out of such cash and funds received from such Government Securities.

Reference is hereby made to the Bond Resolution for a more complete description of the nature and extent of the security, the rights of the Owners of the Bonds and the terms and conditions upon which the Bonds are to be issued and secured, to all the provisions of which Bond Resolution, each holder by the acceptance hereof assents.

This Series 2019A Bond is transferable by the registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Series 2019A Bond. Upon such transfer a new registered Series 2019A Bond or Series 2019A Bonds of the same tenor, maturity and rate of interest, of an authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Board and the Bond Registrar may deem and treat the registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Board nor the Bond Registrar nor any paying agent shall be affected by any notice to the contrary. The Bond Registrar shall not be required to transfer or exchange any Series 2019A Bond (i) during the period after the fifteenth day of the month next preceding any interest payment date with respect to such Series 2019A Bond and ending on such interest payment date, (ii) after notice calling a Series 2019A Bond for redemption has been given, or (iii) during a period of fifteen days next preceding the giving of a notice of redemption of any Series 2019A Bond.

With the consent of the Board and to the extent permitted by and as provided in the Bond Resolution, the terms and provisions of the Bond Resolution, or of any instrument supplemental thereto, may be modified or altered.

This Series 2019A Bond does not constitute an obligation of the State of South Dakota within the meaning or application of any Constitutional or statutory limitation or provision, and the Owner thereof shall never have the right to demand payment of this Series 2019A Bond or interest hereon out of any funds other than the revenues and income pledged for payment thereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Series 2019A Bond did exist, have happened, been done and performed in regular and due form and time as required by law; and that the amount of this Series 2019A Bond, and the series of which it is one, and the total authorized issue of Series 2019A Bonds of which this series is a part, do not exceed any limit prescribed by the Constitution or statutes of the State of South Dakota.

This Series 2019A Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the South Dakota Board of Regents has caused this Series 2019A Bond to be signed by the duly authorized facsimile signature of the President of the Board, a facsimile of its corporate seal to be imprinted hereon, and attested by the facsimile signature of the Executive Director of the Board, all as of the Dated Date identified above.

SOUTH DAKOTA BOARD OF REGENTS

(FACSIMILE SEAL)

(Facsimile Signature)
President

(Facsimile Signature)
Executive Director

CERTIFICATE
OF
AUTHENTICATION

Date of Authentication: _____, ____

This Series 2019A Bond is one of the Series 2019A Bonds described in the within mentioned Resolution.

FIRST BANK & TRUST,
Brookings, South Dakota,
as Bond Registrar

By _____
Authorized Officer

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

(Please Print or Typewrite Name and Address of Assignee)

the within Series 2019A Bond and does hereby irrevocably constitute and appoint, _____, attorney-in-fact, to transfer the said Series 2019A Bond on the Bond Register with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered Owner as it appears upon the face of the within Series 2019A Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT B-2**FORM OF SERIES 2019B BOND**REGISTERED
No. _____REGISTERED
\$ _____

UNITED STATES OF AMERICA
SOUTH DAKOTA BOARD OF REGENTS
HOUSING AND AUXILIARY FACILITIES SYSTEM TAXABLE REFUNDING REVENUE BOND,
SERIES 2019B

Interest _____ Maturity _____ Dated _____
Rate: _____% Date: April 1, _____ Date: December __, 2019 CUSIP: _____

Registered Owner: CEDE & Co.

Principal Amount:

The Board of Regents of the State of South Dakota (the “*Board*”), created and existing under the laws of the State of South Dakota, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein identified, to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, unless previously called for earlier redemption, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Series 2019B Bond (as hereinafter defined) or from the most recent interest payment date to which interest has been paid or duly provided for at the Interest Rate per annum set forth above on April 1 and October 1 of each year commencing April 1, 2020, until said Principal Amount is paid. The principal of this Series 2019B Bond is payable upon presentation and surrender hereof, in lawful money of the United States of America at the principal corporate trust office of First Bank & Trust, Brookings, South Dakota, as bond registrar and paying agent (the “*Bond Registrar*”). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the Board maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar; *provided, however*, that interest on the Series 2019B Bonds held by a Registered Owner of at least \$100,000 in aggregate principal amount of the Series 2019B Bonds may also be paid by wire transfer of immediately available funds to any bank in the continental United States as such Registered Owner shall specify in a written request to the Bond Registrar.

This Bond is one of a duly authorized series of \$_____,000 principal amount of the Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (the “*Series 2019B Bonds*”) of the Board, issued or to be issued, along with \$_____,000 principal amount of the Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A, pursuant to a Resolution of the Board duly adopted October 21, 2004, as supplemented (said Resolution as

so supplemented being herein referred to as the “*Bond Resolution*”) for the purpose of financing (i) a portion of the costs of refunding the Northern State University (“*NSU*”) portion of the Board’s outstanding Housing and Auxiliary Facility System Revenue Bonds, Series 2011; and (ii) the costs of issuance of the Series 2019B Bonds, all under and pursuant to the Board of Regents Revenue Bond Act of 1971, as amended (the “*Act*”), and the Bond Resolution, to which Bond Resolution reference is hereby made for a statement of the funds and revenues from which this Series 2019B Bond and the issue of which it is a part is payable and the conditions and restrictions pursuant to which this Series 2019B Bond has been issued and pursuant to which additional bonds on a parity herewith may be issued. Capitalized terms not defined herein shall have the meanings assigned in the Bond Resolution.

The Series 2019B Bonds are of like tenor and date, except as to maturity, interest rate and redemption provisions.

This Series 2019B Bond and the series of which it is a part, together with such Bonds as have been and may hereafter be issued under the provisions of the authorizing Bond Resolution (collectively, the “*Bonds*”), are payable solely from and secured by a pledge of and lien on (i) the Net Revenues of the NSU Housing and Auxiliary Facilities System (the “*NSU Institutional System*”), (ii) uncommitted funds held in the Repair and Replacement Reserve Account of NSU, (iii) Net Revenues of the other Institutions but only after provision for payment of Annual Debt Service of the Bonds issued on behalf of such Institution in the current Fiscal Year, (iv) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutional Systems, in the amount and from such Institutions as determined by the Board, and (v) such other funds which may be pledged or used as authorized by the Act. This Bond, and the series of which it forms a part, does not constitute an indebtedness of any Institution, the Board or the State of South Dakota, within any constitutional or statutory limitation, and neither the taxing power nor the general credit of the Institutions, of the Board or of the State of South Dakota is pledged to the payment of this Series 2019B Bond or the interest thereon in the Bond Resolution.

All of the Bonds are equally and ratably secured by said pledge and lien without priority or preference one over the other by reason of series designation, denomination, number, maturity, date or terms of redemption prior to maturity, date of sale or delivery or otherwise; *provided, however*, that Bonds may be issued in the future which are secured by a Debt Service Reserve Account. The Series 2019B Bonds are not secured by a Debt Service Reserve Account.

Subject to the limitations and upon payment of the charges provided in the Bond Resolution, Series 2019B Bonds may be exchanged for registered Series 2019B Bonds of other authorized denominations.

The Series 2019B Bonds maturing on or after April 1, 20__ are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity and within a single maturity as determined by the Board, on any date occurring on or after _____ 1, 20__ at a price equal to the principal amount of Series 2019B Bonds to be redeemed plus accrued interest to the date of redemption.

The Series 2019B Bonds maturing April 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in integral multiples of \$5,000 selected by the Bond Registrar, through the operation of the related Bond and Interest Sinking Fund Account as provided in the Bond Resolution, on April 1 of each of the years and in the principal amounts shown below, at a price equal to the principal amount of Series 2019B Bonds to be redeemed plus accrued interest thereon to the redemption date but without premium.

Series 2019B Bonds Maturing April 1, 20__

YEAR	AMOUNT
20__	\$ _____
20__*	\$ _____

* Final Maturity

The Board shall receive a credit against its obligation to have amounts on deposit in the related Bond and Interest Sinking Fund Account in respect of the principal of the Series 2019B Bonds required to be redeemed or paid on any date listed above (i) to the extent that the Board delivers to the Bond Registrar for cancellation on or prior to any such date one or more Series 2019B Bonds or (ii) to the extent Series 2019B Bonds are called for optional redemption. In addition, the principal amount of any such Series 2019B Bonds which have been redeemed pursuant to any partial optional redemption shall be credited against the obligation of the Board to have the amounts listed above with respect to the principal of such Series 2019B Bonds on deposit in such Institution's Bond and Interest Sinking Fund as determined by the Board.

In the event a Series 2019B Bond is in a denomination larger than \$5,000, a portion of such Series 2019B Bond may be redeemed but only in a principal amount equal to \$5,000 or any integral multiple thereof. Notice of each redemption shall be given as described in the Bond Resolution; *provided, however*, that failure to give such notice or any defect therein, as to any Series 2019B Bond shall not affect the validity of the proceedings for the redemption of any other Series 2019B Bonds. All Series 2019B Bonds, or portions thereof, so called for redemption will cease to bear interest on the specified redemption date, provided funds for such redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Bond Resolution and shall not be deemed to be Outstanding under the provisions of the Bond Resolution.

The Board shall have the option of calling Bonds, when subject to redemption according to their terms, of any one or more series, at its discretion.

With respect to any optional redemption of the Series 2019B Bonds, unless moneys sufficient to pay the principal of and interest on, the Series 2019B Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption.

The Board hereby covenants with the Owner of this Series 2019B Bond that it will keep and perform all the covenants and agreements in the Bond Resolution adopted by it authorizing the issuance of this Series 2019B Bond and the series of which it forms a part.

The Bond Resolution provides that the Board may prepay or provide for the payment of the entire indebtedness of all Outstanding Bonds, any series thereof or any portion thereof, by depositing with the Bond Registrar moneys and/or Government Securities in an amount, together with the income or increment to accrue thereon, sufficient to pay or redeem all such Bonds. In such case, the liability of the Board in respect of such Bonds shall continue but the Owners thereof shall thereafter be entitled to payment only from the moneys and/or Government Securities deposited with the Bond Registrar. Upon such deposit, such Bonds of such series or any such portion thereof shall cease to be entitled to any lien, benefit or security under the Bond Resolution. The Board shall remain the obligor on such Bonds of such series, or any such portion thereof, but the Owners thereof shall be entitled to payment (to the exclusion of all other owners of Bonds) solely out of such cash and funds received from such Government Securities.

Reference is hereby made to the Bond Resolution for a more complete description of the nature and extent of the security, the rights of the Owners of the Bonds and the terms and conditions upon which the Bonds are to be issued and secured, to all the provisions of which Bond Resolution, each holder by the acceptance hereof assents.

This Series 2019B Bond is transferable by the registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of this Series 2019B Bond. Upon such transfer a new registered Series 2019B Bond or Series 2019B Bonds of the same tenor, maturity and rate of interest, of an authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Board and the Bond Registrar may deem and treat the registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Board nor the Bond Registrar nor any paying agent shall be affected by any notice to the contrary. The Bond Registrar shall not be required to transfer or exchange any Series 2019B Bond (i) during the period after the fifteenth day of the month next preceding any interest payment date with respect to such Series 2019B Bond and ending on such interest payment date, (ii) after notice calling a Series 2019B Bond for redemption has been given, or (iii) during a period of fifteen days next preceding the giving of a notice of redemption of any Series 2019B Bond.

With the consent of the Board and to the extent permitted by and as provided in the Bond Resolution, the terms and provisions of the Bond Resolution, or of any instrument supplemental thereto, may be modified or altered.

This Series 2019B Bond does not constitute an obligation of the State of South Dakota within the meaning or application of any Constitutional or statutory limitation or provision, and the Owner thereof shall never have the right to demand payment of this Series 2019B Bond or interest hereon out of any funds other than the revenues and income pledged for payment thereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Series 2019B Bond did exist, have happened, been done and performed in regular and due form and time as required by law; and that the amount of this Series 2019B Bond, and the series of which it is one, and the total authorized issue of Series 2019B Bonds of which this series is a part, do not exceed any limit prescribed by the Constitution or statutes of the State of South Dakota.

This Series 2019B Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the South Dakota Board of Regents has caused this Series 2019B Bond to be signed by the duly authorized facsimile signature of the President of the Board, a facsimile of its corporate seal to be imprinted hereon, and attested by the facsimile signature of the Executive Director of the Board, all as of the Dated Date identified above.

SOUTH DAKOTA BOARD OF REGENTS

(Facsimile Signature)

President

(FACSIMILE SEAL)

(Facsimile Signature)

Executive Director

CERTIFICATE
OF
AUTHENTICATION

Date of Authentication: _____, ____

This Series 2019B Bond is one of the Series 2019B Bonds described in the within mentioned Resolution.

FIRST BANK & TRUST,
Brookings, South Dakota,
as Bond Registrar

By _____
Authorized Officer

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto

(Please Print or Typewrite Name and Address of Assignee)

the within Series 2019B Bond and does hereby irrevocably constitute and appoint, _____, attorney-in-fact, to transfer the said Series 2019B Bond on the Bond Register with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of the registered Owner as it appears upon the face of the within Series 2019B Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT C**SERIES 2019 BOND TERMS****SERIES 2019A BONDS:**

The Series 2019A Bonds shall be issued in the aggregate principal amount of \$_____, shall be dated December ___, 2019, shall be numbered 1 and upward, shall mature on April 1 of each of the years and shall bear interest (calculated on the basis of a 360-day year comprising 12 months of 30 days each) at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
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SERIES 2019B BONDS:

The Series 2019B Bonds shall be issued in the aggregate principal amount of \$_____, shall be dated December ___, 2019, shall be numbered 1 and upward, shall mature on April 1 of each of the years and shall bear interest (calculated on the basis of a 360-day year comprising 12 months of 30 days each) at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
------	-----------------------	-------------------

The first interest payment date for the Series 2019 Bonds is April 1, 2020.

The capitalized interest period for the Series 2019A Bonds will end on April 1, 2021.

The redemption date for the Refunded Series 2011 Bonds is April 1, 2021.

DEPOSIT OF SERIES 2019A BOND PROCEEDS:

1. \$ _____.____ to the Series 2019 DSU Project Construction Fund.
2. \$ _____.____ to the Series 2019 DSU Capitalized Interest Subaccount.
3. \$ _____.____ to the Series 2019 Expense Fund.

DEPOSIT OF SERIES 2019B BOND PROCEEDS:

1. \$ _____.____ to the Escrow Fund.
2. \$ _____.____ to the Series 2019 Expense Fund.

OPTIONAL REDEMPTION:

The Series 2019A Bonds maturing on or after April 1, 20__ are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity as determined by the Board, on any date occurring on or after _____ 1, 20__, at a price equal to the principal amount of the Series 2019A Bonds to be redeemed plus accrued interest to the date of redemption.

The Series 2019B Bonds maturing on or after April 1, 20__ are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity as determined by the Board, on any date occurring on or after

_____, 1, 20__, at a price equal to the principal amount of the Series 2019B Bonds to be redeemed plus accrued interest to the date of redemption.

At least 45 days prior to the redemption date, the Board shall designate in writing to the Bond Registrar the principal amount of Series 2019 Bonds to be redeemed. If less than all of the Series 2019 Bonds shall be called for redemption, the particular Series 2019 Bonds to be redeemed shall be selected by the Bond Registrar, in such a manner as the Bond Registrar in its discretion may deem fair and appropriate, in the principal amount designated to the Bond Registrar by the Board; *provided, however*, that the portion of any Series 2019 Bonds to be redeemed shall be in integral multiples of \$5,000.

MANDATORY REDEMPTION:

The Series 2019A Bonds maturing on April 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in integral multiples of \$5,000 selected by the Bond Registrar, on April 1 of each the years and in the principal amounts shown below, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date, but without premium.

SERIES 2019A BONDS MATURING APRIL 1, 20__

YEAR	PRINCIPAL AMOUNT (\$)
20__	,000
20__	,000
20__*	,000

* Final Maturity

The Series 2019B Bonds maturing on April 1, 20__ are subject to mandatory sinking fund redemption prior to maturity, in integral multiples of \$5,000 selected by the Bond Registrar, on April 1 of each the years and in the principal amounts shown below, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the redemption date, but without premium.

SERIES 2019B BONDS MATURING APRIL 1, 20__

YEAR	PRINCIPAL AMOUNT (\$)
20__	,000
20__	,000
20__*	,000

* Final Maturity

The Board shall receive a credit against its obligation to have amounts on deposit in the related Bond and Interest Sinking Fund Account in respect of the principal of the Series 2019 Bonds required to be redeemed or paid on any date listed above (i) to the extent that the Board delivers to the Bond Registrar for cancellation on or prior to any such date one or more Series 2019 Bonds maturing on such date or (ii) to the extent Series 2019 Bonds maturing on such dates are called for optional redemption. In addition, the principal amount of any such Series 2019 Bonds which have been redeemed pursuant to any partial optional redemption shall be credited against future sinking fund requirements, as determined by the Board.

REDEMPTION PROCEDURES:

The Bond Registrar shall give notice of redemption of the Series 2019 Bonds in accordance with the following provisions:

Notice of the redemption of Series 2019 Bonds will be given by mailing a copy of the redemption notice by first class mail or by electronic notice at least 30 days prior to the date fixed for such redemption to The Depository Trust Company, as the securities depository or any successor securities depository, as the registered owner of the Series 2019 Bonds, so long as the global book-entry system is used for recording ownership of the Series 2019 Bonds.

In the event that the global book-entry system is no longer used for recording ownership of the Series 2019 Bonds, notice of each redemption shall be given by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of the Series 2019 Bonds, or portions thereof, to be redeemed at the address shown on the registration books; *provided, however*, that failure to give such notice or any defect therein, as to any Series 2019 Bond shall not affect the proceedings for the redemption of any other Series 2019 Bonds.

With respect to any optional redemption of the Series 2019 Bonds, unless moneys sufficient to pay the principal of and interest on the Series 2019 Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption.

For purposes of any redemption of less than all of the Series 2019 Bonds of a single series and maturity, the particular Series 2019 Bonds or portions of Series 2019 Bonds to be redeemed shall be selected by lot by the Bond Registrar by such method as the Bond Registrar shall deem fair and appropriate (except when the Series 2019 Bonds are held in a book-entry system, in which case the selection of Series 2019 Bonds to be redeemed will be made in accordance with procedures established by The Depository Trust Company or any other securities depository); *provided* that such method shall provide for the selection of redemption of Series 2019 Bonds or portions thereof so that any \$5,000 Series 2019 Bond or \$5,000 portion of a Series 2019 Bond shall be as likely to be called for redemption as any other such \$5,000 Series 2019 Bond or \$5,000 portion of a Series 2019 Bond of the same series.

Notice of redemption having been given as described above and in the Bond Resolution, and notwithstanding failure to receive such notice, the Series 2019 Bonds or portions of Series

2019 Bonds so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Board shall default in the payment of the redemption price) such Series 2019 Bonds or portions of Series 2019 Bonds shall cease to bear interest. Upon surrender of such Series 2019 Bonds or redemption in accordance with said notice, such Series 2019 Bonds will be paid by the Bond Registrar at the redemption price.

SCHEDULE C-1

DEBT SERVICE

South Dakota Board of Regents

Dakota State University - Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A

SCHEDULE C-2

DEBT SERVICE

South Dakota Board of Regents
Northern State University- Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds,
Series 2019B

BOND PURCHASE AGREEMENT

between

SOUTH DAKOTA BOARD OF REGENTS

and

PIPER JAFFRAY & CO.

December 12, 2019

South Dakota Board of Regents

\$ _____
Housing and Auxiliary Facilities System
Revenue Bonds, Series 2019A

\$ _____
Housing and Auxiliary Facilities System
Taxable Refunding Revenue Bonds, Series 2019B

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Exhibit A – Legal Opinion of Issuer’s Counsel

Exhibit B – Form of Issue Price Certificate

BOND PURCHASE AGREEMENT

1. Parties and Relevant Dates

Issuer: South Dakota Board of Regents

Underwriter: Piper Jaffray & Co.

Securities: \$_____ Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (“Series 2019A Bonds”)
\$_____ Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (“Series 2019B Bonds”)

Acceptance Deadline: December 12, 2019, 5:00 p.m. (Chicago time).

Effective Date and Time of Formal Award: December 12, 2019, 5:00 p.m. (Chicago time).

Closing Date: December 23, 2019.

2. Defined Terms

All capitalized terms used in this Agreement and not otherwise defined are used as defined in the hereinafter defined Bond Resolution or the hereinafter defined Official Statement:

Acceptance Deadline: The date set forth in Section 1, being the date and time by which the Issuer must accept this Agreement.

Accountants: State of South Dakota Department of Legislative Audit, the public accountants of the Issuer whose independent accountant’s reports on applying agreed-upon procedures are included in the Preliminary Official Statement and the Official Statement.

Act: The Board of Regents Revenue Bond Act of 1971, as amended.

Agreement: This Bond Purchase Agreement, dated the Effective Date, including Schedule I attached hereto.

Bond Counsel: Chapman and Cutler LLP, Chicago, Illinois.

Bond Resolution: The amended and restated bond resolution of the Issuer adopted on October 21, 2004, as supplemented from time to time thereafter, including a Fourteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 11, 2019.

Closing Date: The date set forth in Section 1 of this Agreement, being the date of the issuance and delivery of the Securities.

Continuing Disclosure Undertaking: The continuing disclosure undertaking or agreement, if any, entered into by the Issuer with respect to the Securities in accordance with Rule 15c2-12.

Creditors’ Rights Laws: Limitations on enforceability as may result from bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally

from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution.

DTC: The Depository Trust Company.

Effective Date and Time: The date and time that this Agreement is effective, as set forth in Section 1 of this Agreement.

End of the Underwriting Period: The later of (i) the Closing Date or (ii) when the Underwriter no longer retains an unsold balance of the Securities.

Escrow Agreement: The Escrow Agreement between the Issuer and First Bank & Trust, Brookings, South Dakota, acting as escrow agent, with respect to the Refunded Series 2011 Bonds.

Exchange Act: The Securities Exchange Act of 1934, as amended.

Excluded Sections: For purposes of the representations and warranties of the Issuer set forth in Section 9(a)(viii), the indemnification provisions set forth in Section 15 and the opinions of Issuer's Counsel required pursuant to Section 12, the "Excluded Sections" of the Preliminary Official Statement and the Official Statement shall be: (i) the section describing DTC and its book-entry-only procedures, (ii) the section captioned "Tax Matters," and (iii) the section captioned "Underwriting" if provided in writing by the Underwriter. "Excluded Sections" of the Preliminary Official Statement shall also include the information permitted to be excluded from a preliminary official statement pursuant to Rule 15c2-12.

Good Faith Deposit: The amount to be provided as a good faith deposit by the Underwriter to the Issuer, if and to the extent set forth in this Agreement under Section 7.

Issuer: The Issuer of the Securities, identified in Section 1.

Issuer Documents: All financing documents to which the Issuer is a party relating to the issuance of and security for the Securities, as such documents are amended and supplemented to the Closing Date, including, but not limited to:

- (i) this Agreement,
- (ii) the Continuing Disclosure Undertaking;
- (iii) the Tax Exemption Certificate and Agreement; and
- (iv) the Escrow Agreement.

Issuer's Counsel: Nathan D. Lukkes, Counsel to the Board.

MSRB: Municipal Securities Rulemaking Board.

Official Statement: Official Statement dated the Effective Date, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Paying Agent: First Bank & Trust, Brookings, South Dakota, acting as paying agent for the Securities.

Preliminary Official Statement: Preliminary Official Statement dated December __, 2019, relating to the Securities, together with all appendices or exhibits, any materials incorporated by reference therein and any amendments or supplements thereto.

Primary Offering Disclosure Period: The period commencing with the first submission to an Underwriter of an order for the purchase of the Securities or the purchase of such Securities from the Issuer, whichever first occurs, and ending 25 days after the final delivery by the Issuer or its agent of all Securities to or through the underwriting syndicate or sole underwriter.

Purchase Price: The amount specified in Section 5 as the Purchase Price to be paid by the Underwriter at the Closing for the purchase of the Securities on the Closing Date.

Refunded Series 2011 Bonds: A portion of the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, being refunded with proceeds of the Securities.

Registrar: First Bank & Trust, Brookings, South Dakota, acting as paying agent for the Securities.

Rule 15c2-12: Rule 15c2-12 promulgated by the SEC under the Exchange Act.

Rule G-32: Rule G-32 of the MSRB.

SEC: Securities and Exchange Commission of the United States.

Securities: The Securities identified in Section 1 on the first page of this Agreement, as more specifically described in Schedule I.

Securities Act: The Securities Act of 1933, as amended.

State: South Dakota.

Pledged Revenues and Income: The revenues and/or other funds pledged or otherwise identified by the Issuer as security or the source of payment for the Securities as set forth in the Bond Resolution.

Trust Indenture Act: Trust Indenture Act of 1939, as amended.

Underwriter: The firm identified as such in Section I of this Agreement.

Underwriter's Counsel: SJ Gray Law LLC, Chicago, Illinois.

3. Offer to Purchase the Securities; Execution of Terms and Acceptance

The Issuer and the Underwriter are entering into this Agreement to provide for the purchase and sale of the Securities. The Securities are further described in Schedule I.

The Underwriter hereby offers to purchase all (but not less than all) of the Securities from, and to enter into this Agreement with, the Issuer. This offer is subject to acceptance by the Issuer by the Acceptance Deadline and, if not so accepted, will be subject to withdrawal by the Underwriter by written notice delivered to the Issuer at any time prior to acceptance. The Issuer shall accept this Agreement by its execution hereof upon such execution, the Agreement will be binding upon the Underwriter and the Issuer. This Agreement is effective as of the Effective Date and Time.

4. Purchase of the Securities

The Underwriter shall purchase from the Issuer, and the Issuer shall sell to the Underwriter, all (but not less than all) of the Securities on the Closing Date at the aggregate Purchase Price set forth below, plus accrued interest, if any. The Securities shall bear interest at the rates per annum, mature on the dates, be sold to the public at the prices and be subject to optional and mandatory sinking fund redemption prior to maturity and to such other terms and provisions, all as set forth in Schedule I. The Securities otherwise shall be as described in the Official Statement, the Bond Resolution and the Issuer Documents. The Underwriter's agreement to purchase the Securities from the Issuer is made in reliance upon the Issuer's representations, covenants and warranties and on the terms and conditions set forth in this Agreement.

The Issuer acknowledges and agrees that: (i) the primary role of the Underwriter, as underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

5. Purchase Price

The Purchase Price of the Series 2019A Bonds is \$_____ (representing the principal amount of the Securities, less an Underwriter's discount of \$_____, plus original issue premium of \$_____), plus accrued interest, if any, to the Closing Date). The Purchase Price of the Series 2019B Bonds is \$_____ (representing the principal amount of the Securities, less an Underwriter's discount of \$_____, plus accrued interest, if any, to the Closing Date). The Purchase Price for each series of the Securities shall be payable on the Closing Date by the Underwriter to or as directed by the Issuer by wire transfer in immediately available funds. In accordance with Section 17, the Underwriter also will be reimbursed for those out-of-pocket expenses described therein.

6. Public Offering

The Underwriter agrees to make a bona fide initial public offering of all the Securities in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in Schedule I; *provided, however*, that, [subject to the limits set forth in

Section 13(C) hereof with respect to the hold-the-offering price rule (as defined in such section),] the Underwriter may subsequently change such offering price or prices. The Underwriter agrees to notify the Issuer of such changes upon request from the Issuer if such changes occur prior to the Closing, but failure to so notify shall not invalidate such changes. The Underwriter may offer and sell the Securities to certain dealers (including dealers depositing the Securities into investment trusts) at prices lower than the public offering prices. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price or prices of the Securities at levels above those which might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

7. Good Faith Deposit

No Good Faith Deposit will be required.

8. Official Statement

The Issuer hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement in connection with the public offering of the Securities by the Underwriter, and further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Securities in connection with the public offering and sale of the Securities. The Issuer hereby represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12, except for permitted omissions.

- (a) The Issuer, at its cost, shall provide, or cause to be provided, to the Underwriter within seven business days after the date of this Agreement (or within such shorter period as may be approved by the Underwriter or required by applicable rule) such number of copies of a final Official Statement as reasonably requested by the Underwriter, but in sufficient quantity to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12, Rule G-32 and any other applicable rules of the SEC and the MSRB.
- (b) The Issuer authorizes the Underwriter to file, to the extent required by any applicable SEC or MSRB rule, and the Underwriter agrees to so file, the Official Statement with the MSRB or its designee. If an amended Official Statement is prepared during the “primary offering disclosure period,” and if required by any applicable SEC or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The Issuer shall provide the Underwriter with the information necessary to complete MSRB Form G-32 for all filings to be made under this Section 8.
- (c) The Preliminary Official Statement and the Official Statement may be delivered in printed and a “designated electronic format” as defined in Rule G-32 and as may be agreed by the Issuer and the Underwriter. If the Official Statement has been prepared in electronic form, the Issuer hereby confirms that it does not object to distribution of the Official Statement in electronic form.
- (d) The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter. The Issuer covenants to notify the Underwriter

promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

9. Representations and Warranties

- (a) Representations and Warranties of the Issuer. The Issuer hereby agrees with, and makes the following representations and warranties to, the Underwriter, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:
 - (i) The Issuer is duly created and existing under the constitution and laws of the State and has full legal right, power and authority under the constitution and laws of the State, including the Act, to adopt the Bond Resolution, to execute and deliver the Issuer Documents and the Official Statement, to issue, sell and deliver the Securities as provided herein, and to carry out and to consummate the transactions contemplated by the Bond Resolution, the Issuer Documents and the Official Statement.
 - (ii) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved (A) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement for use by the Underwriter in connection with the public offering of the Securities, (B) the issuance and sale of the Securities upon the terms set forth herein and as contemplated by the Bond Resolution, the Issuer Documents and the Official Statement and (C) the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Securities, the Bond Resolution and the Issuer Documents.
 - (iii) The Securities will be issued in conformity with and entitled to the benefit and security of the Bond Resolution, including the pledge or application thereunder of the Pledged Revenues and Income.
 - (iv) This Agreement and the Bond Resolution each constitutes a legal, valid and binding obligation of the Issuer enforceable in accordance with their

respective terms; the other Issuer Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms; and the Securities, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms; in all cases, except as the enforceability of this Agreement, the Bond Resolution and the Securities may be limited by application of Creditors' Rights Laws.

- (v) Except as may be described in the Preliminary Official Statement or the Official Statement, the Issuer is not in breach of or default in any material respect under (if applicable) its charter documents, its articles of incorporation or its bylaws or under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the Issuer under any of the foregoing.
- (vi) The adoption, execution and delivery of the Securities, the Bond Resolution and the Issuer Documents, and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets are otherwise subject, and such adoption, execution, delivery or compliance will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature upon the Pledged Revenues and Income, if any, of the Issuer to be pledged to secure the Securities or under the terms of any such law, regulation or instrument, except as provided by the Securities, the Bond Resolution and the Issuer Documents.
- (vii) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect, the issuance of the Securities or the due performance by the Issuer of its obligations under the Bond Resolution, the Issuer Documents and the Securities have been duly obtained or will be obtained prior to the Closing.
- (viii) The Preliminary Official Statement as of its date did not, and the Official Statement as of its date does not and as of the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, the

Issuer makes no statement as to the Excluded Sections of the Preliminary Official Statement or the Official Statement.

- (ix) The historical financial information included in the Official Statement under the captions “HISTORICAL AND PROJECTED CASH FLOWS OF THE SYSTEM” and in Appendix E - “FINANCIAL STATEMENTS OF THE HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BOND FUNDS FOR THE FISCAL YEARS ENDED JUNE 30, 2019 and 2018 (Unaudited)” present fairly the financial condition and results of operations for the System at the dates and for the periods specified. For the period June 30, 2019, to the date hereof, there has been no material adverse change in the financial position of the Board, any Institution or the System, (ii) no increase in the long-term debt of the Board or any Institution with respect to the System, (iii) no material loss or interference with the operation of the System from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, and (iv) no development involving a prospective material adverse change, in or affecting the general affairs, management, financial position or results of operations of any Institution and the System, except in all cases as the Official Statement discloses has occurred or may occur.
- (x) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, agency, public board or body, pending or, to the knowledge of the Issuer, threatened against the Issuer: (A) affecting the existence of the Issuer or the titles of its officers to their respective offices, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Securities or the pledge or collection by the Issuer of the Pledged Revenues and Income or the making of any other required deposits with respect to the Securities, (C) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Securities, the Bond Resolution or the Issuer Documents, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, (E) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the Pledged Revenues and Income or to pay debt service on the Securities, or (F) contesting the status of the interest on the Series 2019A as excludable from gross income for federal income tax purposes, in each case as described in the Official Statement.
- (xi) The Issuer has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Issuer of the Pledged Revenues and Income and the Issuer is not in material default, and no event has occurred which would constitute or result in a material default, under any such licenses, permits or approvals.
- (xii) The Issuer will enter into the Continuing Disclosure Undertaking and, unless otherwise described in the Official Statement or set forth below, the Issuer has not failed during the previous five years to comply in all

material respects with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.

- (xiii) The Bond Resolution, the Issuer Documents and the Securities conform to the description thereof contained in the Official Statement.
- (xiv) The Issuer has the legal authority to apply proceeds of the Securities for the purposes contemplated by the Bond Resolution and the Issuer Documents, including for the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Securities to the extent required by this Agreement and in compliance with applicable law.

(b) Covenants of the Issuer.

The Issuer hereby covenants with the Underwriter that:

- (i) Prior to the Closing Date, except as otherwise contemplated by the Official Statement, the Issuer shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Pledged Revenues and Income or other assets, properties, funds or interests that will be pledged as security for the Securities pursuant to the Bond Resolution.
- (ii) The Issuer shall cooperate with the Underwriter in the qualification of the Securities for offering and sale and the determination of their eligibility for investment under the laws of such jurisdictions, to the extent applicable, as the Underwriter may request; provided that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the general jurisdiction of, any other state or to file any general or special consents to service of process under the laws of any jurisdiction.
- (iii) The Issuer shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, of the interest on the Series 2019A Bonds.

(c) Representations and Warranties of the Underwriter. The Underwriter hereby agrees with, and makes the following representations and warranties to, the Issuer, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

- (i) The Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization.
- (ii) This Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the Issuer, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Agreement may be limited by application of Creditors' Rights Laws.
- (iii) The Underwriter is licensed by and registered with the Financial Industry

Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer.

10. Rating

The following rating on the Securities shall be in effect on the Closing Date: Moody's: "Aa3".

11. Closing

- (a) The delivery of and payment for the Securities shall be the "Closing" for the Securities and shall occur at or prior to 1:00 p.m., New York City time, on the Closing Date, or at such other time or on such other date as may be mutually agreed by the Underwriter and the Issuer. The location of the Closing shall be at the offices of Chapman and Cutler LLP, 111 West Monroe Street, Chicago, Illinois 60603. Prior to the Closing, the Issuer shall cause to be delivered the Securities to DTC, which shall be released at Closing. The Securities shall be delivered in definitive form, duly executed by the Issuer and authenticated by the Registrar or Paying Agent, together with the other documents identified in Section 12. Subject to satisfaction of the conditions contained in this Agreement, the Underwriter will accept delivery of the Securities as described above and pay the Purchase Price, plus accrued interest, if any, on the Securities from their dated date to, but not including, the Closing Date, in immediately available funds, payable to the order of the Issuer.
- (b) Delivery of the definitive Securities shall be made through the facilities of DTC's book-entry-only system in New York, New York. The Securities will be delivered as fully-registered bonds, bearing CUSIP numbers, with a single bond for each maturity of each series of the Securities (or, if so provided in Schedule I, for each separate interest rate within a maturity), and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Securities.

12. Closing Conditions

The Underwriter shall receive on the Closing Date, in form and substance satisfactory to Bond Counsel and to the Underwriter, each item specified below, unless waived by the Underwriter:

- (i) The approving opinion of Bond Counsel addressed to the Issuer with a reliance letter addressed to the Underwriter, dated the Closing Date, and in substantially the form included as an appendix to the Official Statement.
- (ii) The supplemental opinion of Bond Counsel, addressed to the Underwriter and the Issuer, dated the Closing Date, to the effect that:
 - (A) this Agreement has been duly authorized, executed and delivered by the Issuer and constitutes the legal, valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms, except as such enforceability may be

limited by Creditors' Rights Laws; and

- (B) the Securities are exempt from registration pursuant to the Securities Act and the Bond Resolution and any related trust indenture are exempt from qualification as an indenture pursuant to the Trust Indenture Act.
- (iii) A negative assurances letter of Bond Counsel, addressed to the Underwriter, to the effect that the statements and information contained in the Official Statement, as of its date and as of the date of such opinion, relating to the Securities, the security and sources of payment for the Securities and the tax status of the Securities fairly and accurately summarize the provisions of the documents or matters of law indicated therein, as of such dates, and the statements describing the Bond Resolution and the Issuer Documents contained in the Official Statement, as of its date and as of the date of such opinion, fairly and accurately summarize the provisions of such documents purported to be summarized as of such dates;
- (iv) The opinion of Issuer's Counsel, addressed to the Underwriter and the Issuer, dated the Closing Date, in the form attached hereto as Exhibit A.
- (v) The opinion of Underwriter's Counsel, addressed to the Underwriter, dated the Closing Date, to the effect that: (A) the Securities are exempt from registration under the Securities Act and the Bond Resolution and any related trust indenture are exempt from qualification under the Trust Indenture Act and (B) the Continuing Disclosure Undertaking meets the requirements of Rule 15c2-12. In addition, Underwriter's Counsel shall state in its letter containing the foregoing opinion or in a separate letter addressed to the Underwriter that, without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on their participation in meetings and telephone conferences at which representatives of the Issuer, Bond Counsel and the Underwriter were at various times present, nothing has come to the attention of such counsel that would lead them to believe that the information and statements in the Preliminary Official Statement as of its date and the Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the Issuer, any other financial, forecast, technical or statistical data, and any information in the Preliminary Official Statement as of its date and the Official Statement respecting DTC.
- (vi) A certificate dated the Closing Date of an authorized officer of the Issuer to the effect that:
 - (A) the representations and warranties of the Issuer contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

- (B) the Issuer has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing; no event affecting the Issuer has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Preliminary Official Statement or the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect; and
 - (C) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the Issuer to restrain or enjoin the issuance, execution or delivery of the Securities or in any manner questioning the proceedings or authority for the issuance of the Securities or affecting directly or indirectly the validity of the Securities or of any provisions made or authorized for their payment or contesting the existence of the Issuer or the title of any of its officers to their respective offices.
- (vii) Written evidence that the rating(s) on the Securities by the applicable rating services, as set forth in Section 10, are in effect as of the Closing Date.
 - (viii) The Tax Exemption Certificate and Agreement, executed by a duly authorized officer of the Issuer, in form and substance satisfactory to Bond Counsel, setting forth, among other things, in the manner permitted by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the reasonable expectations of the Issuer as of the Closing Date as to the use of proceeds of the Series 2019A Bonds and of any other funds of the Issuer expected to be used to pay debt service on the Series 2019A Bonds and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officer, the expectations set forth therein are reasonable.
 - (ix) An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G) for the Series 2019A Bonds, in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the Issuer.
 - (x) A copy of the Blanket Letter of Representations to DTC relating to the Securities, signed by the Issuer.
 - (xi) True and complete copies of the Bond Resolution and the Issuer Documents, and all opinions, certificates and other documents delivered under the Bond Resolution and the Issuer Documents.
 - (xii) A letter from a firm of certified public accountants, verifying the mathematical accuracy of the related schedules and computations with respect to the yield on the Securities and the availability of sufficient funds (including investment income) for payment of the Refunded Series 2011 Bonds.

- (xiii) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or Bond Counsel reasonably may request, in form and substance satisfactory to the Underwriter or Bond Counsel, as the case may be, to evidence (A) compliance by the Issuer with legal requirements reasonably relating to the transactions contemplated by the Official Statement and this Agreement, (B) the truth and completeness, as of the date thereof, of the statements and information contained in the Preliminary Official Statement, (C) the truth and completeness, as of the date thereof and as of the time of the Closing, of the statements and information contained in the Official Statement, (D) the truth and completeness, as of the time of the Closing, of the representations and warranties of the Issuer contained in this Agreement and the certificates and other documents referred to in this Agreement, and (E) the due performance or satisfaction by the Issuer at or prior to the Closing of all agreements then to be satisfied.

13. Establishment of Issue Price for the Series 2019A Bonds

(A) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2019A Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2019A Bonds.

(B) [Except as otherwise set forth in Schedule I attached hereto,] the Issuer will treat the first price at which 10% of each maturity of the Series 2019A Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2019A Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Series 2019A Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2019A Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Series 2019A Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2019A Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Issuer or Bond Counsel.] For purposes of this Section, if Series 2019A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2019A Bonds.

(C) The Underwriter confirms that it has offered the Series 2019A Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2019A Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2019A Bonds, the Underwriter will neither offer nor sell unsold Series 2019A Bonds of that maturity

to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2019A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2019A Bonds to the public at a price that is no higher than the initial offering price to the public.

(D) The Underwriter confirms that:

- (i) any selling group agreement and any third-party distribution agreement (to which the Underwriter is a party) relating to the initial sale of the Series 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A)(i) to report the prices at which it sells to the public the unsold Series 2019A Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Series 2019A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2019A Bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter, (B) to promptly notify the Underwriter of any sales of Series 2019A Bonds that, to its knowledge, are made to a Underwriter who is a related party to an underwriter participating in the initial sale of the Series 2019A Bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.
- (ii) any selling group agreement relating to the initial sale of the Series 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2019A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2019A Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Series 2019A Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2019A Bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of

the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(E) The Issuer acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2019A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2019A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019A Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2019A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2019A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2019A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019A Bonds.

(F) The Underwriter acknowledges that sales of any Series 2019A Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2019A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2019A Bonds to the public),
- (iii) a Underwriter of any of the Series 2019A Bonds is a “related party” to an underwriter if the underwriter and the Underwriter are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other),

and

- (iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

14. Accountants’ Letter

No Accountants’ letters will be delivered in connection with issuance of the Securities.

15. No Indemnification; Limitation of Liability

It is understood and agreed that the Issuer is a constituent agency of the State of South Dakota and that it has not been authorized to enter into a contract of indemnity for the benefit of a third party or parties. It is understood and agreed further that no member of the Issuer and no officer, agent or employee thereof, shall be charged personally by the Underwriter with any liability, or held liable to the Underwriter under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

16. Termination

The Underwriter shall have the right to cancel its obligation to purchase the Securities and to terminate this Agreement by written notice to the Issuer if, between the Effective Date to and including the Closing Date, in the Underwriter’s sole and reasonable judgment any of the following events shall occur (each a “Termination Event”):

- (a) the market price or marketability of the Securities, or the ability of the Underwriter to enforce contracts for the sale of the Securities, shall be materially adversely affected by any of the following events:
 - (i) any legislative, executive or regulatory action or any court decision which, in the judgment of the Underwriter, casts sufficient doubt on the legality of the Securities, or the exclusion from gross income for federal income tax purposes of interest on the Series 2019A so as to materially impair the marketability or lower the market price of such obligations or otherwise make it impracticable or inadvisable to proceed with the offering or delivery of the Securities on the terms and in the manner contemplated in this Agreement and the Official Statement; or
 - (ii) (1) An outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or
 - (iii) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

- (iv) legislative action shall have been taken by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, which in the judgment of the Underwriter, results in any obligations of the general character of the Securities, the Bond Resolution or the Issuer Documents, or any comparable securities of the Issuer, not being exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or
- (v) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or
- (vi) any rating on securities of the Issuer which are secured by a pledge or application of the Pledged Revenues and Income on a parity with the Securities is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency: or
- (vii) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information. or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Securities or the ability of the Underwriter to enforce contracts for the sale of the Securities; or
- (b) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or
- (c) a material disruption in securities settlement, payment or clearance services affecting the Securities shall have occurred; or
- (d) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or
- (e) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Securities, including the underlying obligations as contemplated by this Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Securities, is or would be in violation of any provision of the federal securities laws

at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Agreement shall terminate, without further liability except that the Issuer and the Underwriter shall pay their respective expenses as set forth in Section 17.

17. Payment of Expenses

- (a) The Issuer shall pay from available funds or direct the Registrar under the Bond Resolution and the Issuer Documents to pay from the proceeds of the Securities (to the extent permitted under applicable law) or from other funds of the Issuer, all expenses that are incidental to the performance of the Issuer's obligations under this Agreement, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official Statement and any amendment or supplement to either; all expenses in connection with the printing, issuance and delivery of the Securities; the fees and expenses of Bond Counsel, Issuer's Counsel and Underwriter's Counsel; the fees and expenses of the Issuer's financial advisors, Accountants, any verification consultant and all other consultants; the fees and disbursements of any Registrar, any Paying Agent and any escrow agent, and their respective counsel; all expenses in connection with obtaining a rating or ratings for the Securities; all expenses of the Issuer in connection with the preparation, printing, execution and delivery, and any recording or filing, of the Bond Resolution, any Issuer Document or any other instrument; the Issuer's administrative fees; all fees and expenses in connection with any interest rate swap agreement and related transactions; and all other expenses and costs of the Issuer incident to its obligations in connection with the authorization, issuance, sale and distribution of the Securities. Unless the Issuer and the Underwriter otherwise agree, the Issuer shall pay for all incidental costs (including, but not limited to, transportation, lodging, meals and entertainment of Issuer personnel) incurred by or on behalf of the Issuer in connection with the marketing, issuance and delivery of the Securities. The Underwriter agrees to make payment of invoices presented prior to Closing on behalf of the Issuer from the Purchase Price.
- (b) The Underwriter shall pay the costs of qualifying the Securities for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Securities, and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Securities.

18. Notices

Any notice or other communication to be given to the Issuer under this Agreement may be given by certified mail or by delivering the same in writing to the Issuer at South Dakota Board of Regents, 306 East Capitol Avenue, Suite 200, Pierre, South Dakota 57501, Attention: Heather Forney, Vice President of Finance and Administration, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to the Underwriter at Piper Jaffray & Co., 444 West Lake Street, Suite 3300, Chicago, IL 60606, Attention: Neil Pritz, or to such other addresses

as one party shall furnish the other in writing for receipt of notice.

19. Governing Law

This Agreement shall be governed by the laws of the State of South Dakota.

20. Miscellaneous

This Agreement is made solely for the benefit of the signatories hereto (including the Underwriter and its successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof. Neither the Issuer nor the Underwriter may assign this Agreement. The term “successor” shall not include any holder of any Securities merely by virtue of such holding. All representations, warranties, agreements and indemnities contained in this Agreement shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Securities and any termination of this Agreement. Section headings have been included in this Agreement as a matter of convenience of reference only and are not to be used in the interpretation of any provisions of this Agreement. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

21. Counterparts

This Agreement may be executed in one or more counterparts with the same force and effect as if all signatures appeared on a single instrument.

22. Signatures

Upon execution by the Issuer and the Underwriter, this Agreement shall be binding upon the Issuer and the Underwriter as of the Effective Date and Time.

ACCEPTED AND AGREED:

ISSUER:

SOUTH DAKOTA BOARD OF REGENTS

By: _____

Name: _____

Title: _____

*EXECUTION PAGE TO BOND PURCHASE
AGREEMENT*

UNDERWRITER:

PIPER JAFFRAY & CO.

By: _____

Name: _____

Title: _____

*EXECUTION PAGE TO BOND PURCHASE
AGREEMENT*

Schedule I

Terms of the Securities**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES AND CUSIPS****SOUTH DAKOTA BOARD OF REGENTS**

\$ _____

**HOUSING AND AUXILIARY FACILITIES SYSTEM
REVENUE BONDS, SERIES 2019A**

\$ _____ Serial Bonds

Maturity (April 1)	Principal Amount	Interest Rate	Price	CUSIP
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				

\$ _____ % Term Bonds due April 1, 2044 Price: _____ %* CUSIP:

\$ _____
HOUSING AND AUXILIARY FACILITIES SYSTEM
TAXABLE REFUNDING REVENUE BONDS, SERIES 2019B

Maturity (April 1)	Principal Amount	Interest Rate	Price	CUSIP
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				

\$ _____ % Term Bonds due April 1, 2036 Price: _____%* CUSIP:

Optional Redemption of Series 2019 Bonds

The Series 2019A Bonds maturing on or after April 1, 2031, are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity as determined by the Board, on any date occurring on or after April 1, 2030, at a price equal to the principal amount of Series 2019A Bonds to be redeemed plus accrued interest to the date of redemption.

The Series 2019B Bonds maturing on or after April 1, 2031 are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity as determined by the Board, on any date occurring on or after April 1, 2030, at a price equal to the principal amount of the Series 2019B Bonds to be redeemed plus accrued interest to the date of redemption.

Mandatory Redemption of Term Series 2019 Bonds

The Series 2019A Bonds maturing on April 1, 2044 are subject to mandatory sinking fund redemption prior to maturity, in integral multiples of \$5,000 selected by the Bond Registrar, on April 1 of the years and in the principal amounts shown below, at a redemption price equal to the principal amount of Series 2019A Bonds to be redeemed plus accrued interest thereon to the redemption date but without premium.

Series 2019A Bonds Maturing on April 1, 2044

Year	Amount
2040	
2041	
2042	
2043	
2044*	

* Final maturity.

The Series 2019B Bonds maturing on April 1, 2036 are subject to mandatory sinking fund redemption prior to maturity, in integral multiples of \$5,000 selected by the Bond Registrar, on April 1 of the years and in the principal amounts shown below, at a redemption price equal to the principal amount of Series 2019B Bonds to be redeemed plus accrued interest thereon to the redemption date but without premium.

Series 2019B Bonds Maturing on April 1, 2036

Year	Amount
2030	
2031	
2032	
2033	
2034	
2035	
2036*	

* Final maturity.

Exhibit A

Legal Opinion of Issuer's Counsel

December __, 2019

Piper Jaffray & Co.
444 West Lake Street, Suite 3300
Chicago, IL 60606

Ladies and Gentlemen:

I am counsel for the South Dakota Board of Regents (the "Board"). As such, I am familiar with the proceedings of the Board in connection with the issuance by the Board of its \$_____ Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the "Series 2019A Bonds"), and \$_____ Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (the "Series 2019B Bonds," and, collectively with the Series 2019A, the "Bonds") and in connection with the issuance of such Bonds, I have examined (i) a Bond Resolution adopted on October 21, 2004, as supplemented and amended by the First Supplemental Revenue Bond Resolution adopted by the Board on December 6, 2005 (as amended), a Second Supplemental System Revenue Bond Resolution adopted by the Board on November 22, 2006 (as amended), a Third Supplemental System Revenue Bond Resolution adopted by the Board on December 13, 2007 (as amended), a Fourth Supplemental System Revenue Bond Resolution adopted by the Board on March 29, 2008 (as amended), a Fifth Supplemental System Revenue Bond Resolution adopted by the Board on October 22, 2008 (as amended), a Sixth Supplemental System Revenue Bond Resolution adopted by the Board on May 21, 2009 (as amended), a Seventh Supplemental System Revenue Bond Resolution adopted by the Board on October 12, 2011 (as amended), an Eighth Supplemental System Revenue Bond Resolution adopted by the Board on December 12, 2012, an Amended and Restated Ninth Supplemental System Revenue Bond Resolution adopted by the Board on December 4, 2013 (as amended), a Tenth Supplemental System Revenue Bond Resolution adopted by the Board on August 14, 2014, an Eleventh Supplemental System Revenue Bond Resolution adopted by the Board on December 2, 2015, a Twelfth Supplemental System Revenue Bond Resolution adopted by the Board on December 7, 2016, a Thirteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 6, 2017, a Fourteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 11, 2019, and as hereafter supplemented and amended (collectively, the "Bond Resolution"), (ii) the Bond Purchase Agreement dated December 12, 2019 (the "Bond Purchase Agreement"), between the Board and Piper Jaffray & Co. (the "Underwriter"), (iii) the Preliminary Official Statement of the Board relating to the Bonds dated December , 2019 (the "Preliminary Official Statement"), (iv) the Final Official Statement of the Board relating to the Bonds dated December 12, 2019 (the "Final Official Statement"), (v) the Escrow Agreement dated December 23, 2019 between the Board and First Bank & Trust, Brookings, South Dakota, as escrow agent, and (vi) the Continuing Disclosure Agreement dated December 23, 2019 (the "Continuing Disclosure Agreement").

Based on the foregoing and such other investigations, as I have deemed necessary, it is my opinion that:

1. The Board is a duly organized and validly existing body corporate and politic under the laws of the State of South Dakota.

2. The Bond Resolution has been duly adopted by the Board, has not been amended, modified, supplemented or repealed, and remains in full force and effect. The Board has duly authorized the execution, delivery and due performance of the Bond Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Agreement and the Final Official Statement and the Bonds and the taking of any action as may be required on the part of the Board to consummate the transactions contemplated therein. Except as may be required under the securities laws of any state, there is no consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the Board and no election or referendum of or by any person, organization or public body whatsoever required in connection with any of the foregoing actions. There are no provisions of South Dakota law which would allow, as of the date hereof or any date subsequent hereto, any public vote or referendum, the results of which could invalidate the Bond Resolution, or invalidate, limit or condition the obligations of the Board undertaken in the Bond Purchase Agreement or in connection with the transactions contemplated thereby.

3. The Board has full legal right, power and authority pursuant to the Constitution and laws of the State of South Dakota, and particularly the Board of Regents Revenue Bond Act of 1971, as amended, (the "Act"), to: (1) enter into the Bond Purchase Agreement, (2) adopt the Bond Resolution; (3) prepare the Preliminary Official Statement and the Final Official Statement and authorize their distribution by the Underwriter; (4) execute the Final Official Statement, (5) execute the Escrow Agreement and the Continuing Disclosure Agreement; (6) issue, sell and deliver the Bonds as provided in the Bond Purchase Agreement; (7) perform its obligations under and as contemplated in the Bond Purchase Agreement, Escrow Agreement, the Continuing Disclosure Agreement, the Bond Resolution and the Bonds; and (8) carry out and consummate all the transactions contemplated by the foregoing documents.

4. The Bond Purchase Agreement has been duly authorized, executed and delivered by the Board, and constitutes the legal, valid and binding obligation of the Board, enforceable in accordance with its terms except that the enforcement of the provisions thereof may be limited by any applicable law relative to bankruptcy, reorganization, insolvency, or other similar laws now or hereafter in effect, affecting the enforcement of creditors' rights generally.

5. Each of the Escrow Agreement and the Continuing Disclosure Agreement has been duly authorized, executed and delivered by the Board, and constitutes the legal, valid and binding obligation of the Board, enforceable in accordance with its terms except that the enforcement of the provisions thereof may be limited by any applicable law relative to bankruptcy, reorganization, insolvency, or other similar laws now or hereafter in effect, affecting the enforcement of creditors' rights generally.

6. The execution and delivery of the Final Official Statement, the Escrow Agreement, the Continuing Disclosure Agreement, the Bond Purchase Agreement and the Bonds, the adoption of the Bond Resolution, and compliance with the provisions thereof, and the consummation by the Board of the transactions contemplated by the aforesaid documents, do not and will not conflict with or result in a violation of the Constitution of the State of South Dakota or the Act or any other laws of the State of South Dakota or the United States of America, including, without limitation, any debt limitations or other restrictions or conditions on debt-issuing power of the Board, and will not conflict with or result in any violation of, or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions

or provisions of any judgment, decree, loan agreement, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which the Board is a party or by which it is bound.

7. No action, suit, inquiry, investigation or proceeding, at law or in equity, to which the Board is a party is pending and, to the best of my knowledge no action, suit, inquiry, investigation or proceeding is threatened, in or before any court, governmental agency, authority, body or arbitrator, in any way affecting:

(a) the existence of the Board or the title of any official of the Board to such person's office, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds or the execution and delivery of the Bond Purchase Agreement, the Escrow Agreement or the Continuing Disclosure Agreement; or

(b) the pledge of and lien on:

(i) with respect to the Series 2019A Bonds; (1) the Net Revenues of the DSU Institutional System; (2) uncommitted funds of the Repair and Replacement Reserve Account of DSU; (3) Net Revenues of the other Institutions, but only after provision for payment of interest due on the next interest payment date and one-half of the principal due on the Bonds issued on behalf of such Institutions within the succeeding 12 months; (4) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions, in an amount and from such Institutions as determined by the Executive Director; and (5) such other funds which may be pledged or used as authorized by the Act, and

(ii) with respect to the Series 2019B Bonds, (1) the Net Revenues of the NSU Institutional System; (2) uncommitted funds of the Repair and Replacement Reserve Account of NSU; (3) Net Revenues of the other Institutions, but only after provision for payment of interest due on the next interest payment date and one-half of the principal due on the Bonds issued on behalf of such Institutions within the succeeding 12 months; (4) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions, in an amount and from such Institutions as determined by the Executive Director; and (5) such other funds which may be pledged or used as authorized by Act, all of which secure the payment of the principal of or interest on the Series 2019B Bonds, or

(c) in any way contesting or affecting the validity or enforceability of the Bond Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Agreement, the Bond Resolution or the Bonds and related documents, or any agreement or instrument relating to the foregoing, or

(d) contesting in any way the completeness or accuracy of the Final Official Statement, or

(e) the power or authority of the Board with respect to the Bond Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Agreement, the Bond Resolution or the Bonds, or

(f) with respect to the establishing of rents, fees, charges and admissions for

the System (as defined in the Bond Resolution), or

(g) the exclusion of interest on the Series 2019A Bonds from the gross income of the owners thereof for federal income tax purposes.

8. There is no litigation pending against the Board or relating to the System, or to my knowledge threatened, which in any way questions or affects the validity of the Bonds or any proceedings or transactions relating to their issuance, sale and delivery or affecting the validity of the establishment of the System or any transaction incidental thereto.

9. Based upon my participation in the preparation of the Preliminary Official Statement and the Final Official Statement and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained therein, nothing has come to my attention which would lead me to believe that the material contained in the Final Official Statement (except as to financial information and statistical data included therein and in any appendices thereto, as to which no opinion is expressed) contains any untrue statement of material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Very truly yours,

Exhibit B
Form of Issue Price Certificate

Form of Issue Price Certificate**CERTIFICATE OF PURCHASER**

The undersigned, on behalf of Piper Jaffray & Co. (the “*Purchaser*”), hereby certifies as set forth below with respect to the sale and issuance of the \$_____ Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the “*Bonds*”) issued by the South Dakota Board of Regents (the “*Issuer*”).

I. General

The Purchaser, as underwriter of the Bonds, and the Issuer have executed a bond purchase agreement in connection with the Bonds on the Sale Date (the “*Agreement*”). The Purchaser has not modified the Agreement since its execution on the Sale Date.

II. Price**General Rule Only, All Maturities Sold by Closing**

As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A*.

General Rule Only, Not all Maturities Sold

1. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A* (the “*First Sale Price*”).

2. Expected First Sale Price.

With respect to each of the Maturities of the Bonds other than the General Rule Maturities:

(a) As of the date of this certificate, the Purchaser has not sold at least 10% of the Bonds of this Maturity at any price.

(b) As of the date of this certificate, the Purchaser reasonably expects that the first sale to the Public of an amount of Bonds of this Maturity equal to 10% or more of this Maturity will be at or below the Expected Sale Price listed on the attached *Schedule A* (the “*Expected First Sale Price*”).

All Maturities use Hold the Offer Price

1. The Purchaser offered the Bonds to the Public for purchase at the respective initial offering prices listed in *Schedule A* (the “*Initial Offering Prices*”) on or before the Sale Date. A

copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as *Schedule B*.

2. As set forth in the Agreement, the Purchaser agreed in writing that, (i) for each Maturity, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*Hold-the-Offering-Price Rule*”), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement would contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-the-Offering-Price Rule.

3. No Underwriter (as defined below) has offered or sold any Bonds of any Maturity at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

Some Maturities Use Hold the Offer Price

1. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in *Schedule A*.

2. A. The Purchaser offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in *Schedule A* (the “*Initial Offering Prices*”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as *Schedule B*.

B. As set forth in the Agreement, the Purchaser has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “*Hold-the-Offering-Price Rule*”), and (ii) any selling group agreement would contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement would contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the Hold-the-Offering-Price Rule.

C. No Underwriter (as defined below) has offered or sold any Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity during the Holding Period.

III. Defined Terms

[1. *General Rule Maturities* means those Maturities of the Bonds not listed in *Schedule A* hereto as the “Hold-the-Offering-Price Maturities.”]

[2. *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in *Schedule A* hereto as the “Hold-the-Offering-Price Maturities.”]

[3. *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (said fifth business day being December ___, 2019), or (ii) the date on which the Purchaser has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

4. *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

5. *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

6. A person is a “*Related Party*” to an Underwriter if the Underwriter and the person are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

7. *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December ___, 2019.

8. *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, including, specifically, the Purchaser, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

IV. Representations

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the

Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in its documents and with respect to compliance with the federal income tax rules affecting the Bonds, and by Chapman and Cutler LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

IN WITNESS WHEREOF, I hereunto affix my signature, this ____ day of December, 2019.

PIPER JAFFRAY & CO.

By: _____
Title: _____

ESCROW AGREEMENT

dated December 23, 2019

between

SOUTH DAKOTA BOARD OF REGENTS

and

FIRST BANK & TRUST, as Escrow Agent

\$ __,000,000

SOUTH DAKOTA BOARD OF REGENTS
HOUSING AND AUXILIARY FACILITIES SYSTEM TAXABLE REFUNDING REVENUE BONDS,
SERIES 2019B

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ESCROW AGREEMENT

This Escrow Agreement is dated December __, 2019, between the South Dakota Board of Regents (the “*Board*”), and First Bank & Trust, Brookings, South Dakota (the “*Escrow Agent*”), in consideration of the mutual promises and agreements herein set forth:

WITNESSETH:

ARTICLE I

DEFINITIONS

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

“*Agreement*” means this Escrow Agreement between the Board and the Escrow Agent.

“*Board*” means the South Dakota Board of Regents.

“*Bond Registrar*” means First Bank & Trust, Brookings, South Dakota, as bond registrar and paying agent for the Refunded Bonds, and any successor thereto.

“*Bond Resolution*” means the Amended and Restated Bond Resolution adopted by the Board on October 21, 2004, as amended and supplemented, providing for the issuance of the Refunded Bonds and the Bonds.

“*Bonds*” means the \$__,000,000 Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B, dated December 23, 2019, authorized to be issued by the Bond Resolution.

“*Code*” means Section 148 of the Internal Revenue Code of 1986, as amended, and all lawful regulations promulgated thereunder.

“*Escrow Agent*” means First Bank & Trust, Brookings, South Dakota, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

“*Escrow Fund*” means the trust fund designated as the Escrow Fund under the Fourteenth Supplemental System Revenue Bond Resolution of the Board adopted on December 11, 2019, and established under this Agreement with the Escrow Agent, comprised of the Government Securities and the Beginning Deposit.

“*Government Securities*” means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest deposited hereunder as more particularly described in *Exhibit A* to this Agreement and also including any direct obligations purchased pursuant to Section 3.02.

“*NSU*” means Northern State University.

“*Redemption Date*” means April 1, 2021.

“*Refunded Bonds*” means the outstanding bonds of the Board as follows:

\$4,295,000 Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, dated November 17, 2011, being the NSU portion of the bonds outstanding from an issue in the principal amount of \$63,480,000 (of which \$5,780,000 was originally apportioned to NSU), fully registered and without coupons, due on April 1 of the years, in the principal amounts and bearing interest at the interest rates as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
2022	205,000	5.000
2023	215,000	5.000
2024	225,000	5.000
2025	235,000	3.625
2026	245,000	3.750
2027	255,000	5.000
2028	265,000	5.000
2029	280,000	5.000
2030	295,000	5.000
2031	310,000	5.000
2033	665,000	4.250
2036	1,100,000	4.375

ARTICLE II

CREATION OF ESCROW

Section 2.01. The Board by the Bond Resolution has authorized the issue and delivery of the Bonds, proceeds of which, together with certain funds of the Board on hand and legally available for such purpose, are to be used, among other purposes, to refund the Refunded Bonds and to purchase on behalf of the Board the Government Securities. Such deposit and securities will provide all moneys necessary to pay the principal of and interest on the Refunded Bonds when due and upon redemption prior to maturity on the Redemption Date. The Refunded Bonds

shall be called for redemption on the Redemption Date at a redemption price of 100% of the principal amount thereof, plus accrued interest to the Redemption Date.

Section 2.02. Provision for the payment of the Refunded Bonds is hereby made in accordance with Section 28 of the Bond Resolution by the deposit by the Board with the Escrow Agent of \$_____ from the proceeds of the Bonds for the purchase of Government Securities and the funding of a beginning cash escrow deposit on demand in the amount of \$_____ (the “*Beginning Deposit*”). The Beginning Deposit and the Government Securities are held in an irrevocable escrow fund for the Board to the benefit of the holders of the Refunded Bonds to pay the principal of and interest on the Refunded Bonds when due and on the Redemption Date.

Section 2.03. The Escrow Agent and the Board have each received the report of Robert Thomas CPA, LLC, Certified Public Accountants, Overland Park, Kansas, attached hereto as *Exhibit B* (the “*Verification Report*”) that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the Beginning Deposit, will be sufficient, at all times pending the final payment of the Refunded Bonds, to pay all of the principal of and interest on the Refunded Bonds when due and on the Redemption Date as evidenced by the Verification Report.

ARTICLE III

COVENANTS OF ESCROW AGENT

The Escrow Agent covenants and agrees with the Board as follows:

Section 3.01. The Escrow Agent will hold the Government Securities and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate escrow fund for the sole and exclusive benefit of the holders of the Refunded Bonds until final payment thereof.

Section 3.02. The Beginning Deposit and any available uninvested balances in the Escrow Fund (other than amounts to be reinvested as described below) shall be held by the Escrow Agent in a FDIC-insured account at or below the insured limit. The Escrow Agent will reinvest all available uninvested balances (rounded down to an even \$1.00) in the Escrow Fund on deposit from time to time, whenever said balances exceed \$1,000. Investments so made shall be in direct obligations of or obligations guaranteed by the full faith and credit of the United States of America and shall be scheduled to mature on or prior to the Redemption Date on which such proceeds will be needed to pay the principal of and interest on the Refunded Bonds.

If the Department of the Treasury (or the Bureau of Public Debt) of the United States suspends the sale of zero-yield obligations issued directly by the Bureau of Public Debt of the United States Treasury (currently designated “*U. S. Treasury Securities—State and Local Government Series Certificates of Indebtedness, Notes or Bonds*”) (“*SLGS*”) causing the Escrow Agent to be unable to purchase SLGS, then the Escrow Agent will take the following actions.

On the date it would have purchased SLGS had it been able to do so, the Escrow Agent will purchase direct obligations of or obligations guaranteed by the full faith and credit of the United States maturing no more than 90 days after the date of purchase (the “*Alternate Investment*”). The purchase price of the Alternate Investment shall be as close as possible to the principal amount of the SLGS that would have been purchased on such date if they had been available for purchase. The Escrow Agent will purchase each Alternate Investment at a price no higher than the fair market value of the Alternate Investment and will maintain records demonstrating compliance with this requirement. On the maturity of each Alternate Investment, the Escrow Agent shall pay the difference between the total of the receipts on the Alternate Investment and the purchase price of the Alternate Investment to the Board with a notice to the Board that such amount must be paid to the Internal Revenue Service pursuant to Rev. Proc. 95-47 or successor provisions including any finalized version of Prop. Treas. Reg. Section 1.148-5(c). If the Alternate Investment matures more than 14 days prior to the Redemption Date for the payment of principal of and interest on the Refunded Bonds, the Escrow Agent shall treat such amounts as an uninvested balance available for reinvestment and shall take all reasonable steps to invest such amounts in SLGS (or additional Alternate Investments as provided in this Section).

The Escrow Agent shall hold balances not so invested in the Escrow Fund on demand for the purposes hereof and shall secure same in accordance with applicable South Dakota law for the securing of public funds.

Section 3.03. The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly apply the same as necessary to the payment of principal of and interest on the Refunded Bonds when due and on the Redemption Date as herein provided.

Section 3.04. The Escrow Agent will remit to the Bond Registrar, in good funds on or before the Redemption Date, moneys sufficient to pay the principal of and interest on the Refunded Bonds when due and on the Redemption Date, and such remittances shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.05. The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Bond Registrar or the bond registrar and paying agent on the Bonds, and the Board either paid such fees, charges and expenses in advance as set forth in Section 3.06 hereof or covenants to pay the same as they become due.

Section 3.06. The charges, fees and expenses of the Escrow Agent (other than any charges, fees and expenses incurred pursuant to Section 3.07 hereof) have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom. The Escrow Agent is also providing bond registrar and paying agent services for the Bonds, and the acceptance fee and first annual fee of the Escrow Agent for such bond registrar and paying agent services have been paid in advance, and all remaining charges, fees or expenses of the Escrow Agent for such services shall be paid by the Board upon receipt of invoices therefor. The amounts in the Escrow Fund shall be used solely to make principal and interest payments on the Refunded Bonds.

Section 3.07. The Board will call the Refunded Bonds for redemption on the Redemption Date, and on the Redemption Date hereby directs the Escrow Agent to transfer to the Bond Registrar the amount of principal of and interest on the Refunded Bonds on the Redemption Date. The Escrow Agent will cause the Bond Registrar to provide for and give timely notice of the call for redemption of the Refunded Bonds. The form of the notice of redemption is attached hereto as *Exhibit C*. Notice of such redemption shall be given by mailing a copy of the redemption notice by first class mail at least 30 days prior to the Redemption Date to The Depository Trust Company. The Board shall reimburse the Bond Registrar for any actual out of pocket expenses incurred in the giving of such notice, but the failure of the Board to make such payment shall not in any respect whatsoever relieve the Escrow Agent from carrying out any of the duties, terms or provisions of this Agreement.

The Escrow Agent shall also cause the Bond Registrar to give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access (“EMMA”) system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

Section 3.08. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the Board to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

Section 3.09. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Bonds or the Refunded Bonds.

Section 3.10. The Escrow Agent will submit to the Board a statement within 45 days after April 1 and October 1 of each calendar year, beginning April 1, 2020, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six month period (or, for the first period, from the date of delivery of the Bonds to April 1, 2020), and also listing the Government Securities on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

Section 3.11. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Securities and the Beginning Deposit in the Escrow Fund will not be

sufficient to make any payment of principal or interest due to the holders of any of the Refunded Bonds, the Escrow Agent shall notify the Board, not less than five days prior to such date, and the Board agrees that it will from any funds legally available for such purpose make up the anticipated deficit so that no default in the making of any such payment will occur.

Section 3.12. Upon the execution and delivery of this Agreement, the Refunded Bonds shall cease to be entitled to any lien, benefit or security under the Bond Resolution. The liability of the Board in respect to the Refunded Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Government Securities deposited with the Escrow Agent hereunder.

ARTICLE IV

COVENANTS OF THE BOARD

The Board covenants and agrees with the Escrow Agent as follows:

Section 4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the Board herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Bond Resolution, and (c) any undertaking or statement of the Board hereunder or under the Bond Resolution.

Section 4.02. All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the Board.

Section 4.03. The Board will take any and all further action necessary to ensure that adequate provision is made for the payment of the principal of and interest on the Refunded Bonds and that the Refunded Bonds are not classified as “arbitrage bonds” under the Code.

ARTICLE V

AMENDMENTS, REINVESTMENT OF FUNDS, IRREVOCABILITY OF AGREEMENT

Section 5.01. Except as provided in Section 5.03 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.02. Except as provided in Section 5.03 hereof, all of the rights, powers, duties and obligations of the Board hereunder shall be irrevocable and shall not be subject to amendment by the Board and shall be binding on any successor to the officials now comprising the Board during the term of this Agreement.

Section 5.03. This Agreement may be amended or supplemented, and the Government Securities or any portion thereof may be sold, redeemed, invested or reinvested, in any manner provided (any such amendment, supplement, or direction to sell, redeem, invest or reinvest to be referred to as a “*Subsequent Action*”), upon submission to the Escrow Agent of each of the following:

(1) Certified copy of proceedings of the Board authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the Board.

(2) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action has been duly authorized by the Board and will not adversely affect the tax-exempt status of the interest on the Refunded Bonds nor violate the covenants of the Board not to cause the Refunded Bonds to become “arbitrage bonds” under the Code, and that the Subsequent Action does not materially adversely affect the legal rights of the holders of the Bonds or the Refunded Bonds.

(3) An opinion of a firm of nationally recognized independent certified public accountants or consultants nationally recognized as having an expertise in the area of refunding escrows that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the principal of and interest on the Refunded Bonds will remain sufficient to pay when due all principal of and interest on the Refunded Bonds after the taking of the Subsequent Action.

ARTICLE VI

MERGER, CONSOLIDATION, RESIGNATION OR REMOVAL OF ESCROW AGENT

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent’s rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days’ written notice to the Board, and such resignation shall take effect upon the appointment of a successor escrow agent by the Board. The Board may select as successor escrow agent any financial institution with capital, surplus and undivided profits of at least \$75,000,000 and having a corporate trust office within the State of South Dakota, and which is authorized to maintain trust accounts for municipal corporations in the State of South Dakota under applicable law.

The Escrow Agent may be removed upon 30 days' written notice, with or without cause, and a new escrow agent may be appointed by the Board. In that event, the Board shall deliver written notice to the Escrow Agent of removal together with written instructions authorizing delivery of this Agreement together with the funds in the Escrow Fund and any and all related instruments or documents to a successor escrow agent in accordance with the provisions of this Article, and such removal shall take effect upon the appointment of such successor escrow agent by the Board.

ARTICLE VII

NOTICES TO THE BOARD AND THE ESCROW AGENT

Section 7.01. All notices and communications to the Board shall be addressed in writing to: South Dakota Board of Regents, 306 East Capitol Avenue, Suite 200, Pierre, South Dakota 57501.

Section 7.02. All notices and communications to the Escrow Agent shall be addressed in writing to: First Bank & Trust, 520 6th Street, Brookings, South Dakota 57006, Attention: Corporate Trust.

ARTICLE VIII

TERMINATION OF AGREEMENT

Section 8.01. Upon final disbursement of funds sufficient to pay the principal of and interest on the Refunded Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Fund to the Board for deposit in the Series 2019 Bond and Interest Subaccount of NSU under the Bond Resolution, in such amount as directed by the Executive Director of the Board, and thereupon this Agreement shall terminate.

ARTICLE IX

ADDITIONAL REPRESENTATIONS

Section 9.01. The Escrow Agent is using its corporate trust department to hold the Government Securities; the Government Securities are irrevocably deposited with the escrow agent; the Government Securities are free and clear of all claims and liens; the Government Securities are pledged to the holders of the Refunded Bonds (with respect to the principal and interest thereon); the Government Securities are segregated from other assets held by the Escrow Agent; and the Escrow Agent is prohibited from asserting any claim on the Government Securities for the nonpayment of fees.

ARTICLE X

EXECUTION IN COUNTERPARTS

Section 10.01. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the South Dakota Board of Regents has caused this Agreement to be signed in its name by its President and to be attested by its Executive Director under its corporate seal hereunto affixed; and First Bank & Trust, Brookings, South Dakota, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers, all this 23rd day of December, 2019.

SOUTH DAKOTA BOARD OF REGENTS

By _____
President

ATTEST:

Executive Director

[SEAL]

FIRST BANK & TRUST, BROOKINGS, SOUTH
DAKOTA

By _____
Its _____

[SIGNATURE PAGE TO ESCROW AGREEMENT]

EXHIBIT A**GOVERNMENT SECURITIES**

Government Securities:

TYPE OF
SECURITYMATURITY
DATEMATURITY
VALUE

RATE

Beginning Deposit: \$

EXHIBIT B

VERIFICATION REPORT

[Delivered as Item ____ of the Closing Transcript]

EXHIBIT C

NOTICE OF REDEMPTION TO THE OWNERS OF

**South Dakota Board of Regents
Housing and Auxiliary Facilities System Revenue Bonds, Series 2011**

Dated: November 17, 2011

<u>DUE</u> <u>APRIL 1</u>	<u>ORIGINAL PRINCIPAL</u> <u>AMOUNT ISSUED (\$)</u>	<u>ORIGINAL PRINCIPAL</u> <u>AMOUNT REDEEMED (\$)</u>	<u>INTEREST</u> <u>RATE (%)</u>	<u>CUSIP*</u> <u>NUMBER (837542)</u>
2022	2,290,000	205,000	5.000	DB2
2023	2,405,000	215,000	5.000	DC0
2024	2,525,000	225,000	5.000	DD8
2025	2,650,000	235,000	3.625	DE6
2026	2,750,000	245,000	3.750	DF3
2027	2,855,000	255,000	5.000	DG1
2028	2,995,000	265,000	5.000	DH9
2029	3,145,000	280,000	5.000	DJ5
2030	3,300,000	295,000	5.000	DK2
2031	3,465,000	310,000	5.000	DL0
2033	7,435,000	665,000	4.250	DP1
2036	12,385,000	1,100,000	4.375	DM8

NOTICE IS HEREBY GIVEN that a portion of the outstanding above-captioned Bonds (the “*Bonds*”) in the amounts described above have been called by the South Dakota Board of Regents (the “*Board*”) for optional redemption on April 1, 2021 (the “*Redemption Date*”) at a redemption price equal to 100% of the principal amount of the Bonds plus interest accrued to the Redemption Date.

Payment of the redemption price will be made on the Redemption Date, upon the presentation of the Bonds at the offices of First Bank & Trust, as Bond Registrar, at the following address:

First Bank & Trust
520 6th Street
Brookings, South Dakota 57006
Attn: Corporate Trust

* CUSIP data in this notice have been assigned by CUSIP Global Services LLC, managed on behalf of the American Bankers Association by S&P Capital IQ, a part of McGraw-Hill Financial, Inc., and is included solely for the convenience of the holders. Neither the Board nor the Bond Registrar shall be responsible for the correctness of the CUSIP number on the Bonds or as indicated in this redemption notice.

Notice is further given that the Bonds shall cease to bear interest from and after the Redemption Date, whether or not any such Bond is presented to the Bond Registrar on said date.

Each owner of any Bond so called for redemption prior to maturity must also submit a completed IRS Form W-9, certifying his or her tax identification number, to the Bond Registrar with such Bond. An IRS Form W-9 is available, and may be obtained from any local bank or broker. Failure to submit such an IRS Form W-9 with any Bond so called for prior redemption and presented for payment will result in a withholding of 28% of the interest due to such owner pursuant to the Internal Revenue Code of 1986, as amended.

SOUTH DAKOTA BOARD OF REGENTS

By: FIRST BANK & TRUST, as Bond Registrar

Date: _____, 2021

PRELIMINARY OFFICIAL STATEMENT DATED DECEMBER 5, 2019

New Issue—Book-Entry Only

RATING: Moody's: "___"

See "BOND RATING" herein.

Subject to compliance by the Board with certain covenants, in the opinion of Chapman and Cutler LLP, Bond Counsel, under present law, interest on the Series 2019A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals. Interest on the Series 2019B Bonds is includible in gross income of the owners thereof for federal income tax purposes. See "TAX MATTERS" for a more complete discussion.

SOUTH DAKOTA BOARD OF REGENTS

\$11,500,000*

**Housing and Auxiliary Facilities System
Revenue Bonds, Series 2019A**

\$4,500,000*

**Housing and Auxiliary Facilities System
Taxable Refunding Revenue Bonds, Series 2019B**
Dated: Date of Delivery

The Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the "Series 2019A Bonds") and Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (the "Series 2019B Bonds" and, collectively with the Series 2019A Bonds, the "Series 2019 Bonds") will be issued as fully registered bonds and will be registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2019 Bonds. Payments of principal of and interest on the Series 2019 Bonds will be made to purchasers by DTC through its participants. See "BOOK ENTRY PROVISIONS." Purchases will be made in book-entry form through DTC participants only in \$5,000 denominations or integral multiples thereof. No physical delivery of the Series 2019 Bonds will be made to purchasers.

Due: April 1, as shown on the inside cover

The Series 2019 Bonds will mature on the dates and will bear interest at the rates shown on the inside front cover. Interest on the Series 2019 Bonds will be payable semi-annually on April 1 and October 1, commencing April 1, 2020. The Series 2019 Bonds are subject to redemption prior to maturity as provided herein. First Bank & Trust, Brookings, South Dakota, will serve as the bond registrar and paying agent (the "Bond Registrar") for the Series 2019 Bonds.

The Series 2019 Bonds are being issued by the South Dakota Board of Regents (the "Board") under the authority of the Board of Regents Revenue Bond Act of 1971, as amended (the "Act") and an Amended and Restated Bond Resolution dated October 21, 2004, as amended and supplemented from time to time thereafter, including a Fourteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 11, 2019 (the "Bond Resolution").

The proceeds from the sale of the Series 2019A Bonds will be used for the purpose of financing (i) the cost of constructing a new residence hall (the "Series 2019 DSU Project") for Dakota State University ("DSU"), (ii) interest on the Series 2019A Bonds relating to the Series 2019 DSU Project through April 1, 2021, and (iii) the costs of issuance of the Series 2019A Bonds. The Series 2019A Bonds are payable solely from and secured by a pledge of certain net revenues of the Housing and Auxiliary Facilities System of DSU and certain other net revenues and funds which have been authorized or pledged by the Board for payment of the Series 2019A Bonds under the Act and the Bond Resolution.

The proceeds from the sale of the Series 2019B Bonds will be used for the purpose of financing (i) the costs of refunding the Northern State University ("NSU") portion of the Board's outstanding Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, and (ii) the costs of issuance of the Series 2019B Bonds. The Series 2019B Bonds are payable solely from and secured by a pledge of certain net revenues of the Housing and Auxiliary Facilities System of NSU and certain other net revenues and funds which have been authorized or pledged by the Board for payment of the Series 2019B Bonds under the Act and the Bond Resolution.

THE SERIES 2019 BONDS ARE OBLIGATIONS OF THE BOARD PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF AND ARE NOT OBLIGATIONS GENERAL, SPECIAL, OR OTHERWISE, OF THE STATE OF SOUTH DAKOTA. THE SERIES 2019 BONDS DO NOT CONSTITUTE A DEBT, LEGAL OR MORAL, OF THE STATE OF SOUTH DAKOTA, AND ARE NOT ENFORCEABLE AGAINST THE STATE, NOR WILL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE BOARD, OR OF ANY INSTITUTION (AS DEFINED HEREIN), OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE BONDHOLDERS.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES AND CUSIPS

SEE INSIDE FRONT COVER

The Series 2019 Bonds are offered when, as and if issued by the Board and received by the Underwriter, subject to prior sale, to withdrawal or modification of the offer without notice, to the approval of legality by Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel, and certain other conditions. Certain legal matters will be subject to the approval of Nathan D. Lukkes, counsel to the Board, and certain matters will be passed upon for the Underwriter by its counsel, SJ Gray Law LLC, Chicago, Illinois. Delivery of the Series 2019 Bonds through the facilities of DTC in New York, New York, is expected to be made on or about December __, 2019.

PiperJaffray

The date of this Official Statement is December __, 2019

* Preliminary; subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES AND CUSIPs[†]**SOUTH DAKOTA BOARD OF REGENTS****\$11,500,000^{*}****HOUSING AND AUXILIARY FACILITIES SYSTEM
REVENUE BONDS, SERIES 2019A****\$ _____ Serial Bonds**

Maturity (April 1)	Principal Amount	Interest Rate	Price	CUSIP[†]
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				

\$ _____ % Term Bonds due April 1, 2044 Price: _____ %* CUSIP[†]:

[†] Copyright 2019, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services which is managed on behalf of the American Bankers Association by S&P Capital IQ, a part of McGraw-Hill Financial. The CUSIP numbers listed are being provided solely for the convenience of the bondholders only at the time of sale of the Series 2019 Bonds and the Board does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to change after the sale of the Series 2019 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2019 Bonds.

^{*} Preliminary; subject to change.

\$4,500,000*
HOUSING AND AUXILIARY FACILITIES SYSTEM
TAXABLE REFUNDING REVENUE BONDS, SERIES 2019B

Maturity (April 1)	Principal Amount	Interest Rate	Price	CUSIP[†]
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				

\$_____ % Term Bonds due April 1, 2036 Price: _____%* CUSIP[†]:

[†] Copyright 2019, American Bankers Association. CUSIP data herein is provided by CUSIP Global Services which is managed on behalf of the American Bankers Association by S&P Capital IQ, a part of McGraw-Hill Financial. The CUSIP numbers listed are being provided solely for the convenience of the bondholders only at the time of sale of the Series 2019 Bonds and the Board does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to change after the sale of the Series 2019 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2019 Bonds.

* Preliminary; subject to change.

Members of the South Dakota Board of Regents

John W. Bastian, Belle Fourche
Jim Morgan, Brookings
Pam Roberts, Pierre
Randy Schaefer, Madison
Kevin V. Schieffer, Sioux Falls
Barb Stork, Dakota Dunes
Jim Thares, Aberdeen
Joan Wink, Howes (Meade)
Lucas Lund, Sioux Falls

Officers of the Board of Regents

Kevin V. Schieffer, President
John W. Bastian, Vice-President
Jim Morgan, Secretary
Dr. Paul B. Beran, Executive Director
Heather Forney, Vice-President of Finance and Administration

Principal Administrative Officers of the System Component Institutions

Dr. Laurie Stenberg Nichols, Interim President, Black Hills State University
Dr. Jose-Marie Griffiths, President, Dakota State University
Dr. Timothy M. Downs, President, Northern State University
Dr. James Rankin, President, South Dakota School of Mines & Technology
Dr. Barry H. Dunn, President, South Dakota State University
Sheila K. Gestring, President, University of South Dakota

Counsel to Board of Regents

Nathan D. Lukkes

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REGARDING USE OF THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offering of any security other than the Series 2019 Bonds. No dealer, broker, salesman or other person has been authorized by the Board or the Underwriter to give any information or to make any representations with respect to the Series 2019 Bonds, other than those contained in this Official Statement, and if given or made, such other information or representation may not be relied upon or deemed to have been authorized by any of the foregoing named parties. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy nor shall there be any sale of the Series 2019 Bonds by a person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The Underwriter has provided the following sentence for inclusion in this Official Statement: the Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and descriptions in this Official Statement and expressions of opinion are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances create any implication that there has been no change in the affairs of the Board or any of the Institutions (as defined herein) or the information contained herein since the date hereof. Statements regarding specified documents, including the Series 2019 Bonds, are summaries of, and are subject to, the detailed provisions of such documents and are qualified in their entirety by reference to each document, copies of which will be on file with the Board and will be furnished on request. Until the issuance and delivery of the Series 2019 Bonds offered hereby, copies of the Bond Resolution may be obtained from the Underwriter.

This Official Statement contains “forward-looking statements” within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning projections, assumptions, expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

Information contained herein has been provided by the Board, the Institutions and other sources believed to be reliable.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2019 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE SERIES 2019 BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENTS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THE SERIES 2019 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE BOND RESOLUTION RELATING TO THE SERIES 2019 BONDS HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2019 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF LAW OF THE STATES IN WHICH SERIES 2019 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

SUMMARY STATEMENT

This Summary Statement is subject in all respects to more complete information contained herein. The offering of the Series 2019 Bonds to potential investors is made only by means of this Official Statement (the “*Official Statement*”). No person is authorized to detach this Summary Statement from this Official Statement or to otherwise use it without this entire Official Statement.

Definitions. Definitions of certain capitalized terms used in this Official Statement are set forth in Appendix B hereto.

Appendices. The Appendices to this Official Statement are an integral part hereof and should be read in their entirety.

The Board of Regents. The South Dakota Board of Regents (the “*Board*”) is a body corporate and politic of the State of South Dakota responsible for the governance of six state-supported universities (each an “*Institution*” and, collectively, the “*Institutions*”), including Black Hills State University (“*BHSU*”), Dakota State University (“*DSU*”), Northern State University (“*NSU*”), South Dakota School of Mines & Technology (“*SDSMT*”), South Dakota State University (“*SDSU*”), and the University of South Dakota (“*USD*”). The Board controls the Institutions, but the Board may delegate provisionally to such Institutions so much of the authority conferred on it as in its judgment seems proper and in accordance with usual custom in such cases.

The System. The Housing and Auxiliary Facilities System of the Board (the “*System*”) consists of the aggregate of the housing and auxiliary facilities (each, an “*Institutional System*”) of BHSU, DSU, NSU, SDSMT, SDSU and USD. See “THE HOUSING AND AUXILIARY SYSTEM.” herein.

Purpose of Issue. The proceeds from the sale of the Series 2019A Bonds will be used for the purpose of financing (i) the cost of constructing a new residence hall for DSU (the “*Series 2019 DSU Project*”), (ii) interest on the Series 2019A Bonds relating to the Series 2019 DSU Project through April 1 2021, and (iii) the costs of issuance of the Series 2019A Bonds.

The proceeds from the sale of the Series 2019B Bonds will be used for the purpose of financing (i) the costs of refunding the NSU portion of the Board’s outstanding Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, and (ii) the costs of issuance of the Series 2019B Bonds.

The Bond Resolution. The Series 2019 Bonds will be issued pursuant to the amended and restated bond resolution of the Board adopted on October 21, 2004, as supplemented from time to time thereafter, including a Fourteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 11, 2019, and as hereafter supplemented and amended (the “*Bond Resolution*”).

Security and Source of Payment. The Series 2019A Bonds will be payable from and secured by a pledge of and lien on:

- (a) the Net Revenues of the DSU Institutional System;
- (b) uncommitted funds of the Repair and Replacement Reserve Account of DSU;
- (c) Net Revenues of the other Institutions, but only after provision for payment of interest due on the next interest payment date and one-half of the principal due on the Bonds issued on behalf of such Institutions within the succeeding 12 months;

(d) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions, in an amount and from such Institutions as determined by the Executive Director; and

(e) such other funds which may be pledged or used as authorized by the Board of Regents Revenue Bond Act of 1971, as amended (the “Act”).

The Series 2019B Bonds will be payable from and secured by a pledge of and lien on:

(a) the Net Revenues of the NSU Institutional System;

(b) uncommitted funds of the Repair and Replacement Reserve Account of NSU;

(c) Net Revenues of the other Institutions, but only after provision for payment of interest due on the next interest payment date and one-half of the principal due on the Bonds issued on behalf of such Institutions within the succeeding 12 months;

(d) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions, in an amount and from such Institutions as determined by the Executive Director; and

(e) such other funds which may be pledged or used as authorized by Act.

THE SERIES 2019 BONDS ARE OBLIGATIONS OF THE SOUTH DAKOTA BOARD OF REGENTS PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF AND ARE NOT OBLIGATIONS GENERAL, SPECIAL, OR OTHERWISE, OF THE STATE OF SOUTH DAKOTA. THE SERIES 2019 BONDS DO NOT CONSTITUTE A DEBT, LEGAL OR MORAL, OF THE STATE OF SOUTH DAKOTA, AND ARE NOT ENFORCEABLE AGAINST THE STATE, NOR WILL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE SOUTH DAKOTA BOARD OF REGENTS, OR OF ANY INSTITUTION, OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE BONDHOLDERS.

Rate Covenant. The Board covenants in the Bond Resolution to adopt such rules and regulations as are necessary to assure occupancy and use of the System and that the rates, rents, charges and fees (including the General Activity Fee) chargeable to the occupants of, and students, faculty members and others using or being served by, or having the right to use or having the right to be served by, the System shall be so fixed and revised from time to time and collected, that the (i) ratio of Net Revenues to Annual Debt Service on all Bonds in each Fiscal Year shall be at least equal to 120 percent (1.2 times) of the Annual Debt Service for such Fiscal Year and (ii) ratio of Net Revenues of each Institutional System to Annual Debt Service of the Bonds of that Institution in each Fiscal Year shall be at least equal to 120 percent (1.2 times) of such Annual Debt Service for such Fiscal Year, commencing with the end of the first Fiscal Year in which capitalized interest, if any, has been fully applied to the payment of debt service on any Outstanding Bonds of such Institution.

Failure to satisfy such rate covenant will not constitute an event of default under the Bond Resolution if the Board timely engages (within 30 days of any such failure) an independent management consultant, such consultant timely prepares (within 45 days of engagement) a report with recommendations for meeting the required coverage ratio and the Board, to the extent legally permissible, timely implements the consultant’s recommendations. Notwithstanding the preceding sentence, in no event may coverage described in clause (i) of the preceding paragraph fall below 100 percent (1.00 times) of the Annual Debt Service on all Bonds in each Fiscal Year.

Prior Parity Bonds. Bonds payable from and secured by a pledge of and lien on the same sources as the Series 2019 Bonds have been issued by the Board for the purposes set forth in the Bond Resolution (the “*Prior Parity Bonds*”). As of the date of this Official Statement, the Prior Parity Bonds include: (i) Series 2006 Bonds, (ii) Series 2007 Bonds, (iii) Series 2008A Bonds, (iv) Series 2008B Bonds, (v) Series 2011 Bonds, (vi) Series 2013A Bonds, (vii) Series 2014A Bonds, (viii) Series 2014B Bonds, (ix) Series 2015 Bonds, (x) Series 2016 Bonds and (xi) the Series 2017 Bonds. See “THE HOUSING AND AUXILIARY SYSTEM—*Outstanding Bonds*.”

FUTURE PARITY BONDS. ADDITIONAL BONDS SECURED ON A PARITY WITH THE SERIES 2019 BONDS AND THE PRIOR PARITY BONDS MAY BE ISSUED BY THE BOARD UNDER THE BOND RESOLUTION SUBJECT TO THE CONDITIONS EXPRESSED IN THIS OFFICIAL STATEMENT. SEE “SECURITY FOR THE SERIES 2019 BONDS—*FUTURE PARITY BONDS*.”

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OFFICIAL STATEMENT

SOUTH DAKOTA BOARD OF REGENTS

\$11,500,000*

**HOUSING AND AUXILIARY FACILITIES SYSTEM
REVENUE BONDS
SERIES 2019A**

\$4,500,000*

**HOUSING AND AUXILIARY FACILITIES SYSTEM
TAXABLE REFUNDING REVENUE BONDS,
SERIES 2019B**

INTRODUCTION

This Official Statement, including the cover page, Summary Statement and Appendices, is furnished in connection with the offering of \$11,500,000* in aggregate principal amount of the Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the “*Series 2019A Bonds*”) and \$4,500,000* in aggregate principal amount of Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (the “*Series 2019B Bonds*”) and, collectively with the Series 2019A Bonds, the “*Series 2019 Bonds*”) of the South Dakota Board of Regents (the “*Board*”). The Series 2019 Bonds will be issued pursuant to the Board of Regents Revenue Bond Act of 1971, as amended (the “*Act*”), and the amended and restated bond resolution of the Board adopted on October 21, 2004, as supplemented from time to time thereafter, including a Fourteenth Supplemental System Revenue Bond Resolution adopted by the Board on December 11, 2019, and as hereafter supplemented and amended (the “*Bond Resolution*”).

The proceeds from the sale of the Series 2019A Bonds will be used for the purpose of financing (i) the costs of constructing a new residence hall (the “*Series 2019 DSU Project*”) for Dakota State University (“*DSU*”), (ii) interest on the Series 2019A Bonds relating to the Series 2019 DSU Project through April 1, 2021, and (iii) the costs of issuance of the Series 2019A Bonds. The Series 2019A Bonds are payable solely from and secured by a pledge of certain net revenues of the Housing and Auxiliary Facilities System of DSU and certain other net revenues and funds which have been authorized or pledged by the Board for payment of the Series 2019A Bonds under the Act and the Bond Resolution.

The proceeds from the sale of the Series 2019B Bonds will be used for the purpose of financing (i) the costs of refunding the Northern State University (“*NSU*”) portion of the Board’s outstanding Housing and Auxiliary Facilities System Revenue Bonds, Series 2011) (the “*Refunded Series 2011 Bonds*”), and (ii) the costs of issuance of the Series 2019B Bonds. The Series 2019B Bonds are payable solely from and secured by a pledge of certain net revenues of the Housing and Auxiliary Facilities System of NSU and certain other net revenues and funds which have been authorized or pledged by the Board for payment of the Series 2019B Bonds under the Act and the Bond Resolution. See “THE FINANCING PLAN.”

The Series 2019 Bonds will be authorized pursuant to the Act. The Act empowers the Board to borrow money and issue and sell bonds for any project and for any institution or any combination of institutions governed by the Board, which means and includes revenue-producing buildings, structures and facilities which, as determined by the Board, are required by, or necessary for the use or benefit of each institution, including, without limiting the generality of the foregoing, the following: student residence halls, apartments, staff housing facilities, dormitories, health, hospital or medical facilities, dining halls, student union buildings, field houses, stadiums, physical education installations and

* Preliminary; subject to change.

facilities, auditoriums, facilities for student or staff services, facilities or buildings leased to the United States of America, off-street parking facilities, with all equipment and appurtenant facilities, or any combination thereof, and to refund or refinance any and all bonds issued and sold by the Board pursuant to the Act. Under the Act, all revenues derived from the operation of any such buildings or facilities are continuously appropriated to the Board and the Board is authorized to pledge such revenues for the payment of operation and maintenance costs and for the retirement of such bonds.

The summaries of and references to all documents, statutes and other instruments referred to in this Official Statement do not purport to be complete and are qualified in their entirety by reference to the full text of each such document, statute or instrument. Copies of the Bond Resolution are available for inspection at the offices of the Board, 306 East Capitol Avenue, Pierre, South Dakota 57501-3159. Certain capitalized terms used in this Official Statement are defined in Appendix B hereto. Any terms not defined in this Official Statement shall have the meanings as set forth in the respective documents. The Appendices hereto are part of this Official Statement and should be read in their entirety.

ESTIMATED SOURCES AND USES

The estimated amounts and uses of the proceeds of the Series 2019 Bonds and other monies available to the Board for the financing plan described under the caption “THE FINANCING PLAN” are shown below.

SOURCES:		Series 2019A Bonds	Series 2019B Bonds
	Principal Amount	\$	\$
	Net Original Issue Premium/Discount		
	TOTAL SOURCES	\$	\$
USES:			
	Series 2019 DSU Project	\$	\$ 0
	Capitalized Interest through April 1, 2021		0
	Refunding of Refunded Series 2011 Bonds	0	
	Cost of Issuance (including Underwriter’s discount)		
	TOTAL USES	\$	\$

THE FINANCING PLAN

SERIES 2019A BONDS

General. The proceeds from the sale of the Series 2019A Bonds will be used for the purpose of financing (i) the costs of the Series 2019 DSU Project, (ii) interest on the Series 2019A Bonds relating to the Series 2019 DSU Project through April 1 2021, and (iii) the costs of issuance of the Series 2019A Bonds.

Series 2019 DSU Project. The Series 2019 DSU Project is a new residence hall that will have 128 beds across four floors with a unit mix of 4-bedroom suite-style units and 6-bedroom apartment-style units. Common spaces include student lounges and study spaces, shared laundry facilities and corridor and vertical circulation. The new site location will allow the facility to connect to the new 107-student Courtyard residence hall through an existing stair tower creating a large community of upper-class students. The Series 2019 DSU Project is being designed for potential future expansion.

SERIES 2019B BONDS

General. The proceeds from the sale of the Series 2019B Bonds will be used for the purpose of financing (i) the costs of refunding the Refunded Series 2011 Bonds, and (ii) the costs of issuance of the Series 2019B Bonds.

Refunded Series 2011 Bonds. A portion of the proceeds of the Series 2019B Bonds will be deposited by the Board into an irrevocable segregated and separate escrow account maintained by First Bank & Trust, Brookings, South Dakota, as escrow agent (the “*Escrow Agent*”), pursuant to an Escrow Agreement between the Board and the Escrow Agent. The Escrow Agent will purchase Government Securities, which together with a beginning cash balance and the investment earnings on the Government Securities, will be sufficient to pay the principal of and interest on the Refunded Series 2011 Bonds to and including the redemption date of April 1, 2021 (the “*Redemption Date*”).

The Escrow Agent and the Board will receive the report of Robert Thomas CPA, LLC, Overland Park, Kansas (the “*Verification Report*”) that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held by the Escrow Agent, will be sufficient to pay all of the principal of and interest on the Refunded Series 2011 Bonds to and including the Redemption Date.

The following table sets forth the maturity, interest rate, principal amount to be paid on the Redemption Date, the redemption price and CUSIP for each maturity of the Refunded Series 2011 Bonds:

REFUNDED SERIES 2011 BONDS

Maturity (April 1)	Interest Rate	Principal Amount Refunded	Redemption Price	CUSIP (837542)
2022	5.000%	\$ 205,000	100.00%	DB2
2023	5.000	215,000	100.00	DC0
2024	5.000	225,000	100.00	DD8
2025	3.625	235,000	100.00	DE6
2026	3.750	245,000	100.00	DF3
2027	5.000	255,000	100.00	DG1
2028	5.000	265,000	100.00	DH9
2029	5.000	280,000	100.00	DJ5
2030	5.000	295,000	100.00	DK2
2031	5.000	310,000	100.00	DL0
2033	4.250	665,000	100.00	DP1
2036	4.375	1,100,000	100.00	DM8

ADDITIONAL BONDS

The Board may issue additional Parity Bonds (“Additional Bonds”) to fund capital projects of the System or to refund Prior Parity Bonds. The timing and amount of such issuances of Additional Bonds, if any, will be dependent upon a variety of factors, including the actual project and financing needs of the Institutional System at the time, general bond market conditions and such other factors as the Board, in its sole discretion, determines. The Board has no immediate plans to issue Additional Bonds.

THE SERIES 2019 BONDS

GENERAL

In the event book-entry is discontinued, Series 2019 Bonds may be transferred or exchanged for registered Series 2019 Bonds of the same series at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Resolution and upon surrender and cancellation of such Series 2019 Bonds. The Bond Registrar shall not be required to transfer or exchange any Series 2019 Bond (i) during the period after the fifteenth day of the month next preceding any interest payment date with respect to such Series 2019 Bond and ending on such interest payment date, (ii) after notice calling a Series 2019 Bond for redemption has been given, or (iii) during a period of fifteen days next preceding the giving of a notice of redemption of any Series 2019 Bond.

The Series 2019 Bonds shall be issued as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof. The Series 2019 Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid, or duly provided for, until the principal amount of the Series 2019 Bonds is paid. Interest shall be payable semiannually on the first day of April and October in each year until paid, commencing on April 1, 2020. Interest shall be computed upon the basis of a 360 day year of twelve 30-day months. The principal of the Series 2019 Bonds shall be payable when due upon presentation and surrender thereof in at the principal corporate trust office of the Bond Registrar.

Interest on each Series 2019 Bond shall be paid by check or draft of the Bond Registrar, in lawful money of the United States of America, to the person in whose name such Series 2019 Bond is registered at the close of business on the 15th day of the month next preceding each interest payment date; provided, however, that interest on the Series 2019 Bonds held by a registered owner of at least \$100,000 in aggregate principal amount of the Series 2019 Bonds may also be paid by wire transfer of immediately available funds to any bank in the continental United States as such registered owner shall specify in a written request to the Bond Registrar.

The Board and the Bond Registrar may deem and treat the registered owner of any Series 2019 Bond as the absolute owner thereof for the purpose of receiving payment of or on account of principal thereof and interest due thereon and for all other purposes and neither the Board nor the Bond Registrar nor any paying agent shall be affected by any notice to the contrary.

OPTIONAL REDEMPTION OF SERIES 2019 BONDS

The Series 2019A Bonds maturing on or after April 1, 2031, are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity as determined by the Board, on any date occurring on or after April 1, 2030, at a price equal to the principal amount of Series 2019A Bonds to be redeemed plus accrued interest to the date of redemption.

The Series 2019B Bonds maturing on or after April 1, 2031 are subject to redemption prior to maturity at the option of the Board in whole or in part (in integral multiples of \$5,000), in any order of maturity as determined by the Board, on any date occurring on or after April 1, 2030, at a price equal to the principal amount of the Series 2019B Bonds to be redeemed plus accrued interest to the date of redemption.

At least 45 days prior to the redemption date, the Board shall designate in writing to the Bond Registrar the principal amount of Series 2019 Bonds to be redeemed. If less than all of the Series 2019 Bonds shall be called for redemption, the particular Series 2019 Bonds to be redeemed shall be selected by the Bond Registrar, in such a manner as the Bond Registrar in its discretion may deem fair and appropriate, in the principal amount designated to the Bond Registrar by the Board; provided, however, that the portion of any Series 2019 Bonds to be redeemed shall be in integral multiples of \$5,000.

MANDATORY REDEMPTION OF TERM SERIES 2019 BONDS

The Series 2019A Bonds maturing on April 1, 2044[†] are subject to mandatory sinking fund redemption prior to maturity, in integral multiples of \$5,000 selected by the Bond Registrar, on April 1 of the years and in the principal amounts shown below, at a redemption price equal to the principal amount of Series 2019A Bonds to be redeemed plus accrued interest thereon to the redemption date but without premium.

Series 2019A Bonds Maturing on April 1, 2044

<u>Year</u>	<u>Amount</u>
2040	
2041	
2042	
2043	
2044*	

* Final maturity.

The Series 2019B Bonds maturing on April 1, 2036[†] are subject to mandatory sinking fund redemption prior to maturity, in integral multiples of \$5,000 selected by the Bond Registrar, on April 1 of the years and in the principal amounts shown below, at a redemption price equal to the principal amount of Series 2019B Bonds to be redeemed plus accrued interest thereon to the redemption date but without premium.

Series 2019B Bonds Maturing on April 1, 2036

<u>Year</u>	<u>Amount</u>
2030	
2031	
2032	
2033	
2034	
2035	
2036*	

* Final maturity.

The Board shall receive a credit against its obligation to have amounts on deposit in the related Bond and Interest Sinking Fund Account in respect of the principal of the Series 2019 Bonds required to be redeemed or paid on any date listed above (i) to the extent that the Board delivers to the Bond

[†] Preliminary; subject to change.

Registrar for cancellation on or prior to any such date one or more Series 2019 Bonds maturing on such date, or (ii) to the extent Series 2019 Bonds maturing on such dates are called for optional redemption. In addition, the principal amount of any such Series 2019 Bonds which have been redeemed pursuant to any partial optional redemption shall be credited against future sinking fund requirements, as determined by the Board.

REDEMPTION PROCEDURES

The Board has the option of calling Bonds, when subject to redemption according to their terms, of any one or more series, at its discretion.

Notice of the redemption of Series 2019 Bonds will be given by electronic notice or by mailing a copy of the redemption notice by first class mail at least 30 days prior to the date fixed for such redemption to The Depository Trust Company, as the securities depository or any successor securities depository, as the registered owner of such Series 2019 Bonds, so long as the global book-entry system is used for recording ownership of such Series 2019 Bonds. See “BOOK ENTRY PROVISIONS.”

With respect to any optional redemption of any Series 2019 Bonds, unless moneys sufficient to pay the principal of and interest on such Series 2019 Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption.

For purposes of any redemption of less than all of the Series 2019 Bonds of a single maturity and series, the particular Series 2019 Bonds or portions of Series 2019 Bonds to be redeemed shall be selected in accordance with procedures established by The Depository Trust Company or any other securities depository; *provided* that such method shall provide for the selection of redemption of Series 2019 Bonds or portions thereof so that any \$5,000 Series 2019 Bond or \$5,000 portion of a Series 2019A Bond shall be as likely to be called for redemption as any other such \$5,000 Series 2019 Bond or \$5,000 portion of a Series 2019 Bond.

Notice of redemption having been given as described in the Bond Resolution, and notwithstanding failure to receive such notice, the Series 2019 Bonds or portions of Series 2019 Bonds so to be redeemed will, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Board shall default in the payment of the redemption price) such Series 2019 Bonds or portions of Series 2019 Bonds shall cease to bear interest. Upon surrender of such Series 2019 Bonds or redemption in accordance with said notice, such Series 2019 Bonds will be paid by the Bond Registrar at the redemption price.

BOOK ENTRY PROVISIONS

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the Board and the Underwriter believe to be reliable, but neither the Board nor the Underwriter takes responsibility for the accuracy thereof.

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of each series of the Series 2019 Bonds in the aggregate principal amount of such maturity and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("*DTCC*"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("*Indirect Participants*"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2019 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2019 Bond ("*Beneficial Owner*") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2019 Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2019 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Series 2019 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2019 Bond documents. For example, Beneficial Owners of Series 2019 Bonds may wish to ascertain that the nominee holding the Series 2019 Bonds for their benefit has agreed to obtain and transmit notices to

Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of a series of the Series 2019 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Board as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the Series 2019 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the Board or the Bond Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Bond Registrar or the Board, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Board or the Bond Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to any series of the Series 2019 Bonds at any time by giving reasonable notice to the Board. Under such circumstances, in the event that a successor securities depository is not obtained, certificates for such series of Series 2019 Bonds are required to be printed and delivered as described in the Bond Resolution.

The Board may decide to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository). In that event, certificates for the affected Series 2019 Bonds will be printed and delivered.

SECURITY FOR THE SERIES 2019 BONDS

The Series 2019 Bonds shall be obligations of the Board payable only in accordance with the terms thereof and shall not be obligations general, special, or otherwise, of the State of South Dakota. The Series 2019 Bonds shall not constitute a debt, legal or moral, of the State of South Dakota, and shall not be enforceable against the State, nor shall payment thereof be enforceable out of any funds of the Board, or of any Institution, other than the income and revenues pledged and assigned to, or in trust for the benefit of, the Bondholders, as described therein.

NET REVENUES AND FUNDS

The Series 2019A Bonds will be payable from and secured by a pledge of and lien on the following sources in the following order of priority:

- (a) the Net Revenues of the DSU Institutional System;
- (b) uncommitted funds of the Repair and Replacement Reserve Account of DSU;
- (c) Net Revenues of the other Institutions, but only after provision for payment of interest due on the next interest payment date and one half of the principal due on the Bonds issued on behalf of such Institutions within the succeeding 12 months;
- (d) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions, in an amount and from such Institutions as determined by the Executive Director; and
- (e) such other funds which may be pledged or used as authorized by Act.

The Series 2019B Bonds will be payable from and secured by a pledge of and lien on:

- (a) the Net Revenues of the NSU Institutional System;
- (b) uncommitted funds of the Repair and Replacement Reserve Account of NSU;
- (c) Net Revenues of the other Institutions, but only after provision for payment of interest due on the next interest payment date and one half of the principal due on the Bonds issued on behalf of such Institutions within the succeeding 12 months;
- (d) uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions, in an amount and from such Institutions as determined by the Executive Director; and
- (e) such other funds which may be pledged or used as authorized by Act.

All Parity Bonds are payable from and secured by a pledge of and lien on the same sources as the Series 2019 Bonds; provided that certain Parity Bonds may be separately secured by individual Debt Service Reserve Accounts as described below under “–NO DEBT SERVICE RESERVE ACCOUNT.”

The Gross Revenues with respect to each Institution shall be paid to the Depository, to the credit of a special account for each Institution created and designated as the Housing and Auxiliary Facilities Revenue Fund of the related Institution (each, a “*Revenue Fund*”), and all operation and maintenance expenses of an Institutional System shall be payable from the related Revenue Fund.

The Board covenants and agrees in the Bond Resolution that, on a date on or before each March 25 and September 25 (or such other date as is provided for a series of Bonds in the supplemental resolution authorizing such Bonds) before each interest payment date and each principal payment date with respect to the Bonds, and after retaining in the Revenue Fund the current Operating Reserve and paying current operating and maintenance expenses of each Institutional System then due, the Chief Financial Officer of the Institution will transfer from the Revenue Fund to the credit of the Bond and Interest Sinking Fund Account for each Institution (to be held by the Depository) such amounts which, when added to the balance therein, will be sufficient to equal the interest then due on the Bonds of such Institution on such interest payment date and one-half of the principal due on such Bonds within the next 12 months. Such funds as are necessary to pay the principal of and interest on the Bonds of such Institution due on the immediately following payment date shall be immediately transferred to a separate account, to be known as the Debt Service Account of the related Institution (each, a “*Debt Service Account*”) with the Bond Registrar. The Bond Registrar shall use moneys in the Debt Service Account to pay the interest due on the Bonds of such Institution then Outstanding on the next interest payment date and the principal of the Bonds of such Institution when due. All moneys credited to each Institution’s Debt Service Account shall be and are irrevocably pledged to and shall be used solely for the payment of the principal and interest on the Bonds of such Institution. Notwithstanding the foregoing, if any such Bonds bear, or are expected to bear, interest at a Variable Rate, the Chief Financial Officer of such Institution shall transfer amounts to the Institution’s Bond and Interest Sinking Fund Account and the Institution’s Debt Service Account to pay interest on such Bonds at such times and in such amounts as set forth in the supplemental resolution authorizing such Bonds.

Each Institution shall notify the Board at least 30 days prior to each interest or principal payment date either (i) that it has sufficient Net Revenues available from the Institutional System to make the interest and principal payment, if any, on such payment date or (ii) that it does not have sufficient Net Revenues available from the Institutional System (a “*Notice of Deficiency*”) to make such interest and principal payment, if any, and specifying the amount of such deficiency (a “*Deficiency*”).

If the Board receives a Notice of Deficiency with respect to an Institution, the Executive Director shall take the following steps as soon as possible prior to the payment date, in the order of priority listed:

- (i) if a Debt Service Reserve Subaccount is maintained for such Bonds, notify the Bond Registrar or the Depository, as the case may be, of such Deficiency and direct the application of a specified amount of such funds to the payment due;
- (ii) if the Institution has funds in the Repair and Replacement Reserve Account for its Institutional System for which there are no contractual commitments, such funds shall be transferred to the Bond and Interest Sinking Fund Account of the Institution to make up the Deficiency;
- (iii) the Executive Director shall direct the withdrawal and use of the Net Revenues of other Institutional Systems not necessary for payment of interest due on the next interest payment date and one-half of the principal due within the next 12 months on the Bonds issued on behalf of such Institution to make up all or a portion of the Deficiency; and
- (iv) if other Institutions have funds in the Repair and Replacement Reserve Accounts for their Institutional Systems for which there are no contractual commitments, funds shall be withdrawn therefrom at the direction of the Executive Director and transferred to make up all or a portion of the Deficiency.

The repayment provisions for the reimbursement of Institutions from which Net Revenues or funds in the Repair and Replacement Reserve Accounts have been transferred to satisfy a Deficiency shall be as determined by the Executive Director.

NO DEBT SERVICE RESERVE ACCOUNT

No Debt Service Reserve Account will be established to secure the Series 2019 Bonds.

The Bond Resolution authorizes Debt Service Reserve Accounts to secure Bonds issued under the Bond Resolution. As of the date of this Official Statement, no Debt Service Reserve Accounts have been established under the Bond Resolution for any outstanding Bonds. The Board may create Debt Service Reserve Accounts to secure future series of Bonds. Such Debt Service Reserve Accounts, if any, with respect to future series of Bonds, may be established as provided in the supplemental resolution authorizing the issuance of such series of Bonds.

REPAIR AND REPLACEMENT RESERVE ACCOUNTS

Upon the delivery of the Series 2019 Bonds, the Repair and Replacement Reserve Accounts for BHSU, DSU, NSU, SDSMT, SDSU and USD will each have a cash balance which is to be used as a reserve for major projects in such Institutional Systems. As described above under “–NET REVENUES AND FUNDS,” the Repair and Replacement Reserve Accounts of all the Institutions may be drawn down to make debt service payments of any of the Institutions for an issue of Bonds that is deficient for that purpose. See Appendix B for a further description of these Accounts.

AMENDMENT TO CENTRALIZE SYSTEM OPERATIONS

The Board may amend the Bond Resolution to centralize the operation of the System and eliminate Institutional Systems.

FUTURE PARITY BONDS

Parity Bonds may be issued under the Bond Resolution, or other additional debt secured by Net Revenues may be incurred, whether or not issued under the Bond Resolution, only if compliance with the following conditions, among others, is demonstrated:

- (1) Any facility to be constructed with the proceeds of the additional Bonds shall be a part of the System and the revenues derived from the operation thereof are pledged as additional security for the payment of all Bonds outstanding and the additional Bonds proposed to be issued.
- (2) The Board is current in all transfers and deposits to be made under the terms of the Bond Resolution.
- (3) The Board certifies that the Board is in full compliance with all of the covenants and undertakings in connection with all Bonds then outstanding and payable from the Net Revenues of the System or any part of it, and no event of default has occurred or is continuing under the Bond Resolution.
- (4) (a) *Historic Test.* Actual Net Revenues of the System for each of the two most recent Fiscal Years must equal at least 120% of Annual Debt Service on all Outstanding Bonds and outstanding additional obligations issued on a parity with the Bonds; and

(b) *Projected Test.* Projected Net Revenues of the System for each of the three full Fiscal Years immediately succeeding the later of the issuance of the additional Bonds or additional obligations issued on a parity basis with the Bonds or the end of any capitalized interest period are equal to at least 120% of Annual Debt Service on all Outstanding Bonds and additional obligations, plus the additional Bonds or additional obligations. If the additional Bonds are being issued, all or in part, for refunding purposes, Annual Debt Service for the outstanding Bonds that are being refunded can be eliminated from this Projected Test. If the additional Bonds are being issued, all or in part, to finance additional System facilities, the projected Net Revenues from such facilities may be included in this calculation.

(5) The resolution authorizing the issuance of each such series of additional Bonds which are to pay interest on a semi-annual basis shall provide that the amount of each semiannual deposit into the related Bond and Interest Sinking Fund Account shall be increased by a sum equal to the interest which will be payable on such additional Bonds on the next succeeding interest payment date and one-half of the principal maturing on such additional Bonds, if any, within the next succeeding twelve-month period. If the additional Bonds are to pay interest on other than a semiannual basis, such resolution shall make appropriate provisions therefor.

(6) The resolution authorizing the issuance of each such series of additional Bonds shall state whether such series of Bonds is to be secured by a Debt Service Reserve Account and, if so, shall provide that the amount in the related Debt Service Reserve Account shall be adjusted to a sum equal to not less than the Debt Service Reserve Requirement on all Bonds then Outstanding which are secured by such Debt Service Reserve Account and the additional Bonds then proposed to be issued, and at the time of delivery of such Bonds, the related Debt Service Reserve Account shall be maintained at the related Debt Service Reserve Requirement.

(7) The resolution authorizing the issuance of each such series of additional Bonds shall provide that the minimum amount to be accumulated in the Renewal and Replacement Reserve Account for the related Institutional System with respect to such project or projects, shall be an amount equal to the existing RRR Requirement for such Institutional System and at least an additional five percent of: (i) the cost of construction of any projects for which the additional Bonds are to be issued and which are to be added to such Institutional System; plus (ii) the cost of any furnishings and moveable equipment for each such project which are financed with proceeds of such Bonds.

(8) The resolution authorizing such additional Bonds may provide that such Bonds be Variable Rate Bonds.

(9) If, in the resolution authorizing any such additional Bonds, it is provided that excess revenues in the Revenue Fund are to be used to redeem Bonds in advance of scheduled maturity, or if the Board undertakes to redeem Bonds in advance of scheduled maturity, it is agreed and understood that such Bonds may be callable from any series as determined by the Board.

ANNUAL DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements on the Series 2019 Bonds and Prior Parity Bonds after giving effect to the refunding of the Refunded Series 2011 Bonds.

FISCAL YEAR ENDING JUNE 30	THE SERIES 2019 BONDS			NET DEBT SERVICE	OUTSTANDING BONDS ⁽¹⁾	TOTAL NET DEBT SERVICE
	PRINCIPAL	INTEREST	CAPITALIZED INTEREST			
2020					\$ 25,486,791	
2021					25,339,906	
2022					25,196,098	
2023					25,160,781	
2024					24,845,992	
2025					24,846,197	
2026					21,892,861	
2027					20,298,629	
2028					20,317,399	
2029					17,710,289	
2030					16,139,069	
2031					15,025,619	
2032					15,027,219	
2033					15,016,581	
2034					14,480,394	
2035					10,812,994	
2036					10,809,994	
2037					6,710,625	
2038					6,712,313	
2039					6,713,750	
2040					3,889,550	
2041					3,099,800	
2042					1,773,200	
2043						
2044						
					<u>\$357,306,049</u>	

⁽¹⁾ See “THE HOUSING AND AUXILIARY FACILITIES SYSTEM—Outstanding Bonds.”

FUTURE PARITY BONDS FOR OTHER INSTITUTIONS

Provisions of the Bond Resolution may be amended without notice to, or the consent of, the owners of the Series 2019 Bonds or Parity Bonds, in order to include in the System the Net Revenues of the housing and auxiliary facilities systems and revenues of other institutions of higher education under the jurisdiction of the Board. Such amendments would authorize the issuance of future Parity Bonds to finance projects for such other systems, which Parity Bonds would be secured by a pledge of and lien on the revenues and funds described “SECURITY FOR THE SERIES 2019 BONDS—Net Revenues and Funds.”

THE HOUSING AND AUXILIARY SYSTEM

GENERAL

The Housing and Auxiliary Facilities System of the Board consists of the aggregate of the housing and auxiliary facilities of BHSU, DSU, NSU, SDSMT, SDSU and USD. Auxiliary facilities include student unions, food services, bookstores, wellness centers, and a portion of the parking systems at the Institutions.

The System and each component Institutional System are under the control of the Board. The System was created by the Board in 2004 to strengthen the capacity of the Board to issue bonds to finance the construction, acquisition, or modification of revenue generating facilities of the Institutions by pledging the revenues of all of the Institutional Systems for each bond issue. Although the revenues of all Institutional Systems are cross-pledged to meet bond repayment obligations of the System, each Institution continues to independently operate its own housing and auxiliary facilities. The Board closely monitors enrollments, retention, occupancy rates and coverage ratios for each Institution to ensure the financial soundness of the System.

The System is a “closed” system in that the revenues and the costs of the System are managed and accounted for separately from other activities of the Institutions. Each Institution is required to maintain a coverage ratio of 120% of revenues to expenses. Once a facility is pledged to the System it can only be removed when it no longer is a viable revenue producing asset.

Academic facilities of the Institutions, which include classroom buildings, libraries, administrative buildings, research facilities, and athletic facilities, are supported by higher education facility funds (“HEFF”) and not revenues of the System. HEFF represents a portion of the tuition and fees collected by the Institutions and is used to fund maintenance, repairs and capital improvements to the academic facilities. Bonds for academic facilities are issued by the South Dakota Building Authority. See APPENDIX A—“SOUTH DAKOTA BOARD OF REGENTS AND SOUTH DAKOTA HIGHER EDUCATIONAL INSTITUTIONS—Ten Year Capital Investment Plan.”

CAPITAL IMPROVEMENTS; MAINTENANCE AND REPAIR

Any project undertaken by an Institution costing more than \$1.5 million is considered a capital improvement according to South Dakota codified law. The Board oversees all capital improvements through building committees. Capital improvements and most maintenance and repair projects fall under the jurisdiction of the Office of the State Engineer (OSE), which assists the Board and the Institutions with planning, project bidding, contracting, oversight, change orders, payment review, and trouble-shooting.

The Institutions are charged with the ongoing maintenance and repair of their respective facilities. The Board approves the projects which will be funded each year from the various sources of revenue dedicated to maintenance and repair. The Board’s policy is to invest a minimum of 2% of the current replacement value annually for maintenance and repair for revenue facilities.

SYSTEM REVENUES

System revenues come from the operation of each Institution’s housing, student union, dining service, bookstore and wellness center and certain parking facilities at BHSU and SDSU.

Revenues generated by the residential facilities of the System must cover the cost to maintain the facilities. Board policy requires a minimum annual expenditure level of 2% on residence halls. Contributions to fully fund an Institution's Repair, Renewal and Replacement (RRR) requirement on bonded projects may be applied towards the 2% annual maintenance and repair expenditure requirement.

Student unions are funded entirely through student fees and revenues from bookstores and food service operations. Parking facilities generate revenues from vehicle fees.

EXISTING FACILITIES

The existing facilities of the System are comprised of the residential housing facilities, student unions, wellness centers, and most parking facilities of the Institutions. The existing buildings, structures and facilities of the System by Institution are set forth in the following table.

SYSTEM FACILITIES

BHSU	DSU	NSU
<hr/> Housing Facilities: Heidepriem Hall Bordeaux Hall Wenona Cook Hall Thomas Hall University Apartments Student Union Parking Facilities Dining Services University Bookstore	<hr/> Residence Halls: Zimmerman Hall Higbie Hall Richardson Hall Emry Hall The Courtyard Series 2019 DSU Project (to be financed with proceeds of the Series 2019A Bonds) Van Eps Student Union	<hr/> Residence Halls: Briscoe Hall Great Plains East Great Plains West McArthur-Welsh Hall Steele Hall Kramer Hall Wolves Memorial Suites Student Union
SDSMT	SDSU	USD
<hr/> Connolly Hall Palmerton Hall Peterson Hall Placer Hall Surbeck Student Center Wellness Center	<hr/> Housing Facilities: Binnewies Hall Brown Hall Caldwell Hall Hansen Hall Jackrabbit Grove (Ben Reifel, Theodore W. Schultz, Hallie Walker Hyde, and Honors Halls) Jackrabbit Village (Spencer, Abbott and Thorne Halls) Mathews Hall Meadows North Meadows South Pierson Hall Waneta Hall Young Hall Skylight Apartments Huggins Apartments Garden Square Units Thornber Apartments Southeast Neighborhood Student Wellness Center Dining Facilities: Larsen Commons Student Union Building Parking Facilities	<hr/> Beede Hall Brookman Hall Burgess Hall McFadden Hall Mickelson Hall Norton Hall Olson Hall Richardson Hall Cherry Street Rentals Muenster University Center Student Wellness Center, including parking lot Coyote Village Housing, including parking lot

HOUSING FACILITIES

The System's student housing, which varies by Institution, consists of traditional dormitories, residence halls and suite-style apartments. All of the student housing utilized by the Institutions is on state property and is owned and operated by the Institutions, except for a limited number of student residences that are leased by DSU and SDSMT. The leased facilities are managed by the residence life staffs of the Institutions.

The housing capacity of the Institutional Systems and the System as a whole compared to headcount enrollments at the Institutions for the 2019 fall semester is provided in the following table.

System Housing Capacity			
	Capacity	Student Headcount	%
BHSU	787	2,121	37.11
DSU	787	1,754	44.87
NSU	853	1,656	51.51
SDSMT	1,080	2,454	44.01
SDSU	4,577	9,258	49.44
USD	2,226	6,113	36.41
System Total	10,310	23,356	44.14

The Board's student housing policy requires freshmen and sophomores to live in the residence halls and have a meal plan. During the first two years from the time students were or would have been graduated from high school, all unmarried students who enroll in six credit hours or more at any Institution are required to enter into a housing agreement and designated meal plan for the specific living environment with that Institution unless special permission to room or dine elsewhere is received from the Institution. Permission ordinarily will be granted to students with dependent children, to students who reside full time during the academic year with parents or legal guardians, or students enrolled primarily at off-campus locations. Students who have enrolled for twelve or more credits for four semesters may be exempted from this agreement at the discretion of the Institutions. Institutions may also grant exemptions for students when residence hall occupancy exceeds manageable capacity.

Below is a summary of occupancy rates for each Institution and the System as a whole for the past five fiscal years. The System reports occupancy based on the designed capacity of rooms but adjusts for any "permanent" changes including changing rooms to single rooms.

System Housing Occupancy					
	2015	2016	2017	2018	2019
BHSU	84.08%	87.56%	93.57%	87.73%	91.49%
DSU	93.59	101.53	94.23	97.77	99.62
NSU	76.94	73.37	71.66	78.85	75.62
SDSMT	99.55	88.23	92.21	89.98	92.59
SDSU	92.29	95.27	92.53	91.18	90.52
USD	98.43	94.65	96.72	100.27	91.11
System	92.48	92.36	91.76	91.99	90.40

STUDENT UNIONS

The student unions at the Institutions are the center of student and campus activity and have become the focal point for socializing among students, faculty and staff and student recruiting. The student unions are modern facilities with extensive student engagement and learning spaces as well as student support offices. With the completion of the renovation of the Trojan Center Student Union this fall, all of the Institutions have completed major renovations and upgrades to their student unions.

FOOD SERVICE

All of the Institutions have privatized food service operations. NSU, USD, SDSU and SDSMT use Aramark as their food service provider. BHSU has a food service contract with A'viands Food and Services Management LLC and DSU is under a contract with Sodexo America, LLC. Student union upgrades at the Institutions have all included expansion and improvements to food service operations.

BOOKSTORES

On-campus bookstores are operated by the respective Institutions except that the bookstore at USD is run by Barnes and Noble. As publishers move away from printed books and market their e-texts and e-materials directly to faculty and students, the bookstores rely far more on their clothing and logo item sales to generate revenue.

WELLNESS CENTERS

Fitness and health facilities have become expectations for today's college student. The Institutions serve this need through campus athletic facilities available to all students, community centers and joint student-athlete facilities. The System includes the student athletic, recreation and studio facilities at SDSU and USD. These wellness centers are supported with student fees and operated by the respective Institutions.

PARKING

Parking facilities at BHSU (1,944 spaces) and SDSU (9,046 spaces) are included within the System. Parking facilities at all of the other Institutions are not part of the System. Both BHSU and SDSU charge students for parking at the facilities.

FINANCIAL MANAGEMENT, REPORTING AND BUDGETING

Financial management of the System is the responsibility of the Board and the chief business officers of each Institution.

Each year, the Auditor General must certify the financial statements of the State as a whole, inclusive of the System. As an agency of the State, the System's financial records reflect compliance with applicable State statutes and regulations. The significant accounting policies followed by the System in maintaining accounts and in the preparation of the combined primary financial statements are in accordance with the Auditor General's Annual Financial Reporting Requirements.

The Board has engaged the Department of Legislative Audit to perform a series of agreed upon procedures in order to assist the Board in evaluating its compliance with bond requirements in the System. An Independent Accountant's Report enumerating the procedures and results of the procedures is issued by the Auditor General for each fiscal year. See "FINANCIAL STATEMENTS" and "APPENDIX

E—FINANCIAL STATEMENTS OF THE HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BOND FUNDS FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018 (UNAUDITED).”

The annual budgeting process for the System begins in June of each year with informal budget hearings conducted by the Board with the participation of the Institutions. In July, Institutions make specific budget requests and the Board approves an official budget request. The official budget request is submitted in August to the South Dakota Bureau of Finance and Management and to the Governor. From September through November, the official budget request is discussed with the Bureau of Finance and the Governor, and in November the board is notified with the Governor’s official recommendations. From January through March of the following year, the Board and university presidents have a scheduled time with the Legislature’s Appropriations Committee to discuss the budget and the Governor’s recommendations. An appropriations bill is passed out of the Appropriations Committee and sent to the floor of the House and Senate for passage, which becomes the next fiscal year’s operating budget.

PROPOSED CAPITAL PROJECTS

System projects that are currently being discussed by the Board and that have had at least preliminary approval include the following:

South Dakota School of Mines and Technology – Surbeck Center Addition. The Surbeck Center was constructed in 1961 with an addition added to the west side of the building in 1971. This area currently houses the bookstore and health services plus an expansion of the ballroom. In 2004, the south side of the Surbeck Center was renovated along with the construction of Peterson Residence Hall. A passenger elevator was installed to provide service to both of these buildings. The renovation recreated student study and lounge spaces and portable walls were installed in the ballroom. In 2009, a major renovation was also done on the kitchen and dining service area. The proposed addition will address the various needs as identified in the SDSMT Master Plan: additional dining space to accommodate at least 360 additional seats; additional freezer/cooler space and additional storage space for dining; additional meeting space to accommodate larger campus events such as career fairs, campus family and cultural events, and new student orientation; additional storage space; and increase the size of the Veteran’s Resource Center to accommodate 100 students. Funding for this project will be primarily from private fundraising. The Board has not given final approval to this project.

University of South Dakota – Wellness Center Expansion. Phase 1 of the USD Wellness Center opened in 2011, with an initial facility to be completed in a three phased plan. During the June 2019 Board meeting, the preliminary facility plan was approved for phase two of this facility to proceed with identifying the details and costs related to this project. The Wellness Center is a 56,195 square foot facility and the phase 2 expansion will house an indoor pool, locker rooms, storage space and training spaces. The existing swimming pool is located inside the DakotaDome and is 40 years old. The mechanical systems are old and antiquated and are in need of replacement. A portion of the funding for this project will come from the issuance of Additional Bonds in the future. The Board has not given final approval to this project.

OUTSTANDING BONDS

The following table sets forth the series, original principal amounts, current outstanding principal amounts and the maturity date for the Outstanding Bonds after giving effect to the issuance of the Series 2019 Bonds and the refunding of the Refunded Series 2011 Bonds.

Outstanding Debt*			
Issue	Original Principal Amount	Current Amount Outstanding	Final Maturity Date
Series 2006 Bonds	\$ 9,015,000	\$ 4,100,000	4/1/2026
Series 2007 Bonds	8,540,000	4,660,000	10/1/2028
Series 2008A Bonds	4,770,000	2,590,000	4/1/2028
Series 2008B Bonds	5,230,000	3,025,000	4/1/2028
Series 2011 Bonds	63,480,000	48,200,000	4/1/2036
Series 2013A Bonds	11,990,000	8,020,000	4/1/2028
Series 2014A Bonds	39,905,000	28,085,000	4/1/2039
Series 2014B Bonds	13,760,000	10,050,000	4/1/2033
Series 2015 Bonds	22,525,000	19,655,000	4/1/2040
Series 2016 Bonds	19,625,000	18,630,000	4/1/2041
Series 2017 Bonds	88,260,000	87,650,000	4/1/2042
Series 2019 Bonds	16,100,000	16,100,000	4/1/2044
	<u>\$303,200,000</u>	<u>\$16,100,000</u>	

*Preliminary; subject to change.

NO PENSION OBLIGATIONS

The System does not carry or incur pension or OPEB liabilities. No costs for pension or OPEB are part of or included in operating and maintenance expenses used in calculating Net Revenues.

HISTORICAL AND PROJECTED CASH FLOWS OF THE SYSTEM

GENERAL

The following table sets forth the historical and projected revenues and expenses of the System on a cash basis for the fiscal years 2015-2024. The historical and projected financial information presented is based upon unaudited information furnished to the Board from each of the Institutions in connection with the issuance of the Series 2019 Bonds.

Financial information for the revenue bond funds maintained for the System for the fiscal years 2019 and 2018 are set forth in APPENDIX E. See also "FINANCIAL STATEMENTS."

Projections for the fiscal years 2020-2024 are based upon the assumptions stated herein under "—PROJECTED CASH FLOWS OF THE SYSTEM—STATEMENT OF ASSUMPTIONS." The assumptions are believed to be reasonable by the Board. No assurance can be given that the assumptions used in the projections will prove correct. If any of the assumptions prove to be materially incorrect, the projected

estimates of excess revenues over expenditures are likely to be materially and adversely affected. Neither the Board nor the Underwriter has independently verified the projections of excess revenues over expenditures contained in the following table.

Historical and Projected Cash Flows of the System

	ACTUAL					ESTIMATED				
	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24
Revenues										
Residence Life	\$35,206,681	\$35,182,372	\$36,762,014	\$38,811,342	\$40,331,835	\$40,701,283	\$41,590,357	\$43,181,518	\$44,090,554	\$44,933,299
Food Service	24,860,794	25,317,104	26,936,015	28,716,258	29,532,550	29,685,546	30,413,866	31,211,348	31,796,791	32,394,088
Student Center Operations	1,341,346	1,477,916	1,397,719	1,730,164	1,776,061	1,762,813	1,888,451	2,107,184	2,283,339	2,497,838
General Activity Fee Support	3,209,856	3,450,661	3,425,312	3,554,993	3,955,167	4,204,493	4,279,701	4,361,914	4,447,364	4,537,169
Bookstore	5,395,459	5,075,225	4,562,359	4,150,659	4,001,721	3,940,000	3,950,000	4,011,600	4,074,432	4,138,521
Parking	1,554,542	1,674,826	1,786,811	1,864,928	1,761,323	1,726,964	1,758,503	1,793,673	1,829,547	1,866,137
Wellness Center Operations	1,020,504	1,088,312	987,004	907,884	951,470	947,682	966,635	985,968	1,005,687	1,025,801
SubTotal Operating Revenue	72,589,183	73,266,416	75,857,235	79,736,228	82,310,128	82,968,780	84,847,513	87,653,205	89,527,713	91,392,854
Other Revenues										
GAF Bond Support	6,198,372	6,264,330	6,623,204	9,463,519	9,271,598	9,347,085	9,810,512	10,422,912	10,598,522	10,775,062
Facility Support Fee	1,756,000	1,989,170	2,134,798	1,613,171	1,369,666	1,271,694	975,390	544,775	553,171	561,734
Aramark Investment	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
BAB Subsidy	1,523,755	1,493,663	1,458,218	755,489	49,792	0	0	0	0	0
One-Time Transfers	494,784	355,484	0	0	0	0	0	0	0	0
Capitalized Interest	155,338	0	398,367	0	0	127,047	448,400	0	0	0
SubTotal Other Revenue	10,278,248	10,252,646	10,764,587	11,982,179	10,841,056	10,895,826	11,384,301	11,117,687	11,301,693	11,486,797
Investment Income										
Debt Service	64,588	108,086	94,185	80,840	58,676	87,972	89,331	90,718	92,132	93,575
Interest Revenue	79,933	116,516	145,305	175,037	194,984	211,123	215,345	219,652	224,045	228,526
Renewals	196,497	282,420	309,218	259,846	330,648	266,283	268,721	268,581	268,898	271,874
Completed Construction Funds	0	0	0	0	0	0	0	0	0	0
SubTotal Investment Income	341,018	507,022	548,708	515,723	584,308	565,378	573,398	578,951	585,075	593,975
Total Revenues	\$83,208,449	\$84,026,083	\$87,170,530	\$92,234,130	\$93,735,492	\$94,429,984	\$96,805,213	\$99,349,843	\$101,414,481	\$103,473,625
Expenditures										
Residence Life	\$16,454,978	\$16,038,071	\$17,144,809	\$18,341,641	\$17,937,204	\$18,843,391	\$19,237,246	\$19,788,633	\$20,202,668	\$20,625,012
Food Service	23,768,378	25,011,441	25,989,372	28,226,601	28,817,225	29,088,212	29,802,346	30,564,892	31,179,853	31,807,244
Student Center	1,399,532	1,424,184	1,462,874	1,778,369	1,920,153	2,070,253	2,121,708	2,178,666	2,232,935	2,291,096
General Activity Fee	2,865,006	3,003,665	2,955,547	2,980,315	3,703,511	4,011,103	4,067,353	4,134,864	4,203,979	4,274,819
Bookstore	5,075,085	4,840,314	4,172,978	4,065,207	3,821,166	4,038,383	4,089,444	4,171,233	4,254,657	4,339,750
Parking	384,392	768,406	493,030	638,641	753,151	768,214	782,614	798,266	814,231	830,516
Other	365,000	385,000	465,000	374,057	270,324	285,000	285,000	285,000	285,000	285,000
Wellness Center	1,205,819	1,337,779	1,455,859	1,198,865	767,808	744,554	759,482	774,654	790,132	805,920
Total Expenditures	\$51,518,190	\$52,808,860	\$54,139,469	\$57,603,696	\$57,990,544	\$59,849,109	\$61,145,193	\$62,696,208	\$63,963,455	\$65,259,357
Excess of Revenues over Expenditures	\$31,690,259	\$31,217,223	\$33,031,061	\$34,630,434	\$35,744,948	\$34,580,875	\$35,660,020	\$36,653,635	\$37,451,025	\$38,214,268
Annual Debt Service*	\$21,103,279	\$21,110,677	\$22,130,894	\$22,476,644	\$24,021,128	\$23,671,473	\$23,937,439	\$24,189,335	\$24,284,972	\$23,622,837
Coverage Ratio	1.50	1.48	1.49	1.54	1.49	1.46	1.49	1.52	1.54	1.62

* Not adjusted for Federal tax subsidy payments received by the Board with respect to the Series 2009 Bonds or capitalized interest on the Series 2014 Bonds through October 1, 2014.

PROJECTED CASH FLOWS OF THE SYSTEM—STATEMENT OF ASSUMPTIONS

The projected cash flows for the System for the fiscal years ending June 30, 2020 through 2024 are based on the following material assumptions:

Fiscal Year 2020: Fiscal year 2020 projections are based on first half year-to-date figures plus estimates for the second half of the year based on first half performance.

Fiscal Year 2021: Expenses include an inflationary increase of 2.5% for meals and 2.0% for all other rate increases and expenditures across campuses. Some campuses also projected changes in meal plans sold and residence hall occupancy which pushed cash flow increases to be greater than inflation.

Fiscal Years 2022, 2023 and 2024: Projections for fiscal years 2022, 2023 and 2024 reflect an inflationary increase of 2% for all rate increases and expenditures. Increases beyond inflation for DSU are attributed to the Series 2019 DSU Project anticipated to be brought online in fiscal year 2022.

MANAGEMENT DISCUSSION

Operating revenues increased \$9.7 million from \$72.6 million in fiscal year 2015 to \$82.3 million in fiscal year 2019, a total increase of 13.4%. Other revenues and investment income, which includes student fees committed to debt service, increased \$800 thousand from \$10.6 million in fiscal year 2015 to \$11.4 million in fiscal year 2019. Expenses increased \$6.4 million from \$51.5 million in fiscal year 2015 to \$57.9 million in fiscal year 2019, a four-year change of 12.4%.

The increased revenues reflect adjustments in housing rates, fee increases used to support operations, new fees to expand student unions and wellness facilities, and food service revenue increases. A significant portion of the revenue increases reflect rate increases approved to cover the costs of major upgrades and the construction of new facilities. In fiscal year 2013, the Board also implemented a policy requiring an annual investment in maintenance and repair equivalent to 2% of replacement values, which resulted in rate increases at some of the Institutions.

Annual debt service rose \$2.9 million from \$21.1 million in fiscal year 2015 to \$24.0 million in fiscal year 2019. The increase in debt service is directly related to the significant upgrades and renovations made to the housing stock and student unions in the last five years, as well as construction of new housing and student wellness centers, and expansion and improvements to parking.

The System has been able to maintain its debt service coverage ratios due to rate increases and management of expenditures.

INVESTMENT CONSIDERATIONS

The following discussion of investment considerations should be reviewed by prospective investors prior to purchasing the Series 2019 Bonds. There can be no assurance that other factors not discussed herein will not become material investment considerations in the future.

SPECIAL, LIMITED OBLIGATIONS

The Series 2019 Bonds are special, limited obligations of the Board payable solely out of the Net Revenues and uncommitted funds in the Repair and Replacement Accounts of the Institutions. The Bondholders may not look to any other revenue or assets of the Board or any Institution for the payment of the Series 2019 Bonds. The Series 2019 Bonds do not constitute an indebtedness of any Institution, the

Board or the State, within any constitutional or statutory limitation, and neither the taxing power nor the general credit of the Institutions, of the Board or of the State is pledged to the payment of the Series 2019 Bonds. See “SECURITY FOR THE SERIES 2019 BONDS.”

NO MORTGAGE OR LIEN ON PHYSICAL ASSETS

The Series 2019 Bonds are not secured by a mortgage, lien or security interest on or in any of the buildings or physical assets of the System. The Bondholders may not look to any buildings or other physical assets of the System for payment of debt service on the Series 2019 Bonds.

CHANGE IN ENROLLMENT; NON-RESIDENT STUDENTS

The amount of Net Revenues available for debt service on the Series 2019 Bonds will be affected by the future enrollments of the Institutions. Enrollment levels depend on the number of students applying to the Institutions and accepting offers of admission. Enrollment at the Institutions has increased since 2004 and increases in enrollment are anticipated in future years. A number of factors, including, without limitation, levels of tuition rates and other fees, competition from other public and private colleges and universities, a change in the number of college age students generally, the availability and affordability of student loans, and adverse general economic conditions could influence the number of applicants to the Institutions. The pool of potential high school graduates in South Dakota has fallen since 2004 and is not expected to begin to increase for a number of years. Certain of the Institutions have had success in attracting students from other states, which may or may not continue. There can be no assurance that the future enrollment of the Institutions will be maintained at the current level or increase.

REQUIRED OCCUPANCY LEVELS

In order for the Board to generate Net Revenues sufficient to pay debt service on the Series 2019 Bonds, the dormitories and residents halls of the System must achieve certain occupancy levels. The Board’s student residency policy and the stable enrollment of the Institutions have historically resulted in strong occupancy rates for the System’s housing facilities. Changes in the Board’s housing policy, student enrollment, room and board rates, student housing preferences or other factors could have a negative effect on the future occupancy rates for the System’s dormitories and residence halls. See “THE HOUSING AND AUXILIARY SYSTEM—Occupancy.”

FUTURE FACILITIES UTILIZATION

The System includes dining halls, student unions, bookstores, recreational and health facilities, parking and other auxiliary facilities. The amount of Net Revenues will be affected by the future levels of utilization of the System’s facilities and the rates and charges that the Board can reasonably impose in connection with the use of such facilities. The availability of alternative facilities at competitive rates and an increase in distance learning opportunities may have an adverse impact on the level of utilization of the facilities and on the ability of the Board to adjust fees and rates in the future.

RISKS RELATED TO SYSTEM OPERATIONS

Net Revenues will depend in part on the level of operating and maintenance expenses incurred in operating the System, including the normal course costs of the System’s workforce, vendors, suppliers and materials and any extraordinary or unanticipated costs or expenses which may occur. Net Revenues will be affected by the Institutions’ ability to manage and operate the System effectively and efficiently.

LOSS OF STATE AID

A significant portion of the overall revenues of the Institutions comes from grants or appropriations provided by the State. The amount of money provided by the State has varied in past years. Loss of state aid to the Institutions could have a negative effect on the programs and opportunities the Institutions can offer students, the size and quality of faculty and research activities, all or any of which could have a negative impact on enrollment or the Institutions' ability to maintain the System at levels necessary to achieve high levels of occupancy and utilization.

RISKS RELATED TO HIGHER EDUCATION

There are a number of factors affecting institutions of higher education in general that could have an adverse effect on the Institutions. These factors include, but are not limited to, the continuing rising costs of providing higher education services; the failure to maintain or increase in the future the funds obtained by the Institution from other sources, including gifts and contributions from donors, grants or appropriations from governmental bodies and income from investment of endowment funds; adverse results from the investment of endowment funds; increasing costs of compliance with federal or state regulatory laws or regulations, including, without limitation, laws or regulations concerning environmental quality, work safety and accommodating the physically challenged; changes in federal governmental policy relating to the reimbursement of overhead costs of government contracts; any unionization of the Institution's work force with consequent impact on wage scales and operating costs of the Institutions; and legislation or regulations which may affect student aid and other program funding. The Board cannot assess or predict the ultimate effect of these factors on the Institutions or the System.

DAMAGE OR DESTRUCTION OF FACILITIES

The Board insures the System against certain risks. There can be no assurance that the amount of insurance required to be obtained with respect to the System will be adequate or that the cause of any damage or destruction to the System will be as a result of a risk which is insured. Further, there can be no assurance of the ongoing creditworthiness of the insurance companies from which the Board obtains insurance policies. Damage or destruction of System facilities may impair the Board's ability to generate sufficient Net Revenues.

ENVIRONMENTAL REGULATION

The System is subject to various federal, State and local laws and regulations governing health and the environment. In general, these laws and regulations could result in liability for remediating adverse environmental conditions on or relating to the System, whether arising from preexisting conditions or conditions arising as a result of the activities conducted in connection with the ownership and operation of the System. Costs incurred by the Institutions with respect to environmental remediation or liability could adversely impact their financial condition and ability to own and operate the System.

ADDITIONAL BONDS

Under the Bond Resolution, the Board is permitted may issue Additional Bonds which would be on a parity with the lien of the Series 2019 Bonds. Debt service on all Additional Bonds will be payable from Net Revenues on a pro rata basis. Although the Board is required to meet historic and projected annual debt service coverage tests before issuing Additional Bonds, to the extent that Additional Bonds are issued, the debt service coverage ratio of the Series 2019 Bonds may be adversely affected. See "THE FINANCING PLAN—Additional Bonds" and "SECURITY FOR THE SERIES 2019 BONDS—Future Parity Bonds."

RATING CHANGE

A rating application has been made to Moody's Investors Services, Inc. ("Moody's") for a rating on the Series 2019 Bonds. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating assigned to the Series 2019 Bonds will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Series 2019 Bonds.

SECONDARY MARKET

There is no guarantee that a secondary market will develop for the Series 2019 Bonds. Subject to applicable securities laws and prevailing market conditions, the Underwriter intends but is not obligated to make a market in the Series 2019 Bonds.

FUTURE CHANGES IN LAWS

Various State laws and constitutional provisions apply to the operation of the System, the imposition, collection and pledging of the Net Revenues and the financing of the Board's operations in general. Other State and federal laws, constitutional provisions and regulations apply to the obligations evidenced by the Series 2019 Bonds. There is no assurance that there will not be any change in, interpretation of or addition to applicable laws, provisions and regulations which would have a material effect, directly or indirectly, on the Board or the Institutions.

FEDERAL TAX LEGISLATION/LOSS OF TAX EXEMPTION

From time to time, legislative proposals are pending in Congress that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Series 2019A Bonds, or possibly affect the ability of Bondholders to treat interest on the Series 2019A Bonds as exempt from federal income taxation. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Series 2019A Bonds.

As discussed under the heading "TAX MATTERS," the interest on the Series 2019A Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Series 2019A Bonds, as a result of acts or omissions of the Board or Institutions in violation of the tax covenants in the Bond Resolution.

ENFORCEABILITY OF REMEDIES

The Bond Resolution does not contain a provision allowing for the acceleration of the Series 2019 Bonds in the event of a default in the payment of principal of or interest on the Series 2019 Bonds when due. In the event of a default under the Bond Resolution, the Bondholders will only have the right to exercise the remedies provided in the Bond Resolution.

The remedies available upon an event of default under the Bond Resolution are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing laws and judicial decisions the remedies provided for under the Bond Resolution may not be readily available or may be limited. The Series 2019 Bonds may be subject to general principles of equity which may permit the exercise of judicial discretion, the reasonable exercise in the future by the State and

its governmental bodies of the police power inherent in the sovereignty of the State, and applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect. The various legal opinions to be delivered concurrently with the delivery of the Series 2019 Bonds will be qualified to the extent that the enforceability of certain legal rights related to the Series 2019 Bonds is subject to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by equitable remedies and proceedings generally.

BOND RATING

The Series 2019 Bonds are rated “___” by Moody’s based upon the rating agency’s assessment of the creditworthiness of the System. No application was made to any other rating service for the purpose of obtaining additional ratings on the Series 2019 Bonds. A rating reflects only the view of the rating agency giving such rating. An explanation of the significance of such rating may be obtained from the rating agency furnishing the same.

There is no assurance that any rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely if, in the judgment of the rating agency, circumstances so warrant. Any downward revision or withdrawal of a rating may have an adverse effect on the market price of the Series 2019 Bonds. The Underwriter has undertaken no responsibility either to bring to the attention of the Bondholders any proposed revision or withdrawal of any rating of the Series 2019 Bonds, or to oppose any such proposed revision or withdrawal.

TAX MATTERS

SERIES 2019A BONDS

Federal tax law contains a number of requirements and restrictions which apply to the Series 2019A Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Board has covenanted to comply with all requirements that must be satisfied in order for the interest on the Series 2019A Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Series 2019A Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2019A Bonds.

Subject to the Board’s compliance with the above-referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Series 2019A Bonds is excludable from the gross income of the owners thereof for federal income tax purposes, and is not included as an item of tax preference in computing the federal alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended (the “Code”).

In rendering its opinion, Bond Counsel will rely upon certifications of the Board with respect to certain material facts within the Board’s knowledge. Bond Counsel’s opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the Series 2019A Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued)

indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Series 2019A Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price for original issue discount (as further discussed below) and market discount purposes (the “*OID Issue Price*”) for each maturity of the Series 2019A Bonds is the price at which a substantial amount of such maturity of the Series 2019A Bonds is first sold to the public (excluding bond houses and brokers and similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers. The *OID Issue Price* of a maturity of the Series 2019A Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page hereof.

If the Issue Price of a maturity of the Series 2019A Bonds is less than the principal amount payable at maturity, the difference between the *OID Issue Price* of each such maturity, if any, of the Series 2019A Bonds (the “*OID Bonds*”) and the principal amount payable at maturity is original issue discount.

For an investor who purchases a *OID Bond* in the initial public offering at the *OID Issue Price* for such maturity and who holds such *OID Bond* to its stated maturity, subject to the condition that the Board complies with the covenants discussed above, (a) the full amount of original issue discount with respect to such *OID Bond* constitutes interest which is excludable from the gross income of the owner thereof for federal income tax purposes; (b) such owner will not realize taxable capital gain or market discount upon payment of such *OID Bond* at its stated maturity; (c) such original issue discount is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Code; and (d) the accretion of original issue discount in each year may result in an alternative minimum tax liability for corporations or certain other collateral federal income tax consequences in each year even though a corresponding cash payment may not be received until a later year. Owners of *OID Bonds* should consult their own tax advisors with respect to the state and local tax consequences of original issue discount on such *OID Bonds*.

Owners of Series 2019A Bonds who dispose of Series 2019A Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase Series 2019A Bonds in the initial public offering, but at a price different from the *OID Issue Price* or purchase Series 2019A Bonds subsequent to the initial public offering should consult their own tax advisors.

If a Series 2019A Bond is purchased at any time for a price that is less than the Series 2019A Bond’s stated redemption price at maturity, or, in the case of a *OID Bond*, its *OID Issue Price* plus accreted original issue discount (the “*Revised Issue Price*”), the purchaser will be treated as having purchased a Series 2019A Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Series 2019A Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser’s election, as it accrues. Such treatment would apply to any purchaser who purchases an *OID Bond* for a price that is less than its *Revised Issue Price*. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Series 2019A Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the Series 2019A Bonds.

An investor may purchase a Series 2019A Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as “bond premium” and must be amortized by an investor on a constant yield basis over the remaining term of the Series 2019A Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax-exempt bond. The amortized bond premium is treated as a reduction in the tax-exempt interest received. As bond premium is amortized, it reduces the investor’s basis in the Series

2019A Bond. Investors who purchase a Series 2019A Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its effect on the Series 2019A Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the Series 2019A Bond.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Series 2019A Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Series 2019A Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "*Service*") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Series 2019A Bonds. If an audit is commenced, under current procedures the Service may treat the Board as a taxpayer and the Bondholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Series 2019A Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax-exempt obligations, including the Series 2019A Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Series 2019A Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Series 2019A Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

SERIES 2019B BONDS

Interest on the Series 2019B Bonds is includible in gross income for federal income purposes. Ownership of the Series 2019B Bonds may result in other federal income tax consequences to certain taxpayers. Series 2019B Bondholders should consult their tax advisors with respect to the inclusion of interest on the Series 2019B Bonds in gross income for federal income tax purposes and any collateral tax consequences. Ownership of the Series 2019B Bonds may result in other state and local tax consequences to certain taxpayers, and Bond Counsel expresses no opinion regarding any such consequences arising with respect to the Series 2019B Bonds.

The Board may deposit moneys or securities in escrow in such amount and manner as to cause the Series 2019B Bonds to be deemed to be no longer outstanding under the Bond Resolution (a "*defeasance*"). A defeasance of the Series 2019B Bonds may be treated as an exchange of the Series 2019B Bonds by the holders thereof and may therefore result in gain or loss to the holders. Series 2019B Bondholders should consult their own tax advisors about the consequences if any of such a defeasance. The Board is required to provide notice of defeasance of the Series 2019B Bonds as a material event under its Continuing Disclosure Agreement.

The forms of approving opinions of Bond Counsel with respect to the Series 2019 Bonds are included as Appendix C hereto.

LITIGATION

At the time of delivery of the Series 2019 Bonds, the Board will certify that there is no litigation or other proceeding pending or, to the knowledge of the Board threatened, in any court, agency or other administrative body restraining or contesting the issuance of the Series 2019 Bonds or the pledging of Net Revenues, or in any way affecting the validity of any provision of the Bond Resolution or the Series 2019 Bonds.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Series 2019 Bonds are subject to the approving legal opinions of Chapman and Cutler LLP, Chicago, Illinois, Bond Counsel, who has been retained by, and acts as Bond Counsel to, the Board. Bond Counsel has not been retained or consulted on disclosure matters and has not undertaken to review or verify the accuracy, completeness or sufficiency of this Official Statement or other offering material relating to the Series 2019 Bonds and assumes no responsibility for the statements or information contained in or incorporated by reference in this Official Statement, except that in its capacity as Bond Counsel, Chapman and Cutler LLP has, at the request of the Underwriter, reviewed the statements under the captions “SUMMARY STATEMENT—Security and Source of Payment,” “—Rate Covenant” and “—Prior Parity Bonds,” “THE SERIES 2019 BONDS,” “SECURITY FOR THE SERIES 2019 BONDS,” “FUTURE PARITY BONDS FOR OTHER INSTITUTIONS,” “TAX MATTERS” and APPENDIX B – “SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION.” This review was undertaken solely at the request and for the benefit of the Underwriter and did not include any obligation to establish or confirm factual matters set forth herein.

Certain legal matters will be passed upon for the Board by its counsel, Nathan D. Lukkes, and certain matters will be passed upon for the Underwriter by SJ Gray Law LLC, Chicago, Illinois.

CONTINUING DISCLOSURE

In order to assist the Underwriter in complying with certain provisions of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) with respect to the Series 2019 Bonds, the Board will agree in a Continuing Disclosure Agreement to submit certain annual financial information and notices of certain events to the Electronic Municipal Market Access (“EMMA”) system maintained by the MSRB. The proposed form of the Continuing Disclosure Agreement is included as Appendix D to this Official Statement. The Continuing Disclosure Agreement may be enforced by any beneficial or registered owner of the Series 2019 Bonds, but the Board’s failure to comply will not be a default under the Bond Resolution.

A failure by the Board to comply with the Continuing Disclosure Agreement must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2019 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2019 Bonds and their market price.

The Board has previously entered into similar continuing disclosure agreements with respect to certain of its Outstanding Bonds. The Series 2006 Bonds, Series 2007 Bonds, Series 2008A Bonds and Series 2008B Bonds are exempt under the Rule and therefore not subject to continuing disclosure agreements. Set forth below are instances in the past five years where the Board has not complied, in all material respects, with its continuing disclosure obligations.

Several of the Board's prior series of Bonds (the "Insured Bonds") were insured by the monoline bond insurance companies (collectively, the "Bond Insurers"), as identified in the table below.

Insured Bonds*	Bond Insurers
Series 2003 SDSMT Bonds	ACA Financial Guaranty Corporation
Series 2009 Bonds	Assured Guaranty Corp.
Series 2005A Bonds	Financial Guaranty Insurance Company
Series 2005B Bonds	
Series 2003USD Bonds	MBIA Inc.
Series 2004 SDSU Bonds	
Series 2004 BHSU Bonds	
Series 2004A Bonds	

* No longer outstanding

Beginning in 2008, the ratings on the Insured Bonds changed based upon changes in the ratings of the Bond Insurers. The Board was not notified by the credit rating agencies of the changes in the Insured Bond ratings at the time the ratings of the Bond Insurers changed and did not make event notice filings with EMMA.

Before December 2004, S&P only rated the bonds of certain Institutions. When S&P issued its System-wide rating of "A," S&P lowered the separate bond rating of SDSU from A+ to "A" and applied the System-wide rating to the bonds of BHSU and SDSMT. On June 30, 2010, the long-term underlying rating assigned to the Board's System bonds by S&P was upgraded from "A" to "A+." The Board did not make the event notice filings in connection with these rating changes.

The Board did not file Historical and Projected Cash Flows of the System as part of its continuing disclosure for fiscal 2013. However, the official statement for the Board's 2014A Bonds that was filed with EMMA did contain the System cash flows.

For fiscal years 2012 and following, the Board discontinued filing certain combined financial statements of the Institutions as part of its annual financial information disclosure and substituted therefor Financial Statements of the Housing and Auxiliary Facilities System Revenue Bond Funds (unaudited). The new financial information was not available before fiscal year 2012 and, in the view of the Board, more accurately reflects the financial condition of the System.

The Board filed a notice with EMMA on August 13, 2014 disclosing the foregoing matters.

The Board filed with EMMA its Annual Financial Information for its outstanding bonds due on January 26, 2015, on January 29, 2015.

The Board believes that it is now in compliance in all material respects with its filing requirements under all of its continuing disclosure agreements.

The Board has created the position of Financial Compliance Officer to assist the Board in meeting its disclosure obligations under the Board's various continuing disclosure agreements. The Financial Compliance Officer will be responsible for all of the Board's EMMA filings.

UNDERWRITING

The Series 2019 Bonds are being purchased, subject to certain conditions, by Piper Jaffray & Co. (the “*Underwriter*”), pursuant to a Bond Purchase Agreement between the Board and the Underwriter.

The Underwriter has agreed to purchase all, but not less than all, of the Series 2019A Bonds at a price of \$_____, representing the par amount of the Series 2019A Bonds plus an original issue premium of \$_____ less the Underwriter’s discount of \$_____, and to make a bona fide public offering of the Series 2019A Bonds at not in excess of the public offering prices set forth on the inside front cover page hereof. The Underwriter will purchase all of the Series 2019A Bonds if any are purchased.

The Underwriter has agreed to purchase all, but not less than all, of the Series 2019B Bonds at a price of \$_____, representing the par amount of the Series 2019B Bonds less the Underwriter’s discount of \$_____, and to make a bona fide public offering of the Series 2019B Bonds at not in excess of the public offering prices set forth on the inside front cover page hereof. The Underwriter will purchase all of the Series 2019B Bonds if any are purchased.

The Underwriter has entered into a distribution agreement (“Distribution Agreement”) with Charles Schwab & Co., Inc. (“CS&Co”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to the Distribution Agreement, CS&Co. will purchase the Series 2019 Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Series 2019 Bonds that CS&Co. sells.

FINANCIAL STATEMENTS

The Board maintains funds and accounts for each Institutional System under the Bond Resolution. Set forth as Appendix E to this Official Statement are the Financial Statements of the Housing and Auxiliary Facilities System Revenue Bond Funds for the Fiscal Years Ended June 30, 2019 and 2018 (unaudited), which present the financial position and results of financial activity of such funds and accounts for the periods indicated. The financial statements report the combined activity of the funds and accounts established under the Bond Resolution for each Institutional System on a cash basis and include supplementary statements for each Institutional System separately. The funds and accounts included in the financial statements are the Housing and Auxiliary Facilities Revenue Fund, the Bond and Interest Sinking Fund Account and the Repair and Replacement Reserve Account. See “SECURITY FOR THE SERIES 2019 BONDS” and “APPENDIX B –SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION – FLOW OF FUNDS,” and APPENDIX E – FINANCIAL STATEMENTS OF THE HOUSING AND AUXILIARY FACILITIES SYSTEM REVENUE BOND FUNDS FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018 (UNAUDITED).”

The financial statements included in Appendix E are not audited but are accompanied by an independent accountant’s report on applying agreed upon procedures. The procedures performed by the independent accountant were agreed to by management of the Board solely to assist the Board in evaluating its compliance with its covenants under the Bond Resolution. No opinion has been expressed by the accountant with respect to internal controls or an audit of the financial statements. The Board did not prepare financial statements for the Bond Funds of the System prior to fiscal year 2010. See “HISTORICAL AND PROJECTED CASH FLOW OF THE SYSTEM.”

THE SERIES 2019 BONDS ARE OBLIGATIONS OF THE BOARD PAYABLE ONLY IN ACCORDANCE WITH THE TERMS THEREOF AND ARE NOT OBLIGATIONS GENERAL, SPECIAL, OR OTHERWISE, OF THE STATE OF SOUTH DAKOTA. THE SERIES 2019 BONDS DO NOT CONSTITUTE A DEBT, LEGAL OR MORAL, OF THE

STATE OF SOUTH DAKOTA, AND ARE NOT ENFORCEABLE AGAINST THE STATE, NOR WILL PAYMENT THEREOF BE ENFORCEABLE OUT OF ANY FUNDS OF THE BOARD, OR OF ANY INSTITUTION, OTHER THAN THE INCOME AND REVENUES PLEDGED AND ASSIGNED TO, OR IN TRUST FOR THE BENEFIT OF, THE BONDHOLDERS.

MISCELLANEOUS

The foregoing descriptions or summaries of the Series 2019 Bonds and the Bond Resolution and all references to other materials not purporting to be quoted in full are only brief outlines of some of the provisions therein and do not purport to summarize or describe all of the provisions thereof. Reference is hereby made to such instruments and other materials for the complete provisions thereof, which may be examined, or copies of which will be furnished, upon request to the Board, Office of the Executive Director, 306 East Capitol Avenue, Suite 200, Pierre, South Dakota 57501-2545.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, including statements of belief, and any estimates are intended as such and not as representations of fact.

AUTHORIZATION

The Board has authorized the distribution of this Official Statement.

At the time of the delivery of the Series 2019 Bonds, the Board will furnish a certificate executed by the Executive Director stating that, to the best knowledge of such person, this Official Statement did not (as of the date hereof) and does not (as of the date of the delivery of the Series 2019 Bonds) contain any untrue statements of a material fact or omit to state any material fact required to be stated herein, or necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading (except for information relating to DTC).

SOUTH DAKOTA BOARD OF REGENTS

By _____
Executive Director, South Dakota Board of Regents

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APPENDIX A

SOUTH DAKOTA BOARD OF REGENTS
AND SOUTH DAKOTA HIGHER EDUCATIONAL INSTITUTIONS

GENERAL DESCRIPTION

GOVERNANCE

Control of higher educational institutions in the State of South Dakota is vested in the Board of Regents (the “*Board*”).

The Board’s duties and responsibilities are described by statute (South Dakota Codified Law Ch. 13-49 through 13-56):

The Board shall have power to establish such departments and courses of study in the institutions under its control as it may think best, to determine what textbooks shall be used, and what requirements for the admission and graduation of students shall be maintained.

The Board shall have power to enact and enforce all rules and regulations, not in conflict with any law, and deemed necessary by it for the wise and successful management of the institutions under its control and for the government for students and employees therein.

The Board may delegate provisionally to the president, dean, superintendent, or faculty of any school under its control, so much of the authority conferred by Section 13-54-4 as in its judgment seems proper and in accordance with usual custom in such cases.

The Board is authorized to confer all scholastic honors and degrees usually granted by such boards; and all degrees, diplomas and certificates of graduation shall be issued and conferred in its name and by its expressed authority. In conferring degrees the Board shall conform as nearly as may be to the best and most reputable current practice in such matters. Students shall be graduated from each institution by the Board upon recommendation of the faculty of such institution.

ADMINISTRATION

The Board’s institutions are managed by presidents appointed by the Board and by chief business, research, student and academic vice presidents of each component institution. The chief administrative officers at all of the component institutions report to the Board through Dr. Paul B. Beran, Executive Director and CEO, and meet six times per year. The president prepares annual operating budgets, capital expenditure budgets, maintenance and repair plans, reports and requests for submission to the Board and conducts the ongoing affairs of his or her institution.

Following is summary biographical information relating to each member of the Board, the administrative officers of the Board and the presidents of the component institutions:

BOARD OF REGENTS

President of Board**Kevin V. Schieffer**

Kevin Schieffer, appointed in August 2013, earned his Bachelor’s degree from the University of South Dakota and is a graduate of Georgetown University School of Law where he also served as an adjunct professor of law. Currently, Regent Schieffer is a business consultant in Sioux Falls. In 2008, he retired

after 12 years as chief executive officer of Cedar American Rail Holdings Inc., the largest regional railroad system in the U.S. He was appointed as United States attorney for South Dakota by President George H.W. Bush in 1991 and served as chief of staff to former U.S. Senator Larry Pressler from 1982-1991.

Vice President of Board

John W. Bastian

John Bastian, appointed in December 2014, holds a Bachelor's degree in political science from South Dakota State University and a J.D. degree from Hamline University School of Law. He was a circuit court judge for the Fourth Judicial Circuit for 20 years and retired in 2013. Prior to that service, he spent 10 years in the attorney general's office as an appellate attorney and prosecutor. Bastian is also a veteran of the United States Air Force. He serves part-time with the South Dakota Unified Judicial System and is assigned to preside over cases in the Fourth, Sixth and Seventh Judicial Circuits.

Secretary of Board

Jim Morgan

Jim Morgan, appointed in March 2015, retired in 2013 after 12 years as president and CEL of Daktronics, concluding a four-decade career at the Brookings-based electronics manufacturer, which is the world's industry leader in designing and manufacturing electronic scoreboards, programmable display systems, and large-screen video displays. He joined Daktronics in the company's first year of operation as its first design engineer while still a college student. He remains on the company's board of directors. Morgan is a graduate of South Dakota State University where he earned both his B.S. and M.S. degrees in electrical engineering.

Student Board Member

Lucas Lund

Lucas Lund is a senior at the University of South Dakota, where he majors in Spanish, international studies, and political science. He also has begun graduate studies at USD in the master of public administration program, which he plans to complete in May 2020. Lund works as a student assistant in the Dean of Students' Office and has taught Spanish to college-bound students through the Upward Bound summer program. He is chapter president of the Lambda Chi Alpha Fraternity and serves on the General Fraternity's International Board of Directors. He is a co-founder and chairman of the Student Alumni Association, active in student government and the Interfraternity Council, and was the President's New Student Leader of the Year in 2016. Appointed by Governor Dugaard in 2018, his term will expire in 2020.

Board Member

Randy Schaefer

Randy Schaefer, appointed in June 2009, is a 1984 Dakota State University (DSU) graduate with a bachelor of science in education. He is a State Farm Insurance agent in Madison where he has achieved many accomplishments, including the Top 100 New Agents Club, Agency Masters Club, and the Regional Vice President's Club. He is an active member of the National Association of Insurance & Financial Advisors, South Dakota Retailers, Madison's Chamber of Commerce, and the Lake Area Development Association. Schaefer currently serves on the DSU Foundation Board of Trustees. He has remained active through Junior Achievement and other volunteer work at various schools and at athletic events.

Board Member

Joan Wink

Joan Wink is a professor emerita of California State University, Stanislaus. Since retirement in 2007, she has been an adjunct professor at Black Hills State University, South Dakota State University, and in the Global Education Master's Program of The College of New Jersey in Mallorca, Spain. She retired from

these positions completely in the spring of 2017. Throughout her career, she focused on languages, literacy, and learning in pluralistic contexts. Dr. Wink completed her Ph. D. in Curriculum and Instruction (Texas A&M, 1991); two Masters' degrees from the University of Arizona (Spanish, 1981; Educational Foundations/Bilingual, 1985); and a Spanish and English undergraduate degree from Yankton College, SD, 1966.

Board Member

Jim Thares

Jim Thares is the founder and CEO of Primrose Retirement Communities, an Aberdeen company founded in 1989 that currently operates 35 senior living communities in 16 states. He has also worked in hotel development and as a certified public accountant. Thares is a graduate of Moorhead State University, where he earned his degree in accounting

Board Member

Barb Stork

Barb Stork founded and, from 1989 to 2016, served as CEO of Midwest Provisions Inc., a multi-million-dollar contract food service company serving large corporations throughout the Midwest from South Dakota to Texas. She also served as chair of the Sanford Health System Board of Trustees and is a past chairwoman of the Sioux Falls Area Chamber of Commerce. A native of Ute, Iowa, Stork earned a bachelor's degree in business administration from West Texas A&M University in Canyon, Texas. Appointed by Governor Noem in 2019, her term will expire in 2025.

Board Member

Pam Roberts

Pam Roberts, appointed in March 2016, holds a Bachelor's degree in Commercial Economics from South Dakota State University. She retired in 2013 after a career in senior leadership roles with state government including Secretary of Labor, Commissioner of Personnel, and Chief of Operations in the administrations of governors Janklow, Mickelson, Miller, Rounds and Daugaard. She and her husband operate their family's ranch in Stanley and Lyman counties. She is currently in the final year of a two-year term as chair of the South Dakota Republican Party.

ADMINISTRATIVE OFFICERS

Executive Director and CEO

Dr. Paul B. Beran

Paul B. Beran was appointed July 27, 2018, to lead South Dakota's six public universities and two special schools as the Board of Regents' executive director and chief executive officer. Dr. Beran began his duties with the Board of Regents in the Pierre central office Sept. 1, 2018.

Dr. Beran's career in higher education includes service in six states, first as a faculty member and administrator, and for 17 years as a university CEO in Arkansas and Oklahoma public university systems. Before joining the University of Arkansas System in 2006 as chancellor of the University of Arkansas-Fort Smith, Dr. Beran was president of Northwestern Oklahoma State University, with campuses in Alva, Enid, and Woodward, Okla.

Prior to his time in Arkansas and Oklahoma, Dr. Beran served as a senior administrator at community colleges in Massachusetts and Missouri. At the beginning of his career, he was a faculty member at the university and community college level in Texas.

He holds a Ph.D. in curriculum and instruction in higher education from Texas A&M University and has completed post-graduate work at the University of Houston. He also has a master of arts degree in English and bachelor degrees in English and political science, all from Stephen F. Austin State University in

Texas. Paul and Janice Beran reside in Pierre, S.D. They have two sons, two daughters-in-law, and three grandchildren.

Vice-President of Finance and Administration

Heather K. Forney, CPA

Heather Forney started with the Board of Regents in 2009 working in the finance area and left in 2014 to take on the role of controller at the South Dakota School of Mines & Technology (SDSMT). She was promoted to Vice President of Finance and Administration at SDSMT prior to her return to the Board office in September of 2019 as the System VP of Finance and Administration. In addition to her previous work for the Board of Regents, she acted as the deputy executive director for the South Dakota Public Utilities Commission, served in academia as an adjunct instructor of economics and accounting, and worked in public accounting. She holds master's and bachelor's degrees in accounting, both from the University of South Dakota and is a Certified Public Accountant. She has been involved in all aspects of South Dakota higher education finances, including management of components of the auxiliary system for over a decade.

PRESIDENTS

Interim President - Black Hills State University

Dr. Laurie Stenberg Nichols

For the past three years Nichols led the University of Wyoming as its 26th president, the first woman to hold this post. From 2009 to 2016 she served as provost and vice president for academic affairs at South Dakota State University. From 1994 to 2009 she was dean of family and consumer sciences at South Dakota State University. In 2008 she was tapped to be the interim president at Northern State University. Interim Pres. Nichols was an American Council on Education (ACE) fellow, class of 2006-2007. Prior to that, she taught at secondary and post-secondary levels in South Dakota, Colorado, Nebraska, Ohio, Idaho, and Iowa.

A native of Colman, S.D., Nichols received her undergraduate degree in home economics education from South Dakota State University. She holds a master's of education degree in vocational and adult education from Colorado State University and a Ph.D. in family and consumer sciences education/family studies from The Ohio State University.

She will serve as interim president while a national search for the university's next president is conducted and the next president is appointed.

President - Dakota State University

Dr. Jose-Marie Griffiths

Dr. José-Marie Griffiths is president of Dakota State University in Madison, South Dakota. President Griffiths has spent her career in research, teaching, public service, corporate leadership, economic development, and higher education administration. She has served in presidential appointments to the National Science Board, the U.S. President's Information Technology Advisory Committee, and the U.S. National Commission on Libraries and Information Science. She has recently been appointed a member of the National Security Commission on Artificial Intelligence, part of the John S. McCain National Defense Authorization Act for 2019 and is chairman of the Workforce Subcommittee for the commission. She has led projects for over 28 U.S. federal agencies such as the National Science Foundation, NASA, the Department of Energy, and various intelligence and military agencies, over 20 major corporations such as AT&T Bell Laboratories and IBM, in over 35 countries, and worked with seven major international organizations, including NATO and the United Nations. She has received over 20 significant awards in science, technology, teaching and the advancement of women in these fields.

President - Northern State University

Dr. Tim Downs

Dr. Downs became the 17th president of Northern State University in May 2016. Prior to joining NSU, Dr. Downs was the provost and chief academic officer of New York's Niagara University where he provided leadership and supervision for all facets of Niagara University's academic affairs work since 2011. As provost, Dr. Downs helped redefine the first-year student assessment process at Niagara to better place students in courses for academic success. Dr. Downs began his career as a professor and evolved into the administrative ranks. He has extensive experience in the public higher education arena, with 14 years spent working in the state higher education systems of California and Kansas. He holds a Ph.D. in organizational communication from the University of Oklahoma, a master's degree in communication studies from West Virginia University, and a B.A. degree, also in communication studies, from California State University, Los Angeles.

President - South Dakota School of Mines & Technology

Dr. James Rankin

James (Jim) Rankin, PhD returned to his alma mater as the 19th president of South Dakota School of Mines & Technology. A South Dakota native from Draper and Fort Pierre, Rankin graduated from SD Mines in 1978 with a Bachelor of Science degree in electrical engineering. Prior to returning to Mines, Dr. Rankin's leadership as vice-provost for research and economic development at the University of Arkansas generated more than 50 start-up companies and significantly increased annual external funding to \$103 million. He led efforts to develop the institution's first strategic plan in research and economic development, instituted several faculty recognition programs, and developed an expedited industry contracting process. Previously at Ohio University, Rankin was interim vice president for research, associate dean, professor of electrical engineering, and director of the Avionics Engineering Center. He has also been a professor at St. Cloud State University and an engineer at Rockwell-Collins. Rankin's personal research has been funded by numerous NASA and FAA grants. His Ph.D. and master's degrees in electrical engineering were earned at Iowa State University.

President - South Dakota State University

Dr. Barry H. Dunn

Dr. Barry H. Dunn, the endowed dean of the College of Agriculture and Biological Sciences, director of SDSU Extension, and professor of animal science at South Dakota State University, became SDSU's 20th president in June 2016. Dunn graduated from SDSU with a Bachelor's degree in Biology in 1975 and later completed two graduate degrees at the Brookings campus. As the South Dakota Corn Utilization Council endowed Dean of Agriculture and Biological Sciences, Dunn administered a \$78 million annual budget, which included more than \$20 million in grant and contract awards, along with fundraising and development. He first worked in Brookings as an Extension livestock specialist and assistant professor in the Department of Animal and Range Science from 1997 to 2004. He returned to SDSU after spending six years at Texas A&M University-Kingsville as executive director of the King Ranch Institute for Range Management. Along with his undergraduate biology degree, he holds Master's and Doctorate degrees in Animal Science, all from SDSU.

President - University of South Dakota

Sheila K. Gestring, MBA

Sheila K. Gestring, M.B.A., became the 18th president of the University of South Dakota on June 22, 2018, after serving as chief financial officer since 2010 and a part of the USD finance staff since 2006. She is a South Dakota native, and the second USD graduate and woman to serve as president.

Gestring obtained her undergraduate degree in Accounting and Business Administration from the University of Sioux Falls and her M.B.A. from the University of South Dakota. Gestring started her career working in various finance related positions for the State of South Dakota Departments of Health, Transportation and Human Services. She moved on to become the Director, Internal Audit for the South Dakota Board of Regents. Prior to her time at USD, Gestring served as the CFO at Flathead Valley Community College in Kalispell, MT until 2006. She was an instrumental leader in the University of

South Dakota Foundation's 'Onward' campaign, which surpassed over \$250 million raised for student scholarships and development. Beyond her commitment to the university, Gestring has been a driving force in growing the city of Vermillion and creating a positive, symbiotic relationship between the community and university serving as past chairperson of the Vermillion Chamber and Development Corporation and a member of multiple Vermillion NOW campaigns.

COMPONENT INSTITUTIONS

A summary description of the component institutions follows:

Black Hills State University offers 19 certificate, 5 associate, 56 baccalaureate and 8 master's degree programs within 3 academic units including the College of Liberal Arts, the College of Business and Natural Sciences, and the College of Education and Behavioral Sciences.

Dakota State University offers 28 certificate, 7 associate, 28 baccalaureate, 7 master's, and doctoral degrees programs within 4 academic units including the College of Business and Information Systems, the College of Arts and Sciences, the Beacom College of Computer and Cyber Sciences, and the College of Education.

Northern State University offers 15 certificate, 7 associate, 45 baccalaureate, and 8 master's degree programs housed within 4 academic units including the College of Arts and Sciences, the School of Business, the Millicent Atkins School of Education, and the School of Fine Arts.

South Dakota School of Mines & Technology offers 10 certificate, 1 associate, 21 baccalaureate, 15 masters, and 9 doctoral degree programs.

South Dakota State University offers 82 majors, 35 specializations, 94 minors, 36 master's degree programs, 15 doctoral programs, and two professional doctorates within 9 academic units including the College of Agriculture Food and Environmental Sciences, the College of Arts, Humanities and Social Sciences, The College of Education and Human Sciences, the College of Natural Sciences, the Jerome J. Lohr College of Engineering, the College of Nursing, the College of Pharmacy and Allied Health Professions, the Graduate School, and the Van D. & Barbara B. Fishback Honors College.

The University of South Dakota offers 51 certificate, 3 associate, 77 baccalaureate and 35 master's, and 18 doctoral degree programs in addition to 2 graduate education specialist degrees and terminal doctoral degrees in law and medicine within 8 academic units including the College of Arts and Sciences, the Beacom School of Business, the School of Education, the College of Fine Arts, the Graduate School, the School of Law, the Sanford School of Medicine, and the School of Health Sciences.

ENROLLMENT

The following are the historical headcount enrollment and FTE figures at the institutions during the past five fall semesters:

**Fall Headcount Enrollment by
Component Institutions**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
BHSU	4,395	4,244	4,178	4,035	3,858
DSU	3,145	3,190	3,307	3,382	3,268
NSU	3,496	3,587	3,611	3,493	3,427
SDSMT	2,943	2,859	2,778	2,654	2,529
SDSU	12,589	12,613	12,527	12,107	11,518
USD	9,971	10,038	10,261	10,066	9,920
TOTAL	<u>36,439</u>	<u>36,531</u>	<u>36,662</u>	<u>35,737</u>	<u>34,520</u>

**Fall Full-time Equivalent Enrollment by
Component Institutions**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
BHSU	2,883	2,825	2,806	2,646	2,521
DSU	1,859	1,897	1,989	2,037	2,063
NSU	1,995	1,954	1,931	1,913	1,817
SDSMT	2,404	2,394	2,327	2,197	2,156
SDSU	10,142	10,130	10,108	9,802	9,403
USD	7,401	7,400	7,473	7,497	7,344
TOTAL	<u>26,684</u>	<u>26,600</u>	<u>26,634</u>	<u>26,093</u>	<u>25,304</u>

The following are the combined historical headcount enrollment figures for undergraduate and graduate and professional students at all of the institutions during the previous five fall semesters.

Headcount Enrollment by Undergraduate and Graduate

<u>Fall Term</u>	<u>Undergraduate</u>	<u>Graduate and Professional</u>	<u>Total</u>
2019	29,114	5,406	34,520
2018	30,073	5,664	35,737
2017	30,876	5,786	36,662
2016	30,515	6,016	36,531
2015	30,521	5,918	36,439

The following are the historical undergraduate admissions figures for the institutions for the previous five fall semesters:

Historical Undergraduate Admissions						
Fall Semesters						
	BHSU	DSU	NSU	SDSMT	SDSU	USD
2015						
Freshman:						
Applications	1,356	849	1,318	1,476	5,060	3,735
Acceptances	1,276	681	1,134	1,245	4,640	3,303
Matriculants	42%	64%	29%	40%	48%	39%
Transfers						
Applications	552	552	292	318	1,408	1,284
Acceptances	450	423	200	220	1,095	947
Matriculants	74%	63%	74%	53%	57%	56%
2016						
Freshman:						
Applications	1,614	917	1,015	1,352	5,173	3,604
Acceptances	1,287	755	594	1,157	4,695	3180
Matriculants	44%	44%	59%	43%	48%	40%
Transfers						
Applications	490	561	258	288	1,378	1,327
Acceptances	401	443	171	191	1,092	981
Matriculants	67%	61%	66%	51%	58%	55%
2017						
Freshman:						
Applications	1,698	968	994	1,436	5,550	3,866
Acceptances	1,477	819	839	1,204	5,072	3,359
Matriculants	38%	47%	39%	38%	45%	40%
Transfers						
Applications	541	586	196	268	1,289	1,277
Acceptances	458	488	163	175	1,038	1,034
Matriculants	62%	59%	67%	49%	59%	58%
2018						
Freshman:						
Applications	1,858	1,058	1,068	1,460	5,390	4,120
Acceptances	1,647	880	941	1,211	4,982	3,535
Matriculants	30%	46%	36%	38%	44%	41%
Transfers						
Applications	399	519	220	203	1,110	1,135
Acceptances	344	417	184	119	914	883
Matriculants	65%	60%	52%	57%	55%	60%

Historical Undergraduate Admissions						
Fall Semesters						
	BHSU	DSU	NSU	SDSMT	SDSU	USD
2019						
Freshman:						
Applications	1,810	1,381	1,410	1,505	5,861	4,434
Acceptances	1,789	1,118	1,191	1,153	5,277	3,831
Matriculants	28%	38%	29%	41%	40%	34%
Transfers						
Applications	293	504	188	179	1,008	920
Acceptances	288	398	150	111	850	689
Matriculants	62%	62%	62%	59%	59%	63%

The non-resident student population has grown from 7,714 students representing 25.1% of the student population in fall 2005, to 13,187 or 38.2% of the student population for fall 2019. Recruiting and retaining non-resident students is one of the Board's strategic goals in order to meet the State's workforce needs and to offset the aging population. The institutions recruit heavily throughout the Midwest as well as in states where demand exceeds capacity. The following table sets forth, by percentage, a breakdown of the System's enrollment by residency classification for the previous five fall semesters:

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
In-State Students	64.0%	62.1%	62.2%	62.0%	61.8%
Out-of-State Students	31.6	33.1	33.1	33.6	34.1
Foreign Students	4.4	4.8	4.7	4.4	4.1
TOTAL	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

The Board has been able to grow enrollments for the last decade despite declining high school graduate numbers in the region. The following table shows the South Dakota and Midwest region public high school graduate numbers.

High School Graduates

	Actual	Projected	Percent
	<u>2009-10</u>	<u>2019-20</u>	<u>Change</u>
South Dakota	8,162	8,140	-0.3%
Midwest	726,844	703,240	-3.2%

Source: National Center for Education Statistics

Institution Enrollments

	Actual	Actual	Percent
	<u>2009-10</u>	<u>2019-20</u>	<u>Change</u>
Headcount	33,779	34,520	2.2%
Full-Time Equivalents	25,468	25,304	-0.6%

Enrollments for fall 2019 at the institutions essentially dipped compared to last year, decreasing three percent. Headcount enrollment decreased by 1,127 students, or 3.4%, compared to 2018. The number of full-time equivalent students being served decreased by 789 students or 3% from 2018. Given the very low unemployment rates, small decreases in enrollment is not surprising. Increasing student retention, growing the non-traditional student population, improving graduation rates, and recruiting non-residents have been key components of the enrollment management strategy of the Board.

The retention rates for campuses have been improving since the Board began to track and reward institutions for improvements. The retention rate for new degree seeking students from fall 2006 to fall 2007 was 70% for the Institutions. That has increased to 78% for new degree-seeking students retained from fall 2018 to fall 2019. (Source: Regents Information Systems.) Nationally, the student retention rate at 4-year public institutions is 74.3% for fall 2017, the most recent data available. (Source: NCES IPEDS Data Center.)

The Board and the institutions have made distance education a priority to reach more place-bound and non-traditional students. The Board has focused on distance education opportunities by encouraging the growth of distance programs and building educational centers in three population centers in the state. The system enrolled nearly 26,739 students in distance education courses in FY19 at the institutions, an increase of 21.7% over FY14. This growth represents an investment by the institutions in offering more courses and programs via distance. Distance education uses a variety of delivery mechanisms, primarily through the internet and the Digital Dakota Network and the off-campus centers in Sioux Falls, Pierre, and Rapid City.

Distance Education Enrollments Fall 2014 – Fall 2019

<u>Enrollment Measurement</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>	<u>FY19</u>	<u>5-Year Change</u>
Unduplicated Headcount	12,553	13,475	14,069	15,312	15,136	14,870	18.5%
Total Enrollment	21,968	23,726	24,912	27,819	27,557	26,739	21.7%
Total Credit Hours	59,874	67,288	68,591	76,556	76,337	74,316	24.1%

FACULTY AND EMPLOYEES

The number of faculty and employees budgeted by the component institutions of the System as of July 1, 2019, the most recent date for which such information is available is set forth in the following table:

	<u>Faculty and Employees</u>
Faculty (FTE)	1,667
All Other Employees (FTE)	3,529
Subtotal	5,196
Board Administration (FTE)	25
Total	5,221

FINANCIAL INFORMATION

The table below reflects the Condensed Combined Balance Sheet of the institutions at June 30, 2016, 2017 and 2018.

Condensed Combined Balance Sheet of the Institutions
(In Thousands)

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Assets & Deferred Outflows:			
Current Assets	\$ 330,831	\$ 360,961	\$ 392,526
Restricted Assets	283,903	278,122	233,008
Other Noncurrent Assets	407,898	388,331	447,101
Capital Assets, Net	1,096,765	1,152,699	1,218,059
Deferred Outflows	127,393	129,864	156,928
Total Assets & Deferred Outflows	<u>\$ 2,246,790</u>	<u>\$ 2,309,977</u>	<u>\$ 2,447,622</u>
Liabilities & Deferred Inflows:			
Current Liabilities	127,942	136,803	156,408
Noncurrent Liabilities	580,632	633,567	562,948
Deferred Inflows	95,734	15	26,286
Total Liabilities & Deferred Inflows	<u>\$ 804,308</u>	<u>\$ 770,385</u>	<u>\$ 745,642</u>
Net Position:			
Invested in Capital Assets, Net of Related Debt	634,195	682,479	733,108
Restricted for Pensions	91,598	73,814	122,639
Restricted	584,783	641,799	690,049
Unrestricted	131,906	141,500	156,183
Net Position	<u>\$ 1,442,482</u>	<u>\$ 1,539,592</u>	<u>\$ 1,701,979</u>

The following table presents the Combined Statement of Revenues, Expenses and Changes in Net Assets of the institutions (Unaudited) for the fiscal years ended June 30, 2016, 2017 and 2018.

**COMBINED STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET
POSITION OF THE INSTITUTIONS
(In Thousands)**

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Operating Revenue:			
Tuition and Fees (net of discounts and allowances for scholarships of \$39,620)	\$254,775		
Tuition and Fees (net of discounts and allowances for scholarships of \$40,979)		\$254,470	
Tuition and Fees (net of discounts and allowances for scholarships of \$43,140)			\$254,966
Use of Money and Property			
Sales and Services (net of discounts and allowances for scholarships of \$11,337)	122,067		
Sales and Services (net of discounts and allowances for scholarships of \$11,884)		118,612	
Sales and Services (net of discounts and allowances for scholarships of \$12,877)			122,005
Administering Programs	106,961	108,817	116,733
Other Revenue	45,529	115,549	75,041
Total Operating Revenue	\$529,332	\$597,448	\$568,745
Operating Expenses:			
Personal Services and Benefits	\$396,947	\$452,349	\$393,377
Travel	19,129	20,272	20,202
Contractual Services	114,183	119,676	126,968
Supplies and Materials	63,847	67,209	63,573
Grants and Subsidies	38,935	35,361	37,146
Other	6,627	4,050	2,438
Interest	43	301	267
Depreciation/Amortization	47,472	53,355	54,776
Total Operating Expenses	\$687,183	\$752,573	\$698,747
Operating Income (Loss)	(\$157,851)	(\$155,125)	(\$130,002)
Non-operating Revenue (Expenses):			
Gain/(Loss) on Disposal of Assets	(\$2,209)	(\$892)	(\$1,064)
Realized Gain on Defeasance of Bonds	0	0	432
Interest Income	(1,077)	18,391	46,072
Interest Expense	(22,502)	(22,692)	(21,731)
Other Expense	(8,305)	(9,515)	(12,047)
State Aid from Primary Government	232,245	206,253	210,972
Federal Appropriation	7,192	5,216	6,539
Grant and Other Income	33,883	36,613	35,280
Depreciation	0	0	0
Total Non-operating Revenue (Expenses)	239,227	\$233,374	264,453

Income (Loss) Before Capital Grants	\$81,376	\$78,249	\$134,451
Capital Grants	23,406	5,468	4,857
Additions to Endowments and Special Items	7,119	12,512	23,508
Change in Net Position	\$111,904	\$96,229	\$162,816
Net Position at Beginning of Year, restated	\$1,330,578	\$1,443,363	\$1,539,165
Net Position at End of Year	\$1,442,482	\$1,539,592	\$1,701,981

STATE APPROPRIATIONS

The operations of the institutions are dependent upon the continued support of the State through appropriations of general revenues. The Legislature is a part-time body that meets annually and appropriates funds on a fiscal year basis, July 1 through June 30. The State Legislature appropriated \$224.2 million in general funds for the Board of Regents institutions for the 2019-20 fiscal year. The total budget for the System was \$832 million.

The higher education budget in South Dakota tends to be a base plus budget with no current formulas or statutes governing the funding levels. The State Legislature funds targeted appropriations by adding them to the base budgets of the institutions. State funding support over the last decade has focused on the ability of higher education to grow the state's economy through research and providing an educated workforce to drive the state's economy and meet the needs of the state's citizens.

The State support of higher education grew at an average rate of 4.5% from fiscal year 2000 to fiscal year 2009. Similar to other states, starting in fiscal year 2010 the State began to experience a downturn in the economy and the public universities budget was cut by \$12.2 million or 7.9%. All but \$700,000 of this was replaced with federal American Recovery and Reinvestment Act ("ARRA") funding. In fiscal year 2011, the budget was again cut by \$2.4 million or 1.7%. The cuts for fiscal year 2010 and fiscal year 2011 were both backfilled with tuition funding. The fiscal year 2012 base State budget was cut by \$14.1 million, or a 10.3% reduction of State funding. A similar reduction in funding was made across state government to balance the State's budget. Tuition was used to backfill \$9.1 million of the Board's cut with a final cut of \$5.6 million. While the institutions experienced a reduction in state funding from fiscal year 2010 to fiscal year 2012, the System only suffered an actual loss in revenue of about \$3.0 million or 1.9% when considering tuition revenue increases related to rate increases and enrollment growth. In fiscal year 2013, higher education received \$1.4 million or .9% in new State funding. The "ARRA" funding was replaced with State dollars totaling \$10.6 million and a \$4.5 million dollar employee compensation package was appropriated giving us a total increase in State funding of \$16.6 million or 11%. In fiscal years 2014 and 2015, the general fund increase totaled \$12.6 million and \$13.4 million respectively or a 7.5% increase in both FY14 and FY15. In FY16, the general fund increase was reduced by nearly half in comparison to the two previous fiscal years, totaling \$7.3 million or 3.8% over FY15. For FY17, the general fund base was increased by \$10.7 million or 5.3%. In FY18 base budgets were cut across the state government, with the System taking a \$3.5 million cut in general funds or -1.7%. The FY19 general fund budgets saw an increase of \$4.8 million or 2.3% to base funding. FY20 saw continued growth to the general fund base of \$10.8 million, 4.8%, which included a \$7.2 million salary package.

Future levels of State support are dependent upon the ability and willingness of the State Legislature to make appropriations to the institutions taking into consideration the availability of financial resources and other potential uses of such resources.

TUITION AND FEES

The Board adopted a strategic plan in 2014 that identified affordability as one of four strategic goals. To that end, the Board has been focused on minimizing tuition increases for resident students. For FY15-FY18, the Board requested the funding from the State to freeze tuition including funding to cover mandatory cost increases related to the salary and benefit package, and inflation on operating expenses. The request was funded for FY15 and FY17 and resident on-campus students did not see an increase in tuition and mandatory fees for those years. The average increase for all undergraduate students was 3.4% for FY20. Room and board costs were adjusted accordingly to cover mandatory costs or as planned to pay for any housing improvements, with an average increase of 2.7% in FY20. Off-campus and distance delivery rates increased by an average of 3.3% for that same year.

Following is a table showing the total tuition and fees charged by each institution for a full-time student for academic year 2019-20.

Tuition and Fees for Full-time Students**Academic Year 2019-20**

	Undergraduate Resident	Undergraduate Nonresident	Graduate Resident	Graduate Nonresident
BHSU	\$ 9,009	\$12,155	\$9,042	\$16,183
DSU	9,536	12,606	9,674	16,539
NSU	8,751	11,822	8,887	15,752
SDSMT	10,050	14,432	10,072	18,182
SDSU	9,114	12,620	9,217	16,675
USD	9,332	12,807	9,391	16,849

Prior to fiscal year 2007, the Board offered students from 14 states that were part of an interstate compact a reduction in nonresident tuition rates. The non-resident rate for states in the compact was 150% of the resident rate. All other nonresident students paid 320% of the resident tuition rate. Starting in fiscal year 2007, the Board reduced the nonresident rate for all states to 150%. The institutions aggressively recruited in target states and grew their nonresident enrollments. The Board monitored the revenues through fiscal year 2010 and found that enrollments were offsetting the reduced rate, and in fact overall revenues were increasing. The Board authorized an adjacent state tuition program offering new freshman and new transfer students from Wyoming, Montana, North Dakota, Nebraska, Iowa, and Colorado a tuition rate equivalent to the resident undergraduate rate set for each university starting summer 2019. On-campus nonresident enrollments increased from 25% of total headcount in fiscal year 2006, to 45.1% in fiscal year 2018, an increase of 3,558 students.

While many states have experienced double digit tuition and fee increases over the last decade, the Board has been very conscious of student affordability. The Board monitors the cost in the surrounding states and looks closely at resident and non-resident costs. Beginning in FY13 the Board changed the number of credit hours required for graduation from 128 credits to 120. The average tuition and fee increase over the last six years for an undergraduate resident has been 2.45%.

**History of Tuition and Fee Rates
Undergraduate Resident**

	<u>Average Cost</u>	<u>\$ Change</u>	<u>Percent Change</u>
FY03	\$4,179.73	\$310.61	8.0%
FY04	4,551.47	371.73	8.9
FY05	4,903.77	352.31	7.7
FY06	5,178.22	274.44	5.6
FY07	5,580.67	402.45	7.8
FY08	5,951.55	370.88	6.6
FY09	6,474.33	522.78	8.8
FY10	6,904.08	429.75	6.6
FY11	7,217.27	313.18	4.5
FY12	7,721.05	503.78	6.9
FY13	7,675.61	(45.43)	(.6)
FY14	8,038.50	362.89	4.7
FY15	8,038.50	0.00	0.0
FY16	8,475.00	436.50	5.4
FY17	8,503.75	28.75	0.3
FY18	8,811.33	307.58	3.6
FY19	9,018.00	206.67	2.3
FY20	9,298.67	280.67	3.1
		Average Increase	5.0%

The State began to fund the South Dakota Opportunity Scholarship Program in fiscal year 2005. The scholarship program is the first state-funded merit based scholarship program. The scholarship value was \$5,000 over four years. For students starting in FY16, the scholarship was increased from \$5,000 to \$6,500, or about 19% of the tuition and fees for an eligible undergraduate student over a four-year period. New students receive \$1,300 for the first three years and \$2,600 for the last year. As of fall 2018, there were 4,062 recipients attending all South Dakota institutions, with 3,183 at the Board of Regents' universities.

TEN YEAR CAPITAL INVESTMENT PLAN

The Board funds the maintenance and repair and any capital investments to its academic facilities by dedicating 11.5% of all tuition to the Higher Education Facilities Fund ("HEFF"). The creation of the fund and the uses of the dollars are provided in the South Dakota Codified Laws. Any investment in academic facilities requires approval by the South Dakota Legislature. Each year the South Dakota Legislature appropriates the funds for maintenance and repair and approves any major remodels, or new facilities through passage of legislation. In 2000, 2005 and 2012, the South Dakota Legislature approved the Board's proposed Ten-Year Capital Investment Plan. The current 2012 ten-year plan represents a principal investment of \$105,000,000 of HEFF and \$95,252,182 of private and federal money into academic facilities. The Board and institutions have been aggressive in investing in infrastructure and buildings to make the campuses attractive to today's demanding students. The Board's 2012 Ten-Year Capital Investment Plan follows.

2012 Ten-Year Plan Proposed Funding Schedule

September 2016

Project		Fund Sources				Proposed HEFF Bonding			
		HEFF Bonds	Other Bonds	Other Funds	Project Total	FY2014	FY2015	FY2017	TBD
Infrastructure Projects**									
BHSU	Infrastructure Repair and Upgrade	\$4,000,000		\$500,000	\$4,500,000	\$4,000,000			\$0
DSU	Energy Efficiency and ADA Compliance	\$1,275,000		\$0	\$1,275,000	\$1,275,000			\$0
NSU	Street Improvements	\$600,000		\$0	\$600,000	\$600,000			\$0
SDSM&T	Utility Infrastructure	\$2,740,000		\$500,000	\$3,240,000	\$2,740,000			\$0
SDSU	Utility Tunnel, Steam/Condensate Infrastructure Repair & Modernization	\$7,000,000		\$10,434,000	\$17,434,000	\$7,000,000			\$0
SDSU	Utility Repairs & Upgrades - Water, Sanitary Sewer, Storm Sewer	\$5,000,000		\$5,043,000	\$10,043,000	\$0			\$5,000,000
USD	Mechanical Overhaul & Modernization	\$8,000,000		\$2,000,000	\$10,000,000	\$8,000,000			\$0
		\$28,615,000		\$18,477,000	\$47,092,000	\$23,615,000	\$0	\$0	\$5,000,000
** Other funds will come from campus HEFF M&R allocations.									
Building Projects									
BHSU	Jonas Science Renovation	\$1,250,000		\$2,900,000	\$4,150,000	\$1,250,000			\$0
BHSU	E. Y. Berry Library Renovation	\$3,000,000		\$1,500,000	\$4,500,000	\$0			\$3,000,000
DSU	Information Systems Building	\$6,000,000		\$5,400,000	\$11,400,000	\$0	\$6,000,000		\$0
NSU	Johnson Fine Arts Center Renovation and Addition	\$5,000,000		\$9,108,648	\$14,108,648	\$5,000,000			\$0
SDSM&T	Chemistry/Chemical Engineering Renovation **	\$6,040,000		\$519,000	\$6,559,000	\$0	\$6,040,000		\$0
SDSU	New Headhouse & Greenhouses	\$1,000,000		\$3,414,000	\$4,414,000	\$1,000,000			\$0
SDSU	Architecture, Math & Engineering	\$10,000,000		\$5,755,142	\$15,755,142	\$10,000,000			\$0
SDSU	Visual Arts Facility	\$7,500,000		\$4,900,000	\$12,400,000	\$0			\$7,500,000
SDSU	Performing Arts Center	\$13,000,000		\$35,391,807	\$48,391,807	\$0		\$13,000,000	\$0
SDSU	New Cow-Calf Research & Education Unit - Volga	\$900,000	\$2,000,000	\$1,732,500	\$4,632,500	\$900,000			\$0
USD	Science, Health, and Research Lab Building*	\$9,695,000		\$3,904,085	\$13,599,085	\$8,695,000			\$0
USD	Patterson Hall Renovation	\$5,500,000		\$250,000	\$5,750,000	\$6,500,000			\$0
USD	Dakota Hall	\$7,500,000		\$0	\$7,500,000	\$0			\$7,500,000
		\$76,385,000	\$2,000,000	\$74,775,182	\$153,160,182	\$33,345,000	\$12,040,000	\$13,000,000	\$18,000,000
Total Infrastructure Plus Building Projects		\$105,000,000	\$2,000,000	\$93,252,182	\$200,252,182	\$56,960,000	\$12,040,000	\$13,000,000	\$23,000,000

NO PENSION OBLIGATIONS

Employees of the Board and the institutions participate in the State of South Dakota's pension and other postemployment benefit (OPEB) plans for which the State is responsible for making employer contributions. As such, the Board and the institutions do not carry any pension or OPEB liabilities. As of June 30, 2016, the State had no unfunded pension obligations with respect to its OPEB.

STATE AND FEDERALLY-SPONSORED RESEARCH EXPENDITURES

Federal agencies continue to provide the largest portion of funding for the institutions' research and training projects. The following table sets forth the amounts of research expenditures sponsored by federal agencies during fiscal year 2019, the last year for which such numbers are available.

FY19 Expenditures from Grants and Contracts
Restricted Non-Appropriated Current Fund Expenditures

	State	Federal*	Private	Total
BHSU	\$ 420,983	\$ 3,017,060	\$ 184,731	\$ 3,622,774
DSU	5,632,554	3,954,108	1,864,458	11,451,120
NSU	3,797,339	835,615	571,223	5,204,177
SDSMT	1,049,247	9,102,049	1,010,010	11,161,306
SDSU	2,614,345	23,068,437	1,374,773	27,057,555
USD	1,824,186	10,751,726	1,923,126	14,499,038
Subtotal	15,338,654	50,728,995	6,928,321	72,995,970
SSOM	1,087,869	11,101,182	996,849	13,185,900
SDSU Extension	353,797	2,307,685	1,303,707	3,965,189
SD AES	1,692,118	8,677,933	5,497,879	15,867,930
Total	<u>\$18,472,438</u>	<u>\$72,815,795</u>	<u>\$14,726,756</u>	<u>\$106,014,989</u>

* Federal expenditures DO NOT include American Recovery and Reinvestment Act Stabilization dollars (the dollars that replaced general funds) or federal, state or private resources expended as scholarships or financial aid. Federal expenditures DO include individual American Recovery and Reinvestment Act grants awarded to the institutions.

Source: Accounting System Expenditure Data

Like most states, the reductions in federal research investments caused a decline in overall grants and contracts starting in FY12. The state saw year over year growth in FY19 and is continuing to make investments in research and development which should grow expenditures in future years.

Expenditures from Grants and Contracts History

	State	Federal*	Private	Total
FY05	\$ 4,385,361	\$ 56,862,794	\$ 8,193,674	\$ 69,441,829
FY06	6,935,326	59,411,904	8,868,567	75,215,797
FY07	7,039,778	59,642,209	8,586,682	75,268,669
FY08	7,982,665	60,744,686	9,884,378	78,611,729
FY09	7,808,992	68,700,165	9,797,768	86,306,925
FY10	8,731,238	86,152,766	8,784,544	103,668,548
FY11	6,974,069	104,889,644	8,275,465	120,139,178
FY12	8,603,988	93,998,883	9,063,144	111,666,015
FY13	8,933,190	76,623,730	11,264,601	96,821,521
FY14	9,522,242	64,532,247	9,626,593	83,681,082
FY15	10,092,160	61,219,224	12,100,220	83,411,604
FY16	11,431,428	66,847,138	11,643,215	89,921,781
FY17	11,172,077	69,989,586	13,444,170	94,605,833
FY18	15,622,436	69,437,792	12,626,500	97,686,728
FY19	18,472,438	72,815,795	14,726,756	106,014,989

* Federal expenditures do not include American Recovery and Reinvestment Act Stabilization dollars (the dollars that replaced general funds) or federal, state or private resources expended as scholarships or financial aid. Federal expenditures do include individual American Recovery and Reinvestment Act grants awarded to the institutions.

Source: Accounting System Expenditure Data

To further support the South Dakota research agenda, the State funded ten new Ph.D. programs over the past fifteen years, including a \$1.9 million investment for a joint Ph.D. program in Physics during the 2013 Legislative session. Additionally, during this time frame they began re-commissioning the former Homestake Gold Mine in Lead, SD, into the Sanford Underground Research Laboratory (SURF). Initially, South Dakota Scientists worked with the National Science Foundation (“NSF”) on a long-term goal of converting SURF into a national Deep Underground Science and Engineering Laboratory, with funding transitioning to the Department of Energy (“DoE”) in 2012. The State has appropriated over \$45 million to support SURF since 2004, which has been leveraged to garner over \$248 million in other funding, and has resulted in over \$170 million in spending in South Dakota to date. Through continued operational funding support from the DoE, the laboratory is currently engaged in a series of preliminary experiments, which if successful will hold great promise for education, technology and research in physics. The Long-Baseline Neutrino Facility (“LBNF”), which broke ground in July of 2017 and is led by Fermilab, is the largest planned experiment for SURF, including over 160 institutions and 950 collaborators from 30 countries. Facility construction for LBNF is estimated to exceed \$300 million, with the experiment planned at \$150-\$200 million.

The State has made strategic investments in research in a large part through the institutions. Research awards at the institutions have grown fairly steady since FY2000, rising from \$33.2 million to \$114 million in fiscal year 2019. During this time frame, South Dakota was ranked first in the country for a number of consecutive years (2002-2005) based on its percentage growth in research awards and expenditures. From FY2006-2007, South Dakota experienced the second highest percentage of increase

of research and development funding. Investments in research infrastructure through the Established Program to Stimulate Competitive Research (“EPSCoR”) and the Governor Research Center programs has helped to generate an average of \$130 million a year in economic impact in the state over the last five fiscal years. Technology Transfer and Commercialization activities have begun to expand over the past decade as institutions have begun to aggressively facilitate the transfer of intellectual property and innovation into the marketplace. Due to these successes, research growth continues to be a goal of the Board and the State and is emphasized in the State’s new Science and Innovation Strategy. In 2019, the State Legislature appropriated \$300,000 in ongoing annual funding to support the operations of research parks at SDSU, SDSM&T and USD.

PRIVATE SECTOR CAMPAIGNS

Comprehensive fundraising efforts at various institutions are directed toward support of annual programs to address facilities expansion and renovation and establishment of endowments for instruction, research and patient care activities.

BHSU – The Black Hills State University Foundation completed a \$22 million capital campaign in June 2014 raising \$26.6 million. The campaign raised funds for scholarships, the alumni center and athletic facilities. A new \$23 million capital campaign is currently in the quiet phase. \$41.6 million has been raised and an updated \$40 million campaign will be completed December 2019. This campaign is raising money for student scholarships and athletic facility upgrades.

DSU – The Trojans Unite capital campaign is for a new athletics complex at DSU. A lead gift of \$10 million was pledged for the \$42 million phase 1 portion. The total project is estimated at \$90 million. The capital campaign was announced in August 2019. The university also plans to begin a campaign in the future for additional scholarships, both academic and athletic.

NSU – Major gifts have been pledged to the Northern State University Foundation (NSUF) for campus facilities. A \$22.7 million gift funded the construction costs of two residence halls that opened in the fall of 2018. Another gift of \$25.2 million funded the construction of a regional science education center. The NSUF is in the final stages of the \$55 million Educational Impact Campaign. This campaign will provide funding for the Athletic & Recreational Fields which includes a football practice field, women’s soccer field and pavilion, a new School for the Blind and Visually Impaired and a sports complex that will include a football stadium, softball stadium, locker rooms and event space. The campaign pledges recently reached \$52 million. The Athletic & Recreational Fields were completed in the fall of 2018, the School for the Blind and Visually Impaired will open in the fall 2019 and construction on the sports complex is scheduled to begin in the spring of 2020. Additional scholarship pledges have also been received during the course of this campaign.

SDSMT – Given the priority of scholarship dollars, an increased focus will be placed on both endowed and non-endowed funds for academic and athletic scholarships over the next three to five years. The Mineral Industries project has been identified as a campus priority, which the SDSMT Foundation is actively discussing with donors. The Mineral Industries project is designed to create an environment that supports the delivery of a multi-discipline curriculum and research program for SDSMT’s geology, mining engineering and metallurgy majors. If commitment for state support for this project is received, the discussion with donors will be accelerated regarding this project. A significant percentage of the funds needed to complete the expansion of the Surbeck Center Expansion have been secured. Pending a review of the space utilization in our library, this priority may be reevaluated. A significant percentage of the

funds needed to complete the building of an Alumni Center have been secured. This project will move forward via targeted solicitations and not through a significant campaign to our alumni and donors.

SDSU – The SDSU Foundation is in a comprehensive campaign that began in 2017 and is expected to run through 2023. The campaign has a working goal of \$425 million. The goals of the campaign were established based on priorities of South Dakota State University, as outlined in the University’s strategic plan, Imagine 2023. In September 2019 the One Day for State campaign raised over \$1.3 million from 3,744 donors in 24 hours to support scholarships, academic programming and student travel.

USD – The University of South Dakota and the USD Foundation completed a 7-year \$250 million comprehensive campaign in June 2019. The fundraising efforts of the campaign raised more than \$272 million in support of the following campus-wide initiatives: \$98.6 million for student scholarships; \$21.1 million for the support of faculty; \$79.7 million for student and program enrichment programs; and \$73 million for capital projects.

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION

The Series 2019 Bonds will be issued under the Bond Resolution. Reference is made to the Bond Resolution for complete details of the terms of the Series 2019 Bonds and the security therefor. The following is a summary of certain provisions of the Bond Resolution and should not be considered as a full statement thereof.

DEFINITIONS

The following are definitions of certain terms used in this Official Statement and in the Bond Resolution. To the extent defined terms are used in the Official Statement but are not defined herein, such terms will have the meaning set forth in the Bond Resolution.

“Act” means the Board of Regents Revenue Bond Act of 1971, as amended, South Dakota Codified Laws, Chapter 13-51A, as it may be amended and supplemented.

“Annual Debt Service” means, in any Fiscal Year, an amount in such Fiscal Year equal to the principal payable on the Bonds (or, if applicable, a particular series of the Bonds) at maturity, mandatory redemption, mandatory prepayment or otherwise, together with interest to be paid thereon in such Fiscal Year.

In determining Annual Debt Service in any future Fiscal Year for any purpose in the Bond Resolution when any Bonds bear, or are to bear, interest at a Variable Rate, *“Annual Debt Service”* shall be computed as follows: (a) if any Variable Rate Bonds are Outstanding, the greater of (i) 120% of the average rate of interest payable on such Variable Rate Bonds over the last 12 months that any such Variable Rate Bonds have been Outstanding or (ii) 120% of the most current actual interest rate on such Variable Rate Bonds, and (b) if no Variable Rate Bonds are then Outstanding, but are to be issued, 100% of the most recently published interest rate in *The Bond Buyer* as the 30 Year Index of 25 Revenue Bonds or a comparable index selected by the Executive Director of the Board, but in all cases not in excess of the rate authorized by law. If a swap agreement setting a fixed rate has been entered into and is in effect with respect to such Bonds, such fixed rate shall be used in determining such Annual Debt Service.

“BHSU” means Black Hills State University, and its successors and assigns.

“Board” or *“Board of Regents”* means the South Dakota Board of Regents, and its successors and assigns.

“Bond” or *“Bonds”* means each series of Housing and Auxiliary Facilities System Revenue Bonds or Housing and Auxiliary Facilities Revenue Bonds issued under the provisions of the Bond Resolution and any supplemental resolution authorizing such series of Bonds.

“Bond and Interest Sinking Fund Account” means the account of that name established for each Institutional System pursuant to the requirements of the Bond Resolution.

“Bond Counsel” means any firm of nationally recognized bond counsel reasonably acceptable to the Board.

“Bond Insurance Policy” means a bond insurance policy issued with respect to a series of Bonds as may be provided in the Bond Resolution or in the supplemental resolution authorizing such series of Bonds.

“Bond Insurer” means the entity, if any, identified as such with respect to a series of Bonds in the Bond Resolution or in the supplemental resolution authorizing such series of Bonds.

“Bond Registrar” means the bond registrar and paying agent appointed for a series of Bonds in accordance with the provisions of the Bond Resolution or in the supplemental resolution authorizing such series of Bonds. The Bond Registrar for the Series 2019 Bonds is First Bank & Trust, Brookings, South Dakota, and its successors and assigns.

“Bond Resolution” means the Bond Resolution of the Board adopted October 21, 2004, as supplemented and amended by the first supplemental system revenue bond resolution adopted by the Board on December 6, 2005 (as amended), the second supplemental system revenue bond resolution adopted by the Board on November 22, 2006 (as amended), the third supplemental system revenue bond resolution adopted by the Board on December 13, 2007 (as amended), the fourth supplemental system revenue bond resolution adopted by the Board on March 28, 2008 (as amended), the fifth supplemental system revenue bond resolution adopted by the Board on October 22, 2008 (as amended), the sixth supplemental system revenue bond resolution adopted by the Board on May 21, 2009 (as amended), the seventh supplemental system revenue bond resolution adopted by the Board on October 12, 2011 (as amended), the eighth supplemental system revenue bond resolution adopted by the Board on December 12, 2012, the amended and restated ninth supplemental system revenue bond resolution adopted by the Board on December 4, 2013 (as amended), the tenth supplemental system revenue bond resolution adopted by the Board on August 14, 2014, the eleventh supplemental system revenue bond resolution adopted by the Board on December 2, 2015, the twelfth supplemental system revenue bond resolution adopted by the Board on December 7, 2016, the Thirteenth Supplemental System revenue bond resolution adopted by the Board on December 6, 2017, the Fourteenth Supplemental Resolution and all resolutions supplemental thereto.

“Business Day” means a day of the year on which the corporate trust office of a Bond Registrar is not required or authorized to remain closed.

“Chief Financial Officer of the Institution” means the Chief Financial Officer of the Institution, or his or her designee.

“Code” means the Internal Revenue Code of 1986, as from time to time supplemented or amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed Regulations as in effect from time to time and as applicable to a series of Bonds.

“Debt Service Account” means the account of that name established for each Institutional System pursuant to the requirements of the Bond Resolution.

“Debt Service Reserve Account” or *“Debt Service Reserve Subaccount”* means an account or subaccount of that name established for each Institutional System pursuant to the requirements of the Bond Resolution.

“Debt Service Reserve Requirement,” if required upon issuance of a series of Bonds as provided in the Bond Resolution, means the lesser of (i) Maximum Annual Debt Service on the Bonds which are secured by a subaccount of the related Debt Service Reserve Account, (ii) 125 per cent of average Annual Debt Service on the Bonds which are secured by such subaccount of the related Debt Service Reserve

Account, or (iii) 10 per cent of the original principal amount of the Bonds which are secured by such subaccount of the related Debt Service Reserve Account; *provided, however*, that the amount of the Debt Service Reserve Requirement, if any, for future series of Bonds shall be determined by the Board and set forth in the supplemental resolution authorizing such series. Such Debt Service Reserve Requirement may be satisfied in whole or in part by a Reserve Account Credit Instrument or by such other securities or agreements as may be provided in the Bond Resolution or in the supplemental resolution authorizing the issuance of such series of Bonds. There is no Debt Service Reserve Requirement for any series of Outstanding Bonds or the Series 2019 Bonds.

“Depository” means the State Treasurer of the State of South Dakota, or any bank or banks designated by the Board as custodians of accounts under the Revenue Fund (except the Debt Service Account, which is to be maintained by the related Bond Registrar, and a Debt Service Reserve Account, which, at the option of the Board, may be maintained by the related Bond Registrar) and for the related Project Construction Fund and the related Expense Fund. Any such bank or banks shall be a member of the Federal Deposit Insurance Corporation.

“DSU” means Dakota State University and its successors and assigns.

“Escrow Agent” means First Bank & Trust, Brookings, South Dakota, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement between the Board and the Escrow Agent with respect to the principal of and interest on the Refunded Series 2011 Bonds.

“Escrow Fund” means the escrow fund established under the Fourteenth Supplemental Resolution and held by the Escrow Agent pursuant to the Escrow Agreement.

“Executive Director” means the Executive Director of the Board, or his or her designee.

“Existing Facilities” means, for each Institution, the facilities (including equipment) of the Institutions described in the Bond Resolution, together with all improvements, repairs, extensions or replacements, hereafter constructed or acquired that have not been converted to non-income use or abandoned for non-economic feasibility, as determined by resolution of the Board and filed with the Executive Director.

“Expense Fund” means each fund established under the Bond Resolution for a series of Bonds or in a supplemental resolution authorizing a series of Bonds into which a part of the proceeds of such Bonds will be deposited and which will be used for the purpose of paying costs of issuance of such Bonds.

“Favorable Opinion of Bond Counsel” means, with respect to any action the occurrence of which requires such an opinion, a written opinion of legal counsel acceptable to the Board, having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal obligations, to the effect such actions will not adversely affect the exclusion of interest on the Series 2019A Bonds from federal gross income for purposes of the Code.

“Fiscal Year” means the period commencing July 1 of any calendar year and ending June 30 of each succeeding calendar year.

“Fourteenth Supplemental Resolution” means the Fourteenth Supplemental Revenue Bond Resolution approved by the Board on December 11, 2019.

“General Activity Fee” means fees that support student functions related to co-curricular activities, operations of the student union building, cultural events, homecoming, student government, student newspapers, athletics, intramural activities, fine arts, wellness centers and debt on student unions.

“Government Securities” means direct, general obligations of the United States of America, or any obligations unconditionally guaranteed as to the payment of principal and interest by the full faith and credit of the United States of America or such other obligations of the United States of America that are permitted to be used for defeasance purposes under State law. Government Securities, if any, used to defease a series of Bonds must meet the requirements of the related Bond Insurer, if any, as set forth in the Bond Resolution or in the supplemental resolution authorizing the series of Bonds.

“Gross Revenues” means all fees, rentals, and other charges from students, staff members and others using or being served by, or having the right to use or the right to be served by, or to operate any portion of the facilities comprising an Institutional System.

“Institution” means each of the following: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, the University of South Dakota and any other institution which becomes part of the System.

“Institutional System” means, for each Institution, each and all of the following: (i) any facilities financed with the proceeds of Bonds issued for such Institution; (ii) the Existing Facilities of such Institution as described in the Bond Resolution; and (iii) all repairs, replacements, alterations, extensions, betterments, developments and improvements hereafter acquired, constructed or installed for such Institutional System, that have not been converted to non-economic use and occupancy or abandoned for non-economic feasibility, as determined by resolution of the Board.

“Maximum Annual Debt Service” means, with respect to a series of Bonds or, if applicable, all of the Bonds, the largest total Annual Debt Service payable in the then current or any future Fiscal Year after deducting the amount of the related Debt Service Reserve Requirement from the last maturity or mandatory redemption amount of any series of Bonds which are secured by such Debt Service Reserve Account of an Institutional System.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and their assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *“Moody’s”* shall be deemed to refer to any other nationally recognized securities rating organization designated by the Board, by notice to the Bond Registrar.

“Net Revenues” means that portion of the Gross Revenues of an Institution remaining after providing sufficient funds for the reasonable and necessary cost of currently maintaining, repairing, insuring, and operating the Institutional System, including the related Operating Reserve.

“NSU” means Northern State University and its successors and assigns.

“Operating Reserve” means such amount as is from time to time certified by the Chief Financial Officer of an Institution as adequate and necessary for working capital for operation of the Institutional System; *provided* that such Operating Reserve shall not exceed one-fourth of the operating and maintenance expenses of such Institutional System for the preceding 12 months.

“Outstanding” when used in reference to the Bonds, means, as of a particular date, the aggregate of all Bonds authenticated and delivered under the Bond Resolution, except:

(a) those cancelled at or prior to such date by the Bond Registrar or delivered to the Bond Registrar at or prior to such date for cancellation;

(b) those deemed to be paid in accordance with the Bond Resolution, as described in this Appendix B under “Defeasance;”

(c) those in exchange or substitution for or in lieu of which other Bonds shall have been authenticated and delivered pursuant to the Bond Resolution; and

(d) for purposes of any consent or other action to be taken by the Owners of a specified percentage of a series of Bonds under the Bond Resolution, Bonds held by or for the account of the Board or an Institution, unless all such Bonds are so held.

“*Owner*” or “*Bondholder*” means, with respect to any Bond, the person in whose name such Bond shall be registered upon the registration books of the Bond Registrar.

“*Paying Agent*” means the entity acting as the Bond Registrar for such series of Bonds.

“*Permitted Encumbrances*” means with respect to the sites of the System (a) liens for taxes and special assessments which are not then delinquent or, if then delinquent, are being contested in good faith; (b) utility, access and other easements and rights-of-way, restrictions and exceptions that will not interfere in any substantial way with or impair the operation of the System; (c) any known mechanic’s, laborer’s, materialman’s, supplier’s or vendor’s lien or right in respect thereof, if payment is not due under the contract in question or if such lien is being contested in good faith; (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the property included in the System and do not materially impair the property affected thereby for the purpose for which it was acquired or is held; (e) zoning laws and similar restrictions not violated and liens arising in connection with workmen’s compensation, unemployment insurance, taxes, assessments, statutory obligations or liens, social security legislation, undetermined liens and charges incidental to construction, or other similar charges arising in the ordinary course of operations and not overdue or, if overdue, being contested in good faith; (f) such other liens and charges at the time required by law as a condition precedent to the transaction of the activities of the Board or the related Institution or the exercise of any privileges or licenses necessary to the Board or the related Institution; (g) lease agreements or lease-purchase agreements the payments on which are paid from operating revenues; (h) the pledge of any revenue bonds or additional debt that is subordinate to the Bonds; and (i) the pledge to the Bonds.

“*Permitted Investments*” means any investment permitted by the law of the State for the investment of public funds.

“*President*” means the President of the Board.

“*Project*” means the facilities to be constructed with a series of Bonds.

“*Project Construction Fund*” means each fund established under the Bond Resolution for a series of Bonds or under a supplemental resolution authorizing a series of Bonds into which a part of the proceeds of such series of Bonds will be deposited and which will be used for the purpose of paying the cost of the related Project.

“*Record Date*” means, with respect to the Series 2019 Bonds, the fifteenth day of the calendar month preceding the calendar month in which an interest payment date occurs.

“Redemption Date” means April 1, 2021, the date that the Refunded Series 2011 Bonds will be redeemed.

“Refunded Series 2011 Bonds” means the NSU portion of the Series 2011 Bonds redeemed on April 1, 2021, the Redemption Date.

“Repair and Replacement Reserve Account” means the account of that name for each Institutional System established pursuant to the requirements of the Bond Resolution.

“Reserve Account Credit Instrument” means an insurance policy, surety bond or irrevocable letter of credit which may be delivered to the Bond Registrar in lieu of or in partial substitution for cash or securities required to be on deposit in a Debt Service Reserve Account. In the case of an insurance policy or surety bond, the company providing the same shall be an insurer which, at the time of issuance of the policy, has been assigned the highest rating accorded insurers by Moody’s and S&P, and the policy or bond shall be subject to the irrevocable right of the Bond Registrar to draw thereon in a timely fashion upon satisfaction of any conditions set forth in the Bond Resolution. In the case of a letter of credit, the letter of credit shall be irrevocable and shall be payable to the Bond Registrar and shall be issued by a banking institution having a credit rating on its long-term unsecured debt within one of the two highest rating categories from Moody’s and S&P.

“Revenue Fund” means the fund of that name established for each Institutional System pursuant to the requirements of the Bond Resolution.

“RRR Requirement” means an amount equal to 5% of the cost of construction, furnishing and equipping all facilities in an Institutional System (the *“Accumulation Amount”*). Each Institution shall make an annual deposit (the *“Annual Deposit”*) of 10% of the annual amount transferred to its Bond and Interest Sinking Fund Account (unless there has been a transfer from its Repair and Replacement Reserve Account to eliminate a deficiency in its Bond and Interest Sinking Fund Account or its Debt Service Reserve Account, as provided in the Bond Resolution). All of the funds in the Repair and Replacement Reserve Account may be used for any and all of the purposes set forth in the Bond Resolution, and there is no cash balance requirement for the Repair and Replacement Reserve Account, which an Institution can access until there is a zero balance therein. Annual Deposits are required in each Fiscal Year until the Accumulation Amount is funded. From time to time, if the amount in the Repair and Replacement Reserve Account falls below the Accumulation Amount, the Institution shall resume making an Annual Deposit in each Fiscal Year until the Accumulation Amount is funded.

“S&P” means S&P Global Ratings, a corporation duly organized and existing under the laws of the State of New York, its successors and their assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, *“S&P”* shall be deemed to refer to any other nationally recognized securities rating organization designated by the Board, by notice to the Bond Registrar.

“SDSMT” means the South Dakota School of Mines and Technology, and its successors and assigns.

“SDSU” means South Dakota State University, and its successors and assigns.

“Securities Depository” means The Depository Trust Company or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories, or no such depositories, as the Board may designate in accordance with the Bond Resolution in a certificate delivered to the Bond Registrar.

“Series 2019 DSU Bond and Interest Subaccount” means the subaccount of that name established in the Fourteenth Supplemental Resolution.

“Series 2019 DSU Capitalized Interest Subaccount” means the subaccount of that name established in the Fourteenth Supplemental Resolution.

“Series 2019 DSU Project” means the DSU project funded with the Series 2019A Bonds.

“Series 2019 DSU Project Construction Fund” means the fund of that name established in the Fourteenth Supplemental Resolution.

“Series 2019 Expense Fund” means the fund of that name established in the Fourteenth Supplemental Resolution into which a part of the proceeds of the Series 2019 Bonds will be deposited and which will be used for the purpose of paying the costs of issuance of the Series 2019 Bonds.

“Series 2019 NSU Bond and Interest Subaccount” means the subaccount of that name established in the Fourteenth Supplemental Resolution.

“Series 2017 Bonds” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2017, issued under the Bond Resolution in the amount of \$88,260,000.

“Series 2016 Bonds” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2016, issued under the Board Resolution in the amount of \$19,625,000.

“Series 2015 Bonds” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2015, issued under the Board Resolution in the amount of \$22,525,000.

“Series 2014A Bonds” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2014A, issued under the Bond Resolution in the amount of \$39,905,000.

“Series 2014B Bonds” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2014B, issued under the Bond Resolution in the amount of \$13,760,000.

“Series 2013A Bonds” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2013A, issued under the Bond Resolution in the amount of \$11,990,000.

“Series 2011 Bonds” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2011, issued under the Board Resolution in the amount of \$63,480,000.

“Series 2008A Bonds” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2008A, issued under the Bond Resolution in the amount of \$4,770,000.

“Series 2008B Bonds” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2008B, issued under the Bond Resolution in the amount of \$5,230,000.

“*Series 2007 Bonds*” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2007, issued under the Bond Resolution in the amount of \$8,540,000.

“*Series 2006 Bonds*” means the South Dakota Board of Regents Housing and Auxiliary Facilities System Revenue Bonds, Series 2006, issued under the Bond Resolution in the amount of \$9,015,000.

“*State*” means the State of South Dakota.

“*System*” means, collectively, all of the Institutional Systems.

“*Tax Exemption Certificate and Agreement*” means the agreement of that name delivered by the Board in connection with the issuance of a series of Bonds.

“*USD*” means the University of South Dakota, and its successors and assigns.

“*Variable Rate*” means a variable, floating or fluctuating interest rate on any Bonds established in accordance with the terms of the supplemental resolution under which said Bonds are authorized.

PROCEEDS OF THE SERIES 2019 BONDS

Creation of Funds and Accounts. Separate funds and subaccounts have been created under the Fourteenth Supplemental Resolution with respect to the Series 2019 Bonds as follows:

- (i) a separate subaccount of the Bond and Interest Sinking Fund Account of each of the following Institutional Systems: (A) for DSU’s Institutional System, the “*Series 2019 DSU Bond and Interest Subaccount*”; and (B) for NSU’s Institutional System, the “*Series 2019 NSU Bond and Interest Subaccount*”;
- (ii) a separate Expense Fund under the Bond Resolution, designated the “*Series 2019 Expense Fund*”, which fund may contain subaccounts for each of the Series 2019A and 2019B Bonds if deemed necessary by the Executive Director and the Bond Registrar;
- (iii) a separate Project Construction Fund under the Bond Resolution, designated the “*Series 2019 DSU Project Construction Fund*” and subaccount of the Series 2019 DSU Project Construction Fund designated as the “*Series 2019 DSU Capitalized Interest Subaccount*”; and;
- (iv) a separate trust fund with the Escrow Agent designated the “*Escrow Fund.*”

All deposits to the funds and accounts described in clauses (i), (ii) and (iii) shall be made with the Depository.

Application of Proceeds of the Series 2019 Bonds. The proceeds of the Series 2019 Bonds shall be deposited in the amounts set forth in the Fourteenth Supplemental Resolution, as follows:

- (i) the amount necessary to pay the principal of and interest on the Refunded Series 2011 Bonds up to and including the Redemption Date, to the Escrow Fund;
- (ii) the amount necessary to finance the Series 2019 DSU Project, to the Series 2019 DSU Project Construction Fund with the amount equal to the interest on the Series 2019A Bonds

relating to the Series 2019 DSU Project through April 1, 2021 to the Series 2019 DSU Capitalized Interest Subaccount; and;

(iii) the remaining proceeds of the Series 2019 Bonds, to the Series 2019 Expense Fund.

Series 2019 Expense Fund. Amounts in the Series 2019 Expense Fund shall be used to pay the expenses of the issuance of the Series 2019 Bonds not paid on the date of the delivery of the Series 2019 Bonds. Any excess after payment of such expenses shall be deposited by the Executive Director in the Series 2019 DSU Project Construction Fund or as otherwise determined by the Executive Director.

Escrow Fund. Amounts in the Escrow Fund will be sufficient to provide for the payment of the principal of and interest on the outstanding Refunded Series 2011 Bonds to their Redemption Date.

Series 2019 DSU Project Construction Fund. Except as otherwise provided in the Bond Resolution, all moneys held in the Series 2019 DSU Project Construction Fund shall be used or held for use solely for the payment of the cost of the Series 2019 DSU Project and for capitalized interest through April 1, 2021. The moneys in the Series 2019 DSU Project Construction Fund and the Series 2019 DSU Capitalized Interest Subaccount that are not needed for expenditures therefrom may be invested and reinvested in any Permitted Investments, having a maturity date, or becoming due at the option of the holder, not more than three years subsequent to the date of investment or the completion of the Series 2019 DSU Project, whichever is sooner, having due regard to the estimates of DSU as to the times such moneys will be needed. Interest, or any profit or loss realized, from such investments prior to the completion of the Series 2019 DSU Project shall be deposited in or charged to the Series 2019 DSU Project Construction Fund.

The description of the Series 2019 DSU Project set forth herein may be supplemented or amended at any time by the Board, without the consent of any Series 2019A Bondholder as long as the facilities to be added to such project description are authorized by the Act and upon receipt of a Favorable Opinion of Bond Counsel with respect to such supplement or amendment. Prior to the application of money in the Series 2019 DSU Project Construction Fund for the cost of facilities to be included in the amended Series 2019 DSU Project description and if the facilities to be so included are not already a part of the DSU Institutional System, the Board shall adopt a resolution which describes such new facilities in sufficient detail to allow such facilities to be included in the DSU Institutional System and which includes such facilities in the DSU Institutional System. The Board shall also adopt a resolution which amends the Series 2019 DSU Project description; *provided* that, if the Board has previously delegated authority to make expenditures consistent with such changes to the Series 2019 DSU Project description, such delegation shall control.

If, upon the completion of the Series 2019 DSU Project, such proceeds received from the sale of the Series 2019A Bonds deposited in the Series 2019 DSU Project Construction Fund or transferred therein from the Series 2019 Expense Fund, and the investment income thereon and on the Series 2019 DSU Capitalized Interest Subaccount, shall exceed the cost of the Series 2019 DSU Project, any surplus shall be (i) paid into the Series 2019 DSU Bond and Interest Subaccount of the Bond and Interest Sinking Fund Account of DSU and shall be used for the next interest payment on the Series 2019A Bonds or (ii) used for any purpose upon delivery of a Favorable Opinion of Bond Counsel.

FLOW OF FUNDS

FIRST: *Revenue Fund*. The Board covenants in the Bond Resolution that all Gross Revenues of each Institution shall be paid to the Depository, to be credited to a special account for each Institution known as the Housing and Auxiliary Facilities Revenue Fund of the related Institution (each, a “*Revenue Fund*”), into which will be deposited all funds transferred pursuant to the Bond Resolution to the related Institutional System. Each Revenue Fund shall be maintained with the Depository as a special account, separate and apart from all other funds of the Institution and from all funds of other Institutions and shall be maintained on behalf of the Institutions so long as any of the Bonds are Outstanding. The moneys in each Revenue Fund shall be used and expended first to maintain the Institution’s Operating Reserve. Funds on deposit in the Revenue Fund, including the Operating Reserve, shall be applied to pay when due all necessary operating expenses, which include current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance, and all other expenses incident to the operation of the Institutional System but shall exclude depreciation, all general administrative expenses of the Institution not allocable to the Institutional System, and the payments required to be made into the Repair and Replacement Reserve Account for the Institutional System.

SECOND: *Bond and Interest Sinking Fund Account and Debt Service Account*. The Board has established in the Bond Resolution and has covenanted and agreed to maintain a separate account for each Institution, to be known as the Bond and Interest Sinking Fund Account of the related Institution (each a “*Bond and Interest Sinking Fund Account*”) with the Depository into which will be deposited all funds transferred pursuant to the Bond Resolution. On or before each March 25 and September 25 (or such other date as shall be provided for a series of Bonds in the supplemental resolution authorizing such Bonds), after retaining in the Revenue Fund the then current Operating Reserve and payment of operation and maintenance expenses of the Institutional System then due, the Chief Financial Officer of the Institution shall transfer and deposit to the credit of the Bond and Interest Sinking Fund Account of such Institution such amounts which, when added to the balance therein, will be sufficient to equal the interest then due on the Bonds of such Institution and one-half of the principal due on the Bonds of such Institution within the next 12 months. Such funds as are necessary to pay the principal of and interest on the Bonds of such Institution due on the immediately following payment date shall be immediately transferred to a separate account, to be known as the Debt Service Account of the related Institution (each, a “*Debt Service Account*”) with the Bond Registrar. The Bond Registrar shall use moneys in the Debt Service Account to pay the interest due on the Bonds of such Institution then Outstanding on the next interest payment date and the principal of the Bonds of such Institution when due. All moneys credited to the Debt Service Account shall be and are irrevocably pledged to and shall be used solely for the payment of the principal and interest on the Bonds of such Institution. Notwithstanding the foregoing, if any Bonds bear, or are expected to bear, interest as a Variable Rate, the Chief Financial Officer of such Institution shall transfer amounts to the Bond and Interest Sinking Fund Account and the Debt Service Account to pay interest on such Bonds at such times and in such amounts as set forth in the supplemental resolution authorizing such Bonds.

Each Institution shall notify the Board at least 30 days prior to each interest or principal payment date either (i) that it has sufficient Net Revenues available from the Institutional System to make the interest and principal payment, if any, on such payment date or (ii) that it does not have sufficient Net Revenues available from the Institutional System (a “*Notice of Deficiency*”) to make such interest and principal payment, if any and specifying the amount of such deficiency (a “*Deficiency*”).

If the Board receives a Notice of Deficiency with respect to an Institution, the Executive Director shall take the following steps as soon as possible prior to the payment date, in the order of priority listed:

(i) if a Debt Service Reserve Subaccount is maintained for such Bonds, notify the Bond Registrar or the Depository, as the case may be, of such Deficiency and direct the application of a specified amount of such funds to the payment due;

(ii) if the Institution has funds in the Repair and Replacement Reserve Account for its Institutional System for which there are no contractual commitments, such funds shall be transferred to the Bond and Interest Sinking Fund Account of the Institution to make up the Deficiency;

(iii) the Executive Director shall direct the withdrawal and use of the Net Revenues of other Institutional Systems not necessary for payment of interest due on the next interest payment date and one-half of the principal due within the next 12 months on the Bonds issued on behalf of such Institution to make up all or a portion of the Deficiency;

(iv) if other Institutions have funds in the Repair and Replacement Reserve Accounts for their Institutional Systems for which there are no contractual commitments, funds shall be withdrawn therefrom at the direction of the Executive Director and transferred to make up all or a portion of the Deficiency.

The repayment provisions for the reimbursement of Institutions from which Net Revenues or funds in the Repair and Replacement Reserve Accounts have been transferred to satisfy a Deficiency shall be as determined by the Executive Director.

After transferring Net Revenues of an Institution to its Bond and Interest Sinking Fund Account in the required amount, the Chief Financial Officer of such Institution, upon the request of the Executive Director on behalf of the Board, shall transfer available Net Revenues to the Bond and Interest Sinking Fund Accounts of such other Institutions, and in such amounts as may be designated by the Executive Director, to remedy deficiencies in the Bond and Interest Sinking Fund Accounts of other Institutions as described above.

The moneys in the Bond and Interest Sinking Fund Account may be invested by the Depository, and moneys in the Debt Service Account may be invested by the Bond Registrar or the Depository, as the case may be, upon the request of the Board, in Permitted Investments. Investment income therefrom shall be credited to the related Bond and Interest Sinking Fund Account and the related Debt Service Account, as the case may be, and used for the next interest payment on the Bonds of such Institution.

THIRD: *Debt Service Reserve Account.* The Board may establish a Debt Service Reserve Account for an Institution, and subaccounts therein, to secure a particular series of Bonds of such Institution, or the Board may provide that a particular series of Bonds to be issued (i) shall not be secured by a Debt Service Reserve Account, (ii) shall be secured by a separate subaccount in the Debt Service Reserve Account in an amount equal to or less than the Maximum Annual Debt Service on such Bonds, (iii) shall be secured by a Reserve Account Credit Instrument, or (iv) shall be secured in such other manner as provided in the supplemental resolution authorizing the issuance of such series of Bonds. If established, the Debt Service Reserve Account for an Institution shall be held by the Bond Registrar or, at the option of the Board and with the consent of the related Bond Insurer, if any, by the Depository. All moneys credited to a Debt Service Reserve Account shall be irrevocably pledged to and solely used as described in the Bond Resolution.

The Board shall create a separate subaccount in the Institution's Debt Service Reserve Account for each series of Bonds which are to be secured by such Debt Service Reserve Account, and such Bonds shall have no claim on any other cash or assets in the Debt Service Reserve Account or in the Debt Service Reserve Account of any other Institution. Any subaccount securing any issue of Bonds which are to be secured by a Debt Service Reserve Account shall be maintained in an amount equal to the related Debt Service Reserve Requirement. Funds on deposit in such subaccount shall be transferred to the related Institution's Debt Service Account and used to pay debt service on the Bonds secured by such subaccount in the event funds on deposit in the Debt Service Account are insufficient therefor. If at any

time the amount on deposit in the subaccount exceeds the Debt Service Reserve Requirement for the Bonds secured thereby, the excess may be withdrawn and used to pay debt service on such Bonds or to purchase or redeem such Bonds.

If on any April 1 or October 1 the amount on deposit in a subaccount of the Debt Service Reserve Account is less than the Debt Service Reserve Requirement for the Bonds secured thereby because of a withdrawal therefrom, the Board shall transfer funds from the related Institution's Revenue Fund and deposit into such subaccount not later than the next interest payment date on such Bonds an amount not less than that necessary to restore the subaccount to the Debt Service Reserve Requirement for the Bonds secured thereby.

The moneys in a Debt Service Reserve Account may be invested by the Bond Registrar or the Depository, as the case may be, upon the request of the Board, in Permitted Investments. Investment income therefrom shall be transferred to the related Institution's Bond and Interest Sinking Fund Account, unless the amount in the Debt Service Reserve Account is less than the related Debt Service Reserve Requirement, in which case such investment income shall be deposited into such Debt Service Reserve Account.

Neither the Series 2019A Bonds nor the Series 2019B Bonds are secured by a Debt Service Reserve Account.

FOURTH: *Repair and Replacement Reserve Account.* The Board has established in the Bond Resolution and has covenanted and agreed to maintain a separate account for each Institution to be known as the Repair and Replacement Reserve Account (each, a "*Repair and Replacement Reserve Account*") with the Depository into which will be deposited all funds transferred therein pursuant to the Bond Resolution. There shall be transferred from the funds remaining in each Institution's Revenue Fund to such Institution's Repair and Replacement Reserve Account on or before the close of each Fiscal Year a minimum of 10% of the amount transferred to such Institution's Bond and Interest Sinking Fund Account until an amount equal to the RRR Requirement of such Institution has been accumulated and, if Bonds are issued for additional improvements to the related Institutional System, such amount shall be increased by 5% of the cost of the additional improvements. However, such payments need not be made at any time when the funds and investments in the Repair and Replacement Reserve Account aggregate the amount provided in the preceding sentence, or such larger amount as may be hereinafter required in connection with issuance of a series of Bonds. All moneys and investments so held in said Account for such Institution shall be used and held for use to pay the cost of unusual or extraordinary maintenance or repairs, renewals, renovations and replacements, and renovating or replacement of the furniture and equipment not paid as part of the ordinary maintenance and operation of the facilities constituting the related Institutional System.

In the event the funds in the Institution's Bond and Interest Sinking Fund Account or Debt Service Account, as the case may be, should be reduced at any time below the amounts required to be on deposit therein, and after any transfers from the related Institution's Debt Service Reserve Account, then the funds so credited to such Institution's Repair and Replacement Reserve Account shall be transferred for deposit in the Institution's Bond and Interest Sinking Fund Account, or Debt Service Account, as the case may be, to the extent required to eliminate the deficiency therein and to restore such sums as may be necessary for that purpose; *provided* that the deficiency did not result from the issuance of Bonds for such Institution. All moneys so transferred shall thereafter be replaced by a resumption of the specified deposits into such Repair and Replacement Reserve Account.

In the event that after the transfers required under the preceding paragraph have been made, the funds in the Institution's Bond and Interest Sinking Fund Account or Debt Service Account, as the case

may be, still are below the amounts required to be on deposit therein, then there shall be transferred, first from available funds on deposit in the Bond and Interest Sinking Fund Account of other Institutions as described under "SECOND" above and then from uncommitted funds on deposit in any other Institution's Repair and Replacement Reserve Account in amounts and from the Bond and Interest Sinking Fund Accounts or the Repair and Replacement Reserve Accounts, as the case may be, of such Institution or Institutions as may be designated by the Executive Director for deposit in such Bond and Interest Sinking Fund Account or Debt Service Account, as the case may be, to the extent required to eliminate the deficiency therein and to restore such sums as may be necessary for that purpose. All moneys so transferred shall thereafter be replaced by deposits from the related Institution's Repair and Replacement Account into such other Institutions' Repair and Replacement Reserve Account or Accounts pursuant to a schedule determined by the Executive Director.

The moneys in the Repair and Replacement Reserve Account may be invested by the Depository, upon the request of the Board, in Permitted Investments.

FIFTH: *Disposition of Residual Funds in the Revenue Fund.* At the close of each Fiscal Year and after all transfers and maximum deposits hereinabove described shall have been made, and after any deficiencies in any such transfers and deposits which may exist from any previous Fiscal Year shall have been remedied, the balance of any excess funds in each Revenue Fund then remaining may be used by the Board (i) to redeem, on the next interest payment date, the Bonds of the related Institution then Outstanding which are subject to redemption prior to maturity (but such redemptions shall be in accordance with the provisions of the Bond Resolution governing repayment of such Bonds in advance of maturity and shall not be made in amounts of less than \$5,000 at any one time); (ii) for any expenditures, including the payment of debt service, related to improving or restoring any existing facilities of the related Institutional System, or providing for such additional facilities; (iii) any other lawful purpose of the related Institutional System; (iv) for any expenditures related to or improving or restoring any existing facilities of the System or providing for such additional facilities; and (v) any other lawful purpose of the System.

All moneys in the other accounts in the Revenue Fund, other than the Bond and Interest Sinking Fund Account, the Debt Service Account and the Debt Service Reserve Account, may be invested or reinvested at the direction of the Board in any Permitted Investments and all income thereon or profit therefrom shall be credited to the Revenue Fund. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when such moneys so invested will be required for expenditure.

RULES AND COVENANTS

Rate Covenant. The Board has covenanted and agreed in the Bond Resolution that it will adopt such rules and regulations as are necessary to assure occupancy and use of the System, until all of the Bonds authorized have been paid fully as to both principal and interest; and that the rates, rents, charges and fees (including the General Activity Fee) chargeable to the occupants of, and students, faculty members and others using or being served by, or having the right to use or having the right to be served by, the System will be so fixed and revised from time to time and will be so collected that the (i) ratio of Net Revenues to Annual Debt Service in each Fiscal Year shall be at least equal to 120 percent (1.2 times) of the Annual Debt Service for such Fiscal Year and (ii) ratio of Net Revenues of each Institutional System to Annual Debt Service of the Bonds of that Institution in each Fiscal Year shall be at least equal to 120 percent (1.2 times) of such Annual Debt Service for such Fiscal Year, commencing with the end of the first Fiscal Year in which capitalized interest, if any, has been fully applied to payment of debt service.

Failure to satisfy such rate covenant shall not constitute an event of default under the Bond Resolution if the Board timely engages (within 30 days of any such failure) an independent management consultant acceptable to the related Bond Insurer, such consultant timely prepares (within 45 days of engagement) a report with recommendations for meeting the required coverage ratio and the Board, to the extent legally permissible, timely implements the consultant's recommendations. Notwithstanding the preceding sentence, in no event may coverage described in clause (i) fall below 100 percent (1.00 times) of Annual Debt Service on all Bonds in each Fiscal Year.

Title. At or prior to the issuance of any Bonds, the Board will have indefeasible title in fee simple to the sites of the System, subject only to Permitted Encumbrances and to the provisions of the next paragraph; *provided* that, any property, when determined by the Board not to be income producing because destroyed, worn out, obsolete or otherwise physically or structurally unfit for the use or occupancy thereof for which the same was initially acquired, may be abandoned or sold for economic non-feasibility; or, when otherwise determined by the Board not to be suitable for the use and occupancy thereof for which the same was initially acquired, may be converted to income use for administrative or academic purposes or may be leased to such parties at such rentals as shall be approved by the Board. A copy of the resolution or resolutions of the Board making such determination shall be filed with the Executive Director of the Board and the related Bond Registrar.

Disposition of Assets. No property, plant and equipment ("PP&E") that is used to generate Net Revenues may be sold or otherwise disposed of unless (i) the PP&E is obsolete or worn out, (ii) fair market value is received in return, or (iii) the market value of all PP&E disposed of in any Fiscal Year does not exceed five percent of the total market value of all such PP&E. No cash, investments and other current assets ("*Liquid Assets*") that are a source of Net Revenues may be sold or otherwise disposed of unless (i) fair market value is received in return or (ii) the total market value of Liquid Assets disposed of in any Fiscal Year does not exceed one percent of all such Liquid Assets. Notwithstanding the foregoing, no accounts receivable that are a source of Net Revenues may be sold, pledged, factored or otherwise disposed of under any circumstances.

Additional Obligations. The Board may not issue any Bonds or incur any additional obligations secured by Net Revenues (including, but not limited to, guarantees or derivatives in the form of credit default swaps or total-rate-of-return swaps or similar instruments), without the prior written consent of each Bond Insurer, or upon satisfaction of the test relating to the issuance of additional series of Bonds as described under "SECURITY FOR THE SERIES 2019 BONDS—Future Parity Bonds;" *provided, however*, that the Board may issue revenue bonds or additional obligations secured by a lien that is subordinate to the lien on Net Revenues which secures the Bonds without the consent of any Bond Insurer and without satisfying the parity test described above.

Mergers. The Board may merge or consolidate with, sell all or substantially all of the assets constituting the System to, or acquire all or substantially all of the assets of, any other entity with respect to the System (a "*Merger*"), unless such Merger will have an adverse effect on the Bonds or the Net Revenues of the System, and so long as each Bond Insurer consents in writing to the Merger, which consent shall not be unreasonably withheld.

The Board is authorized to amend the Bond Resolution in order to make any changes necessary to (i) include in the System and the Net Revenues the housing and auxiliary facilities systems and revenues of other institutions of higher education under the jurisdiction of the Board or (ii) consolidate the Institutional Systems and the Net Revenues of each Institutional System more completely into the System, including but not limited to, centralizing the operation of the System and/or eliminating Institutional Systems.

Negative Pledge. The Board may not create or allow to exist any liens on any Net Revenues except Permitted Encumbrances and except as described under “Additional Obligations” above.

Insurance. The Board must maintain, with respect to the System, property and casualty (including business interruption) and liability (including professional liability) insurance as reviewed and recommended by an independent insurance consultant at least once every year, in amounts and covering risks as customarily maintained by similarly situated entities. All such insurers must be rated at least “A” by Best or S&P. The Board may self-insure with respect to the System (for liability only), subject to periodic review by an independent actuarial consultant and maintenance of funding at levels recommended by the actuarial consultant. Certificates of the insurers that such insurance is in full force and effect shall be deposited with each Bond Insurer (together with satisfactory evidence from the Board indicating that premiums are being paid on an annual or more frequent basis in accordance with the terms of each such policy) and, prior to the expiration of any such policy, the Board shall furnish to each Bond Insurer satisfactory evidence that such policy has been renewed or replaced or is no longer required by the Bond Resolution.

The Board will (i) credit the proceeds from any insurance to the related Repair and Replacement Reserve Account to be used to reconstruct, repair or rehabilitate the part of the related Institutional System damaged or destroyed, or to replace funds so used, or (ii) pay such proceeds into the related Bond and Interest Sinking Fund Account, which funds may be used to redeem Outstanding Bonds issued to construct the facilities to which the insurance proceeds relate, but will not offset or be counted as funds which are otherwise required to be deposited in such Account.

Operation of the System. The Board will at all times maintain, preserve and keep the System in good repair, working order and condition and will, when necessary and to the extent that funds are available therefor, make any and all needful and proper repairs, renewals, replacements, and additions thereto, and will continue to operate and maintain the System as income-producing facilities.

Records and Audits. The Board will keep accurate financial records and proper books relating to each Institutional System and to the System and such records and books shall be open to inspection by the Bondholders and their agents and representatives. The Board will, not later than 180 days after the close of each Fiscal Year, furnish to any Bondholder who shall request same in writing, copies of audit reports prepared by the proper officer of the State reflecting in reasonable detail the financial condition and record of operation of the System.

Pledge of Performance. The Board has pledged in the Bond Resolution to faithfully and punctually perform or cause to be performed all of the acts and obligations relating to the System as are required by the provisions of the Bond Resolution and the statutes of the State under which the Bonds are issued, including the operation and maintenance of the System as provided in the Bond Resolution, the making and collecting of sufficient rates, fees, and charges for the use thereof, the segregation of the income and the revenues therefrom to the respective Funds and Accounts created under the provisions of the Bond Resolution and the proper application of all moneys and investments thereof.

Bondholders Remedies. Twenty percent of the Owners of a series of the Bonds may, after 30 days’ notice in writing by any Owner of Bonds, by proper court action, compel the Board to perform all duties imposed upon it under the provisions of the Bond Resolution and under the provisions of the Act authorizing the issuance of the Bonds, and the performance of any and all covenants made by the Board in and by the Bond Resolution. No Bond Registrar, nor any other person acting on behalf of the Owners of the Bonds, is authorized under the Bond Resolution to enforce the covenants of the Board provided for therein or otherwise to enforce any of the rights of the Owners of the Bonds.

Contractual Obligations. The Bond Resolution shall constitute a contract between the Board and the Owners of the Bonds and shall remain in full force and effect so long as any of said Bonds remain Outstanding.

As long as any of the Bonds remain Outstanding and unpaid either as to principal or interest or both, the Board will at all times exercise all of its lawful powers to preserve and protect the security of the Bonds and the rights of the Bondholders under the Bond Resolution.

The Board will furnish heat to the System, and any additions thereto or any replacements thereof, at not in excess of reasonable cost.

The Board will not discriminate, nor permit discrimination by its agents, lessees or others operating the System, in the use or occupancy thereof because of race, color, creed or national origin.

MODIFICATION OF BOND RESOLUTION

Modification with the Consent of the Bondholders. The Owners of a majority in original principal amount of the Bonds then Outstanding or, if a change relates to less than all Bonds, the Owners of a majority in original principal amount of the series of Bonds at any time Outstanding affected by such change (not including any Bonds which may then be held or owned by or for the account of the Board or any Institution unless 100% of such Bonds are so owned) shall have the right to consent to and approve the adoption by the Board of a resolution or resolutions modifying or amending any of the terms or provisions contained in the Bond Resolution, *provided* that, without the consent of the Owners of all outstanding Bonds affected thereby, the Bond Resolution may not be so modified or amended in such manner as to:

- (a) make any change in the maturity of any Bonds;
- (b) make any change in the rate of interest borne by any of the Bonds;
- (c) reduce the amount of the principal of, or redemption premium payable on, any of the Bonds;
- (d) create any lien on or pledge of the income and revenues described in the Bond Resolution ranking prior to the lien thereon and pledge thereof created by the Bond Resolution or create any lien on any Bond and Interest Sinking Fund Account, Debt Service Account or Debt Service Reserve Account ranking prior to the lien created thereon by the Bond Resolution;
- (e) create any preference or priority of any Bond or Bonds of the same or different series, over any other Bond or Bonds of the same or different series, authorized under the Bond Resolution;
- (f) reduce the percentage of Bonds, the Owners of which are required for the approval of any amendatory resolution; or
- (g) affect the rights of the Owners of less than all of the Bonds then Outstanding, unless such amendment or modification shall be applicable only to a particular series of Bonds and the Owners of a majority in original principal amount of the such series of Bonds shall have consented to such amendment or modification.

Owners of Bonds shall be deemed to have consented to such amendments if the official statement or other disclosure document pursuant to which such Bonds are offered and sold specifically describes such amendment and states that by purchasing such Bonds, such Owners and any subsequent Owners shall be deemed to have consented to such amendment for purposes of the Bond Resolution.

Any consent given by the Owner of a Bond pursuant to the provisions of the Bond Resolution shall be irrevocable and shall be conclusive and binding upon all future Owners of the same Bond.

Modification without the Consent of the Bondholders. Notwithstanding the provisions stated above, the Board may, from time to time and at any time, without the consent of or notice to the Owners of the Bonds, amend the Bond Resolution to:

- (a) cure any formal defect, omission, inconsistency or ambiguity in the Bond Resolution;
- (b) add to the covenants and agreements of, and limitations and restrictions upon, the Board under the Bond Resolution other covenants, agreements, limitations and restrictions to be observed by the Board which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect;
- (c) confirm, as further assurance, any pledge under, and the subjection to any claim, lien or pledge created or to be created by, the Bond Resolution, or of any moneys, securities or funds held under the Bond Resolution;
- (d) provide for the issue of additional Bonds;
- (e) with the prior written consent of each Bond Insurer, make any changes necessary in order to (i) include in the System and the Net Revenues the housing and auxiliary facilities systems and revenues of other institutions of higher education under the jurisdiction of the Board or (ii) consolidate the Institutional Systems and the Net Revenues of each Institutional System more completely into the System, including, but not limited to, centralizing the operation of the System and/or eliminating Institutional Systems;
- (f) modify, alter, amend or supplement the Bond Resolution to make appropriate provisions for the Board to enter into swap agreements, forward payment conversion agreements, agreements or contracts providing for payments based on levels or changes in interest rates, to exchange cash flows or a series of payments based on levels of or changes in similar exposure between the Board and the provider of such agreement;
- (g) in connection with the issuance of Variable Rate Bonds, including provisions required for the delivery of credit enhancement or liquidity support for such Variable Rate Bonds; and
- (h) modify, alter, amend or supplement the Bond Resolution in any other respect, including amendments which would otherwise be described under the caption "Modification With the Consent of the Bondholders" above, if the effective date of such amendment is a date on which all then Outstanding Bonds affected thereby (i) will no longer be Outstanding; (ii) are subject to mandatory purchase; or (iii) are subject to demand for purchase and whose Owners have received notice of such proposed amendment at least 30 days before such effective date.

DEFEASANCE

Payment of All Outstanding Bonds. If the Board shall pay or provide for the payment of the entire indebtedness on all Outstanding Bonds, in any one or more of the following ways by:

- (a) paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Outstanding Bonds, as and when the same become due and payable;
- (b) depositing with the Bond Registrars, in trust, at or before maturity, moneys and/or Government Securities in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) all outstanding Bonds (including the payment of premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof), *provided* that such moneys, if invested, shall be invested in Government Securities in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Outstanding Bonds at or before their respective maturity dates; it being understood that the investment income on such Government Securities may be used for any other purpose under the Act;
- (c) delivering to the Bond Registrars, for cancellation, all Outstanding Bonds; or
- (d) depositing with the Bond Registrars, in trust, moneys and/or Government Securities in such amount as the Bond Registrars shall determine will, together with other moneys deposited therein and together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds at or before their respective maturity dates;

and if the Board shall also pay or cause to be paid all other sums payable under the Bond Resolution by the Board, then and in that case the Bond Resolution and the estate and rights granted under the Bond Resolution shall cease, determine and become null and void.

All moneys, funds, securities or other property remaining on deposit in all funds and accounts established under the Bond Resolution (other than said moneys or Government Securities deposited in trust as above provided) shall, upon the full satisfaction of the Bond Resolution, forthwith be transferred, paid over and distributed to the Board.

Upon the discharge of the Bond Resolution as described above, the liability of the Board in respect of any Bonds shall continue, *provided* that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Government Securities deposited with the Bond Registrars as described above.

Provision for Payment of a Particular Series of Bonds or Any Portion Thereof. If the Board shall pay or provide for the payment of the entire indebtedness on the Bonds or on all Bonds of a particular series or any portion of a series, at any time in one of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on all Bonds or Bonds of such series Outstanding or any such portion thereof, as and when the same shall become due and payable;
- (b) by depositing with the related Bond Registrar, in trust, at or before maturity, moneys and/or Government Securities in an amount sufficient, without consideration of any income or increment to accrue thereon, to pay or redeem (when redeemable) all Outstanding Bonds or Bonds of

such series or any such portion thereof (including the payment of premium, if any, and interest payable on such Bonds or Bonds to the maturity or redemption date), *provided* that such moneys, if invested, shall be invested in Government Securities in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Outstanding Bonds or Bonds of such series or any such portion thereof at or before their respective maturity dates; it being understood that the investment income on such Government Securities may be used for any other purpose under the Act;

(c) by delivering to the related Bond Registrar, for cancellation by it, such Bonds; or

(d) by delivering to the related Bond Registrar, in trust, moneys and/or Government Securities in such amount as the related Bond Registrar shall determine will, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds or Bonds of such series or any such portion thereof at or before their respective maturity dates;

and if the Board shall also pay or cause to be paid all other sums payable under the Bond Resolution by the Board with respect to such series of such Bonds or any such portion thereof, and, if such Bonds of such series or any such portion thereof are to be redeemed prior to the maturity thereof or if provision for the payment of only a portion of the Bonds of a particular series is being made, notice, as the case may be, of such redemption or of such provision (which notice shall specify which individual Bonds are entitled to the benefit of such security) shall have been given as in the Bond Resolution provided or provisions satisfactory to the related Bond Registrar shall have been made for the giving of such notice, such Bonds shall cease to be entitled to any lien, benefit or security under the Bond Resolution. The liability of the Board in respect to such Bonds shall continue but the Owners thereof shall thereafter be entitled to payment (to the exclusion of all other Owners of Bonds) only out of the moneys or Government Securities deposited with the applicable Bond Registrar as described above.

APPENDIX C

PROPOSED FORMS OF OPINIONS OF BOND COUNSEL

Upon the issuance of the Series 2019A Bonds, Chapman and Cutler LLP, Bond Counsel, proposes to issue its approving opinion in substantially the following form:

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

South Dakota Board of Regents
306 East Capitol Avenue
Pierre, South Dakota 57501

We hereby certify that we have examined a certified copy of the proceedings of the South Dakota Board of Regents (the “*Board*”) passed preliminary to the issue by the Board of its Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the “*Series 2019A Bonds*”), in the aggregate principal amount of \$_____, dated the date hereof, maturing on April 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
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We are of the opinion that such proceedings show lawful authority for the issuance of the Series 2019A Bonds under the authorizing Amended and Restated Bond Resolution of the Board adopted October 21, 2004, as supplemented and amended on December 6, 2005 (as amended), November 22, 2006 (as amended), December 13, 2007 (as amended), March 28, 2008 (as amended), October 22, 2008 (as amended), May 21, 2009 (as amended), October 12, 2011 (as amended), December 12, 2012, December 4, 2013 (as amended), August 14, 2014, December 2, 2015, December 7, 2016, December 6, 2017, December 11, 2019 and as hereafter amended or supplemented (the “*Bond Resolution*”) and the laws of the State of South Dakota now in force. Capitalized terms used herein and not defined shall have the meanings set forth in the Bond Resolution.

We further certify that we have examined the form of Series 2019A Bond prescribed for said issue and find the same in due form of law.

In our opinion said issue of Series 2019A Bonds, to the amount named, is valid and the Series 2019A Bonds are legally binding special obligations of the Board, except that the rights of the owners of the Series 2019A Bonds and the enforceability of the Series 2019A Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The Series 2019A Bonds are payable from and secured by the Net Revenues of the DSU Institutional System and the uncommitted funds of the Repair and Replacement Reserve Account of DSU. The Series 2019A Bonds, together with the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008A Bonds, the Series 2008B Bonds, the Series 2011 Bonds, the Series 2013A Bonds, the Series 2014A Bonds, the Series 2014B Bonds, Series 2015 Bonds, the Series 2016 Bonds, the Series 2017 Bonds and the Series 2019B Bonds and such bonds as may be issued on a parity with the Series 2019A Bonds pursuant to the terms of the Bond Resolution, are also payable from and secured by Net Revenues of the other Institutions (limited as described in the Bond Resolution), uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions (as described in the Bond Resolution), and by such other funds which may be pledged or used as authorized by the Board of Regents Revenue Bond Act of 1971, as amended.

It is our opinion that, subject to the Board's compliance with certain covenants, under present law, interest on the Series 2019A Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the alternative minimum tax for individuals under the Internal Revenue Code of 1986, as amended. Failure to comply with certain of such Board covenants could cause interest on the Series 2019A Bonds to be includible in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2019A Bonds. Ownership of the Series 2019A Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Series 2019A Bonds.

Ownership of the Series 2019A Bonds may result in state and local tax consequences to certain taxpayers, and we express no opinion regarding any such state and local tax consequences arising with respect to the Series 2019A Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Series 2019A Bonds.

In rendering this opinion, we have relied upon certifications of the Board with respect to certain material facts within the Board's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion, and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

Upon the issuance of the Series 2019B Bonds, Chapman and Cutler LLP, Bond Counsel, proposes to issue its approving opinion in substantially the following form:

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[TO BE DATED CLOSING DATE]

South Dakota Board of Regents
306 East Capitol Avenue
Pierre, South Dakota 57501

We hereby certify that we have examined a certified copy of the proceedings of the South Dakota Board of Regents (the “*Board*”) passed preliminary to the issue by the Board of its Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (the “*Series 2019B Bonds*”), in the aggregate principal amount of \$_____, dated the date hereof, maturing on April 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT	INTEREST RATE
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We are of the opinion that such proceedings show lawful authority for the issuance of the Series 2019B Bonds under the authorizing Amended and Restated Bond Resolution of the Board adopted October 21, 2004, as supplemented and amended on December 6, 2005 (as amended), November 22, 2006 (as amended), December 13, 2007 (as amended), March 28, 2008 (as amended), October 22, 2008 (as amended), May 21, 2009 (as amended), October 12, 2011 (as amended), December 12, 2012, December 4, 2013 (as amended), August 14, 2014, December 2, 2015, December 7, 2016, December 6, 2017, December 11, 2019 and as hereafter amended or supplemented (the “*Bond Resolution*”) and the laws of the State of South Dakota now in force. Capitalized terms used herein and not defined shall have the meanings set forth in the Bond Resolution.

We further certify that we have examined the form of Series 2019B Bond prescribed for said issue and find the same in due form of law.

In our opinion said issue of Series 2019B Bonds, to the amount named, is valid and the Series 2019B Bonds are legally binding special obligations of the Board, except that the rights of the owners of

the Series 2019B Bonds and the enforceability of the Series 2019B Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The Series 2019B Bonds are payable from and secured by the Net Revenues of the NSU Institutional System and the uncommitted funds of the Repair and Replacement Reserve Account of NSU. The Series 2019B Bonds, together with the Series 2006 Bonds, the Series 2007 Bonds, the Series 2008A Bonds, the Series 2008B Bonds, the Series 2011 Bonds, the Series 2013A Bonds, the Series 2014A Bonds, the Series 2014B Bonds, Series 2015 Bonds, the Series 2016 Bonds, the Series 2017 Bonds and the Series 2019A Bonds and such bonds as may be issued on a parity with the Series 2019B Bonds pursuant to the terms of the Bond Resolution, are also payable from and secured by Net Revenues of the other Institutions (limited as described in the Bond Resolution), uncommitted funds in the Repair and Replacement Reserve Accounts of the other Institutions (as described in the Bond Resolution), and by such other funds which may be pledged or used as authorized by the Board of Regents Revenue Bond Act of 1971, as amended.

It is our opinion that under present law, interest on the Series 2019B Bonds is includible in gross income of the owners thereof for federal income tax purposes. Ownership of the Series 2019B Bonds may result in other federal tax consequences to certain taxpayers. Bondholders should consult their own tax advisors concerning tax consequences of ownership of the Series 2019B Bonds.

Ownership of the Series 2019B Bonds may result in state and local tax consequences to certain taxpayers, and we express no opinion regarding any such state and local tax consequences arising with respect to the Series 2019B Bonds.

We express no opinion herein as to the accuracy, adequacy or completeness of the Official Statement relating to the Series 2019B Bonds.

In rendering this opinion, we have relied upon certifications of the Board with respect to certain material facts within the Board's knowledge. Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion, and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

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APPENDIX D

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the “*Agreement*”) is executed and delivered by the South Dakota Board of Regents (the “*Board*”) in connection with the issuance of its \$ _____ Housing and Auxiliary Facilities System Revenue Bonds, Series 2019A (the “*Series 2019A Bonds*”) and \$ _____ Housing and Auxiliary Facilities System Taxable Refunding Revenue Bonds, Series 2019B (the “*Series 2019B Bonds*” and, collectively with the Series 2019A Bonds, the “*Series 2019 Bonds*”). The Series 2019 Bonds are being issued pursuant to the Bond Resolution adopted and defined in the Final Official Statement (the “*Bond Resolution*”).

In consideration of the issuance of the Series 2019 Bonds by the Board and the purchase of such Series 2019 Bonds by the beneficial owners thereof, the Board covenants and agrees as follows:

(1) **PURPOSE OF THIS AGREEMENT.** This Agreement is executed and delivered by the Board as of the date set forth below, for the benefit of the beneficial owners of the Series 2019 Bonds and to assist the Participating Underwriter (as defined below) in complying with the requirements of the Rule (as defined below). The Board represents that it will be the only obligated person with respect to the Series 2019 Bonds at the time the Series 2019 Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after issuance of the Series 2019 Bonds.

(2) **DEFINITIONS.** The terms set forth below shall have the following meanings in this Agreement, unless the context clearly otherwise requires.

“*Annual Financial Information*” means the financial information and operating data described in Exhibit I.

“*Annual Financial Information Disclosure*” means the dissemination of disclosure concerning Annual Financial Information and the dissemination of the Audited Financial Statements, if any, as set forth in Section 4.

“*Audited Financial Statements*” means audited financial statements of the Board, if and when prepared, as described in Exhibit I.

“*Commission*” means the Securities and Exchange Commission.

“*Dissemination Agent*” means any agent designated as such in writing by the Board and which has filed with the Board a written acceptance of such designation, and such agent’s successors and assigns.

“*EMMA*” means the MSRB through its Electronic Municipal Market Access system for municipal securities or through any other electronic format or system prescribed by the MSRB for purposes of the Rule.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided that “financial obligation” shall not include

municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Participating Underwriter*” means Piper Jaffray & Co.

“*Reportable Event*” means the occurrence of any of the Events with respect to the Series 2019 Bonds set forth in Exhibit II.

“*Reportable Events Disclosure*” means dissemination of a notice of an Event as set forth in Section 5.

“*Rule*” means Rule 15c2-12 adopted by the Commission under the Exchange Act, as the same may be amended from time to time.

“*State*” means the State of South Dakota.

“*Undertaking*” means the obligations of the Board pursuant to Sections 4 and 5.

(3) CUSIP NUMBER/FINAL OFFICIAL STATEMENT. The CUSIP Numbers of the Series 2019 Bonds are as set forth in Exhibit III. The Final Official Statement relating to the Series 2019 Bonds is dated December __, 2019 (the “*Final Official Statement*”). If the Series 2019 Bonds are refunded after the date hereof, the Board will also make all filings required under this Agreement under any new CUSIP Numbers assigned to the Series 2019 Bonds as a result of such refunding, to the extent the Board remains legally liable for the payment of such Series 2019 Bonds; provided, however, that the Board will not be required to make such filings under new CUSIP Numbers unless the Board has been notified in writing by the Participating Underwriter or the Board’s financial advisor that new CUSIP Numbers have been assigned to the Series 2019 Bonds. The Board will not make any filings pursuant to this Agreement under new CUSIP Numbers assigned to any of the Series 2019 Bonds after the date hereof for any reason other than a refunding, as described in the previous sentence, including, but not limited to, new CUSIP Numbers assigned to the Series 2019 Bonds as a result of a holder of the Series 2019 Bonds obtaining a Series 2019 Bond insurance policy or other credit enhancement with respect to some or all of the outstanding Series 2019 Bonds in the secondary market.

(4) ANNUAL FINANCIAL INFORMATION DISCLOSURE. Subject to Section 9 of this Agreement, the Board hereby covenants that it will disseminate its Annual Financial Information and its Audited Financial Statements, if any (in the form and by the dates set forth in Exhibit I), to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information and by such time so that such entities receive the information by the dates specified. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports.

If any part of the Annual Financial Information can no longer be generated because the operations to which it is related have been materially changed or discontinued, the Board will disseminate a statement to such effect as part of its Annual Financial Information for the year in which such event first occurs.

If any amendment or waiver is made to this Agreement, the Annual Financial Information for the year in which such amendment is made (or in any notice or supplement provided to EMMA) shall contain a narrative description of the reasons for such amendment or waiver and its impact on the type of information being provided.

(5) **REPORTABLE EVENTS DISCLOSURE.** Subject to Section 9 of this Agreement, the Board hereby covenants that it will disseminate in a timely manner (not in excess of ten business days following the occurrence of the Reportable Event) Reportable Events Disclosure to EMMA in such manner and format and accompanied by identifying information as is prescribed by the MSRB or the Commission at the time of delivery of such information. References to “material” in *Exhibit II* refer to materiality as it is interpreted under the Exchange Act. MSRB Rule G-32 requires all EMMA filings to be in word-searchable PDF format. This requirement extends to all documents to be filed with EMMA, including financial statements and other externally prepared reports. Notwithstanding the foregoing, notice of optional or unscheduled redemption of any Series 2019 Bonds or defeasance of any Series 2019 Bonds need not be given under this Agreement any earlier than the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Bond Resolution.

(6) **EMMA.** All documents submitted to the MSRB through EMMA pursuant to this Agreement shall be in electronic format and accompanied by identifying information as prescribed by the MSRB, in accordance with the Rule. All documents submitted to the MSRB through EMMA must be word-searchable PDFs, configured to permit documents to be saved, viewed, printed and electronically retransmitted.

(7) **CONSEQUENCES OF FAILURE OF THE BOARD TO PROVIDE INFORMATION.** The Board shall give notice in a timely manner to EMMA of any failure to provide Annual Financial Information Disclosure when the same is due hereunder.

In the event of a failure of the Board to comply with any provision of this Agreement, the beneficial owner of any Series 2019 Bond may seek mandamus or specific performance by court order to cause the Board to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed a default under the Bond Resolution, and the sole remedy under this Agreement in the event of any failure of the Board to comply with this Agreement shall be an action to compel performance.

(8) **AMENDMENTS; WAIVER.** Notwithstanding any other provision of this Agreement, the Board by a duly enacted order or supplement or amendment to the Bond Resolution, may amend this Agreement, and any provision of this Agreement may be waived, if:

(a) (i) The amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Board, or type of business conducted; or

(ii) This Agreement, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(b) The amendment or waiver does not materially impair the interests of the beneficial owners of the Series 2019 Bonds, as determined by a party unaffiliated with the Board at the time of the amendment.

(9) **TERMINATION OF OBLIGATIONS.** The obligations of the Board pursuant to this Agreement shall be terminated hereunder if the Board shall no longer have any legal liability for any obligation on or relating to repayment of the Series 2019 Bonds under the Bond Resolution.

(10) **DISSEMINATION AGENT.** The Board may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

(11) **ADDITIONAL INFORMATION.** Nothing in this Agreement shall be deemed to prevent the Board from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information Disclosure or notice of occurrence of a Reportable Event, in addition to that which is required by this Agreement. If the Board chooses to include any information from any document or notice of occurrence of a Reportable Event in addition to that which is specifically required by this Agreement, the Board shall have no obligation under this Agreement to update such information or include it in any future disclosure or notice of occurrence of a Reportable Event.

(12) **BENEFICIARIES.** This Agreement has been executed to assist the Participating Underwriter in complying with the Rule; however, this Agreement shall inure solely to the benefit of the Board, the Dissemination Agent, if any, and the beneficial owners of the Series 2019 Bonds, and shall create no rights in any other person or entity.

(13) **RECORDKEEPING.** The Board shall maintain records of all Annual Financial Information Disclosure and Reportable Events Disclosure, including the content of such disclosure, the names of the entities with whom such disclosure was filed and the date of filing such disclosure.

(14) **ASSIGNMENT.** The Board shall not transfer its obligations under the Bond Resolution unless the transferee agrees to assume all obligations of the Board under this Agreement or to execute a similar agreement obligating such transference to comply with the provisions of the Rule.

(15) **FUTURE CHANGES TO THE RULE.** As set forth in Section 1 of this Agreement, the Board has executed and delivered this Agreement solely and only to assist the Participating Underwriters in complying with the requirements of the Rule. Therefore, notwithstanding anything in this Agreement to the contrary, in the event the Commission, the MSRB or other regulatory authority shall approve or require changes to the requirements of the Rule, the Board shall be permitted, but shall not be required, to unilaterally modify the covenants in this Agreement, without complying with the requirements of Section 8 of this Agreement, in order to comply with, or conform to, such changes. In the event of any such modification of this Agreement, the Village shall file a copy of this Agreement, as revised, on EMMA in a timely manner.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT]

(15) GOVERNING LAW. This Agreement shall be governed by the laws of the State.

SOUTH DAKOTA BOARD OF REGENTS

By: _____
Executive Director, Board of Regents

Address: South Dakota Board of Regents
306 East Capitol Avenue
Suite 200
Pierre, South Dakota 57501

Dated: _____, 2019

Exhibit I
Annual Financial Information and Timing and Audited
Financial Statements

Annual Financial Information means the financial information and operating data as set forth below. All or a portion of the Annual Financial Information and Audited Financial Statements, if any, as set forth below may be included by reference to other documents, including other official statements (subject to the following sentence), which have been submitted to EMMA. The Board shall clearly identify each such item of information included by reference.

I. Annual Financial Information:

- a. Financial information and operating data (exclusive of Audited Financial Statements), including information of the type contained in the Final Official Statement in the table in the section captioned “Historical and Projected Cash Flows of the System” and in “Appendix E – Financial Statements of the Housing and Auxiliary Facilities System Revenue Bond Funds.” The financial statements of the type contained in Appendix E shall be unaudited and prepared in accordance with the accounting principles set forth in the accountants report included in Appendix E.
- b. Annual Financial Information exclusive of Audited Financial Statements will be provided to EMMA not more than 210 days after the last day of the Board’s fiscal year, which is currently June 30.
- c. Audited Financial Statements as described in Part II are not presently prepared by the Board. If the Board ever prepared Additional Financial Statements, they would be expected to be filed at the same time as the Annual Financial Information described in this Part I. If Audited Financial Statements, if prepared, are not-available when the Annual Financial Information is filed, Audited Financial Statements will be filed when available.

II. Audited Financial Statements:

- a. The Board may, but is not under any obligation to, prepare Audited Financial Statements. No assurance is or can be provided that the Board will ever prepare Audited Financial Statements.
- b. Audited Financial Statements, if and when prepared by the Board, will be provided within 30 days after availability to the Board.

If any change is made to the Annual Financial Information as permitted by Section 4 of the Agreement, the Board will disseminate a notice of such change as required by Section 4.

Exhibit II
Events with Respect to the Series 2019 Bonds for Which
Reportable Events Disclosure Is Required

1. Principal and interest payment delinquencies
2. Non-payment related defaults, if material
3. Unscheduled draws on debt service reserves reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax-exempt status of the security
7. Modifications to the rights of security holders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution or sale of property securing repayment of the securities, if material
11. Rating changes
12. Bankruptcy, insolvency, receivership or similar event of the Board (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer)
13. The consummation of a merger, consolidation, or acquisition involving the Board, or the sale of all or substantially all the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. (a) The incurrence of a Financial Obligation, if material, or (b) agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material
16. A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties

**Exhibit III
CUSIP Numbers**

Series 2019A Bonds

YEAR OF MATURITY (APRIL 1)	CUSIP NUMBER ()
<hr/>	

Series 2019B Bonds

YEAR OF MATURITY (APRIL 1)	CUSIP NUMBER ()
<hr/>	

APPENDIX E

**FINANCIAL STATEMENTS OF THE HOUSING AND AUXILIARY FACILITIES SYSTEM
REVENUE BOND FUNDS
FOR THE FISCAL YEARS ENDED JUNE 30, 2019 AND 2018
(UNAUDITED)**

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SCHEDULE I**EVIDENCE OF COMPLIANCE WITH PARITY TEST**

(a) (i) *Historic Test.* Actual Net Revenues of the System for FY 2018 and FY 2019 are \$34,630,434 and \$35,744,948, respectively, each of which is at least 120% of Annual Debt Service on all Outstanding Bonds, there being no outstanding additional obligations issued on a parity with the Bonds; and

(ii) *Projected Test.* Projected Net Revenues of the System for each of the three full Fiscal Years immediately succeeding April 1, 2021, which the Board currently anticipates will be the end of the capitalized interest period, are \$36,653,635 (FY 2022), \$37,451,025 (FY 2023) and \$38,214,268 (FY 2024), each of which is at least 120% of Annual Debt Service on all Outstanding Bonds, plus the Series 2019 Bonds, there being no additional obligations. The Annual Debt Service for the Refunded Series 2011 Bonds has been eliminated from this calculation. The Projected Net Revenues from the Series 2019 DSU Project are included in this calculation.

(b) The minimum amount to be accumulated in the Renewal and Replacement Reserve Account of DSU with respect to the Series 2019 DSU Project shall be an amount equal to the existing RRR Requirement for DSU and at least an additional five percent of the cost of purchasing the Series 2019 DSU Project plus the cost of any furnishings and moveable equipment for the Series 2019 DSU Project which is financed with the proceeds of the Series 2019A Bonds.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – A
DATE: December 11-12, 2019

SUBJECT

Graduation Lists

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:17](#) – Awarding of Degrees, Graduation Dates, and Catalog of Graduation

BACKGROUND / DISCUSSION

Board of Regents Policy 2:17 specifies that the Board “approves the awarding of academic degrees after receiving the university president's recommendation on behalf of the university,” following each academic term. Once submitted on behalf of the institution, the President certifies that all candidates have successfully completed degree or program requirements as approved by the Board, and that no degree requirements were waived for any individual student. Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines & Technology, South Dakota State University, and University of South Dakota request approval of the graduation lists for Fall 2019.

- [Black Hills State University](#)
- [Dakota State University](#)
- [Northern State University](#)
- [South Dakota School of Mines & Technology](#)
- [South Dakota State University](#)
- [University of South Dakota](#)

IMPACT AND RECOMMENDATION

Board staff recommend approval.

ATTACHMENTS

None

DRAFT MOTION 20191211_4-A:

I move to approve the Fall 2019 graduation lists for BHSU, DSU, NSU, SDSMT, SDSU, and USD contingent upon the students’ completion of all degree requirements.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – B
DATE: December 11-12, 2019

SUBJECT

**BOR Policy 1:29 – State Authorization Reciprocity Agreement (SARA) Revisions
(Second Reading)**

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:29](#) – State Authorization Reciprocity Agreement (SARA)

BACKGROUND / DISCUSSION

NC-SARA is a national initiative making distance education courses more accessible to students across state lines, as well as making it easier for states to regulate and institutions to participate in interstate distance education. At the [October 2014](#) Board meeting, the Board approved the original version of Board Policy 1:29 – State Authorization Reciprocity Agreement (SARA). This policy emerged as the State of South Dakota joined NC-SARA; in addition, an executive order of the Governor designated the Board of Regents as SARA State Portal Entity for South Dakota.

Since that time, the policies and procedures governing NC-SARA have changed considerably, as the founding documents of NC-SARA transitioned from four regional agreements to one unified agreement in 2015. Also, some of the early policy guidance from NC-SARA has been incorporated into an NC-SARA Manual, clarifying many topics for NC-SARA participants. As such, the current Board Policy regarding SARA is outdated.

IMPACT AND RECOMMENDATION

The revisions to Board Policy 1:29 will simplify the policy and make frequent reference to the NC-SARA manual, which governs many aspects of the BOR Policy. When revisions are made to the NC-SARA manual, the BOR will not need to update our policies.

In addition, the sections of the policy regarding the state SARA fee and the student complaint process have undergone minor revision. The section regarding institutional appeals for institutions has been updated to more accurately reflect NC-SARA policy.

(Continued)

DRAFT MOTION 20191211_4-B:

I move to approve the second and final reading of the proposed revisions to BOR Policy 1:29 – State Authorization Reciprocity Agreement (SARA), as presented in Attachment I.

Due to extensive revisions and the relocation or removal of certain sections of the policy, two attachments are included within this item. The first attachment includes the proposed new policy. The second attachment contains the current version of Board Policy 1:29 for comparison.

ATTACHMENTS

Attachment I – BOR Policy 1:29 – State Authorization Reciprocity Agreement (SARA)
Revisions

Attachment II – BOR Policy 1:29 – State Authorization Reciprocity Agreement (SARA)
(Current Version)

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: South Dakota State Authorization Reciprocity Agreement (SARA)

NUMBER: 1:29

A. PURPOSE

To regulate the operation of the State Authorization Reciprocity Agreements (SARA) within the state of South Dakota, as the Board of Regents serve as the State Portal Entity for the state, pursuant to Executive Order 2018-05 & SDCL §13-48-42.

B. DEFINITIONS

1. **SARA Institution:** An institution currently participating in SARA.
2. **SARA Manual:** A governing document of NC-SARA, which includes the required procedures for and practices for member states and their State Portal Entities, as well as for participating institutions. SARA Manual refers to the latest version of the document as published on the NC-SARA website.
3. **SD-SARA:** South Dakota SARA. This term is used to describe SARA policies or procedures (such as fees or applications) that only pertain to South Dakota institutions.
4. **State Authorization Reciprocity Agreements (SARA or NC-SARA):** A voluntary agreement among its member states and U.S. territories that establishes comparable national standards for interstate offering of postsecondary distance education courses and programs, therefore guaranteeing that participating institutions are authorized to provide distance education in all member states.
- 4.5. **State Portal Entity (SPE):** An entity designated by the State to coordinate SARA matters for the State. The SPE serves as the principal point of contact for participating institutions within the state and other state agencies, determines eligibility for institutions within the state, serves as the initial point of contact for complaints, and manages the state fee process, among other duties prescribed by the SARA Manual and Unified Agreement. The designated SPE for South Dakota is the South Dakota Board of Regents (also “Board of Regents” or “Board”).
6. **State Portal Entity Contact:** The official SARA contact for the State of South Dakota, as recognized by NC-SARA. The State Portal Entity Contact is a member of the Board of Regents Staff, and may also be referred to as the SD-SARA Administrator.
5. **Unified Agreement:** Refers to the Unified State Authorization Reciprocity Agreement, which is signed by the four regional compacts to participate in NC-SARA: the Midwestern Higher Education Compact (MHEC), the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE).

C. POLICY

1. Institutional Participation in SARA

1.1. Eligibility

- 1.1.1. Institutions that operate from a principal campus or central administrative unit domiciled in South Dakota may apply to the South Dakota State Portal Entity to participate in SARA, therefore authorizing the institution to provide distance education programming to students ~~residing~~ located in other SARA member states. Institutions must meet the eligibility criteria as described in the SARA Manual.

1.2. Application & Renewal Process

- 1.2.1. Institutions that seek participation in SARA may do so by submitting an SD-SARA application, which is available from the State Portal Entity. Institutions applying to SARA must meet all application and eligibility requirements as described in the SARA Manual.

- 1.2.1.1. The State Portal Entity shall determine whether the institution meets the criteria for participation in SARA, and shall take one of the following actions:

1.2.1.1.1. Approve the institution for full participation in SARA;

1.2.1.1.2. At the State's discretion, approve the institution for provisional participation in SARA, if the institution falls within the criteria for provisional admission;

1.2.1.1.3. Deny the application for participation in SARA if an institution does not meet the requirements for participation.

- 1.2.2. Participating institutions in SARA must file an annual renewal application in order to maintain membership in SARA. The NC-SARA fee is also due at the time of institutional renewal.

- 1.2.2.1. The State Portal Entity shall determine whether the institution continues to meet the criteria for participation in SARA, and shall take one of the following actions:

1.2.2.1.1. Approve the institution for the renewal of their full participation in SARA;

1.2.2.1.2. At the State's discretion, approve the institution for provisional participation in SARA, if the institution falls within the criteria for provisional admission;

1.2.2.1.3. Deny the application for renewal due to the institution no longer meeting the criteria for membership in SARA, therefore ending the institution's participation in SARA.

- 1.2.2.1.3.1. In the event an institution is found to no longer meet the requirements of SARA prior to their renewal date, they may be removed from SARA at that time, per the SARA Manual.
- 1.2.2.1.3.2. Institutions that are removed from participation in SARA must follow the requirements of the SARA Manual for future and current enrollment of distance education students, as the institution is no longer allowed to operate under the authorization of SARA.

2. Fees

2.1. NC-SARA Fees

- 2.1.1. National Council for State Authorization Reciprocity Agreements fees will become payable to the National Council for State Authorization Reciprocity Agreements upon admission to SARA and renewal fees will be due at such times and in such amounts as the National Council for State Authorization Reciprocity Agreements may specify.

2.2. SD-SARA Fees

- 2.2.1. The ~~Board~~State Portal Entity shall establish an annual SD-SARA fee at a level required to cover the ~~Board's~~ cost of administering SARA. The ~~Board's~~ annual SD-SARA fee will be based upon the State of South Dakota fiscal year, which runs from July 1 through June 30.

- 2.2.1.1. Any changes to the fee structure will be adopted by the Board of Regents at its first official meeting following the close of the Legislative Session.

2.2.2. Initial Application Fee

- 2.2.2.1. At the time of submitting an application to participate in SARA, an institution must tender payment sufficient to cover the ~~Board's~~ annual SD-SARA fee. The application will not be approved by the State Portal Agency until the initial application fee has been received.

2.2.3. Renewal Fees

- 2.2.3.1. Renewal payments of the ~~Board's~~ annual SD-SARA fee will be due on July 1.
- 2.2.3.2. ~~The~~ An institution's first SD-SARA renewal fee will be prorated based on the date that the institution receives approval from the National Council for State Authorization Reciprocity Agreements. The ~~Board~~State Portal Entity will determine the prorated amount by calculating 1/12 of the ~~Board's~~ annual SD-SARA fee for each full or partial month that the institution participates in SARA. ~~The institutional SARA contact will be notified by the Board Office of the prorated amount when the application is approved.~~

- 2.2.4. No ~~refunds or proration of the SD-SARA Board~~ annual ~~SARA~~-fee ~~proration~~ will be made if an institution elects to withdraw from SARA or if its right to participate is terminated by the State Portal Entity.

~~If an institution fails to pay the Board's annual SARA fee at the time of application, or if the instrument of payment is not honored when presented by the Board, the application will be deemed withdrawn and the SARA administrator will take no further action with respect to it.~~

2.2.5. Failure to Pay Fees

- 2.2.5.1. Institutions will forfeit their right to participate in SARA if they fail to pay fees required by National Council for State Authorization Reciprocity Agreements or by the ~~Board~~State Portal Entity.

2.2.5.1.1. Termination for failure to pay National Council for State Authorization Reciprocity Agreements fees will be effective upon receipt of notice by the ~~Board~~State Portal Entity from the National Council for State Authorization Reciprocity Agreements.

2.2.5.1.2. Termination for failure to pay the ~~Board's~~ annual SD-SARA fee will become effective on August 1.

3. Student Complaint Process & Reporting

A complaint is a written, signed allegation that a postsecondary institution does not meet the state authorization requirements of SDCL ch 13-48; an allegation that a postsecondary institution violated deceptive trade practices and consumer protections guaranteed by SDCL ch 37-24; or an allegation raised by a distance education student that a SARA institution does not meet standards established by the institution's accrediting agency or SARA.

Disputes involving student grades or student conduct violations are governed entirely by institutional policy and the laws of the SARA institution's home state and do not constitute complaints for purposes of this policy.

3.1. Student Complaint Process

The ~~State Portal Entity Contact~~SARA administrator will be responsible for reviewing and administering complaints submitted by distance education students, hereafter, "complainants," that a South Dakota institution that participates in SARA does not meet standards established by the institution's accrediting agency or SARA. Complaints reviewable under this policy include allegations by a distance education student of harm caused because a SARA institution operated a course or program contrary the requirements of NC-SARA, per the SARA Manual.

- 3.1.1. Complaints shall first be reviewed to determine whether they have been processed through the institution's own procedures for resolution of complaints.

3.1.1.1. Complaints that have not been reviewed by the SARA institution will be referred to it for review and resolution within the time frames established under institutional policy.

- 3.1.1.1.1. The State Portal Entity Contact SARA administrator will notify complainants at the time a complaint is forwarded to the SARA institution and will advise complainants of their right to request further review of the institutional determination if they process their complaints through the institutional procedure but find the institutional response unsatisfactory.
- 3.1.1.1.2. If a complainant declines to participate in the SARA institution's complaint procedures, the complaint will be deemed to have been withdrawn, and no further action will be taken on the complaint.
- 3.1.2. Complainants who processed their complaints through institutional complaint resolution procedures but remain dissatisfied with the outcome of the institutional process may request that the State Portal Entity Contact SARA administrator review the institutional resolution of the complaint.
 - 3.1.2.1. The request for review a SARA institution's decision must be filed with the State Portal Entity Contact SARA administrator within two years of the incident about which the complaint is made.
 - 3.1.2.2. The request for review must be accompanied by copies of all correspondence, filings and documents exchanged between the complainant and the institution.
 - 3.1.2.3. The request shall specify:
 - the basis for believing that the institutional action is inconsistent with accreditation or SARA requirements;
 - the harm caused to the complainant by virtue of the inconsistency; and
 - the corrective action that the complainant seeks.
 - If the complainant alleges that institutional documents were misleading, the request should contain the portions of the catalog, letters or e-mail exchanged between the complainant and the institution and should identify with specificity statements that the complainant found to be misleading and what the complainant understood the statements to mean.
 - 3.1.2.4. The State Portal Entity Contact SARA administrator will have no obligation to begin a review until all required documents and statements have been filed.
- 3.1.3. Once all necessary documentation has been received from a complainant, the State Portal Entity Contact SARA administrator shall forward the materials to the institution for written response, which must be submitted to the State Portal Entity within sixty (60) calendar days. response shall be filed within sixty days thereafter.
- 3.1.4. Upon receipt of the institutional response, or after sixty (60) calendar days if the institution fails to respond to the allegations, the State Portal Entity

~~ContactSARA administrator~~ may attempt to arrange an informal resolution to the complaint.

3.1.4.1. In this connection, the ~~State Portal Entity ContactSARA administrator~~ may seek the assistance of the SARA institution's accrediting body.

3.1.5. If ~~the~~ an informal resolution cannot be reached within thirty calendar days, the ~~State Portal Entity ContactSARA administrator~~ shall issue a final resolution to the parties no later than fifteen (15) business days after the time allowed for informal resolution has lapsed.

3.1.5.1. The final resolution shall be binding on both parties, ~~unless it is appealed to the Board pursuant to article 9 of this policy.~~

3.2. Appeal of the State Portal Entity Final Resolution

3.2.1. If a final resolution of a complaint adversely affects a legal right, duty, or privilege required by law to be determined after an opportunity for hearing, the institution may appeal the ~~State Portal Entity ContactSARA administrator's~~ final resolution to the Board of Regents.

3.2.1.1. An appeal must be brought within thirty (30) calendar days from the date on which the ~~State Portal Entity ContactSARA administrator~~ deposited the final resolution notice in the United States mail.

3.2.1.2. Such an appeal shall state with specificity the legal right, duty, or privilege allegedly affected by the final resolution and shall identify the basis in law for concluding that this legal right, duty or privilege may only be reached by governmental action following a hearing.

3.2.1.2.1. To the extent that the asserted right to a hearing arises from this policy, the institutional application form, or related SARA agreements, policies or standards, the appellant shall have the burden of showing that the ~~State Portal Entity ContactSARA administrator~~ misinterpreted, misapplied or violated a specific term or provision of this policy, the institutional application form, or related SARA agreements, policies or standards.

3.2.2. Such an appeal shall set forth allegations asserting a specific factual basis for the appeal that, if proven, would establish that an action attributable to the ~~State Portal Entity ContactSARA administrator~~ deprived the institution of a right, duty or privileged arising under the law, policy, application form, or related SARA agreements, policies or standards that the institution cited as authority for its appeal.

3.2.3. The Board of Regents shall refer the matter to the South Dakota Bureau of Administration Office of Hearing Examiners for review, findings and recommended disposition pursuant to SDCL ch 1-26.

3.3. Referral of Complaints Not Handled by the State Portal Entity Under SARA

3.3.1. Certain complaints received by the ~~State Portal Entity ContactSARA administrator~~ will be forwarded to others for resolution.

- 3.3.1.1. Complaints alleging violations of SDCL ch 13-48 will be forwarded to the South Dakota Secretary of State for review and disposition.
- 3.3.1.2. Complaints alleging violations of SDCL ch 37-24 will be forwarded to the Consumer Affairs Division of the Office of the South Dakota Attorney General for review and disposition.
- 3.3.1.3. Complaints raised by distance education students residing in South Dakota about SARA institutions domiciled outside South Dakota will be referred to the home state authorities of SARA institutions.
- 3.3.1.4. Complaints raised by distance education students residing in South Dakota about South Dakota institutions that do not participate in SARA will be referred to the South Dakota Secretary of State.

4. Institutional Appeals Process

4.1. Institutional Appeals

4.1.1. In the event that an institution is notified by the State Portal Entity Contact of its intent to remove the institution from participation in SARA, or if the institution is denied initial participation in SARA, the institution may appeal the denial of participation to the State Portal Entity for further review by the Executive Director of the South Dakota Board of Regents.

4.1.2. Institutions who choose to appeal must do so on the following grounds:

4.1.2.1. The State Portal Entity Contact did not follow procedures as outlined in the SARA Manual. The institution must submit supporting documentation.

4.1.2.2. The State Portal Entity Contact made a mistake in determining that the institution does not meet the eligibility criteria to participate in SARA, as outlined in the SARA Manual. The institution must submit supporting documentation to prove that the institution meets the eligibility criteria for SARA.

4.2. Appeals Process

4.1.1.4.2.1. Institutions wishing to appeal their removal or denial of participation from SARA must notify the State Portal Entity Contact in writing of their intent to appeal within five (5) days after receiving notice of their removal from SARA. For institutions who are currently participating in SARA, if no notice to appeal is received within the five (5) day timeframe, the State Portal Entity Contact will take the necessary steps to officially remove the institution from SARA by notifying the NC-SARA office.

4.1.2.4.2.2. Institutions who notify the State Portal Entity Contact of their intent to appeal must submit their official appeal, consisting of a letter stating their reason for appealing, along with the required supporting documentation, within seven (7) days after submitting their notice of their intent to appeal.

4.2.3. Upon receiving the official appeal and supporting documentation, the Executive Director of the Board of Regents will make a determination on the appeal within fourteen (14) days of the receipt of the official appeal.

4.2.3.1. Institutions whose appeals are accepted will remain as a SARA participating institution, or will be granted initial participation in SARA if not already a participating institution.

4.2.3.1.1. The institution must pay all fees associated with SARA participation before participation will be granted or before institutional participation can be renewed.

4.2.3.2. Institutions whose appeals are denied will be notified of the decision of the Executive Director. For institutions currently participating in SARA, the State Portal Entity Contact will take immediate action to have them removed as a SARA participating institution following the notification of the decision of the Executive Director.

4.2.4. If an institution's SARA participation expires during the appeals process, they will remain a participating institution until such time as the appeals process can be resolved.

5. Other Topics

4.2.5.1. For other topics which are not directly addressed in this policy, the State Portal Entity will defer to the SARA Manual.

FORMS / APPENDICES:

None

SOURCE:

BOR October 2014; BOR April 2015; BOR March-April 2016

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: South Dakota State Authorization Reciprocity Agreement (SARA)

NUMBER: 1:29

1. Background

Pursuant to Executive Order 2014-09 (Appendix I) and section 1, chapter 96 of the 2014 Session Laws, codified as SDCL §13-48-42, the Board has been empowered to enter into an agreement, on behalf of the State of South Dakota, with the Western Interstate Commission for Higher Education to join the Western Interstate Commission for Higher Education State Authorization Reciprocity Agreement (SARA).

Executive Order 2014-09 and SDCL §13-48-42 charge the Board with the responsibility to serve as point of contact for purposes related to SARA and to assume responsibility for the administrative, oversight, and investigatory or reporting functions to be undertaken on behalf of South Dakota pursuant to the SARA documents. Point of contact functions extend Board oversight of postsecondary educational institutions, hereafter “institutions,” located in South Dakota only to those South Dakota domiciled institutions that voluntarily request approval to participate in SARA.

In furtherance of Executive Order 2014-09 and SDCL §13-48-42, the Board authorized submission of an application to the Western Interstate Commission for Higher Education State Authorization Reciprocity Agreement Steering Committee, and it adopted the present policy, to be effective upon such date as the Steering Committee should approve South Dakota’s participation in the State Authorization Reciprocity Agreement program.

2. Policy Requirements of the State Authorization Reciprocity Agreement

Pursuant to Executive Order 2014-09 and SDCL §13-48-42, the Board hereby adopts, and incorporates herein, the participation requirements set forth in the Western Interstate Commission for Higher Education State Authorization Reciprocity Agreement published on November 1, 2013, as supplemented by the Western Interstate Commission for Higher Education Application Procedures for State Membership in State Authorization Reciprocity Agreement program, document published on November 22, 2013, and as incorporated in the Policies and Standards of the National Council for State Authorization Reciprocity Agreements, published November 18, 2013.

- A. The Board understands the authority placed upon it through Executive Order 2014-09 and delegated to it through SDCL §13-48-42 to empower it to exercise all point-of-contact powers expressly contemplated in the above referenced SARA documents or necessary to performing the functions more specifically described therein.

3. Consistent and Equal Administration of the State Authorization Reciprocity Agreement

- A. The Executive Director shall provide for adequate staffing, policies and procedures to assure that South Dakota administers the requirements of SARA consistently and equally, without differentiation based upon the governance, mission or corporate domicile of institutions, and without differentiation based upon the residency of distance education students.
 - 1. For purposes of this policy, the SARA administrator shall be the person delegated responsibility for administering SARA by the Executive Director.

4. Institutional Application to Participate in the State Authorization Reciprocity Agreement program

- A. Institutions that operate from a principal campus or central administrative unit domiciled in South Dakota may apply to the SARA administrator for approval to deliver distance education programming to students residing in other SARA member states, provided such institutions have:
 - 1. institutional accreditation by name as South Dakota-based institutions from an accreditor recognized by the U.S. Department of Education and
 - 2. authorization by name to provide educational programs at physical locations in South Dakota
 - a. from the Secretary of State,
 - b. pursuant to SDCL § 13-48-36,
 - c. pursuant to SDCL § 13-48-41(1), exempting institutions authorized by the government of the United States, or
 - d. pursuant SDCL § 13-48-41(2), exempting institutions authorized by the government of an Indian tribe whose tribal lands are located, in whole or in part, in this state.

- B. Institutions that seek participation in SARA may do so by submitting an application in the form required under SARA.
1. Submission of an application form operates as an agreement by the institution to accept oversight by the Board insofar as is necessary to comply with requirements placed uniformly on all institutions that participate in SARA. Acceptance of that oversight is a precondition and as an ongoing condition of the institution's eligibility to participate in SARA.
 - a. This agreement includes institutional undertakings:
 - i. to provide annual reports required under SARA, together with such additional reports as may be needed to assist the SARA administrator in responding to requests received from other states' points of contact, or from regional or national SARA agreement authorities;
 - ii. to notify the SARA administrator promptly of changes in institutional accreditation, corporate governance or ability to continue delivering the programs identified in the institution's application materials or annual reports;
 - iii. to inform the SARA administrator whenever circumstances require it to seek accrediting agency approval for a teach-out program or to initiate other program termination measures;
 - iv. to offer teach-out plans or reimbursement of tuition or fees to students, if any, who may be unable to complete courses or programs, because of the institution's loss of eligibility to participate in SARA;
 - iv. to cooperate with the SARA administrator in resolving complaints;
 - v. to accept the final resolution of complaints by the SARA administrator, pursuant to the procedures outlined in this policy, which resolutions may require repayment of tuition and fees as liquidated damages; and
 - vi. to submit to enforcement proceedings and to comply with the final resolution, which may entail loss of eligibility for participation in SARA.

- b. The institution shall have the right to appeal SARA administrator final resolutions of complaints or enforcement actions to the Board for resolution under SDCL ch 1-26, as provided in § 9 of this policy.
- 2. In order to comply with the requirements of the Western Interstate Commission for Higher Education State Authorization Reciprocity Agreement published on November 1, 2013, pp. 15-16, each application must:
 - a. identify the academic offerings that the institution proposes to offer through SARA and demonstrate that the institution's accrediting body has accredited it to deliver such programs via distance education;
 - b. document that the institution provides written notification to all students in a course or program that customarily leads to professional licensure whether or not the course or program meets requirements for licensure in the state where the student resides;
 - i. this requirement applies to any course or programs that a student could reasonably believe leads to such licensure;
 - ii. if an institution does not know whether a course or program meets licensure requirements in the student's state of residence, the institution may meet this requirement by documenting how it informs students in writing that it cannot assure the student that the course or program meets licensure requirements, and provides the student the contact information for the appropriate state licensing authorities;
 - iii. failure to provide proper notice in one of the two ways permitted under this subparagraph (b) invalidates SARA eligibility of any course or program offered without the proper notice;
 - c. disclose institutional complaint procedures, approved by the institutional accrediting agency, and document how the institution notifies distance education students of the availability of these procedures;
 - d. submit procedures required under the institutional accreditation in the event of the unanticipated closure of an institution, including:

- i. a description of provisions to preserve student records;
 - ii. accrediting body contact information to enable the SARA administrator to request assistance from the institution's accreditor as the accreditor applies its standards under 34 C.F.R. §602.24(c); and
 - iii. a statement whether institutional surety bonds would be available to provide reasonable financial compensation for its distance education students;
 - e. present a commercially reasonable continuity of operation plan supporting distance education students and their continued access to student records;
 - f. for private institutions, confirmation of current institutional federal financial responsibility rating.
3. To establish SARA eligibility, private institutions must possess a current federal composite financial responsibility score equaling or exceeding 1.5.
- a. Private institutions with a federal composite financial responsibility score of 1.0 to 1.5 may request conditional admission to SARA for a period not to exceed two years.
 - i. A private institution requesting conditional admission to SARA shall submit a business plan and supporting financial information which, considered as a whole, suggest that it is commercially reasonable to expect that, within twenty-four months of admission to SARA, the institution will achieve an institutional federal financial responsibility rating of 1.5 or greater.
 - 1. Simultaneously, the institution shall document accrediting body requirements for teach-out plans or alternative plans to assure that distance education students will be offered options to continue their education or to be reimbursed for tuition and fees.
 - b. If, after being admitted to SARA, a private institution's federal composite financial responsibility score falls below 1.5, the institution's authorization to participate in SARA terminates automatically, but the institution shall be offered an opportunity to

operate for an additional three months pending a formal request for conditional admission to SARA, together with all required submissions.

- i. The institution may operate for an additional three months following its formal request for conditional admission to SARA.
 - ii. If the institution elects not to request conditional admission to SARA, it shall implement a teach-out or alternative plan to assure that distance education students will be offered alternatives to continue their education or to be reimbursed for tuition and fees.
- c. No private institution with a federal composite financial responsibility score less than 1.0 will be considered eligible for SARA.
- i. If, after being admitted to SARA, a private institution's federal composite financial responsibility score falls below 1.0, the institution's authorization to participate in SARA terminates automatically.
 - ii. The institution shall implement a teach-out or alternative plan to assure that distance education students will be offered alternatives to continue their education or to be reimbursed for tuition and fees.

5. State Authorization Reciprocity Agreement Reports

A. Annual Reports

- 1. Annual Reports will be due each year on the anniversary of the date that the institution receives approval from the National Council for State Authorization Reciprocity Agreements. Institutions shall file with the SARA administrator updates for all information provided in the initial application.

B. Immediate Reports

- 1. Institutions shall immediately inform the SARA administrator of developments:

- a. affecting institutional accreditation, corporate governance or ability to continue delivering the programs identified in the institution's application materials or annual reports, and
- b. whenever circumstances require it to seek accrediting agency approval for a teach-out program or to initiate other program termination measures.

C. Quarterly Reports

- 1. Institutions shall file quarterly reports detailing the status of complaints referred to the institution by the SARA administrator, together with details involving complaint resolutions.
- 2. Private institutions with an institutional federal financial responsibility rating of 1.0 with justification shall submit quarterly reports to document sufficient progress under the institutional business plan to remain eligible to participate in SARA.

D. Other Reports upon Request

- 1. Institutions shall submit such other reports as the SARA administrator may request from time to time to enable it to respond to inquiries from SARA authorities in other participating states or from the Western Interstate Commission for Higher Education or the National Council for State Authorization Reciprocity Agreements.

6. Fees

- A. National Council for State Authorization Reciprocity Agreements fees will become payable to the National Council for State Authorization Reciprocity Agreements upon admission to SARA and renewal fees will be due at such times and in such amounts as the National Council for State Authorization Reciprocity Agreements may specify.
- B. The Board shall establish an annual SARA fee at a level required to cover the Board's cost of administering SARA. The Board's annual SARA fee will be based upon the State of South Dakota fiscal year, which runs from July 1 through June 30.
 - 1. At the time of submitting an application to participate in SARA, an institution must tender payment sufficient to cover the Board's annual SARA fee.

- a. The first renewal fee will be prorated based on the date that the institution receives approval from the National Council for State Authorization Reciprocity Agreements. The Board will determine the prorated amount by calculating 1/12 of the Board's annual SARA fee for each full or partial month that the institution participates in SARA. The institutional SARA contact will be notified by the Board Office of the prorated amount when the application is approved.
 - i. No Board annual SARA fee proration will be made if an institution elects to withdraw from SARA or if its right to participate is terminated.
 - b. If an institution fails to pay the Board's annual SARA fee at the time of application, or if the instrument of payment is not honored when presented by the Board, the application will be deemed withdrawn and the SARA administrator will take no further action with respect to it.
- C. Renewal payments of the Board's annual SARA fee will be due on July 1. Any changes to the fee structure will be adopted by the Board at its first official meeting following the close of the Legislative Session.
- D. Institutions will forfeit their right to participate in SARA if they fail to pay fees required by National Council for State Authorization Reciprocity Agreements or by the Board.
 - 1. Termination for failure to pay National Council for State Authorization Reciprocity Agreements fees will be effective upon receipt of notice by the Board from the National Council for State Authorization Reciprocity Agreements.
 - 2. Termination for failure to pay the Board's annual SARA fee will become effective on August 1.

7. State Authorization Reciprocity Agreement Complaint Resolution

- A. A complaint is a written, signed allegation that a postsecondary institution does not meet the state authorization requirements of SDCL ch 13-48; an allegation that a postsecondary institution violated deceptive trade practices and consumer protections guaranteed by SDCL ch 37-24; or an allegation raised by a distance education student that a SARA institution does not meet standards established by the institution's accrediting agency or SARA.

1. Disputes involving student grades or student conduct violations are governed entirely by institutional policy and the laws of the SARA institution's home state and do not constitute complaints for purposes of this policy.
- B. Certain complaints received by the SARA administrator will be forwarded to others for resolution.
1. Complaints alleging violations of SDCL ch 13-48 will be forwarded to the South Dakota Secretary of State for review and disposition.
 2. Complaints alleging violations of SDCL ch 37-24 will be forwarded to the Consumer Affairs Division of the Office of the South Dakota Attorney General for review and disposition.
 3. Complaints raised by distance education students residing in South Dakota about SARA institutions domiciled outside South Dakota will be referred to the home state authorities of SARA institutions.
 4. Complaints raised by distance education students residing in South Dakota about South Dakota institutions that do not participate in SARA will be referred to the South Dakota Secretary of State.
- C. The SARA administrator will be responsible for reviewing and administering complaints submitted by distance education students, hereafter, "complainants," that a South Dakota institution that participates in SARA does not meet standards established by the institution's accrediting agency or SARA.
1. Complaints reviewable under this policy include allegations by a distance education student of harm caused because a SARA institution operated a course or program contrary to practices set forth in the Council of Regional Accrediting Commissions Interregional Guidelines for the Evaluation of Distance Education, as summarized in the institutional SARA application (Appendix II).
 2. Complaints shall first be reviewed to determine whether they have been processed through the institution's own procedures for resolution of complaints.
 - a. Complaints that have not been reviewed by the SARA institution will be referred to it for review and resolution within the time frames established under institutional policy.

- i. The SARA administrator will notify complainants at the time a complaint is forwarded to the SARA institution and will advise complainants of their right to request further review of the institutional determination if they process their complaints through the institutional procedure but find the institutional response unsatisfactory.
- b. Complainants who processed their complaints through institutional complaint resolution procedures but remain dissatisfied with the outcome of the institutional process may request that the SARA administrator review the institutional resolution of the complaint.
 - i. If a complainant declines to participate in the SARA institution's complaint procedures, the complaint will be deemed to have been withdrawn, and no further action will be taken on the complaint.
 - ii. The request for review a SARA institution's decision must be filed with the SARA administrator within two years of the incident about which the complaint is made.
 - iii. The request for review must be accompanied by copies of all correspondence, filings and documents exchanged between the complainant and the institution.
 - iv. The request shall specify
 - 1. the basis for believing that the institutional action is inconsistent with accreditation or SARA requirements,
 - 2. the harm caused to the complainant by virtue of the inconsistency, and
 - 3. the corrective action that the complainant seeks.
 - 4. If the complainant alleges that institutional documents were misleading, the request should contain the portions of the catalog, letters or e-mail exchanged between the complainant and the institution and should identify with specificity statements that the complainant found to be

misleading and what the complainant understood the statements to mean.

- v. The SARA administrator will have no obligation to begin a review until all required documents and statements have been filed.
- 2. Once all necessary documentation has been received from a complainant, the SARA administrator shall forward the materials to the institution for written response, which response shall be filed within sixty days thereafter.
- 3. Upon receipt of the institutional response, or after sixty days if the institution fails to respond to the allegations, the SARA administrator may attempt to arrange an informal resolution to the complaint.
 - a. In this connection, the SARA administrator may seek the assistance of the SARA institution's accrediting body.
- 4. If the an informal resolution cannot be reached within thirty calendar days, the SARA administrator shall issue a final resolution to the parties no later than fifteen days after the time allowed for informal resolution has lapsed.
 - a. The final resolution shall be binding on both parties, unless it is appealed to the Board pursuant to article 9 of this policy.

8. State Authorization Reciprocity Agreement Enforcement Proceedings

The SARA administrator may initiate enforcement proceedings where necessary to assure institutional compliance with its agreement with the Board, including the requirements established under the institutional application and the related SARA agreements, policies and standards that the Board administers.

- B. Before taking formal action, the SARA administrator shall provide the participating institution with a written notice:
 - 1. identifying institutional activity that the SARA administer believes breach specific commitments that the institution gave in order to be allowed to participate in SARA;
 - 2. citing the specific provisions of the institution's application, this policy or the related SARA agreements, policies and standards that have been breached; and

3. stating the actions that the SARA administrator proposes to take in response to the identified breaches, either to remedy the breaches or to terminate the institution's participation in SARA and to require implementation of a teach-out plan, a plan to reimburse tuition and fees to affected students or other measures to enable students to pursue duly accredited courses or programs.
- C. The institution shall have forty-five calendar days from the date that the notice is deposited in the United States mails to respond.
1. The response shall identify any alleged errors of fact or alleged error in the SARA administrator's interpretation, application or adherence to the specific provisions of the participation agreement as set forth in the institution's application, this policy or the related SARA agreements, policies and standards.
 2. The response shall present any proposals that the institution may wish to advance as alternative measures to resolve concerns raised by the SARA administrator.
- D. The SARA administrator shall have forty-five calendar days from the date that the institution's response is deposited in the United States mails to pursue any informal resolution or, at the SARA administrator's discretion, to issue a final resolution.
- E. If the institution fails to respond within the time provided in subparagraph 7(C), above, the SARA administrator shall issue a final resolution, which shall be binding on the institution.
1. In such circumstances, if the institution fails to comply with the requirements set forth in the final resolution, the SARA administrator shall notify the institution that its participation in SARA will terminate and shall require it to implement a teach-out plan, a plan to reimburse tuition and fees to affected students or other measures to enable students to pursue duly accredited courses or programs..

9. State Authorization Reciprocity Agreement Appeals

- A. If a final resolution of a complaint or enforcement proceeding adversely affects a legal right, duty, or privilege required by law to be determined after an opportunity for hearing, the institution may appeal the SARA administrator's final resolution to the Board.
- B. An appeal must be brought within 30 calendar days from the date on which the SARA administrator deposited the final resolution notice in the United States mail.

- C. Such an appeal shall state with specificity the legal right, duty, or privilege allegedly affected by the final resolution and shall identify the basis in law for concluding that this legal right, duty or privilege may only be reached by governmental action following a hearing.
 - 1. To the extent that the asserted right to a hearing arises from this policy, the institutional application form, or related SARA agreements, policies or standards, the appellant shall have the burden of showing that the SARA administrator misinterpreted, misapplied or violated a specific term or provision of this policy, the institutional application form, or related SARA agreements, policies or standards.
- D. Such an appeal shall set forth allegations asserting a specific factual basis for the appeal that, if proven, would establish that an action attributable to the SARA administrator deprived the institution of a right, duty or privileged arising under the law, policy, application form, or related SARA agreements, policies or standards that the institution cited as authority for its appeal.
- E. The Board shall refer the matter to the South Dakota Bureau of Administration Office of Hearing Examiners for review, findings and recommended disposition pursuant to SDCL ch 1-26.

SOURCE: BOR, October 2014; BOR, April 2015; BOR, March-April 2016.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – C
DATE: December 11-12, 2019

SUBJECT

New Program: DSU Minor in Finance Technology

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – Program and Curriculum Approval

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to offer a Minor in Finance Technology. The minor would provide an additional skill set focusing on innovative technology such as machine learning, AI, Data Mining, IoT, and other developing technology related to the financial service industry. Students pursuing a career in the banking and financial service industry will be benefited by acquiring knowledge of finance in relation to data science and cyber technology. The Finance Technology minor would fit well within the state's economy, as South Dakota is a major national hub for financial service companies.

The program does not require the creation of new courses.

DSU requests authorization to offer the minor on campus and online.

IMPACT AND RECOMMENDATION

DSU does not request new resources to offer the minor. DSU anticipates graduating eight (8) students per year who have completed the minor after full implementation.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Program Request Form: DSU – Minor in Finance Technology

DRAFT MOTION 20191211_4-C:

I move to authorize DSU to offer a minor in Finance Technology, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Baccalaureate Degree Minor

Use this form to propose a new baccalaureate degree minor (the minor may include existing and/or new courses. An academic minor within a degree program enables a student to make an inquiry into a discipline or field of study beyond the major or to investigate a particular content theme. Minors provide a broad introduction to a subject and therefore develop only limited competency. Minors consist of a specific set of objectives achieved through a series of courses. Course offerings occur in a specific department or may draw from several departments (as in the case of a topical or thematic focus). In some cases, all coursework within a minor proscribed; in others cases, a few courses may form the basis for a wide range of choices. Regental undergraduate minors typically consist of 18 credit hours. Proposals to establish new minors as well as proposals to modify existing minors must recognize and address this limit. The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the New Baccalaureate Degree Minor Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	DSU
TITLE OF PROPOSED MINOR:	Finance Technology
DEGREE(S) IN WHICH MINOR MAY BE EARNED:	B.B.A. (except Finance) B.S. in Computer Information Systems B.S. in Professional Accountancy
EXISTING RELATED MAJORS OR MINORS:	BBA, Finance
INTENDED DATE OF IMPLEMENTATION:	Fall 2020
PROPOSED CIP CODE:	52.0801
UNIVERSITY DEPARTMENT:	Business
UNIVERSITY DIVISION:	College of Business and Information Systems

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

J. M. Gustaf

President of the University

4/30/2019

Date

- Do you have a major in this field (*place an "X" in the appropriate box*)? ☐ Yes ☒ No
- If you do not have a major in this field, explain how the proposed minor relates to your university mission.

Given that Dakota State University is known for its information technology related programs national wide, this FinTech minor is a good fit of the University mission to educate the new generation of workforce about innovative technology in the finance field.

This minor utilizes the collaboration from three different disciplines at DSU to strengthen graduates' career outlook. The proposed minor will enhance other existing degree programs (see below) by providing a technology focus within the finance field:

B.B.A., Accounting, Business Technology, Management or Marketing (excluding Finance)
 B.S. in Computer Information Systems
 B.S. in Professional Accountancy

3. What is the nature/purpose of the proposed minor?

The Financial Technology minor is intended to provide additional skill set focusing on innovative technology such as machine learning, AI, Data Mining, IoT, and other developing technology related to the financial service industry.

4. How will the proposed minor benefit students?

Given a changing landscape in the financial service industry and evolving disruptive technologies, acquiring solely finance knowledge is not enough as technology becomes essential and integral part of the financial service industry. Students pursuing their career in the banking and financial service industry will greatly benefited if they have acquired knowledge of finance in relation to data science and cyber technology.

5. Describe the workforce demand for graduates in related fields, including national demand and demand within South Dakota.

According to the SD Governor's office of Economics Development, South Dakota is one of the major national hubs for financial service companies, including Wells Fargo, Citi, TCF and other intermediate sized commercial banks. Financial service industry accounts for more than 15% of SD GDP, which makes the financial service industry the largest employers in the State.

According to the Bureau of Labor Statistics, employment in Finance has grown up by 10.3% from 2003 to 2013. The employment is expected to grow by 5.52% from 2016 to 2026.

FinTech industry along has grown tremendously over the past 10 years and is continuing to expand. According to the 2017 FinTech report by Mckinsey & Company, FinTech related activities within Capital Market Infrastructure has gone up by 300% from 2000 to 2017, which posits great opportunity for this area of finance to grow explosively.

6. Provide estimated enrollments and completions in the table below and explain the methodology used in developing the estimates (*replace "XX" in the table with the appropriate year*).

	Fiscal Years*			
	1 st	2 nd	3 rd	4 th
<i>Estimates</i>	FY19	FY20	FY21	FY22
Students enrolled in the minor (fall)	5	6	8	10
Completions by graduates		5	6	8

*Do not include current fiscal year.

It is expected that minor will be of greatest interest to current DSU students. Enrollment estimates are based on the average number of students currently enrolled in other minors at DSU

7. What is the rationale for the curriculum? Demonstrate/provide evidence that the curriculum is consistent with current national standards.

It is now becoming obvious that the accelerating pace of technological change is the most creative force—and, the most destructive one—in the financial services ecosystem today.

According to several research institutions like Globe X and PWC.com, FinTech is emerging as a powerful theme in 2018 and going forward, driven by the rapid adoption of cutting-edge technologies across the financial services industry, such as mobile banking and payment, financial software and automatic algorithm, and alternative lending and funding platforms such as crowdfunding and microfinancing. In this piece, we look at the major trends that are propelling FinTech's growth, including:

- The digitalization of financial services
- The rising number of payment options at retailers
- Tapping into the emerging markets' middle class
- The expansion of FinTech beyond traditional financial services

With all been said and as the start-up and existing firms are gearing up for the new era of financial service industry, a new group of workforces with innovative skills is in high demand. DSU as a higher education provider should move ahead of the current and future trends and design a curriculum that could better prepare the future workforce. In conclusion, The offering of this FinTech minor could pave our way to offer a novel Finance program that meets the future of the finance industry.

8. Complete the tables below. Explain any exceptions to Board policy requested.

A. Distribution of Credit Hours

Minor in Financial Technology	Credit Hours	Percent
Requirements in minor	18	100%
Electives in minor	0	0%
Total	18	100%

B. Required Courses in the Minor

Prefix	Number	Course Title <i>(add or delete rows as needed)</i>	Credit Hours	New (yes, no)
BADM	310	Business Finance	3	No
BADM	411	Investments	3	No
BADM	415	Financial Institutions and Markets	3	No
CIS	474	Business Intelligence and Big Data	3	No
CIS	484	Database Management Systems	3	No
CSC	145	Information Security Fundamentals	3	No
Subtotal			18	

It is noted that BADM 310 does require two additional prerequisite courses, ACCT 210 and ACCT 211, which are not listed as part of the minor. These courses are taken as part of the core requirements for the BBA and BS in Professional Accountancy majors and will not require additional coursework for the minor. For other B.S. degrees, these courses may be taken as part of the core requirements or as electives.

CIS 484 does require CIS 123 or CIS 130 or CSC 150 as a prerequisite, which is not listed as a part of the minor. The BBA and BS majors do require one of these courses to be taken as part of the program requirement and will not require additional coursework for the minor.

9. Elective Courses in the Minor: List courses available as electives in the program. Indicate any proposed new courses added specifically for the minor.

Prefix	Number	Course Title <i>(add or delete rows as needed)</i>	Credit Hours	New (yes, no)
		None		Choose an item.
Subtotal				

10. What are the learning outcomes expected for all students who complete the minor? How will students achieve these outcomes?

Learning outcomes:

Demonstrate a thorough understanding of the application of technology for finance.

Solve financial related problems with emerging technological approaches.

Measurement of the learning outcomes:

Target 70% or more of the students will score 70% or higher on a project assignment applying innovative technologies for financial decision making.

Target 70% or more of the students will score 70% or higher on examinations/cases/quizzes/homework assignments that require the students to demonstrate understanding of the impact of emerging technologies on the field of finance.

11. What instructional approaches and technologies will instructors use to teach courses in the minor?

Microsoft Excel and some advanced data analytic tools will be utilized as instructional approaches to teach courses.

12. Delivery Location¹

- A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an online program)?**

	Yes/No	Intended Start Date
On campus	Yes	Fall 2020

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	No		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods ²	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes		Fall 2020

- B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an online program)?³**

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Choose an item.		Choose an item. Choose an item.

13. Does the University request any exceptions to any Board policy for this minor? Explain any requests for exceptions to Board Policy.

None

14. Cost, Budget, and Resources: Explain the amount and source(s) of any one-time and continuing investments in personnel, professional development, release time, time redirected from other assignments, instructional technology & software, other operations

¹ The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

² Delivery methods are defined in [AAC Guideline 5.5](#).

³ This question responds to HLC definitions for distance delivery.

and maintenance, facilities, etc., needed to implement the proposed minor. Address off-campus or distance delivery separately.

The courses in the minor are already offered by DSU and will not require additional investment.

15. New Course Approval: New courses required to implement the new minor may receive approval in conjunction with program approval or receive approval separately. Please check the appropriate statement (*place an "X" in the appropriate box*).

☐ YES,

the university is seeking approval of new courses related to the proposed program in conjunction with program approval. All New Course Request forms are included as Appendix C and match those described in section 7.

☒ NO,

the university is not seeking approval of all new courses related to the proposed program in conjunction with program approval; the institution will submit new course approval requests separately or at a later date in accordance with Academic Affairs Guidelines.

16. Additional Information: Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.

Appendix A – Outcomes
DSU, Finance Technology Minor

Individual Student Outcomes and Program Courses

List specific individual student outcomes—knowledge and competencies—in each row. Label each column with a course prefix and number. Indicate required courses with an asterisk (). Indicate with an X the courses that will provide the student with an opportunity to acquire the knowledge or competency listed in the row. All students should acquire the program knowledge and competencies regardless of the electives selected. Modify the table as necessary to provide the requested information for the proposed program.*

Individual Student Outcome	Program Courses that Address the Outcomes					
	BADM 310*	BADM 411*	BADM 415*	CIS 474*	CIS 484*	CSC 145*
Demonstrate a thorough understanding of the application of technology for finance.			X	X	X	
Solve financial related problems with emerging technological approaches.	X	X	X	X		
Demonstrate an understanding of how cybersecurity protects financial data using systems, network and computer security.			X		X	X

Expand the table as necessary to include all student outcomes. Outcomes in this table are to be the same ones identified in the text.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – D (1)
DATE: December 11-12, 2019

SUBJECT

New Certificate: DSU Graduate Certificate in Cyber Security

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – Program and Curriculum Approval

BACKGROUND / DISCUSSION

Dakota State University (DSU) requests authorization to offer a Graduate Certificate in Cyber Security. The certificate would better prepare students by producing more trained computer scientists, software engineers, programmers, and other computing professionals, and gives students hands-on experience in the theory and application of cybersecurity, as well as practical experience. The certificate is intended for students currently working in and holding B.S. degrees in security-related technology areas, which will allow them to gain graduate level skills in Cyber Security. Cyber Security is a growing need in today's workforce.

The program will not require the creation new courses.

DSU requests authorization to offer the certificate online.

IMPACT AND RECOMMENDATION

DSU does not request new resources to offer the minor.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Certificate Request Form: DSU – Graduate Certificate in Cyber Security

DRAFT MOTION 20191211_4-D(1):

I move to authorize DSU to offer a graduate certificate in Cyber Security, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Certificate

UNIVERSITY:	DSU
TITLE OF PROPOSED CERTIFICATE:	Cyber Security
INTENDED DATE OF IMPLEMENTATION:	1/6/2020
PROPOSED CIP CODE:	11.1003 Computer & Info Systems Security/Information Assurance
UNIVERSITY DEPARTMENT:	
UNIVERSITY DIVISION:	Beacom College

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

Institutional Approval Signature

President or Chief Academic Officer of the University

9/18/2019

Date

1. Is this a graduate-level certificate or undergraduate-level certificate (place an "X" in the appropriate box)?

Undergraduate Certificate ☐

Graduate Certificate ☒

2. What is the nature/purpose of the proposed certificate?

The format of this certificate allows for the accumulation of a specific set of courses to constitute a degree of content mastery and provide an area of academic specialization. This certificate provides an adjunct area of study to the student's internship or applied experience. With the ubiquitous presence of websites, mobile apps, and mission-critical data management systems, we need people prepared on every level: Pre-baccalaureate, baccalaureate, masters and doctoral level. The first and main purpose for this certificate is to better prepare society by producing more trained computer scientists, software engineers, programmers, and other computing professionals.

3. Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

The need for the current South Dakota technology workforce to be bolstered with enhanced Cyber security skills is well understood. This certification is intended for those currently working in and holding BS degrees in security related technology areas to allow them to gain graduate level skills in Cyber Security.

Given the rapidly expanding internet of things and the plethora of devices hooked to the internet, with this credential learners will develop strategic knowledge of security models, risk assessment, secure systems development, crisis management, and legal, regulatory, and compliance issues. You'll also gain tactical knowledge by examining access control, encryption, network security, and social engineering. This is a set of information that must be implemented to have a safer cyber world. In addition, this certificate as accomplishing at least five important tasks: (a) It will help create lifelong learners (as the workforce expects an increasingly diverse and changing set of skills, students are going back to school to upgrade their credentials. By basing educational programming around what students actually need, institutions can transform certificate students to lifelong learners. (b) This certificate helps DSU better align with workforce needs: produce graduates with tangible, workforce-ready skill sets. This certificate will help students gear up for employment upon completion, aligning their skills with what employers actually want. (c) This certificate program of study will be important to learners who are focused on workforce development and are concentrated in programs designed to prepare adult learners for specific workforce roles. (d) This certificate will help DSU meet its mission as a leader in the computer and cyber sciences.

4. Who is the intended audience for the certificate program (including but not limited to the majors/degree programs from which students are expected)?

Those holding a BS in a cyber security area or related fields such as CSC/EE/SE. Also those that have gained a more technical background through work or military and wish to expand into the Cyber security area.

5. List the courses required for completion of the certificate in the table below (if any new courses are proposed for the certificate, please attach the new course requests to this form):²

Prefix	Number	Course Title <i>(add or delete rows as needed)</i>	Credit Hours	New (yes, no)
CSC	748	Software Exploitation (required)	3	No
INFA	751	Wireless Security (required)	3	No
Choose 6 credits of Electives				
INFA	723	Cryptography (elective)	3	No
INFA	754	Intrusion Detection (elective)	3	No

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

² Regental system certificate programs typically are a subset of the curriculum offered in degree programs, include existing courses, and involve 9-12 credits for completion. Deviations from these guidelines require justification and approval.

CSC	538	Defensive Network Security (elective)	3	No
CSC	716	Secure Software Engineering(elective)	3	No
Subtotal			12	

- Two (2) electives can be chosen from the four courses listed.
- If the student has a weak security background then one elective will be required to be CSC 716.

6. Student Outcome and Demonstration of Individual Achievement.³

- A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation?** *The knowledge and competencies should be specific to the program and not routinely expected of all university graduates.*

Several competencies and intended outcomes arise from this certificate: (a) develop skills in problem solving, algorithm development, design, and programming concepts; (b) develop skills in specific topics: sequence, selection, repetition, functions, and arrays; (c) develop skills in attack methodologies and techniques that lead to software vulnerabilities; (d) learn the principles of information assurance, with emphasis on current threats and vulnerabilities; (e) develop an information security plan to mitigate risk; (f) develop working knowledge of information security and assurance issues; develop an understanding of security policies, models, and mechanisms for confidentiality, integrity, and availability; (g) learn about advanced treatment of functions, data types such as arrays and structures, and files; (h) become proficient in object-oriented programming methodologies, including the introduction of Unified Modeling Language (UML).

- B. Complete Appendix A – Outcomes using the system form.** *Outcomes discussed below should be the same as those in Appendix A.*

- 7. Complete the following charts to indicate if the university intends to seek authorization to deliver the entire certificate at any off-campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or intends to seek authorization to deliver the entire certificate through distance technology (e.g., as an on-line program)?⁴**

	Yes/No	If Yes, list location(s), including the physical address	Intended Start Date
Off-campus	No		Click here to enter a date.

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery	Yes	018	8/19/2019

- 8. Additional Information:** *Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional*

³ Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.”

⁴ The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – D (2)
DATE: December 11-12, 2019

SUBJECT

New Certificate: NSU Behavioral and Justice Studies

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – Program and Curriculum Approval

BACKGROUND / DISCUSSION

Northern State University (NSU) requests authorization to offer a Graduate Certificate in Behavioral and Justice Studies. This certificate is for those who work in the counseling, police or law enforcement, social work, psychology, or other related fields who work with people engaged in the criminal justice world. The certificate will provide knowledge of counseling and criminal justice for those who work with clients who are in and around the criminal justice system.

The Behavioral and Justice Studies graduate certificate is intended to be a stand-alone credential option for students not seeking a master's degree or who already have a master's degree. Nevertheless, the certificate is stackable, as all twelve credits can be applied to the proposed Forensic Counseling emphasis in NSU's Clinical Mental Health Counseling program.

NSU requests authorization to offer the certificate on campus.

IMPACT AND RECOMMENDATION

NSU does not request new resources to offer the certificate. Three new courses are required to offer the certificate.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Certificate Request Form: NSU – Graduate Certificate in Behavioral and Justice Studies

DRAFT MOTION 20191211_4-D(2):

I move to authorize NSU to offer a graduate certificate in Behavioral and Justice Studies, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Certificate

Use this form to propose a certificate program at either the undergraduate or graduate level. A certificate program is a sequence, pattern, or group of academic credit courses that focus upon an area of specialized knowledge or information and develop a specific skill set. Certificate programs typically are a subset of the curriculum offered in degree programs, include previously approved courses, and involve 9-12 credit hours including prerequisites. In some cases, standards for licensure will state explicit requirements leading to certificate programs requiring more than 12 credit hours (in such cases, exceptions to course or credit requirements must be justified and approved). The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the New Certificate Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	NSU
TITLE OF PROPOSED CERTIFICATE:	Behavioral and Justice Studies
INTENDED DATE OF IMPLEMENTATION:	Summer 2020
PROPOSED CIP CODE:	430104
UNIVERSITY DEPARTMENT:	History and Social Sciences
UNIVERSITY DIVISION:	College of Arts & Sciences

☒ **Please check this box to confirm that:**

- The individual preparing this request has read [AAC Guideline 2.7](#), which pertains to new certificate requests, and that this request meets the requirements outlined in the guidelines.
- This request will not be posted to the university website for review of the Academic Affairs Committee until it is approved by the Executive Director and Chief Academic Officer.

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.



Institutional Approval Signature

President or Chief Academic Officer of the University

10/11/2019

Date

Note: In the responses below, references to external sources, including data sources, should be documented with a footnote (including web addresses where applicable).

1. Is this a graduate-level certificate or undergraduate-level certificate (place an "X" in the appropriate box)?

Undergraduate Certificate ☐

Graduate Certificate ☒

- 2. What is the nature/ purpose of the proposed certificate? Please include a brief (1-2 sentence) description of the academic field in this certificate.**

This certificate is for those who work in the counseling, police or law enforcement, social work, psychology, or other related fields who work with people engaged in the criminal justice world. The certificate will provide knowledge of counseling and criminal justice for those who work with clients who are in and around the criminal justice system.

- 3. If you do not have a major in this field, explain how the proposed minor relates to your university mission and strategic plan, and to the current Board of Regents Strategic Plan 2014-2020.**

Links to the applicable State statute, Board Policy, and the Board of Regents Strategic Plan are listed below for each campus.

BHSU:	<u>SDCL § 13-59</u>	<u>BOR Policy 1:10:4</u>
DSU:	<u>SDCL § 13-59</u>	<u>BOR Policy 1:10:5</u>
NSU:	<u>SDCL § 13-59</u>	<u>BOR Policy 1:10:6</u>
SDSMT:	<u>SDCL § 13-60</u>	<u>BOR Policy 1:10:3</u>
SDSU:	<u>SDCL § 13-58</u>	<u>BOR Policy 1:10:2</u>
USD:	<u>SDCL § 13-57</u>	<u>BOR Policy 1:10:1</u>
<u>Board of Regents Strategic Plan 2014-2020</u>		

NSU offers a major in criminal justice and a master's in counseling.

- 4. Provide a justification for the certificate program, including the potential benefits to students and potential workforce demand for those who graduate with the credential. For workforce related information, please provide data and examples. Data may include, but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc. Please cite any sources in a footnote.**

This certificate would allow for students in either the criminal justice or counseling fields to gain further expertise for working with populations involved in the criminal justice system, such as in a prison, in community corrections, juvenile detention, the state or federal government, or those who are victims of crimes.

The Behavioral and Justice Studies graduate certificate is meant to be a stand-alone credential option for students not seeking a master's degree. The targeted group for this certificate is counselors working with those involved in the criminal justice system, although other professionals in other areas, such as social work, human services, domestic violence would also benefit from this certificate. This certificate has potential to draw large numbers of students who already work in the criminal justice world or who work with clients involved in the criminal justice realm and who need or want further education to continue their jobs. There are no programs emphasizing this particular aspect of forensic sciences at the graduate level in the state or region.

The Behavioral and Justice Studies graduate certificate can also be an entrée point for the NSU Master's in Forensic Counseling – Clinical Mental Health Counseling. Students who complete this graduate certificate will have 12 credits earned toward the master's degree and may choose to matriculate and continue their education and earn their master's in clinical mental health counseling with a specialization in forensic counseling.

5. Who is the intended audience for the certificate program (including but not limited to the majors/degree programs from which students are expected)?

Counselors, law enforcement officials, victim advocates, social workers, psychologists, and other people working in these types of fields. This is intended for those who have already completed a Master's degree in counseling or another related field. It is meant to complement an already existing degree.

6. Certificate Design

A. Is the certificate designed as a stand-alone education credential option for students not seeking additional credentials (i.e., a bachelor's or master's degree)? If so, what areas of high workforce demand or specialized body of knowledge will be addressed through this certificate?

Yes. The Behavioral and Justice Studies graduate certificate is meant to be a stand-alone credential option for students not seeking a master's degree or who already have a master's degree. Practitioners with master's in counseling or in social work may complete the graduate certificate in Behavioral and Justice Studies to better understand their clients in and around the criminal justice system.

B. Is the certificate a value added credential that supplements a student's major field of study? If so, list the majors/programs from which students would most benefit from adding the certificate.

C. Is the certificate a stackable credential with credits that apply to a higher level credential (i.e., associate, bachelor's, or master's degree)? If so, indicate the program(s) to which the certificate stacks and the number of credits from the certificate that can be applied to the program.

Yes. The Behavioral and Justice Studies graduate certificate can be stackable for practitioners who have earned undergraduate degrees in criminal justice, human services, or related fields and who want a more advanced understanding of behavioral and justice studies. All 12 graduate credits could be used toward a master's degree in clinical mental health counseling with a specialization in forensic counseling. Students who do not have earned master's degrees and who earn the Graduate Certificate in Behavioral and Justice studies may choose to matriculate into Northern's Forensic Counseling – Clinical Mental Health Counseling program, and will have 12 credits toward that degree already completed.

7. **List the courses required for completion of the certificate in the table below (if any new courses are proposed for the certificate, please attach the new course requests to this form).** *Certificate programs by design are limited in the number of credit hours required for completion. Certificate programs consist of nine (9) to twelve (12) credit hours, including prerequisite courses. In addition, certificates typically involve existing courses. If the curriculum consists of more than twelve (12) credit hours (including prerequisites) or includes new courses, please provide explanation and justification below.*

Prefix	Number	Course Title <i>(add or delete rows as needed)</i>	Prerequisites for Course <i>Include credits for prerequisites in subtotal below.</i>	Credit Hours	New (yes, no)
CGPS/CJUS	588/588	Introduction to Forensic Counseling		3	Yes
SOC/CGPS	468/568/568	Criminology for Human Service/Counseling Practice		3	Yes
SOC/CGPS	402/502/502	Social Deviance		3	No
		Plus one of the following			
CJUS/CGPS	452/552/552	Prisons and Penology		3	No
SOC/CGPS	487/587/587	Victim Advocacy		3	Yes
CJUS/CGPS	455/555/555	Juvenile Delinquency		3	No
CJUS/CGPS	456/556/556	Community Corrections		3	No
SOC/CGPS	470/570/570	Child Abuse and Neglect		3	No
Subtotal				12	

Additional new courses are required to provide a counseling related emphasis as this certificate is geared to counselors already practicing in the field who are lacking basic criminology information but would like the information to be geared toward their specific field. Further, these additional new courses will be utilized for a forensic counseling specialization within the existing counseling program at Northern State University.

8. Student Outcome and Demonstration of Individual Achievement.

Board Policy 2:23 requires certificate programs to “have specifically defined student learning outcomes.

A. What specific knowledge and competencies, including technology competencies, will all students demonstrate before graduation? *The knowledge and competencies should be specific to the program and not routinely expected of all university graduates.*

****Bolded items are goals for the certificate overall. Non-bolded items are course-specific goals**

Students will recognize how mental health issues impact those who are victims or offenders in the criminal justice system.

Students will competently make ethical decisions when working with victims or offenders with mental health issues.

Students will be able to competently interface with mental health providers or criminal justice providers to better assist their respective clientele.

Students will recognize the differing components of the criminal justice system.

Students will utilize theories related to both victimization and criminality to identify victims and offenders within their chosen field.

Students will recognize best practices when working with victims, the potential mental health issues related to victimology, and how to better advocate for their clients who are the victim of crimes.

Students will be able to work with lawmakers to advocate for changes to existing laws so victims of crimes are protected from further victimization.

Students will gain greater competence in working with their chosen population.

Students will recognize what juvenile delinquency entails, the research hypotheses of causes of delinquency, and the policies implicated in juvenile delinquency.

Students will identify major trends in criminal and deviant behavior, their causes, policies and laws related to the causes of deviant behavior, including mental health laws, and the possible mental health or legal treatments for deviant behavior.

Students will detail the history of the prison and penology system, its strengths and weaknesses, and the reform it has undergone, both related to the traditional penal system and the mental health subsection.

Students will detail the history of the community corrections system, the levels of community corrections that exist, and the reform necessary within the community corrections system and the mental health subsection within the community corrections population.

- B. Complete the table below to list specific learning outcomes – knowledge and competencies – for courses in the proposed program in each row. Label each column heading with a course prefix and number. Indicate required courses with an asterisk (*). Indicate with an X in the corresponding table cell for any student outcomes that will be met by the courses included. All students should acquire the program knowledge and competencies regardless of the electives selected. Modify the table as necessary to provide the requested information for the proposed program.**

Courses that Address Outcomes ►	CGPS 588 CJUS 588*	SOC 468/568 CGPS 568*	SOC 402/502 CGPS 502*	CJUS 452/552 CGPS 552	SOC 487/587 CGPS 587	SOC 455/555 CGPS 555	CJUS 456/556 CGPS 556	SOC 470/570 CGPS 570
Individual Student Outcomes ▼								
Students will recognize how mental health issues impact those who are victims or offenders in the criminal justice system.	X							
Students will competently make ethical decisions when working with victims or offenders with mental health issues.	X							
Students will be able to competently interface with mental health providers or criminal justice	X	X						

providers to better assist their respective clientele.								
Students will recognize the differing components of the criminal justice system.	X	X						
Students will utilize theories related to both victimization and criminality to identify victims and offenders within their chosen field.	X	X						
Students will recognize best practices when working with victims, the potential mental health issues related to victimology, and how to better advocate for their clients who are the victim of crimes.	X				X			
Students will be able to work with lawmakers to advocate for changes to existing laws so victims of crimes are protected from further victimization.					X			
Students will gain greater competence in working with their chosen population.	X	X	X	X		X	X	X
Students will recognize what juvenile delinquency entails, the research hypotheses of causes of delinquency, and the policies implicated in juvenile delinquency.						X		
Students will identify major trends in criminal and deviant behavior, their causes, policies and laws related to			X			X		

the causes of deviant behavior, including mental health laws, and the possible mental health or legal treatments for deviant behavior.								
Students will detail the history of the prison and penology system, its strengths and weaknesses, and the reform it has undergone, both related to the traditional penal system and the mental health subsection.			X					
Students will detail the history of the community corrections system, the levels of community corrections that exist, and the reform necessary within the community corrections system and the mental health subsection within the community corrections population.							X	

9. Delivery Location.

Note: The accreditation requirements of the Higher Learning Commission (HLC) require Board approval for a university to offer programs off-campus and through distance delivery.

- A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?**

	Yes/No	Intended Start Date
On campus	Yes	Summer 2020

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	No		Choose an item. Choose an item.

	Yes/No	<i>If Yes, identify delivery methods</i> <i>Delivery methods are defined in AAC Guideline 5.5.</i>	<i>Intended Start Date</i>
Distance Delivery (online/other distance delivery methods)	No		Choose an item. Choose an item.
Does another BOR institution already have authorization to offer the program online?	No	If yes, identify institutions:	

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)? *This question responds to HLC definitions for distance delivery.*

	Yes/No	<i>If Yes, identify delivery methods</i>	<i>Intended Start Date</i>
Distance Delivery (online/other distance delivery methods)	No		Choose an item. Choose an item.

10. Additional Information: *Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.*

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – E
DATE: December 11-12, 2019

SUBJECT

New Specialization: NSU Specialization in Forensic Counseling in the MS Clinical Mental Health Counseling

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – Program and Curriculum Approval

BACKGROUND / DISCUSSION

Northern State University (NSU) requests authorization to offer a specialization in Forensic Counseling for the MEd in Clinical Mental Health Counseling.

The specialization will enhance counseling students' abilities to interface with the legal system and provide increased opportunities to work in settings such as prisons, domestic violence shelters, and juvenile detention centers, which have high need for specialized counseling services.

Students who complete their degree in mental health counseling with this specialization will be eligible for national certification from the National Association of Forensic Counselors after two years of clinical mental health serving forensic populations. They will also be eligible for the following optional certifications from the National Board of Forensic Evaluators: Certified Child Custody Evaluator, Certified Forensic Mental Health Evaluator, and Certified Forensic Behavioral Analyst.

NSU requests authorization to offer the specialization on campus.

IMPACT AND RECOMMENDATION

NSU does not request new resources to offer the specialization. Three new courses are required to offer the specialization.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: NSU – Specialization in Forensic Counseling in the MEd Clinical Mental Health Counseling

DRAFT MOTION 20191211_4-E:

I move to authorize NSU to offer a specialization in Forensic Counseling within the MEd Clinical Mental Health program, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Specialization

Use this form to propose a new specialization within an existing degree program. Specializations provide students with an alternative to the primary format of the major or it may be one of several tracks within a broad major. Specializations contain courses within the discipline(s) of the existing program. Specializations appear in the institutional catalog and on the transcript. Majors that offer specializations typically have one-third to two-thirds of the credits in common with the remaining course work fulfilling the requirements of the specialization(s) offered. The Board of Regents, Executive Director, and/or their designees may request additional information about the proposal. After the university President approves the proposal, submit a signed copy to the Executive Director through the system Chief Academic Officer. Only post the New Specialization Form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	NSU
TITLE OF PROPOSED SPECIALIZATION:	Forensic Counseling
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Clinical Mental Health Counseling
INTENDED DATE OF IMPLEMENTATION:	5/27/2019
PROPOSED CIP CODE:	13.1101
UNIVERSITY DEPARTMENT:	Counseling and Psychology
UNIVERSITY DIVISION:	School of Education

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.


 Institutional Approval Signature
 President or Chief Academic Officer of the University

10/11/2019
 Date

1. Level of the Specialization (place an "X" in the appropriate box):

Baccalaureate ☐ Master's ☒ Doctoral ☐

2. **What is the nature/purpose of the proposed specialization?** The specialization will enhance counseling students' abilities to interface with the legal system and provide increased opportunities to work in occupations that are in need of specialized counseling services, such as prisons, domestic violence shelters, juvenile detention centers, etc. While traditional counseling courses offer many of the same skills counselors in these fields will utilize, the specialized knowledge related to the criminal justice system, assessment of victims and offenders, and how the legal system and counseling are connected is not normally covered in the existing program options. The specialized knowledge will get students who wish to work in these areas better prepared for those careers.

3. Provide a justification for the specialization, including the potential benefits to students and potential workforce demand for those who graduate with the credential.¹

This change would allow for students to specialize in populations involved in the criminal justice system, such as in a prison, in community corrections, juvenile detention, the state or federal government, or those who are victims of crimes. There are no Forensic Counseling specializations or emphases in the state of South Dakota or in surrounding states. This change has the potential to draw large numbers of students who wish to be involved in the criminal justice aspect of counseling while still being therapeutic and helpful to those in need. We have had several students come through our program with criminal justice minors who have expressed a desire to stay in the criminal justice field. This would allow them that opportunity while also fostering the counseling skills necessary to work best with this underserved group.

This will be marketed as a Clinical Mental Health degree with an optional specialization in forensics, per CACREP. This specialization is eligible for CACREP accreditation at our next accreditation cycle in 2025 but students will still graduate with a CACREP accredited CMH degree and are eligible for licensure right away. Students will be eligible for national certification from the National Association of Forensic Counselors after two years within the CMH field while serving forensic populations. They may also receive three separate national certifications from the National Board of Forensic Evaluators, which is endorsed by the American Mental Health Counselors Association. The three optional certifications are: Certified Child Custody Evaluator, Certified Forensic Mental Health Evaluator, and Certified Forensic Behavioral Analyst. Currently, there are no certified Forensic Mental Health Evaluators listed in South Dakota, North Dakota, Iowa, Minnesota, Nebraska, Montana, Wyoming, or Wisconsin for the National Board of Forensic Evaluators (<https://www.nbfe.net/Map-of-Evaluators>). This would be an opportunity for Northern State University to capitalize on this market.

Students may also decide to go on for a PhD or PsyD in Counseling or Psychology with this degree and specialization. With a PhD or PsyD, students would be eligible to work for the FBI or other high-level government jobs as Behavior Analysts, Forensic Assessors, or working with those in the federal prison system who have particularly dangerous/challenging mental health needs (such as serial killers).

The job growth for all clinical mental health counselors from 2016 – 2026 is expected to be 275 jobs per year with an average salary of \$42,130 - \$53,610 via the U.S. Bureau of Labor Statistics.

Persons with a PhD or PsyD with forensic credentials working in academia have a projected growth of 4.8 jobs per year with an annual income of \$71,600 - \$73,970 via the U.S. Bureau of Labor Statistics 2016 – 2026.

PhD and PsyD counselors working in the field have a projection rate of 14.1 new jobs per year with an annual income of \$76,900 - \$100,770 via the U.S. Bureau of Labor Statistics 2016 - 2026.

¹ For workforce related information, please provide data and examples; data sources may include but are not limited to the South Dakota Department of Labor, the US Bureau of Labor Statistics, Regental system dashboards, etc.

4. List the proposed curriculum for the specialization (including the requirements for completing the major – **highlight courses in the specialization**):

Prefix	Number	Course Title (add or delete rows as needed)	Credit Hours	New (yes, no)
CGPS	711	Counseling Children and Adolescents	3	No
CGPS	713	Administration of Mental Health	3	No
CGPS	736	Assessment in Counseling	3	No
CGPS	737	Psychopathology & Diagnosis	3	No
CGPS	739	Psychopharmacology	3	No
CGPS	742	Career & Lifespan Develop.	3	No
CGPS	752	Crisis & Disaster Intervention	3	No
CGPS	755	Human Growth & Develop.	3	No
CGPS	758	Coun. Skills & Applications	3	No
CGPS	761	Theories of Counseling	3	No
CGPS	762	Multicultural Counseling	3	No
CGPS	768	Family Counseling	3	No
CGPS	769	Professional Orientation and Ethics	3	No
CGPS	765	Group Counseling	3	No
CGPS	775	Advanced Counseling Theories	3	No
CGPS	745	Chemical and Behavioral Addictions	3	No
CGPS	795	Practicum – CMH	3	No
CGPS	794	Internship – CMH	6	No
EDER	761	Graduate Research & Design	3	No
PSYC/CGPS	488/588	Introduction to Forensic Counseling	3	Yes
SOC/CGPS	468/568/568	Criminology for Human Service/Counseling Practice	3	Yes
SOC/CJUS/CGPS	402/502/502	Social Deviance	3	No
		Plus one of the following		
SOC/CJUS/CGPS	452/552/552	Prisons and Penology	3	No
SOC/CGPS	487/587/587	Victim Advocacy	3	Yes
SOC/CJUS/CGPS	455/555/555	Juvenile Delinquency	3	No
SOC/CJUS/CGPS	456/556/556	Community Corrections	3	No
SOC/CGPS	470/570/570	Child Abuse and Neglect	3	No
		If the student has already completed the SOC/CJUS courses as part of their undergraduate work, special projects will be substituted up to 9 credits. These special projects will be completed in areas related to the specialization they are seeking and may include things such as assisting Safe Harbor with writing a grant to provide a full-time counselor on staff, working with juvenile delinquency facility staff		

		to create useful group curriculum in the mental health realm, etc.		
--	--	--------------------------------------------------------------------	--	--

Total number of hours required for completion of specialization	12
Total number of hours required for completion of major	60
Total number of hours required for completion of degree	72

5. Delivery Location²

A. Complete the following charts to indicate if the university seeks authorization to deliver the entire program on campus, at any off campus location (e.g., UC Sioux Falls, Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Summer 2019

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	No		Choose an item. Choose an item.

	Yes/No	If Yes, identify delivery methods ³	Intended Start Date
Distance Delivery (online/other distance delivery methods)	No		Choose an item. Choose an item.

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the certificate through distance learning (e.g., as an on-line program)?⁴

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	No		Choose an item. Choose an item.

6. Additional Information: *Additional information is optional. Use this space to provide pertinent information not requested above. Limit the number and length of additional attachments. Identify all attachments with capital letters. Letters of support are not necessary and are rarely included with Board materials. The University may include responses to questions from the Board or the Executive Director as appendices to the original proposal where applicable. Delete this item if not used.*

² The Higher Learning Commission (HLC) and Board of Regents policy requires approval for a university to offer programs off-campus and through distance delivery.

³ Delivery methods are defined in [AAC Guideline 5.5](#).

⁴ This question responds to HLC definitions for distance delivery.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – F (1)
DATE: December 11-12, 2019

SUBJECT

Agreements on Academic Cooperation – NSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

Board of Regents Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programing for which credit shall be awarded.” To comply with this requirement, Northern State University seeks approval to renew a previously existing agreement on academic cooperation for student exchange with University of Hradec Kralove in the Czech Republic.

IMPACT AND RECOMMENDATION

NSU had an original MOU that began November 2005, but was allowed to expire in 2010. Recent contact via NSU faculty and staff has resulted in a new MOU (Attachment I). This agreement would be valid for a period of five years.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: NSU & University of Hradec Kralove

DRAFT MOTION 20191211_4-F(1):

I move to approve the agreement on academic cooperation between Northern State University and University of Hradec Kralove, Czech Republic.



Memorandum of Understanding



University of Hradec Králové

Between

Northern State University, USA

And

University of Hradec Kralove, Czech Republic

Northern State University, Aberdeen, South Dakota, USA and University of Hradec Králové, Czech Republic, recognizing the benefits to their respective universities through the establishment of international links, agree to formulate this Memorandum of Understanding (MoU), aiming to promote cooperation and exchange between the two parties.

Both parties, based on the principle of equality and mutual benefits, will develop cooperation and exchange in the following areas, within the framework of this Memorandum.

1. The development of collaborative partnerships that will include student, faculty and staff exchanges.
2. Establishing and promoting areas of research collaboration and cooperation in fields of mutual interest. This may include conducting collaborative research projects and/or the exchange of academic information and materials.
3. The promotion of other academic activities, as jointly agreed upon, to better enhance mutual understanding and cooperation between the parties.

It is understood that the implementation of this Memorandum will begin on the day it is signed by both parties and will continue thereafter for a period of five (5) years. It may be amended or modified by mutual written agreement by academic or administrative representatives of both parties and it may be terminated at the initiative of either party with a written notice of at least six months prior to the termination.

An agreement for each specific exchange activity will be signed after friendly discussion and negotiation.

Signed on behalf of
Northern State University

Handwritten signature of Dr. Timothy Downs in blue ink.

Dr. Timothy Downs
President
Northern State University
USA

Date: 09/18/19

Signed on behalf of
University of Hradec Kralove

Handwritten signature of prof. Ing. Kamil Kuča, Ph.D. in blue ink.

prof. Ing. Kamil Kuča, Ph.D.
Rector
University of Hradec Kralove
CZECH REPUBLIC

Date: 19.8.2019

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs **Consent**

AGENDA ITEM: 4 – F (2)
DATE: December 11-12, 2019

SUBJECT

Agreements on Academic Cooperation – SDSMT

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

Board of Regents Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programing for which credit shall be awarded.” To comply with this requirement, South Dakota School of Mines and Technology seeks approval to enter into an agreement on academic cooperation with the following institutions:

- University of South-Eastern Norway (USN), Norway
- Lovely Professional University (LPU), Phagwara, India
- Technische Universität Darmstadt (TU Darmstadt), Germany

SDSMT has exchange agreements with USN and TU Darmstadt; however, they are up for renewal. Also, USN recently changed their name from “Telemark University College” to “University of South-Eastern Norway”.

IMPACT AND RECOMMENDATION

The South Dakota School of Mines and Technology actively seeks international partnership opportunities with universities that are reviewed and deemed to be a good match in our academic and research areas. These partnerships provide pathways for collaboration in research, and exchange of students, faculty, and staff.

University of South-Eastern Norway (USN)

Regarding student exchange, each institution agrees to accept and enroll exchange students on a non-degree basis. Exchange students will pay tuition and fees at their home campus (with exceptions to this noted in Section 6 of the agreement). Students

(Continued)

DRAFT MOTION 20191211_4-F(2):

I move to approve South Dakota School of Mines & Technology’s agreements on academic cooperation with the University of South-Eastern Norway (Norway), Lovely Professional University (Phagwara, India), and Technische Universität Darmstadt (Germany).

will be responsible for paying for their own housing, meals, travel and any other incidental costs.

Lovely Professional University (LPU)

Regarding student exchange, each institution agrees to recommend potential students to participate in an exchange for the matriculation of the other university's appropriate academic programs on a reciprocal basis. The student's acceptance is subject to approval by the host university. The host institution will provide guidance and identify options for students in locating living accommodations and will place the students in appropriate academic programs. Unless otherwise specified in a supplemental written agreement, students will be responsible for meeting their own costs of living and pay tuition and fees to the host institution.

Technische Universität Darmstadt (TU Darmstadt)

Regarding student exchange, each institution agrees to accept and enroll exchange students on a full-time, non-degree basis. Exchange students will pay tuition and fees at their home campus (with exceptions to this noted in Section 6 of the agreement). Students will be responsible for paying for their own housing, meals, travel and any other incidental costs.

All three agreements would be valid for a period of five years.

Board staff recommend approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: SDSMT & University of South-Eastern Norway (USN), Norway

Attachment II – Agreement on Academic Cooperation: SDSMT & Lovely Professional University (LPU), Phagwara, India

Attachment III – Agreement on Academic Cooperation: SDSMT & Technische Universität Darmstadt (TU Darmstadt), Germany

EXCHANGE AGREEMENT
BETWEEN
UNIVERSITY OF SOUTH-EASTERN NORWAY, NORWAY
AND
SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA, USA

The University of South-Eastern Norway (hereafter referred to as "USN") and South Dakota School of Mines and Technology (SDSM&T) recognizing the educational and cultural exchanges which can be achieved between our two institutions, enter into this agreement to facilitate the exchange of students and scholars.

1. Definitions

- i) For the purposes of this agreement "home" institution shall mean the institution at which a student intends to graduate, and "host" institution shall mean the institution which has agreed to accept the student from the home institution.
- ii) Semester or academic year shall normally refer to the period relevant to the host institution.
- iii) "Faculty" shall represent the appropriate academic entity at the respective institutions.

2. Purpose of the Agreement

- i) The general purpose of this agreement is to establish specific educational relations and cooperation between the two participating institutions in order to promote academic linkages and to enrich the understanding of the culture of the two countries concerned.
- ii) The purpose of exchanges between Faculty members is to promote collaborative research, other educational developments and to further mutual understanding.
- iii) The purpose of each student exchange is to enable students to enroll in subjects at the host institution for credit which will be applied towards their degree at their home institution.

3. Responsibilities of Participating Institutions and Students

- i) Each institution shall undertake all those measures as are seen as reasonable to give maximum effect to this exchange program.
- ii) Each institution agrees to accept and enroll exchange students as full-time, "non-degree" students for the duration of their exchange. Exchange students will be exempt from the host institution's tuition and course-related fees, with certain exceptions as specified in item number 6 of this document. SDSM&T students going to USN pay tuition and fees to SDSM&T.
- iii) Each exchange student will be provided with the same academic resources and support services that are available to all students at the host institution.
- iv) It is the responsibility of each exchange student to obtain official approval from his or her home institution for subjects taken at the host institution.
- v) It is the responsibility of each exchange student to ensure that he or she obtains a copy of his or her official statement of results (transcript) covering the subjects taken during the period of exchange. In addition, each host institution will forward a copy of the statement of results to the home institution's International Office. Exchange students will be responsible for paying any fees associated with having a transcript sent from the host institution to the home institution.

- vi) Exchange students will be subject to the rules and procedures as specified by the host institution for the academic period in which the student enrolls. The home institution will have responsibility for all matters concerning credit for subjects taken.

4. Balancing the Exchange

- i) It is the objective under this agreement that there will be parity in the number of students exchanged. For the purpose of computing this parity, the exchanges will be weighed as follows:
- ii) One short-term, credit-bearing program (less than 4 weeks) = 0.25 units; one summer session (4 - 11 weeks) = 0.5 units; one summer term (12 weeks) = 1.0 unit; one semester = 1.0 unit; one academic year = 2 units. However, each institution should be prepared to consider a disparity in any given semester or year during the period of this agreement. Any and all imbalances shall be resolved by the end of the period of this agreement.
- iii) The period of study for an exchange will be for one or two semesters the longest, but the number is limited to one semester over parity in each semester for the duration of the agreement.
- iv) In principle, the exchange of students will occur on a one for one basis. This number may vary in any given year. Each institution will make every effort to keep the number of students participating balanced. The number of USN students each year who are relieved of any payments of tuition and fees to SDSM&T is limited to one over parity. All other USN students are welcome to study at SDSM&T, but will be required to pay full out-of-state tuition and fees. The selection of which students pay and which do not will be determined by USN.

5. Selection and Enrollment of Students

It is expected that only highly motivated students of above-average academic quality will be selected to participate in an exchange program. The home institution will screen applications from its student body for exchange. Undergraduate and graduate students are eligible to participate if they:

- i) have completed at least one year of study at their home institution (University-specific programs, such as research, may have additional requirements). USN students must have the average of "C" or better on the Norwegian/ECTS grading scale. USN students with a minimum grade of 4 in English in their Upper Secondary Education (Vitnemal) certificate will meet the English requirement at SDSM&T;
- ii) are enrolled at their home and host institution for the full period of the exchange;
- iii) have an enrollment proposal, approved by their home Faculty and host institution, and are deemed academically qualified to successfully complete the selected subjects at the host institution. Each institution will inform the relevant International Office of subject availability, including enrollment limitations and conditions;
- iv) have obtained agreement from their home Faculty, that upon successful completion of the subjects at the host institution, appropriate credit will be granted towards the degree at their home institution. In some circumstances, a student may undertake a clinical or practical assignment as part of an exchange program;

Each home institution will endeavor to send completed applications for their students to the International Offices at the host institution at least twelve (12) weeks before the beginning of the entry semester. This may be somewhat flexible, depending on estimated student visa processing times. The host institution reserves the right of final approval on the admission of a student.

6. Financial Responsibilities of Institutions

- i) Participating students from SDSM&T will pay appropriate tuition and fees at SDSM&T as per the published tuition and fee schedule. Participating students of SDSM&T are relieved of any payments of

tuition and fees to USN except as cited in the following paragraphs. In addition, participants of USN will pay tuition and fees at USN, if so required. Participating students of USN are relieved of any payments of tuition and fees to SDSM&T except as cited in the following paragraphs.

- ii) Students attending SDSM&T in reciprocal exchange agreements will pay all applicable incidental charges, the international student fee, appropriate room and board fees, and possibly the TabletPC lease fee. (Some courses require use of the TabletPC.) They will not be charged the system mandatory fees or discipline fees, provided the exchange is in balance and the outgoing student receives a similar waiver of academic fees. Students who enroll in an off-campus course will pay all off-campus tuition and program delivery fees associated with the course.
- iii) Students attending USN on exchange agreements will pay the student semester fee/general activities/social fees required (if any) by USN.
- iv) All living expenses shall be borne by the students of both institutions.
- v) The host institution will provide the appropriate orientation program(s) to the students at no additional cost. Excursions offered throughout the summer programs and the semester will be charged in full or in part to the student.

7. Financial Responsibilities of Exchange Students

- i) Exchange students will be financially responsible for:
 - travel to and from the host institution
 - books, stationery, etc.
 - travel documentation, visas, etc.
 - accommodation and living expenses
 - personal travel within the host country
 - nominal fee for official transcripts and/or Statement of Results
 - health coverage relevant to the exchange institution and country
 - SDSM&T has student insurance that is mandated through our governing Board of Regents, so students coming to SDSM&T must plan to purchase this insurance.
 - The University of South-Eastern Norway (USN) strongly emphasizes that it is the student's own responsibility to make insurance arrangements for any accident, illness, injury, loss or damage to persons or property resulting from, or in any way connected with, the study period in Norway
- ii) The home institution shall satisfy itself that a candidate for exchange has the ability to meet all his or her financial responsibilities as detailed above.

8. Accommodation

- i) The host institution ensures assistance with accommodation for incoming students who submit a timely application. Students will also be made aware that they are responsible for all costs associated with accommodation, including utility accounts and rental deposit. The host institution cannot guarantee housing on campus.
- ii) Accommodations for short term programs will be determined on an individual basis.

9. Exchange Student Families

It is not anticipated that spouses and dependents will accompany an exchange student. Where such arrangement is proposed, it is subject to the approval of the host institution on the understanding that all additional expenses and workload are the responsibility of the exchange student. (Please note that SDSM&T does not have accommodations on campus for married students with families.)

10. Faculty and Staff Exchanges

The two institutions agree in principle to the possibility of exchanges by Faculty and general staff (Administrative and Technical). The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes. The participating institutions shall not be responsible for any private arrangements made by participating staff members concerning exchange of accommodation, vehicles, etc.

11. Exchange Program Review

Both institutions will be responsible for a regular review of the exchange program on a yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required, and to identify new opportunities for cooperation in scholarship and research.

12. Period of Agreement

This Agreement will come into effect from the date of signature by both parties, and will remain in force for a period of five years, and renewable every five years thereafter. The Agreement may be terminated by either party provided six months written notice is given to the other party.

13. Notices

i) Any notice or other communication under this Agreement shall be given in writing and delivered by hand, sent by pre-paid post or facsimiled transmission.

ii) The address for any such notices is as follows:

University College of Southeast-Norway

Name: Ms Heidi Tovsrud Knutsen
Position Title: Director of International Relations
Department of Research, Innovation and Internationalization
International Relations Office
Post Office Box 235
3603 Kongsberg, Norway
Telephone: +47 31 00 89 78
Cell phone: +47 400 46 917
e-mail: heiditk@usn.no

South Dakota School of Mines and Technology

Name: Ms. Susan Aadland
Position Title: Director, Ivanhoe International Center
Address: 501 East Saint Joseph Street
Rapid City, SD 57701-3995
USA
Telephone: +1-605-394-6884
Facsimile: +1-605-394-6883
e-mail: international@sdsmt.edu

14. Signatures

This Agreement constitutes the entire agreement between the parties. No amendments consent or waiver of terms of this Agreement shall bind either party unless in writing and signed by both parties.

Signed on behalf of
University of South-Eastern Norway
by

Signed on behalf of
South Dakota School of Mines and Technology
by

Petter Aasen
Rector

Jim Rankin, PhD PE
President

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

between

**South Dakota School of Mines & Technology
Rapid City, South Dakota, USA**

and

**Lovely Professional University
Phagwara, Punjab, India**

Lovely Professional University, Phagwara, India (hereafter referred to as “LPU”) and the South Dakota School of Mines & Technology of Rapid City, South Dakota, USA (hereafter referred to as “SDSMT”), believe the development of collaborative academic, educational, and scientific goals are of mutual value, which are set forth in this Memorandum of Understanding (MOU).

All collaborative efforts will be entered into with due diligence given to ethical and professional considerations and standards. Cooperative activities will be developed on the basis of equality, reciprocity, and promoting sustainable partnerships.

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

- Staff exchange and collaboration
 - The two institutions agree in principle to the possibility of exchanges by general staff (administrative and technical) and faculty members. The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes. The participating institutions shall not be responsible for any private arrangements made by participating staff members concerning exchange of accommodation, vehicles, etc.
- Joint research activities and publications
 - Cooperative research is to be encouraged as individual scholars establish contact and develop mutual interests.
- Each party will encourage continuing education and professional development for teachers, professors, and academic staff, which may include
 - Visits for studying teaching principles and methods
 - Exchange of academic materials and other information
 - Participation in seminars, congresses and meetings
- Student exchange
 - Each party will recommend potential students to participate in an exchange for the matriculation of the other university’s appropriate academic programs on a reciprocal basis. The student’s acceptance is subject to approval by the host university. The host institution will provide guidance and identify options for students in locating living accommodations and will place the students in appropriate academic programs. Unless otherwise specified in a supplemental written agreement, students will be responsible for meeting their own costs of living and pay tuition and fees to the host institution.

LPU and SDSMT agree to continue discussions on further cooperative activities as opportunities arise. Both institutions recognize that collaborative efforts will be of mutual benefit and will contribute to an enduring institutional linkage for cooperation in education and research.

Detailed descriptions of additional activities shall be defined in a separate addendum to the MOU. The addendum will include detailed information on the activity, including legal considerations for each university's home country and governing body.

Each institution agrees to appoint an overall Coordinator for the administration of this MOU. The Coordinator will serve as the contact person on campus. These coordinators will ensure smooth flow of communication and would be responsible to ensure that necessary approvals are in place for student/faculty exchange, articulation agreement etc. These coordinators will be responsible to ensure the effectiveness and enforcement MOU. Both Institutions are responsible for keeping their contact details up to date. Contact details and address of the designated coordinators are given hereunder:

<p>For The Lovely Professional University Name: Aman Mittal Title: Associate Director, Division of International Affairs Address: Division of International Affairs, LPU Telephone: +91-(0)-1824-444007 Email: aman.mittal@lpu.co.in international@lpu.co.in</p>	<p>For South Dakota School of Mines & Technology Name: Suzi Aadland Title: Director, Ivanhoe International Center Address: 501 E St Joseph Street Rapid City, SD 57701 Telephone: +01-605-394-6884 Email: suzi.aadland@sdsmt.edu international@sdsmt.edu</p>
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Both universities agree that all additional activities are dependent on the availability of funds. Both universities agree to seek financial support for the activities stated in this MOU.

This Memorandum of Understanding becomes effective on the date of signature. It is valid for five years with the understanding that it can be terminated by either party with six months notice, unless an earlier termination is mutually agreed upon. Revisions or modifications may be proposed at any time, effective from the date of written agreement signed by both parties.

Signed on behalf of
Lovely Professional University, Phagwara, India
by

Dr. Monica Gulati
Registrar

Date: _____

Signed on behalf of
South Dakota School of Mines & Technology
by

Jim Rankin, PhD PE
President

Date: _____

EXCHANGE AGREEMENT
BETWEEN
TECHNISCHE UNIVERSITÄT DARMSTADT, GERMANY
AND
SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
RAPID CITY, SOUTH DAKOTA, USA

The Technische Universität Darmstadt, Germany (hereafter referred to as "TU Darmstadt") and South Dakota School of Mines and Technology (SDSM&T) recognizing the educational and cultural exchanges which can be achieved between our two institutions, enter into this agreement to facilitate the exchange of students and scholars.

1. Definitions

- i) For the purposes of this agreement "home" institution shall mean the institution at which a student intends to graduate, and "host" institution shall mean the institution which has agreed to accept the student from the home institution.
- ii) Semester or academic year shall normally refer to the period relevant to the host institution.
- iii) "Faculty" shall represent the appropriate academic entity at the respective institutions.

2. Purpose of the Agreement

- i) The general purpose of this agreement is to establish specific educational relations and cooperation between the two participating institutions in order to promote academic linkages and to enrich the understanding of the culture of the two countries concerned.
- ii) The purpose of exchanges between Faculty members is to promote collaborative research, other educational developments and to further mutual understanding.
- iii) The purpose of each student exchange is to enable students to enroll in subjects at the host institution for credit which will be applied towards their degree at their home institution.

3. Responsibilities of Participating Institutions and Students

- i) Each institution shall undertake all those measures as are seen as reasonable to give maximum effect to this exchange program.
- ii) Each institution agrees to accept and enroll exchange students as full-time, "non-degree" students for the duration of their exchange. Exchange students will be exempt from the host institution's tuition and course-related fees, with certain exceptions as specified in item number 6 of this document. SDSM&T students going to TU Darmstadt pay tuition and fees to SDSM&T.
- iii) Each exchange student will be provided with the same academic resources and support services that are available to all students at the host institution.
- iv) It is the responsibility of each exchange student to obtain official approval from his or her home institution for subjects taken at the host institution.
- v) It is the responsibility of each exchange student to ensure that he or she obtains a copy of his or her official statement of results (transcript) covering the subjects taken during the period of exchange. In addition, each host institution will forward a copy of the statement of results to the home institution's International Office. Exchange students will be responsible for paying any fees associated with having a transcript sent from the host institution to the home institution.

- vi) Exchange students will be subject to the rules and procedures as specified by the host institution for the academic period in which the student enrolls. The home institution will have responsibility for all matters concerning credit for subjects taken.

4. Balancing the Exchange

- i) It is the objective under this agreement that there will be parity in the number of students exchanged. For the purpose of computing this parity, the exchanges will be weighed as follows:
- ii) One short-term, credit-bearing program (less than 4 weeks) = 0.25 units; one summer session (4 - 11 weeks) = 0.5 units; one summer term (12 weeks) = 1.0 unit; one semester = 1.0 unit; one academic year = 2 units. However, each institution should be prepared to consider a disparity in any given semester or year during the period of this agreement. Any and all imbalances shall be resolved by the end of the period of this agreement.
- iii) The period of study for an exchange will be for one or two semesters the longest, but the number is limited to one semester over parity in each semester for the duration of the agreement.
- iv) In principle, the exchange of students will occur on a one for one basis. This number may vary in any given year. Each institution will make every effort to keep the number of students participating balanced. The number of TU Darmstadt students each year who are relieved of any payments of tuition and fees to SDSM&T is limited to one over parity. All other TU Darmstadt students are welcome to study at SDSM&T, but will be required to pay full out-of-state tuition and fees. The selection of which students pay and which do not will be determined by TU Darmstadt.

5. Selection and Enrollment of Students

It is expected that only highly motivated students of above-average academic quality will be selected to participate in an exchange program. The home institution will screen applications from its student body for exchange. Undergraduate and graduate students are eligible to participate if they:

- i) have completed at least one year of study at their home institution (University-specific programs, such as research, may have additional requirements, for example: undergraduate students participating in the International Research Experience Programme at TU Darmstadt should have completed at least three years of study at the home institution);
- ii) are enrolled at their home and host institution for the full period of the exchange;
- iii) have an enrollment proposal, approved by their home Faculty and host institution, and are deemed academically qualified to successfully complete the selected subjects at the host institution. Each institution will inform the relevant International Office of subject availability, including enrollment limitations and conditions;
- iv) have obtained agreement from their home Faculty, that upon successful completion of the subjects at the host institution, appropriate credit will be granted towards the degree at their home institution. In some circumstances, a student may undertake a clinical or practical assignment as part of an exchange program;
- v) are proficient in the language of instruction at the host university. For TU Darmstadt students, SDSM&T will accept in lieu of the TOEFL or IELTS examination a favorable recommendation from a professor who is qualified to determine the student's English proficiency. SDSM&T students who plan to take courses held in German at TU Darmstadt are advised to show proof of language skills of at least level A2 or better. For SDSM&T students, TU Darmstadt will accept in lieu of an official language examination a favorable recommendation from a professor who is qualified to determine the student's German proficiency.

Each home institution will endeavor to send completed applications for their students to the International Offices at the host institution at least twelve (12) weeks before the beginning of the entry semester, but

will try to adhere to the deadlines provided by the host university. This may be somewhat flexible, depending on estimated student visa processing times. The host institution reserves the right of final approval on the admission of a student.

6. Financial Responsibilities of Institutions

- i) Participating students from SDSM&T will pay appropriate tuition and fees at SDSM&T as per the published tuition and fee schedule. Participating students of SDSM&T are relieved of any payments of tuition and fees to TU Darmstadt except as cited in the following paragraphs. In addition, participants of TU Darmstadt will pay tuition and fees at TU Darmstadt, if so required. Participating students of TU Darmstadt are relieved of any payments of tuition and fees to SDSM&T except as cited in the following paragraphs.
- ii) Students attending SDSM&T in reciprocal exchange agreements will pay all applicable incidental charges, the international student fee, appropriate room and board fees, and possibly the TabletPC lease fee. (Some courses require use of the TabletPC.) They will not be charged the system mandatory fees or discipline fees, provided the exchange is in balance and the outgoing student receives a similar waiver of academic fees. Students who enroll in an off-campus course will pay all off-campus tuition and program delivery fees associated with the course.
- iii) Students attending TU Darmstadt on exchange agreements will pay the student semester fee/general activities/social fees required by TU Darmstadt.
- iv) All living expenses shall be borne by the students of both institutions.
- v) The host institution will provide the appropriate orientation program(s) to the students at no additional cost. Excursions offered throughout the summer programs and the semester will be charged in full or in part to the student.

7. Financial Responsibilities of Exchange Students

- i) Exchange students will be financially responsible for:
 - travel to and from the host institution
 - books, stationery, etc.
 - travel documentation, visas, etc.
 - accommodation and living expenses
 - personal travel within the host country
 - nominal fee for official transcripts and/or Statement of Results
 - health coverage relevant to the exchange institution and country
 - SDSM&T has student insurance that is mandated through our governing Board of Regents, so students coming to SDSM&T must plan to purchase this insurance.
 - TU Darmstadt has student insurance that is mandated through the Federal Government, so students coming to TU Darmstadt must plan to purchase this insurance
- ii) The home institution shall satisfy itself that a candidate for exchange has the ability to meet all his or her financial responsibilities as detailed above.

8. Accommodation

- i) The host institution ensures assistance with accommodation for incoming students who submit a timely application. Students will also be made aware that they are responsible for all costs associated with accommodation, including utility accounts and rental deposit. The host institution cannot guarantee housing on campus.
- ii) Accommodations for short term programs will be determined on an individual basis.

9. Exchange Student Families

It is not anticipated that spouses and dependents will accompany an exchange student. Where such arrangement is proposed, it is subject to the approval of the host institution on the understanding that all additional expenses and workload are the responsibility of the exchange student. (Please note that SDSM&T does not have accommodations on campus for married students with families.)

10. Faculty and Staff Exchanges

The two institutions agree in principle to the possibility of exchanges by Faculty and general staff (Administrative and Technical). The details of such arrangements will be negotiated at the appropriate time and will be governed by the institutional staffing rules and relevant approval processes. The participating institutions shall not be responsible for any private arrangements made by participating staff members concerning exchange of accommodation, vehicles, etc.

11. Exchange Program Review

Both institutions will be responsible for a regular review of the exchange program on a yearly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required, and to identify new opportunities for cooperation in scholarship and research.

12. Period of Agreement

This Agreement will come into effect from the date of signature by both parties and will remain in force for a period of five years, and renewable every five years thereafter. The Agreement may be terminated by either party provided six months written notice is given to the other party.

13. Notices

- i) Any notice or other communication under this Agreement shall be given in writing and delivered by hand, sent by pre-paid post or facsimiled transmission.
- ii) The address for any such notices is as follows:

Technische Universität Darmstadt

Name: Dr. Jana Freihöfer
 Position Title: Head of International Relations & Mobility
 Address: Karolinenplatz 5
 64289 Darmstadt
 GERMANY
 Telephone: +49-6151-16-24055
 Facsimile: +49-6151-16-24052
 e-mail: jana.freihoefer@tu-darmstadt.de

South Dakota School of Mines and Technology

Name: Ms. Susan Aadland
 Position Title: Director, Ivanhoe International Center
 Address: 501 East Saint Joseph Street
 Rapid City, SD 57701-3995
 USA
 Telephone: +1-605-394-6884
 Facsimile: +1-605-394-6883
 e-mail: international@sdsmt.edu

14. Signatures

This Agreement constitutes the entire agreement between the parties. No amendments consent or waiver of terms of this Agreement shall bind either party unless in writing and signed by both parties.

Signed on behalf of
Technische Universität Darmstadt
 by

Signed on behalf of
South Dakota School of Mines and Technology
 by

Prof. Dr. Tanja Brühl
 President

Jim Rankin, PhD PE
 President

Date: _____

Date: _____

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – F (3)
DATE: December 11-12, 2019

SUBJECT

Agreements on Academic Cooperation – USD

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

Board of Regents Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programing for which credit shall be awarded.” To comply with this requirement, the University of South Dakota seeks approval to enter into an agreement on academic cooperation with the Geneva School of Business Administration (referred to as HEG) in Switzerland.

IMPACT AND RECOMMENDATION

This agreement provides an opportunity for student exchange between the two institutions.

A maximum of 2 students for one academic year or 4 students for one semester each shall be exchanged between the institutions on an annual basis. Exchange students will pay tuition and fees to their home campus (with exceptions to this noted in Section 4 of the agreement). Students will be responsible for paying for their own housing, meals, travel and any other incidental costs. The agreement would be valid for a period of five years.

Board staff recommend approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: USD & Geneva School of Business Administration, Switzerland

DRAFT MOTION 20191211_4-F(3):

I move to approve the University of South Dakota’s agreement on academic cooperation with the Geneva School of Business Administration in Switzerland.

MEMORANDUM OF AGREEMENT

Between

**THE GENEVA SCHOOL OF BUSINESS ADMINISTRATION (HEG),
PART OF THE UNIVERSITY OF APPLIED SCIENCES AND ARTS WESTERN
SWITZERLAND (HES-SO)**

International Relations Office
Rue de la Tambourine 17
1227 Carouge – Geneva
Switzerland

And

THE UNIVERSITY OF SOUTH DAKOTA

International Office / Center for Academic and Global Engagement
414 E Clark St.
Vermillion, SD 57069
USA

Recognizing that a Memorandum of Agreement would be of mutual benefit in establishing a framework of cooperation, the Geneva School of Business Administration (hereinafter referred to as the HEG) and the University of South Dakota (hereinafter referred to as USD) agree to provide students from the other party access to their institutions in the department of business.

The institutions further agree:

1. A maximum of 2 students for one academic year or 4 students for one semester each shall be exchanged between the institutions on an annual basis.
2. Students participating in the exchange program are not transferred to the partner institution, but remain enrolled in their home institutions, in accordance with their established policies. They shall not pay tuition fees to the host institution.
3. Students shall be pre-selected by their home institution based on their academic excellence. The host institution shall be responsible for the final acceptance. Students accepted by the host institution shall be deemed to be exchange students and shall be subject to all the rules and regulations of the host institution, and shall comply with them in the same manner as the regular students thereof. Each student shall follow a course of studies jointly agreed to between the two institutions.
4. Each student will be responsible for finding and covering the cost of accommodation, for arranging for a visa, if necessary, and for covering the cost of international travel, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses arising of the exchange (such as the nominal USD International Student Fee). No exchange of funds between the two institutions will occur.

Students studying at USD must clear their insurance plan prior to purchase with the USD International Office to ensure compliance with South Dakota Board of Regents requirements.

5. Students participating in the exchange must maintain full-time enrolment for the duration of the exchange. The host institution agrees to stay in contact with the students for the duration of the exchange. The enrolment and participation is ultimately the responsibility of the student; however, if the International Office of the host institution finds out that a student drops below full-time enrolment, withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work, the International Office of the host institution will inform the home institution immediately. For these purposes, USD considers full-time enrolment as 12 U.S. credits, which may include both on-campus and distance delivery.
6. Upon completion of the exchange program at the host university, exchange students shall return to the home institution. Both institutions must approve any extension of the exchange visit.
7. Each host institution will provide official transcripts of records to the student and home university registrar, indicating the academic performance of each exchange student. Credits and grades earned at the host university shall be accredited according to the regulations of the home university.
8. It is to the institutions' mutual benefit to resolve their differences or disputes amicably. Accordingly, each party agrees to contact the other's designated representative to discuss and work toward the resolution of any disputes which may arise during the term of this Agreement. As permitted in accordance with applicable law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the parties mutually agree that each will remain responsible for any and all liabilities, claims, damages, charges and expenses (collectively referred to as "liability") incurred by reason of the negligence or willful misconduct of its employees, governing board members, faculty, agents or assigns arising from the activities under this Agreement; and that neither party shall by this Agreement transfer such liability to the other.
9. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the South Dakota Legislature for this purpose. If for any reason the Legislature fails to appropriate or grant expenditure authority or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated. Termination for any of these reasons is not a default nor does it give rise to a claim against either Party.
10. This Agreement may be amended or modified by means of written consent on the part of the signatories or their duly authorized representatives.
11. This Agreement will become effective from the academic year 2019-2020. It shall continue in effect for a period of five (5) years and may be extended by mutual/tacit agreement.
12. Either party may terminate this Agreement on written notice to the other party, received at least six months in advance of the desired date of termination.

Official notices and correspondence from either party shall be sent to the following individuals:

<u>For the Geneva School of Business Administration (HEG)</u>	<u>For the University of South Dakota (USD)</u>
Dr. Claire Baribaud - Director Prof. Xavier Burdet - Head of International Relations HEG-GE Rue de la Tambourine 17 CH - 1227 Carouge - Geneva Tel: +41 22 388 17 00 or +41 22 388 17 10 Email: xavier.burdet@hesge.ch	Virginija Wilcox-Director Patrick Morrison – Associate Director, International Office 414 E Clark St, Vermillion, SD 57609 USA Tel: +1-605-658-6255 Email: Virginija.Wilcox@usd.edu and Patrick.Morrison@usd.edu

BOTH PARTIES hereto warrant and represent that they have full right, power, and authority to execute this Agreement on the date signed.

Dr. Luciana Vaccaro
Rector
HES-SO

Sheila K. Gestring
University President
USD

Dr. Claire Baribaud
Director
HEG-GE

Date

Date

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – G (1)
DATE: December 11-12, 2019

SUBJECT

Articulation Agreements – DSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:27](#) – Program to Program Articulation Agreements

BACKGROUND / DISCUSSION

BOR Policy 2:27 Program to Program Articulation Agreements establishes requirements for institutions seeking to develop program level agreements for interested transfer students. The policy further establishes the distinction between AA, AS, and AAS degrees which are classified as transferable, terminal, or non-transferable degrees (respectively). However, the AAS is “transferable when a specific degree articulation agreement exists between a given A.A.S. degree and a specific Baccalaureate degree.” Agreements established with regionally accredited institutions must be developed in conjunction with the faculty, following all institutional guidelines and are monitored as a function of the institutional program review process. Once approved, the agreements apply only at Regental institutions with equivalent programs.

IMPACT AND RECOMMENDATION

To comply with BOR Policy 2:27, Dakota State University requests approval for the following articulation agreement:

- Students who have completed coursework in the Associate of Applied Sciences degree in Networking and Cybersecurity at Lake Superior College (LSC) can apply credit toward the Bachelor of Science degree in Network and Security Administration at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Information Technology – Cybersecurity at Metropolitan Community College (MCC) can apply credit toward the Bachelor of Science degree in Network and Security Administration at DSU.

(Continued)

DRAFT MOTION 20191211_4-G(1):

I move to approve Dakota State University’s articulation agreements with Lake Superior College, Metropolitan Community College, and Lake Area Technical Institute, as presented.

- Students who have completed coursework in the Associate of Applied Sciences degree in Business Accounting at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Accounting at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Business Accounting at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Business Technology at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Business Accounting at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Finance at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Business Accounting at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Management at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Business Accounting at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Marketing at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Consumer & Agri Financial at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Accounting at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Consumer & Agri Financial at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Business Technology at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Consumer & Agri Financial at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Finance at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Consumer & Agri Financial at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Management at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Consumer & Agri Financial at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Marketing at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Human Resources at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Finance at DSU.

- Students who have completed coursework in the Associate of Applied Sciences degree in Human Resources at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Accounting at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Human Resources at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Business Technology at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Human Resources at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Management at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Human Resources at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Marketing at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Marketing/Management at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Finance at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Marketing/Management at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Accounting at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Marketing/Management at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Business Technology at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Marketing/Management at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Management at DSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Marketing/Management at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Business Administration degree in Marketing at DSU.

Board staff recommend approval.

ATTACHMENTS

Attachment I – DSU Articulation Agreement: LSC

Attachment II – DSU Articulation Agreement: MCC

Attachment III – DSU Articulation Agreements: LATI

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between the
DAKOTA STATE UNIVERSITY
and

Lake Superior College

Agreement with Respect to Applying to the

**Bachelor of Science in
Network and Security Administration**

I. Parties

The parties to this agreement are Lake Superior College and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased educational opportunities for students at LSC who have completed Networking and Cybersecurity, AAS
- C. Extend and clarify educational opportunities for students;
- D. Provide LSC students who have completed, or who are currently enrolled in, the Networking and Cybersecurity, AAS an opportunity to earn a Bachelor of Science Degree in Network and Security Administration at DSU.

III. Academic Program

- A. Upon successful completion of the Networking and Cybersecurity, AAS Dakota State University will accept 63 credits from LSC prior to transferring to Dakota State University. Students must meet all other Board of Regents policies and DSU admission and graduation requirements to receive a degree.
 - a. LSC students take 15 credits at the General Education level and these courses will be equated on a course by course basis but are already included in the 63 credits transferred.
- B. Requirements to be completed at Dakota State University to earn a Bachelor of Science degree with a major in Network and Security Administration are outlined in Appendix A.

Additional requirements:

1. Students must take the Exit Exam prior to graduation, as required of all students graduating with the BS.
2. DSU will waive the admissions requirement that a student is to provide their high school transcript or GED with scores based on military admissions requirements.
3. DSU allows degree-seeking students who are currently enrolled to earn academic credit for non-traditional learning experience when those experiences are equivalent to coursework provided at DSU. DSU awards credit for external certifications through non-traditional learning. Appendix A contains a non-exhaustive list. Others will be mapped on a case-by-case basis.
4. Credits earned through nationally normed exams (AP, CLEP, DSST, etc.) are accepted. The permanent record will show the equivalent course name and a grade of EX for the specified number of credits.
5. DSU allows transfer of formal classwork from accredited institutions in partial or complete fulfillment of the General Education requirements. DSU requires official transcripts from any accredited college or university, or military service-affiliated college office paperwork, for coursework to be transcribed.
6. The DSU Admission Policy can be found here:
<https://catalog.dsu.edu/content.php?catoid=29&navoid=1378>

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and LSC. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement: Start date of the Spring 2020 Terms at LSC and DSU.

VII. Acceptance of Agreement:

For Dakota State University:

Date: _____
Dr. James Moran
Interim Provost and VP of Academic Affairs

For Lake Superior College:

Date: _____
Dr. Hanna Erpestad
Academic VP

Date: _____
Dr. Patricia Rogers
President



Appendix A

Lake Superior College - Associate of Applied Science Networking and Cybersecurity Crosswalk to Dakota State University Bachelor of Science in Network and Security Administration					
DSU Course Number	Dakota State Course Title	Credits	LSC Course Number	LSC Course Title	Credits
CIS 275	Web App Programming I	3			
CIS 375	Web App Programming II	3			
CIS 484	Database Mgmt. Systems	3	CIS 2972	Network Administration: SQL Server	3
CSC 105	Introduction to Computers	3	CIS 1402	Foundations of CIS	3
CSC 150	Computer Science I	3			
CSC 134/CSC 145	Intro to Cyber Operations/ Information Security Fundamentals	3	CIS 1810	Network Administration: Security	3
CSC 163	Hardware, Virtualization & Data Comm	3	CIS 1521, CIS 1522 & CIS 2973	A+ Software, A+ Hardware, Network Administration: Server Virtualization	9
CSC 234	Software Security	3			
CSC 250	Computer Science II	3			
CSC 285	Networking I	3	CIS 1946 & CIS 1947	Cisco I, Cisco 2	6
CSC 321	Information Security Management	3	CIS 2812	Network Security Fundamentals	3
CSC 328	Operating Environments	3	CIS 1950, CIS 1952 & CIS 1745	Network Administration: Windows Client, Network Administration: Windows Server & Network Administration: Linux	9
CSC 385	Networking II	3			
CSC 387	Routing and Switching	5			
CSC 388	Computer Forensics	3	CIS 2813	Network Forensics and Incident Response	3
CSC 407	Advanced Routing and Switching	3			
CSC 430	Windows Administration	3			
CSC 431	Linux/Unix Admin	3			
CSC 436	Offensive Network Security	3			
CSC 437	Survey of Network Administration	3			
CSC 438	Defensive Network Security	3			
CSC 443	Scripting for Network Administration	3			
CSC 494/498	Internship or UG Research	3	CIS 2987/CIS 2980	CIS Capstone/Internship	5
Elective	Elective	3	CIS 2560	Web Server Administration	3
Elective	Elective	3	CIS 2814	Ethical Hacking and System Defense	3
Elective	Elective	3	CIS 2973	Network Administration: Server Virtualization	3
MATH 114	College Algebra	3			
MATH 281	Introduction to Statistics	3			

Elective	Elective	3	CIS 2811	Intrusion Detection and Prevention Fundamentals	3
Elective	Elective	1	CIS 1500	Computer User Support	3
Elective	Elective	3		met by CIS 1522 & CIS 2973	
			CIS 2976	Emerging Technologies In Information Systems	1
ENGL 101	Composition I	3			
ENGL 201	Composition II	3			
SPCM 101	Fundamentals of Speech	3			
				General Education Credits	15
	Social Science	3			
	Social Science	3			
	Natural Science	3			
	Natural Science	3			
	Arts and Humanities	3			
	Arts and Humanities	3			
		120	*Should student choose a different elective, course may not transfer in the same		63

DSU Courses after AAS Transfer		Credits
DSU Course Number	Course Title	
CIS 275	Web App Programming I	3
CIS 375	Web App Programming II	3
CSC 150	Computer Science I	3
CSC 234	Software Security	3
CSC 250	Computer Science II	3
CSC 385	Networking II	3
CSC 387	Routing and Switching	5
CSC 407	Advanced Routing and Switching	3
CSC 430	Windows Administration	3
CSC 431	Linux/Unix Admin	3
CSC 436	Offensive Network Security	3
CSC 437	Survey of Network Administration	3
CSC 438	Defensive Network Security	3
CSC 443	Scripting for Network Administration	3
MATH 114	College Algebra	3
MATH 281	Introduction to Statistics	3
ENGL 101	Composition I	3
ENGL 201	Composition II	3
SPCM 101	Fundamentals of Speech	3
	Social Science *	3
	Social Science *	3
	Natural Science *	3
	Natural Science *	3
	Arts and Humanities	3
	Arts and Humanities *	3
	gen ed transfer *	-15
LSC AAS Degree Transfer Credits:		63
DSU Credits after AAS Degree:		62
Total Credits:		125-131*

*Students will exceed the number of credits for graduation

*Students must have 6 credits of arts and humanities

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between the
DAKOTA STATE UNIVERSITY
and
Metropolitan Community College

Agreement with Respect to Applying to the

**Bachelor of Science in
Network and Security Administration**

I. Parties


The parties to this articulation agreement are Metropolitan Community College (MCC) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased educational opportunities for students at MCC who have completed Associate of Applied Science in Information Technology, Cyber Security
- C. Extend and clarify educational opportunities for students;
- D. Provide MCC students who have completed, or who are currently enrolled in, the AAS in Information Technology, Cyber Security an opportunity to earn a Bachelor of Science Degree in Network and Security Administration.

III. Academic Program

- A. Upon successful completion of AAS in Information Technology – Cyber Security, Dakota State University will accept 55 semester credits from MCC students prior to transferring to Dakota State University. Students must meet all Board of Regents policies and DSU admission and graduation requirements to receive a degree, including 60 credits are required from the four-year school.
 - B. Requirements to be completed at Dakota State University to earn a Bachelor of Science degree with a major in Network and Security Administration are outlined in Appendix A.
- 

Additional requirements:

1. Students must take the Exit Exam prior to graduation, as required of all graduating students.
2. DSU allows degree-seeking students who are currently enrolled to earn academic credit for non-traditional learning experience when those experiences are equivalent to coursework provided at DSU. DSU awards credit for external certifications through non-traditional learning. Appendix A contains a non-exhaustive list. Others will be mapped on a case-by-case basis.
3. Credits earned through nationally normed exams (AP, CLEP, DSST, etc.) are accepted. The permanent record will show the equivalent course name and a grade of EX for the specified number of credits. As a note, these credits do not count towards institutional residency requirements.
4. DSU allows transfer of formal classwork from accredited institutions in partial or complete fulfillment of the General Education requirements. DSU requires official transcripts from any accredited college or university, or military service-affiliated college office paperwork, for coursework to be transcribed.
5. Students seeking admission must have a minimum 2.5 cumulative grade point average for all college work attempted as well a C (2.0) or better in each course.
6. Students who meet the GPA and C or better in each course requirement will be guaranteed admission into the DSU Bachelor of Science in Network and Security Administration program.
7. Transfer students from MCC will have access to financial aid, scholarship, and student services on the same basis as native DSU students.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and MCC. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement: Start date of the Fall 2020 Terms at MCC and DSU.

VII. Acceptance of Agreement:

For Dakota State University:

Dr. Jim Moran
Interim Provost and VP for Academic Affairs

Date: _____

For Metropolitan Community College:

Dr. Tom McDonnell
Vice President for Academic Affairs

Date: _____

Art Brown
Dean, Information Technology

Date: _____



Appendix A

AA IT Cyber Security Transfer credits**43 + 15 = 55 credits**

Metropolitan Community College - Associate of Applied Science Information Technology - Cyber Security Crosswalk to Dakota State University Bachelor of Network and Security Administration					
Metropolitan Community College - Associate of Applied Science in Information Technology - Cyber Security					
*MCC credits are based on quarter hours 3 semester hours = 4.5 quarter hours					
DSU Course Number	Dakota State Course Title	Credits	MCC Course Number	MCC Course Title	Credits
CSC 105	Introduction to Computers	3	INFO 1002 & INFO 1110	Introduction to Information & Windows Operating Systems I	9
CSC 150	Computer Science 1	3	INFO 1003	Problem Solving and Programming Logic	4.5
CSC 145 or CSC 134	Information Security Fundamentals	3	INFO 2806	Network Attacks, Intrusions, and Penetration Testing	4.5
CSC 250	Computer Science 2	3			
CSC 363/ CSC 163	Hardware, virtualization & Data Comm	3			
CSC 383/ CSC 285	Networking I	3	INFO 1023 & INFO 2023	Networking Essentials & Network & Certification Preparation Network+ Cert. Prep	9
CSC 385	Networking II	3			
CSC 321	Information Security Management	3	INFO 2805	Network and Information Security Basics	4.5
CIS 275	Web App Programming I	3			
CSC 328	Operating Environments	3	INFO 1120 & INFO 1111	Windows Operating Systems II & Linux Operating Systems I	4.5
CIS 375	Web App Programming II	3			
CSC 387	Routing and Switching	5			
CSC 407	Advanced Routing and Switching	3			
CSC 430	Windows Administration	3			
CSC 436	Offensive Network Security	3			
CSC 234	Web Software Security	3			
CSC 431	Linux/Unix Admin	3			
CSC 443	Scripting for Network Administration	3			
CSC 437	Survey of Network Administration	3			
CSC 438	Defensive Network Security	3			
CIS 484	Database Mgmt. Systems	3	INFO 1620	Introduction to Database Design	4.5
Elective	Elective	3	INFO 1933	Security and Monitoring IoT Networks	4.5
Elective	Elective	3	INFO 2123	Introduction to SCADA Security	4.5

Elective	Elective	3			
MATH 102	College Algebra	3	MATH 1315	College Algebra*	4.5
MATH 281	Introduction to Statistics	3			
CSC 388	Computer Forensics	3	INFO 2809	Information Systems, Forensics, and Legal Topics	4.5
Elective	Elective	3	INFO 2362	Building Secure Environments	4.5
Elective	Elective	1	INFO 2810 or INFO 2981	Security Capstone/Internship	4.5
Elective	Elective	3	INFO 2808	Boundary Protection	4.5
CSC 494/498	Internship or UG Research	3		General Education Credits	
ENGL 101	English Composition I	3	ENGL 1010	English Composition I*	4.5
SPCM 101	Speech	3			
ENGL 201	English Composition II	3	ENGL 1020	English Composition II*	4.5
	Social Science	3			
	Social Science	3			
	Natural Science	3			
	Natural Science	3			
	Arts and Humanities	3		Humanities/Social Sciences	4.5
	Arts and Humanities	3			
				College and Career Strategies	4.5
		120			69 semester hours (103.5 quarter hours)

DSU Courses after AAS Transfer

DSU Course Number	Course Title	Credits
CSC 250	Computer Science II	3
CIS 275	Web App Programming I	3
CSC 363	Hardware, Visualization & Data Comm	3
CSC 443	Scripting for Network Administration	3
CSC 385	Networking II	3
CSC 388	Computer Forensics	3

CSC 438	Defensive Network Security	3
CSC 234	Software Security	3
CSC 437	Survey of Network Administration	3
CIS 375	Web App Programming II	3
CSC 387	Routing and Switching	5
CSC 407	Advanced Routing and Switching	3
CSC 234	Web Software Security	3
CSC 430	Windows Administration	3
CSC 484	Database Management	3
CSC 436	Offensive Network Security	3
MATH 281	Introduction to Statistics	3
CSC 494/498	Internship or UG Research	3
	Social Science	3
	Natural Science	3
	Natural Science	3
	Arts and Humanities	3
	Arts and Humanities	3
MCC AAS Degree Transfer Credits:		55
DSU Credits after AAS Degree:		68
Total Credits:		123

assuming 4.5 credits on quarter system= 3 credits on semester system
 students will graduate with more credits than
 needed

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

BUSINESS ACCOUNTING

Associate of Applied Sciences Degree Program

Towards the

ACCOUNTING MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Business Accounting an opportunity to earn a Bachelor of Business Administration degree with a major in Accounting. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 27 technical course credits from the A.A.S. degree in Business Accounting for students majoring in Accounting. Students must successfully complete the A.A.S. degree in Business Accounting from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 27 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Accounting are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Accounting Major Courses: 24 credits

ACCT 310 - Intermediate Accounting I (3 credits)
 ACCT 311 - Intermediate Accounting II (3 credits)
 ACCT 320 - Cost Accounting (3 credits)
 ACCT 360 - Accounting Systems (3 credits)
 ACCT 430 - Income Tax Accounting (3 credits)
 ACCT 431 - Advanced Income Tax (3 credits)
 ACCT 450 - Auditing (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 93

Transfer credits from LATI: 27*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Financial Services, Business Accounting Option

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5
ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition *	45	3

SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 214	Cost Accounting	45	3
ACCT 218	Tax Accounting	45	3
ACCT 230	Principles of Accounting III	45	3
Total		269	17

Second year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
ACCTQ20	Computer Accounting Applications	45	3
ACCT 222	Payroll Accounting	45	3
ACCT 224	Financial Statement Analysis	45	3
ACCT 233	Principles of Accounting IV	45	3
ACCT 235	Tax Accounting II	30	2
ACCT 237	Applied Federal Income Tax	28	1
Total		238	15

Questions? Contact Kerry.Stager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

BUSINESS ACCOUNTING

Associate of Applied Sciences Degree Program

Towards the

BUSINESS TECHNOLOGY MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Business Accounting an opportunity to earn a Bachelor of Business Administration degree with a major in Business Technology. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 27 technical course credits from the A.A.S. degree in Business Accounting for students majoring in Business Technology. Students must successfully complete the A.A.S. degree in Business Accounting from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 27 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Business Technology are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Business Technology Major Courses: 24 credits

ACCT 360 - Accounting Systems (3 credits)
 BADM 331 - Financial Technology (3 credits)
 BADM 435 - Management Technology and Innovation (3 credits)
 BADM 472 - Marketing Technology (3 credits)
 CIS 332 - Structured Systems Analysis and Design (3 credits)
 CIS 338 - Project Management (3 credits)
 CIS 384 - Decision Support Systems (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 93

Transfer credits from LATI: 27*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

Date: _____

Date: _____

Date: _____

For Lake Area Technical Institute:

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Financial Services, Business Accounting Option

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5
ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition *	45	3
SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year —Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 214	Cost Accounting	45	3
ACCT 218	Tax Accounting	45	3
ACCT 230	Principles of Accounting III	45	3
Total		269	17

Second year— Spring Semester

Course Number	Course Title	Clock Hours	Credits
ACCTQ20	Computer Accounting Applications	45	3
ACCT 222	Payroll Accounting	45	3

ACCT 224	Financial Statement Analysis	45	3
ACCT 233	Principles of Accounting IV	45	3
ACCT 235	Tax Accounting II	30	2
ACCT 237	Applied Federal Income Tax	28	1
Total		238	15

Questions? Contact Kerry.Stager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

BUSINESS ACCOUNTING

Associate of Applied Sciences Degree Program

Towards the

FINANCE MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Business Accounting an opportunity to earn a Bachelor of Business Administration degree with a major in Finance. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 27 technical course credits from the A.A.S. degree in Business Accounting for students majoring in Finance. Students must successfully complete the A.A.S. degree in Business Accounting from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 27 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Finance are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Finance Major Courses: 24 credits

ACCT 305 - Analysis of Financial Statements (3 credits)
 BADM 331 - Financial Technology (3 credits)
 BADM 411 - Investments (3 credits)
 BADM 415 - Financial Institutions (3 credits)
 BADM 416 - Commercial Bank Management (3 credits)
 BADM 418 - Financial Futures and Options (3 credits)
 BADM 419 - Investment Real Estate (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 93

Transfer credits from LATI: 27*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

Date: _____

Date: _____

Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Financial Services, Business Accounting Option

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5
ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition *	45	3

SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 214	Cost Accounting	45	3
ACCT 218	Tax Accounting	45	3
ACCT 230	Principles of Accounting III	45	3
Total		269	17

Second year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
ACCTQ20	Computer Accounting Applications	45	3
ACCT 222	Payroll Accounting	45	3
ACCT 224	Financial Statement Analysis	45	3
ACCT 233	Principles of Accounting IV	45	3
ACCT 235	Tax Accounting II	30	2
ACCT 237	Applied Federal Income Tax	28	1
Total		238	15

Questions? Contact Kerry.Stager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

BUSINESS ACCOUNTING

Associate of Applied Sciences Degree Program

Towards the

MANAGEMENT MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Business Accounting an opportunity to earn a Bachelor of Business Administration degree with a major in Management. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 30 technical course credits from the A.A.S. degree in Business Accounting for students majoring in Management. Students must successfully complete the A.A.S. degree in Business Accounting from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 30 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Management are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Management Major Courses: 21 credits

BADM 435 - Management Technology and Innovation (3 credits)
 BADM 436 - Entrepreneurship (3 credits)
 BADM 460 - Human Resource Management (3 credits)
 BADM 464 - Organizational Behavior (3 credits)
 BADM 468 - International Management (3 credits)
 CIS 384 - Decision Support Systems (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 90

Transfer credits from LATI: 30*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Financial Services, Business Accounting Option

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5
ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition *	45	3

SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 214	Cost Accounting	45	3
ACCT 218	Tax Accounting	45	3
ACCT 230	Principles of Accounting III	45	3
Total		269	17

Second year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
ACCTQ20	Computer Accounting Applications	45	3
ACCT 222	Payroll Accounting	45	3
ACCT 224	Financial Statement Analysis	45	3
ACCT 233	Principles of Accounting IV	45	3
ACCT 235	Tax Accounting II	30	2
ACCT 237	Applied Federal Income Tax	28	1
Total		238	15

Questions? Contact Kerry.Stager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

BUSINESS ACCOUNTING

Associate of Applied Sciences Degree Program

Towards the

MARKETING MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Business Accounting an opportunity to earn a Bachelor of Business Administration degree with a major in Marketing. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 36 technical course credits from the A.A.S. degree in Business Accounting for students majoring in Marketing. Students must successfully complete the A.A.S. degree in Business Accounting from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 36 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Marketing are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Marketing Major Courses: 15 credits

BADM 474 - Personal Selling (3 credits)
 BADM 475 - Consumer Behavior (3 credits)
 BADM 476 - Marketing Research (3 credits)
 BADM 481 - Promotional Management (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 84

Transfer credits from LATI: 36*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Financial Services, Business Accounting Option

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5
ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition *	45	3
SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 214	Cost Accounting	45	3
ACCT 218	Tax Accounting	45	3
ACCT 230	Principles of Accounting III	45	3
Total		269	17

Second year— Spring Semester

Course Number	Course Title	Clock Hours	Credits
ACCTQ20	Computer Accounting Applications	45	3
ACCT 222	Payroll Accounting	45	3
ACCT 224	Financial Statement Analysis	45	3
ACCT 233	Principles of Accounting IV	45	3
ACCT 235	Tax Accounting II	30	2
ACCT 237	Applied Federal Income Tax	28	1
Total		238	15

Questions? Contact Kerry.Stager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

CONSUMER & AGRI FINANCIAL**Associate of Applied Sciences Degree Program**

Towards the

ACCOUNTING MAJOR**Bachelor of Business Administration Degree Program**

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Consumer & Agri Financial an opportunity to earn a Bachelor of Business Administration degree with a major in Accounting. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 27 technical course credits from the A.A.S. degree in Consumer & Agri Financial for students majoring in Accounting. Students must successfully complete the A.A.S. degree in Consumer & Agri Financial from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 27 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Accounting are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Accounting Major Courses: 24 credits

ACCT 310 - Intermediate Accounting I (3 credits)
 ACCT 311 - Intermediate Accounting II (3 credits)
 ACCT 320 - Cost Accounting (3 credits)
 ACCT 360 - Accounting Systems (3 credits)
 ACCT 430 - Income Tax Accounting (3 credits)
 ACCT 431 - Advanced Income Tax (3 credits)
 ACCT 450 - Auditing (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 93

Transfer credits from LATI: 27*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Financial Services Consumer & Agri Financial Options

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5
ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition	45	3
SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 200	Principles of Banking	45	3
BUS 219	Fundamentals of Lending I	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 218	Tax Accounting I	45	3
Total		269	17

Second Year— Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 160		45	3
BUS 209	Principles of Insurance (Consumer). OR BUS 241 Ag Lending (Agri)	45	3
BUSQ13	Marketing Services-	45	3
BUS 222	Fundamentals of Lending] II	45	3
ACCTQ24	Financial Statement Analysis	45	3
Total		240	15

Questions? Contact Kerry.Strager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

CONSUMER & AGRI FINANCIAL

Associate of Applied Sciences Degree Program

Towards the

BUSINESS TECHNOLOGY MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Consumer & Agri Financial an opportunity to earn a Bachelor of Business Administration degree with a major in Business Technology. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 27 technical course credits from the A.A.S. degree in Consumer & Agri Financial for students majoring in Business Technology. Students must successfully complete the A.A.S. degree in Consumer & Agri Financial from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 27 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Business Technology are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Business Technology Major Courses: 24 credits

ACCT 360 - Accounting Systems (3 credits)
 BADM 331 - Financial Technology (3 credits)
 BADM 435 - Management Technology and Innovation (3 credits)
 BADM 472 - Marketing Technology (3 credits)
 CIS 332 - Structured Systems Analysis and Design (3 credits)
 CIS 338 - Project Management (3 credits)
 CIS 384 - Decision Support Systems (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 93

Transfer credits from LATI: 27*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Financial Services Consumer & Agri Financial Options

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5

ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition	45	3
SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 200	Principles of Banking	45	3
BUS 219	Fundamentals of Lending I	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 218	Tax Accounting I	45	3
Total		269	17

Second Year— Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 160		45	3
BUS 209	Principles of Insurance (Consumer). OR BUS 241 Ag Lending (Agri)	45	3
BUSQ13	Marketing Services-	45	3
BUS 222	Fundamentals of Lending] II	45	3
ACCTQ24	Financial Statement Analysis	45	3
Total		240	15

Questions? Contact Kerry.Strager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

CONSUMER & AGRI FINANCE

Associate of Applied Sciences Degree Program

Towards the

FINANCE MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Consumer & Agri Financial an opportunity to earn a Bachelor of Business Administration degree with a major in Finance. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 27 technical course credits from the A.A.S. degree in Consumer & Agri Financial for students majoring in Finance. Students must successfully complete the A.A.S. degree in Consumer & Agri Financial from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 27 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Finance are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Finance Major Courses: 24 credits

ACCT 305 - Analysis of Financial Statements (3 credits)
 BADM 331 - Financial Technology (3 credits)
 BADM 411 - Investments (3 credits)
 BADM 415 - Financial Institutions (3 credits)
 BADM 416 - Commercial Bank Management (3 credits)
 BADM 418 - Financial Futures and Options (3 credits)
 BADM 419 - Investment Real Estate (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 93

Transfer credits from LATI: 27*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

Date: _____

Date: _____

Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Financial Services Consumer & Agri Financial Options

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5
ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition	45	3

SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 200	Principles of Banking	45	3
BUS 219	Fundamentals of Lending I	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 218	Tax Accounting I	45	3
Total		269	17

Second Year— Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 160		45	3
BUS 209	Principles of Insurance (Consumer). OR BUS 241 Ag Lending (Agri)	45	3
BUSQ13	Marketing Services-	45	3
BUS 222	Fundamentals of Lending] II	45	3
ACCTQ24	Financial Statement Analysis	45	3
Total		240	15

Questions? Contact Kerry.Strager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

CONSUMER & AGRI FINANCIAL

Associate of Applied Sciences Degree Program

Towards the

MANAGEMENT MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Consumer & Agri Financial an opportunity to earn a Bachelor of Business Administration degree with a major in Management. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 30 technical course credits from the A.A.S. degree in Consumer & Agri Financial for students majoring in Management. Students must successfully complete the A.A.S. degree in Consumer & Agri Financial from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 30 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Management are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Management Major Courses: 21 credits

BADM 435 - Management Technology and Innovation (3 credits)
 BADM 436 - Entrepreneurship (3 credits)
 BADM 460 - Human Resource Management (3 credits)
 BADM 464 - Organizational Behavior (3 credits)
 BADM 468 - International Management (3 credits)
 CIS 384 - Decision Support Systems (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 90

Transfer credits from LATI: 30*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

Date: _____

Date: _____

Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Financial Services Consumer & Agri Financial Options

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5
ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition	45	3

SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 200	Principles of Banking	45	3
BUS 219	Fundamentals of Lending I	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 218	Tax Accounting I	45	3
Total		269	17

Second Year— Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 160		45	3
BUS 209	Principles of Insurance (Consumer). OR BUS 241 Ag Lending (Agri)	45	3
BUSQ13	Marketing Services-	45	3
BUS 222	Fundamentals of Lending] II	45	3
ACCTQ24	Financial Statement Analysis	45	3
Total		240	15

Questions? Contact Kerry.Strager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

CONSUMER & AGRI FINANCIAL**Associate of Applied Sciences Degree Program**

Towards the

MARKETING MAJOR**Bachelor of Business Administration Degree Program**

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Consumer & Agri Financial an opportunity to earn a Bachelor of Business Administration degree with a major in Marketing. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 36 technical course credits from the A.A.S. degree in Consumer & Agri Financial for students majoring in Marketing. Students must successfully complete the A.A.S. degree in Consumer & Agri Financial from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 36 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Marketing are outlined below.

Business Core Major Requirements: 39 credits

BADM 101 Survey of Business (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 SOC 285 Society and Technology (3 credits)

Required Marketing Major Courses: 15 credits

BADM 474 - Personal Selling (3 credits)
 BADM 475 - Consumer Behavior (3 credits)
 BADM 476 - Marketing Research (3 credits)
 BADM 481 - Promotional Management (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 84

Transfer credits from LATI: 36*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Financial Services Consumer & Agri Financial Options

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 74.5

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
AG 159	Farm/Ranch Records	45	3
ACCT 210	Principles of Accounting	45	3
CSC 105	Computer Software Applications	45	3
CSS 100	Career Search Strategies	8	.5
ECON 201	Principles of Microeconomics I *	45	3
ENGL 101	Composition	45	3
SPCM 101	Fundamentals of Speech *	45	3
Total		278	18.5

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 220	Personal Finance	45	3
ACCT 211	Principles of Accounting II	45	3
CIS 125	Advanced Computer Applications	45	3
ECON 202	Principles of Macroeconomics II *	45	3
MATH 101	Intermediate Algebra	45	3
PSYC 101	General Psychology	45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BUS 246	Internship A	180	3
BUS 247	Internship B or Elective	180	3
Total		360	6

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 200	Principles of Banking	45	3
BUS 219	Fundamentals of Lending I	45	3
BUS 226	Wealth Management	30	2
BUS 236	Financial Management	45	3
ACCT 218	Tax Accounting I	45	3
Total		269	17

Second Year— Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 160		45	3
BUS 209	Principles of Insurance (Consumer). OR BUS 241 Ag Lending (Agri)	45	3
BUSQ13	Marketing Services-	45	3
BUS 222	Fundamentals of Lending] II	45	3
ACCTQ24	Financial Statement Analysis	45	3
Total		240	15

Questions? Contact Kerry.Strager@lakeareatech.edu or Lorna.Hofer@lakeareatech.edu

LATI: 605-882-5284

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

HUMAN RESOURCES**Associate of Applied Sciences Degree Program**

Towards the

ACCOUNTING MAJOR**Bachelor of Business Administration Degree Program**

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Human Resources an opportunity to earn a Bachelor of Business Administration degree with a major in Accounting. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 18 technical course credits from the A.A.S. degree in Human Resources for students majoring in Accounting. Students must successfully complete the A.A.S. degree in Human Resources from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 18 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Accounting are outlined below.

Business Core Major Requirements: 48 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 - Management Information Systems (3 credits)
 ECON 201 - Principles of Microeconomics (3 credits)
 ECON 202 - Principles of Macroeconomics (3 credits)
 SOC 285 - Society and Technology (3 credits)
 Choose three credits from the following (3 credits):
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Accounting Major Courses: 24 credits

ACCT 310 - Intermediate Accounting I (3 credits)
 ACCT 311 - Intermediate Accounting II (3 credits)
 ACCT 320 - Cost Accounting (3 credits)
 ACCT 360 - Accounting Systems (3 credits)
 ACCT 430 - Income Tax Accounting (3 credits)
 ACCT 431 - Advanced Income Tax (3 credits)
 ACCT 450 - Auditing (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 102

Transfer credits from LATI: 18*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.**VIII. Acceptance of Agreement:**

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Business Associate Human Resources Option**Semester Course Outline 2018 - 2019**

20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

First Year Fall Semester.

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 160	Principles of Selling	45	3
BUS 170	Human Resource Management	45	3
BUS 215	Business Ethics	45	3
ACCT 210	Principles of Accounting I	45	3
CSC 105	Computer Software Applications *	45	3
Total		270	18

First Year Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 108	Employment Law	45	3
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
e Selected Social Science Course (Choose one) ECON 105 — Leadership in the Global Workplace ECON 201 — Principles of Microeconomics I * ECON 202 — Principles of Macroeconomics II * SOC 100 — Introduction to Sociology *		45	3
Total		270	18

First Year Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	QuickBooks	15	1
BUS 150	Advertising	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 — Career Search Strategies .5 credit)	45	3
Total		105	7

Business Associate Human Resources Option Page 2
Semester Course Outline • 2018 – 2019

Semester Course Outline 2018 - 2019

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BSA 210	Compensation Benefits	45	3
BUS 140	Business Law	45	3

BUS 244	International Business	45	3
Selected Behavioral Science Course (Choose one)			
PSYC 100 — Psychology of Human Relations		45	3
PSYC 101 — General Psychology *			
• Selected Mathematics Course (Choose one)		45	3
MATH 100 — Applied General Math			
MATH 101 — Intermediate Algebra			
MATH 102 — College Algebra *			
Total		225	15

Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 212	Training and Development	48	3
BUS 209	Principles of Insurance	48	3
BUS 220	Personal Finance	48	3
BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Selected Communications Course (Choose one)			
COMM 101 — Communications and Career Strategies		45	3
ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)			
Total		563	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

- ◆ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting II or BUS 236 — Financial Management.

◆ ◆ Selected Electives: Fall Semester

BUS 122 — Business Relationships

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 232 — Social Media

Marketing

BUS 162 - Retail

BUS 210 — Small Business Development

BUS 238 — Business Innovations

ENT 220 Business Team Development

Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate from the university system.

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

HUMAN RESOURCES

Associate of Applied Sciences Degree Program

Towards the

BUSINESS TECHNOLOGY MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Human Resources an opportunity to earn a Bachelor of Business Administration degree with a major in Business Technology. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 18 technical course credits from the A.A.S. degree in Human Resources for students majoring in Business Technology. Students must successfully complete the A.A.S. degree in Human Resources from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 18 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Business Technology are outlined below.

Business Core Major Requirements: 48 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 - Management Information Systems (3 credits)
 ECON 201- Principles of Microeconomics (3 credits)
 ECON 202 - Principles of Macroeconomics (3 credits)
 SOC 285 - Society and Technology (3 credits)
 Choose three credits from the following (3 credits):
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Business Technology Major Courses: 24 credits

ACCT 360 - Accounting Systems (3 credits)
 BADM 331 - Financial Technology (3 credits)
 BADM 435 - Management Technology and Innovation (3 credits)
 BADM 472 - Marketing Technology (3 credits)
 CIS 332 - Structured Systems Analysis and Design (3 credits)
 CIS 338 - Project Management (3 credits)
 CIS 384 - Decision Support Systems (3 credits)

Choose one course from the following (3 credits)

CIS 123 - Problem Solving and Programming (3 credits)

CIS 130 - Visual Basic Programming (3 credits)

CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 102

Transfer credits from LATI: 18*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU.
The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Business Associate Human Resources Option

Semester Course Outline 2018 - 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

First Year Fall Semester.

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 160	Principles of Selling	45	3
BUS 170	Human Resource Management	45	3
BUS 215	Business Ethics	45	3
ACCT 210	Principles of Accounting I	45	3
CSC 105	Computer Software Applications *	45	3
Total		270	18

First Year Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 108	Employment Law	45	3
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
e Selected Social Science Course (Choose one) ECON 105 — Leadership in the Global Workplace ECON 201 — Principles of Microeconomics I * ECON 202 — Principles of Macroeconomics II * SOC 100 — Introduction to Sociology *		45	3
Total		270	18

First Year Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	QuickBooks	15	1
BUS 150	Advertising	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 — Career Search Strategies .5 credit)	45	3
Total		105	7

Business Associate Human Resources Option Page 2
Semester Course Outline • 2018 – 2019

Semester Course Outline 2018 - 2019

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BSA 210	Compensation Benefits	45	3
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
Selected Behavioral Science Course (Choose one) PSYC 100 — Psychology of Human Relations PSYC 101 — General Psychology *		45	3
• Selected Mathematics Course (Choose one) MATH 100 — Applied General Math MATH 101 — Intermediate Algebra MATH 102 — College Algebra *		45	3
Total		225	15

Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 212	Training and Development	48	3
BUS 209	Principles of Insurance	48	3
BUS 220	Personal Finance	48	3
BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Selected Communications Course (Choose one) COMM 101 — Communications and Career Strategies ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)		45	3
Total		563	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

- ◆ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting II or BUS 236 — Financial Management.

♦ ♦ Selected Electives: Fall Semester

BUS 122 — Business Relationships

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 232 — Social Media
Marketing

BUS 162 - Retail

BUS 210 — Small Business Development

BUS 238 — Business Innovations

ENT 220 Business Team Development

e Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate from the university system.

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

HUMAN RESOURCES

Associate of Applied Sciences Degree Program

Towards the

FINANCE MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Human Resources an opportunity to earn a Bachelor of Business Administration degree with a major in Finance. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 18 technical course credits from the A.A.S. degree in Human Resources for students majoring in Finance. Students must successfully complete the A.A.S. degree in Human Resources from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 18 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Finance are outlined below.

Business Core Major Requirements: 48 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 ECON 201 Principles of Microeconomics (3 credits)
 ECON 202 Principles of Macroeconomics (3 credits)
 SOC 285 Society and Technology (3 credits)
 Choose three credits from the following (3 credits):
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Finance Major Courses: 24 credits

ACCT 305 - Analysis of Financial Statements (3 credits)
 BADM 331 - Financial Technology (3 credits)
 BADM 411 - Investments (3 credits)
 BADM 415 - Financial Institutions (3 credits)
 BADM 416 - Commercial Bank Management (3 credits)
 BADM 418 - Financial Futures and Options (3 credits)
 BADM 419 - Investment Real Estate (3 credits)
 Choose one course from the following (3 credits)

CIS 123 - Problem Solving and Programming (3 credits)

CIS 130 - Visual Basic Programming (3 credits)

CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 102

Transfer credits from LATI: 18*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:**For Dakota State University:**

____ Date: _____

____ Date: _____

____ Date: _____

____ Date: _____

Dr.

____ Date: _____

____ Date: _____

For Lake Area Technical Institute:

____ Date: _____

____ Date: _____

____ Date: _____

____ Date: _____

____ Date: _____

____ Date: _____

____ Date: _____

Business Associate Human Resources Option
 Semester Course Outline 2018 - 2019
 20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

First Year Fall Semester.

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 160	Principles of Selling	45	3
BUS 170	Human Resource Management	45	3
BUS 215	Business Ethics	45	3
ACCT 210	Principles of Accounting I	45	3
CSC 105	Computer Software Applications *	45	3
Total		270	18

First Year Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 108	Employment Law	45	3
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
e Selected Social Science Course (Choose one) ECON 105 — Leadership in the Global Workplace ECON 201 — Principles of Microeconomics I * ECON 202 — Principles of Macroeconomics II * SOC 100 — Introduction to Sociology *		45	3
Total		270	18

First Year Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	QuickBooks	15	1
BUS 150	Advertising	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 — Career Search Strategies .5 credit)	45	3
Total		105	7

Course Number	Course Title	Clock Hours	Credits
BSA 210	Compensation Benefits	45	3
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
Selected Behavioral Science Course (Choose one) PSYC 100 — Psychology of Human Relations PSYC 101 — General Psychology *		45	3
• Selected Mathematics Course (Choose one) MATH 100 — Applied General Math MATH 101 — Intermediate Algebra MATH 102 — College Algebra *		45	3
Total		225	15

Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 212	Training and Development	48	3
BUS 209	Principles of Insurance	48	3
BUS 220	Personal Finance	48	3
BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Selected Communications Course (Choose one) COMM 101 — Communications and Career Strategies ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)		45	3
Total		563	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

- ◆ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting II or BUS 236 — Financial Management.

◆◆ Selected Electives: Fall Semester

BUS 122 — Business Relationships

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 232 — Social Media
Marketing

BUS 162 - Retail

BUS 210 — Small Business Development

BUS 238 — Business Innovations

ENT 220 Business Team Development

e Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate from the university system.

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

HUMAN RESOURCES

Associate of Applied Sciences Degree Program

Towards the

MANAGEMENT MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Human Resources an opportunity to earn a Bachelor of Business Administration degree with a major in Management. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 21 technical course credits from the A.A.S. degree in Human Resources for students majoring in Management. Students must successfully complete the A.A.S. degree in Human Resources from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 30 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Management are outlined below.

Business Core Major Requirements: 48 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 - Management Information Systems (3 credits)
 ECON 201 - Principles of Microeconomics (3 credits)
 ECON 202 - Principles of Macroeconomics (3 credits)
 SOC 285 - Society and Technology (3 credits)
 Choose three credits from the following (3 credits):
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Management Major Courses: 21 credits

BADM 435 - Management Technology and Innovation (3 credits)
 BADM 436 - Entrepreneurship (3 credits)
 BADM 460 - Human Resource Management (3 credits)
 BADM 464 - Organizational Behavior (3 credits)
 BADM 468 - International Management (3 credits)
 CIS 384 - Decision Support Systems (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)

CIS 130 - Visual Basic Programming (3 credits)

CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 99

Transfer credits from LATI: 21*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:**For Dakota State University:**_____
Date: __________
Date: __________
Date: __________
Date: __________
Date: __________
Date: _____**For Lake Area Technical Institute:**_____
Date: __________
Date: __________
Date: __________
Date: __________
Date: __________
Date: __________
Date: _____

Business Associate Human Resources Option
Semester Course Outline 2018 - 2019
20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

First Year Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 160	Principles of Selling	45	3
BUS 170	Human Resource Management	45	3
BUS 215	Business Ethics	45	3
ACCT 210	Principles of Accounting I	45	3
CSC 105	Computer Software Applications *	45	3
Total		270	18

First Year Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 108	Employment Law	45	3
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
e Selected Social Science Course (Choose one) ECON 105 — Leadership in the Global Workplace ECON 201 — Principles of Microeconomics I * ECON 202 — Principles of Macroeconomics II * SOC 100 — Introduction to Sociology *		45	3
Total		270	18

First Year Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	QuickBooks	15	1
BUS 150	Advertising	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 — Career Search Strategies .5 credit)	45	3
Total		105	7

Course Number	Course Title	Clock Hours	Credits
BSA 210	Compensation Benefits	45	3
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
Selected Behavioral Science Course (Choose one) PSYC 100 — Psychology of Human Relations PSYC 101 — General Psychology *		45	3
• Selected Mathematics Course (Choose one) MATH 100 — Applied General Math MATH 101 — Intermediate Algebra MATH 102 — College Algebra *		45	3
Total		225	15

Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 212	Training and Development	48	3
BUS 209	Principles of Insurance	48	3
BUS 220	Personal Finance	48	3
BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Selected Communications Course (Choose one) COMM 101 — Communications and Career Strategies ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)		45	3
Total		563	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

- ◆ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting II or BUS 236 — Financial Management.

◆ ◆ Selected Electives: Fall Semester

BUS 122 — Business Relationships

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 232 — Social Media
Marketing

BUS 162 - Retail

BUS 210 — Small Business Development

BUS 238 — Business Innovations

ENT 220 Business Team Development

e Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate from the university

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

HUMAN RESOURCES

Associate of Applied Sciences Degree Program

Towards the

MARKETING MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Human Resources an opportunity to earn a Bachelor of Business Administration degree with a major in Marketing. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 27 technical course credits from the A.A.S. degree in Human Resources for students majoring in Marketing. Students must successfully complete the A.A.S. degree in Human Resources from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 27 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Marketing are outlined below.

Business Core Major Requirements: 48 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 ECON 201 - Principles of Microeconomics (3 credits)
 ECON 202 - Principles of Macroeconomics (3 credits)
 SOC 285 - Society and Technology (3 credits)
 Choose three credits from the following (3 credits)
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Marketing Major Courses: 15 credits

BADM 474 - Personal Selling (3 credits)
 BADM 475 - Consumer Behavior (3 credits)
 BADM 476 - Marketing Research (3 credits)
 BADM 481 - Promotional Management (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)

CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 93

Transfer credits from LATI: 27*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Business Associate Human Resources Option**Semester Course Outline 2018 - 2019****20 Months (4 Semesters and 1 Summer Session) • Revised: 6/6/18****Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76**

First Year Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 160	Principles of Selling	45	3
BUS 170	Human Resource Management	45	3
BUS 215	Business Ethics	45	3
ACCT 210	Principles of Accounting I	45	3
CSC 105	Computer Software Applications *	45	3
Total		270	18

First Year Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 108	Employment Law	45	3
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
e Selected Social Science Course (Choose one) ECON 105 — Leadership in the Global Workplace ECON 201 — Principles of Microeconomics I * ECON 202 — Principles of Macroeconomics II * SOC 100 — Introduction to Sociology *		45	3
Total		270	18

First Year Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	QuickBooks	15	1
BUS 150	Advertising	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 — Career Search Strategies .5 credit)	45	3
Total		105	7

Second Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BSA 210	Compensation Benefits	45	3
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
Selected Behavioral Science Course (Choose one) PSYC 100 — Psychology of Human Relations PSYC 101 — General Psychology *		45	3
• Selected Mathematics Course (Choose one) MATH 100 — Applied General Math MATH 101 — Intermediate Algebra MATH 102 — College Algebra *		45	3
Total		225	15

Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 212	Training and Development	48	3
BUS 209	Principles of Insurance	48	3
BUS 220	Personal Finance	48	3
BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Selected Communications Course (Choose one) COMM 101 — Communications and Career Strategies ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)		45	3
Total		563	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

- ◆ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting II or BUS 236 — Financial Management.

◆ ◆ Selected Electives: Fall Semester

BUS 122 — Business Relationships

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 232 — Social Media
Marketing

BUS 162 - Retail

BUS 210 — Small Business Development

BUS 238 — Business Innovations

ENT 220 Business Team Development

e Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate from the university

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

MARKETING/MANAGEMENT**Associate of Applied Sciences Degree Program**

Towards the

ACCOUNTING MAJOR**Bachelor of Business Administration Degree Program**

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Marketing/Management an opportunity to earn a Bachelor of Business Administration degree with a major in Accounting. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 21 technical course credits from the A.A.S. degree in Marketing/Management for students majoring in Accounting. Students must successfully complete the A.A.S. degree in Marketing/Management from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 21 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Accounting are outlined below.

Business Core Major Requirements: 45 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 - Management Information Systems (3 credits)
 ECON 202 - Principles of Macroeconomics (3 credits)
 SOC 285 - Society and Technology (3 credits)
 Choose three credits from the following (3 credits):
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Accounting Major Courses: 24 credits

ACCT 310 - Intermediate Accounting I (3 credits)
 ACCT 311 - Intermediate Accounting II (3 credits)
 ACCT 320 - Cost Accounting (3 credits)
 ACCT 360 - Accounting Systems (3 credits)
 ACCT 430 - Income Tax Accounting (3 credits)
 ACCT 431 - Advanced Income Tax (3 credits)
 ACCT 450 - Auditing (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 99

Transfer credits from LATI: 21*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.**VIII. Acceptance of Agreement:**

For Dakota State University:

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

For Lake Area Technical Institute:

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Business Associate, Marketing/Management Option

Semester Course Outline 2018 — 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 8/16/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 122	Business Relationships	45	3
BUS 160	Principles of Selling	45	3
ACCT 210	Principles of Accounting I	45	3
csc 105	Computer Software Applications *	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 Career Search Strategies .5 credit)	45	3
Total		270	18

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
• ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
• Selected Behavioral Science Course (Choose one) PSYC 100 — Psychology of Human Relations PSYC 101 — General Psychology *		45	3
Selected Elective		45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	Quickbooks	15	1
BUS 150	Advertising	45	3
ECON 201	Principles of Microeconomics I *	45	3
Total		105	7

Business Associate Marketing/Management Option Page 2
Semester Course Outline • 2018 - 2019

Second Year Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
Selected Communications Course (Choose one) COMM 101 — Communications and Career Strategies ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)		45	3
• Selected Mathematics Course (Choose one) MATH 100 — Applied General Math MATH 101 — Intermediate Algebra MATH 102 - College Algebra *		45	3
Selected Elective		45	3
Total		225	15

Second Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 162	Retailing	45	3

BUS 210	Small Business Development	45	3
BUS 220	Personal Finance	45	3
BUS 238	Business Innovation	45	3
BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Total		540	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

■ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting or BUS 236 — Financial Management.

■ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I and ACCT 211 — Principles of Account II or BUS 236 — Financial Management (or have approval from the instructor) before enrolling in BUS 210 — Small Business Development.

■ Selected Electives

Fall Semester

BSA 210 — Compensation and Benefits

BUS 170 — Human Resource
Management

BUS 215 — Business Ethics

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 108 — Employment Law

BSA 212 — Training and
Development

BSA 232 — Social Media
Marketing

BUS 209 — Principles of
Insurance

ENT 220 — Business Team
Development

■ Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

MARKETING/MANAGEMENT**Associate of Applied Sciences Degree Program**

Towards the

BUSINESS TECHNOLOGY MAJOR**Bachelor of Business Administration Degree Program**

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Marketing/Management an opportunity to earn a Bachelor of Business Administration degree with a major in Business Technology. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 21 technical course credits from the A.A.S. degree in Marketing/Management for students majoring in Business Technology. Students must successfully complete the A.A.S. degree in Marketing/Management from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 21 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Business Technology are outlined below.

Business Core Major Requirements: 45 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 - Management Information Systems (3 credits)
 ECON 202 - Principles of Macroeconomics (3 credits)
 SOC 285 - Society and Technology (3 credits)
 Choose three credits from the following (3 credits):
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Business Technology Major Courses: 24 credits

ACCT 360 - Accounting Systems (3 credits)
 BADM 331 - Financial Technology (3 credits)
 BADM 435 - Management Technology and Innovation (3 credits)
 BADM 472 - Marketing Technology (3 credits)
 CIS 332 - Structured Systems Analysis and Design (3 credits)
 CIS 338 - Project Management (3 credits)
 CIS 384 - Decision Support Systems (3 credits)
 Choose one course from the following (3 credits)

CIS 123 - Problem Solving and Programming (3 credits)

CIS 130 - Visual Basic Programming (3 credits)

CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 99

Transfer credits from LATI: 21*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:**For Dakota State University:**_____
Date: __________
Date: __________
Date: __________
Date: __________
Date: __________
Date: _____**For Lake Area Technical Institute:**_____
Date: __________
Date: __________
Date: __________
Date: __________
Date: __________
Date: __________
Date: _____

Business Associate, Marketing/Management Option
Semester Course Outline 2018 — 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 8/16/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 122	Business Relationships	45	3
BUS 160	Principles of Selling	45	3
ACCT 210	Principles of Accounting I	45	3
csc 105	Computer Software Applications *	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 Career Search Strategies .5 credit)	45	3
Total		270	18

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
• ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
• Selected Behavioral Science Course (Choose one) PSYC 100 — Psychology of Human Relations PSYC 101 — General Psychology *		45	3
Selected Elective		45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	Quickbooks	15	1
BUS 150	Advertising	45	3
ECON 201	Principles of Microeconomics I *	45	3
Total		105	7

Business Associate Marketing/Management Option Page 2
 Semester Course Outline • 2018 - 2019

Second Year Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
Selected Communications Course (Choose one) COMM 101 — Communications and Career Strategies ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)		45	3
• Selected Mathematics Course (Choose one) MATH 100 — Applied General Math MATH 101 — Intermediate Algebra MATH 102 - College Algebra *		45	3
Selected Elective		45	3
Total		225	15

Second Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 162	Retailing	45	3
BUS 210	Small Business Development	45	3
BUS 220	Personal Finance	45	3

BUS 238	Business Innovation	45	3
BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Total		540	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

■ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting or BUS 236 — Financial Management.

■ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I and ACCT 211 — Principles of Account II or BUS 236 — Financial Management (or have approval from the instructor) before enrolling in BUS 210 — Small Business Development.

■ Selected Electives

Fall Semester

BSA 210 — Compensation and Benefits

BUS 170 — Human Resource
Management

BUS 215 — Business Ethics

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 108 — Employment Law

BSA 212 — Training and
Development

BSA 232 — Social Media
Marketing

BUS 209 — Principles of
Insurance

ENT 220 — Business Team
Development

■ Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

MARKETING/MANAGEMENT**Associate of Applied Sciences Degree Program**

Towards the

FINANCE MAJOR**Bachelor of Business Administration Degree Program**

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Marketing/Management an opportunity to earn a Bachelor of Business Administration degree with a major in Finance. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 21 technical course credits from the A.A.S. degree in Marketing/Management for students majoring in Finance. Students must successfully complete the A.A.S. degree in Marketing/Management from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 21 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Finance are outlined below.

Business Core Major Requirements: 45 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 ECON 202 Principles of Macroeconomics (3 credits)
 SOC 285 Society and Technology (3 credits)
 Choose three credits from the following (3 credits):
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Finance Major Courses: 24 credits

ACCT 305 - Analysis of Financial Statements (3 credits)
 BADM 331 - Financial Technology (3 credits)
 BADM 411 - Investments (3 credits)
 BADM 415 - Financial Institutions (3 credits)
 BADM 416 - Commercial Bank Management (3 credits)
 BADM 418 - Financial Futures and Options (3 credits)
 BADM 419 - Investment Real Estate (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)

CIS 130 - Visual Basic Programming (3 credits)

CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 99

Transfer credits from LATI: 21*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:**For Dakota State University:**_____
Date: __________
Date: __________
Date: __________
Date: __________
Date: __________
Date: _____**For Lake Area Technical Institute:**_____
Date: __________
Date: __________
Date: __________
Date: __________
Date: __________
Date: __________
Date: _____

Business Associate, Marketing/Management Option

Semester Course Outline 2018 — 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 8/16/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 122	Business Relationships	45	3
BUS 160	Principles of Selling	45	3
ACCT 210	Principles of Accounting I	45	3
csc 105	Computer Software Applications *	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 Career Search Strategies .5 credit)	45	3
Total		270	18

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
• ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
• Selected Behavioral Science Course (Choose one) PSYC 100 — Psychology of Human Relations PSYC 101 — General Psychology *		45	3
Selected Elective		45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	Quickbooks	15	1
BUS 150	Advertising	45	3
ECON 201	Principles of Microeconomics I *	45	3
Total		105	7

Business Associate Marketing/Management Option Page 2
Semester Course Outline • 2018 - 2019

Second Year Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
Selected Communications Course (Choose one) COMM 101 — Communications and Career Strategies ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)		45	3
• Selected Mathematics Course (Choose one) MATH 100 — Applied General Math MATH 101 — Intermediate Algebra MATH 102 - College Algebra *		45	3
Selected Elective		45	3
Total		225	15

Second Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 162	Retailing	45	3

BUS 210	Small Business Development	45	3
BUS 220	Personal Finance	45	3
BUS 238	Business Innovation	45	3
BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Total		540	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

■ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting or BUS 236 — Financial Management.

■ Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I and ACCT 211 — Principles of Account II or BUS 236 — Financial Management (or have approval from the instructor) before enrolling in BUS 210 — Small Business Development.

■ Selected Electives

Fall Semester

BSA 210 — Compensation and Benefits

BUS 170 — Human Resource
Management

BUS 215 — Business Ethics

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 108 — Employment Law

BSA 212 — Training and
Development

BSA 232 — Social Media
Marketing

BUS 209 — Principles of
Insurance

ENT 220 — Business Team
Development

■ Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

MARKETING/MANAGEMENT**Associate of Applied Sciences Degree Program**

Towards the

MANAGEMENT MAJOR**Bachelor of Business Administration Degree Program**

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Marketing/Management an opportunity to earn a Bachelor of Business Administration degree with a major in Management. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 24 technical course credits from the A.A.S. degree in Marketing/Management for students majoring in Management. Students must successfully complete the A.A.S. degree in Marketing/Management from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 24 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Management are outlined below.

Business Core Major Requirements: 45 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 - Management Information Systems (3 credits)
 ECON 202 - Principles of Macroeconomics (3 credits)
 SOC 285 - Society and Technology (3 credits)
 Choose three credits from the following (3 credits):
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Management Major Courses: 21 credits

BADM 435 - Management Technology and Innovation (3 credits)
 BADM 436 - Entrepreneurship (3 credits)
 BADM 460 - Human Resource Management (3 credits)
 BADM 464 - Organizational Behavior (3 credits)
 BADM 468 - International Management (3 credits)
 CIS 384 - Decision Support Systems (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)

CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 96

Transfer credits from LATI: 24*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.

VIII. Acceptance of Agreement:

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Business Associate, Marketing/Management Option
Semester Course Outline 2018 — 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 8/16/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 122	Business Relationships	45	3
BUS 160	Principles of Selling	45	3
ACCT 210	Principles of Accounting I	45	3
csc 105	Computer Software Applications *	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 Career Search Strategies .5 credit)	45	3
Total		270	18

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
• ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
• Selected Behavioral Science Course (Choose one) PSYC 100 — Psychology of Human Relations PSYC 101 — General Psychology *		45	3
Selected Elective		45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	Quickbooks	15	1
BUS 150	Advertising	45	3
ECON 201	Principles of Microeconomics I *	45	3
Total		105	7

Business Associate Marketing/Management Option Page 2
Semester Course Outline • 2018 - 2019

Second Year Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
Selected Communications Course (Choose one) COMM 101 — Communications and Career Strategies ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)		45	3
• Selected Mathematics Course (Choose one) MATH 100 — Applied General Math MATH 101 — Intermediate Algebra MATH 102 - College Algebra *		45	3
Selected Elective		45	3
Total		225	15

Second Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 162	Retailing	45	3
BUS 210	Small Business Development	45	3
BUS 220	Personal Finance	45	3
BUS 238	Business Innovation	45	3

BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Total		540	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

- Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting or BUS 236 — Financial Management.
- Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I and ACCT 211 — Principles of Account II or BUS 236 — Financial Management (or have approval from the instructor) before enrolling in BUS 210 — Small Business Development.
- Selected Electives

Fall Semester

BSA 210 — Compensation and Benefits

BUS 170 — Human Resource
Management

BUS 215 — Business Ethics

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 108 — Employment Law

BSA 212 — Training and
Development

BSA 232 — Social Media
Marketing

BUS 209 — Principles of
Insurance

ENT 220 — Business Team
Development

- Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

MARKETING/MANAGEMENT

Associate of Applied Sciences Degree Program

Towards the

MARKETING MAJOR

Bachelor of Business Administration Degree Program

Between

LAKE AREA TECHNICAL INSTITUTE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and Dakota State University (DSU).

II. Purpose

The purpose of this agreement is to:

- A. Have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. Provide increased education opportunities for students from South Dakota and the region;
- C. Extend and clarify educational opportunities for students;
- D. Provide LATI students who have completed the A.A.S degree in Marketing/Management an opportunity to earn a Bachelor of Business Administration degree with a major in Marketing. (Attachment)

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 30 technical course credits from the A.A.S. degree in Marketing/Management for students majoring in Marketing. Students must successfully complete the A.A.S. degree in Marketing/Management from LATI prior to transferring to Dakota State University for the technical course credits to be accepted. General Education coursework is in addition to the 30 technical course credits. Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Business Administration degree with a major in Marketing are outlined below.

Business Core Major Requirements: 45 credits

ACCT 211 Principles of Accounting II (3 credits)
 BADM 220 Business Statistics (3 credits)
 BADM 310 Business Finance (3 credits)
 BADM 321 Business Statistics II (3 credits)
 BADM 344 Managerial Communications (3 credits)
 BADM 350 Legal Environment of Business (3 credits)
 BADM 360 Organization and Management (3 credits)
 BADM 370 Marketing (3 credits)
 BADM 405 International Trade and Finance (3 credits)
 BADM 425 Production and Operations Management (3 credits)
 BADM 482 Business Policy and Strategy (3 credits)
 CIS 325 Management Information Systems (3 credits)
 ECON 202 - Principles of Macroeconomics (3 credits)
 SOC 285 - Society and Technology (3 credits)
 Choose three credits from the following (3 credits)
 CIS 206 - Advanced Applications: 1 credit
 CIS 207 - Advanced Applications: Spreadsheets 1 credit
 CIS 208 - Advanced Applications: Database 1 credit
 CIS 209 - Advanced Applications: SAS 1 credit
 CIS 210 - QuickBooks I 1 credit

Required Marketing Major Courses: 15 credits

BADM 474 - Personal Selling (3 credits)
 BADM 475 - Consumer Behavior (3 credits)
 BADM 476 - Marketing Research (3 credits)
 BADM 481 - Promotional Management (3 credits)
 Choose one course from the following (3 credits)
 CIS 123 - Problem Solving and Programming (3 credits)
 CIS 130 - Visual Basic Programming (3 credits)
 CSC 150 - Computer Science I (3 credits)

General Education/Institutional Graduation Requirement Courses: 30 credits

The 30 credits must meet System General Education requirements and be selected from the approved list of courses specified in BOR policy 2:7. * Note: Transferable general education course credits can be completed at LATI.

Electives: 0 credits

Total number of credits at Dakota State University: 90

Transfer credits from LATI: 30*

Total credits required: 120

*Transferable general education course credits can be completed at LATI.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Incorporation of terms in master agreement.

The parties have entered into the present agreement pursuant to the agreement of _____, 2018, between the South Dakota Board of Education on behalf of Lake Area Technical Institute and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, and the South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota. This agreement shall be subject to all terms and conditions stated in the, 2018 agreement.

VII. Effective Date of Agreement: Start Date of the Fall 2019 term at LATI and DSU. The agreement applies to students who graduated from LATI in 2018 and subsequent years.**VIII. Acceptance of Agreement:**

For Dakota State University:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

For Lake Area Technical Institute:

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

_____ Date: _____

Business Associate, Marketing/Management Option
Semester Course Outline 2018 — 2019

20 Months (4 Semesters and 1 Summer Session) • Revised: 8/16/18

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

First Year — Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 122	Business Relationships	45	3
BUS 160	Principles of Selling	45	3
ACCT 210	Principles of Accounting I	45	3
csc 105	Computer Software Applications *	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 Career Search Strategies .5 credit)	45	3
Total		270	18

First Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CIS 125	Social Media Marketing or Advanced Computer Applications	45	3
• ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
• Selected Behavioral Science Course (Choose one) PSYC 100 — Psychology of Human Relations PSYC 101 — General Psychology *		45	3
Selected Elective		45	3
Total		270	18

First Year — Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	Quickbooks	15	1
BUS 150	Advertising	45	3
ECON 201	Principles of Microeconomics I *	45	3
Total		105	7

Business Associate Marketing/Management Option Page 2
Semester Course Outline • 2018 - 2019

Second Year Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
Selected Communications Course (Choose one) COMM 101 — Communications and Career Strategies ENGL 101 — Composition * (CSS 100 — Career Search Strategies .5 credit)		45	3
• Selected Mathematics Course (Choose one) MATH 100 — Applied General Math MATH 101 — Intermediate Algebra MATH 102 - College Algebra *		45	3
Selected Elective		45	3
Total		225	15

Second Year — Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 162	Retailing	45	3
BUS 210	Small Business Development	45	3
BUS 220	Personal Finance	45	3
BUS 238	Business Innovation	45	3

BUS 235 or BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Total		540	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

- Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 — Principles of Accounting or BUS 236 — Financial Management.
- Prerequisite: Students must have successfully completed ACCT 210 — Principles of Accounting I and ACCT 211 — Principles of Account II or BUS 236 — Financial Management (or have approval from the instructor) before enrolling in BUS 210 — Small Business Development.

■ Selected Electives

Fall Semester

BSA 210 — Compensation and Benefits

BUS 170 — Human Resource
Management

BUS 215 — Business Ethics

ENT 100 — Entrepreneurship Essentials

Spring Semester

BSA 108 — Employment Law

BSA 212 — Training and
Development

BSA 232 — Social Media
Marketing

BUS 209 — Principles of
Insurance

ENT 220 — Business Team
Development

- Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 - Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – G (2)
DATE: December 11-12, 2019

SUBJECT

Articulation Agreements – SDSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:27](#) – Program to Program Articulation Agreements

BACKGROUND / DISCUSSION

BOR Policy 2:27 Program to Program Articulation Agreements establishes requirements for institutions seeking to develop program level agreements for interested transfer students. The policy further establishes the distinction between AA, AS, and AAS degrees which are classified as transferable, terminal, or non-transferable degrees (respectively). However, the AAS is “transferable when a specific degree articulation agreement exists between a given A.A.S. degree and a specific Baccalaureate degree.” Agreements established with regionally accredited institutions must be developed in conjunction with the faculty, following all institutional guidelines and are monitored as a function of the institutional program review process. Once approved, the agreements apply only at Regental institutions with equivalent programs.

IMPACT AND RECOMMENDATION

To comply with BOR Policy 2:27, South Dakota State University requests approval for the following articulation agreement:

- Students who have completed coursework in the Associate of Applied Sciences degree in Business Associate Marketing/Management Option at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Science or Bachelor of Arts degree in Business Economics at SDSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Building Trades Technology at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Science degree in Construction Management at SDSU.

(Continued)

DRAFT MOTION 20191211_4-G(2):

I move to approve South Dakota State University’s articulation agreements with Lake Area Technical Institute, Western Dakota Technical Institute, and Palmer College of Chiropractic, as presented.

- Students who have completed coursework in the Associate of Applied Sciences degree in Electronic Systems Technology at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Science degree in Electronics Engineering Technology at SDSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Electronic Systems Technology at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Science degree in Operations Management at SDSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Precision Machining at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Science degree in Operations Management at SDSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Robotics at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Science degree in Electronics Engineering Technology at SDSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Robotics at Lake Area Technical Institute (LATI) can apply credit toward the Bachelor of Science degree in Operations Management at SDSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Business – Business and Technology at Western Dakota Technical Institute (WDT) can apply credit toward the Bachelor of Science or Bachelor of Arts degree in Entrepreneurial Studies at SDSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Business – Business and Technology at Western Dakota Technical Institute (WDT) can apply credit toward the Bachelor of Science or Bachelor of Arts degree in Business Economics at SDSU.
- Students who have completed coursework in the Associate of Applied Sciences degree in Criminal Justice with an emphasis in Law Enforcement at Western Dakota Technical Institute (WDT) can apply credit toward the Bachelor of Science or Bachelor of Arts degree in Sociology at SDSU.
- Qualified students who complete three years of coursework in the Bachelor of Science degree in Human Biology at South Dakota State University (SDSU) followed by a minimum of five academic years of eight months each of attendance (or three and one third consecutive years) at Palmer College of Chiropractic (PCC) can be eligible to earn a Bachelor of Science Degree in Human Biology from SDSU and a Doctor of Chiropractic degree from PCC.

Board staff recommends approval.

ATTACHMENTS

Attachment I – SDSU Articulation Agreements: LATI

Attachment II – SDSU Articulation Agreements: WDT

Attachment III – SDSU Articulation Agreement: PCC

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the
**Associate of Applied Sciences Degree Program in
 Business Associate Marketing/Management Option**

Towards the
**Business Economics Major
 Bachelor of Science or Arts Degree Program**

Between
 LAKE AREA TECHNICAL INSTITUTE
 and
 SOUTH DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and South Dakota State University (SDSU).

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institution's programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide LATI students who have completed the A.A.S. degree in Business Associate Marketing/Management Option an opportunity to earn a Bachelor of Science or Arts degree with a major in Business Economics at SDSU.

III. Academic Program

- A. Upon successful completion of the major requirements, as indicated below, SDSU will accept 23 technical course credits from the A.A.S. degree in Business Associate. Additional transferable system general education credits may be earned at LATI, but no more than 60 credits total may be transferred from LATI to SDSU. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.
- B. Requirements to be completed at SDSU to earn a Bachelor of Science or Arts degree with a major in Business Economics are outlined below.

The general education coursework to meet South Dakota Regental System's General Education Requirements (SGR) must also be completed as outlined below. This coursework may be taken at LATI if equivalent courses are available. Please note that BOR Policy 2.5 states, "Total transfer credit for work at two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution unless an approved program-specific waiver exists." For this program, that number is 60 credits.

System General Education Requirements SGRs 15-24 credits from SDSU (6-15 credits transfer from LATI to SDSU) from classes on the approved lists in SDSU Bulletin.

1. SGR Goal #1: Written Communication: *ENGL 101** & ENGL 201 Composition I & II (3-6 credits)
2. SGR Goal #2: Oral Communication. *SPCM 101*** Fundamentals of Speech (0 credits)
3. SGR Goal #3: Social Sciences/Diversity (0-3 credits in two disciplines *PSYCH 101** and *ECON 201***)
4. SGR Goal #4: Humanities and Arts/Diversity (6 credits in two disciplines or in a sequence of modern foreign language courses)
5. SGR Goal #5: Mathematics (0-3 credits *MATH 114**)
6. SGR Goal #6: Natural Sciences (6 credits)

**If the starred courses above are taken at LATI, they will reduce the number of credits needed from SDSU to satisfy the BOR SGR requirements.*

***SPCM101 and ECON 201 are required in the LATI Marketing/Management program and satisfy SGR #2 and 3 credits of SGR #3, respectively.*

College of Arts, Humanities and Social Sciences Requirements (7-9+ credits)

Bachelor of Science Degree Requirements 7+ credits

1. Natural Sciences Class (4 credits) from the approved list in SDSU Bulletin, taken as needed to earn 10 or more science credits from at least two different disciplines, with a minimum of two labs
2. A minor, second major, teaching specialization: Satisfied in full by completion of the A.A.S. degree from LATI.
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Bachelor of Arts Degree Requirements 9+ credits

1. Completion of a Modern Foreign Language through the 202 level (6+ credits)
2. A minor, second major, teaching specialization: Satisfied in full by completion of the A.A.S. degree from LATI.
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Major Requirements (55-60 credits)

1. ECON 201**, Principles of Microeconomics (0 Credits)
2. ECON 202*, Principles of Macroeconomics (0-3 Credits)
3. BLAW 350, Legal Environment of Business (3 Credits)
4. DSCI 424, Operations Research
or BADM 321, Business Statistics II (3 Credits)
5. ECON 301, Intermediate Microeconomics
OR ECON 431, Managerial Economics (3 Credits)
6. ECON 302, Intermediate Macroeconomics
OR ECON 330, Money and Banking (3 Credits)
7. ECON 319, Seminar with Industry Leaders (1 Credit)
8. FIN 310, Business Finance (3 Credits)
9. HRM 460, Human Resource Management (3 Credits)
10. MGMT/ CSC 325, Management Information Systems (3 Credits)
11. MGMT 360, Organization and Management (3 Credits)

12. MKTG 370, Marketing (3 Credits)
 13. BADM 485, Business and Financial Decisions in a Global Economy (capstone) (3 credits)
 14. Upper-division Electives in the following subject areas (15 credits)
ACCT/AGEC/BADM/BLAW/DSCI/ECON/ENTR/FIN/HRM/MGMT/MKTG
 15. ENGL 379, Technical Communication (3 Credits)
 16. STAT 281, Introduction to Statistics (3 Credits)
 17. Math 121 or 123 Survey of Calculus and Lab or Calculus I (4-5 credits)
- *If the starred courses above are taken at LATI, they will reduce the number of credits needed from SDSU to satisfy the Business Economics major requirements.*
- **ECON 201 is required in the LATI Marketing/Management program and satisfies 3 credits of SGR #3 and the Business Economics major requirements.*

Program or General Electives (0 credits): if/as needed to reach 120 credit hours total required for graduation.

Academic Requirements Students must earn a grade of “C” or better in CSC/MGMT 325 Management Information Systems, FIN 310 Business Finance, HRM 460 Human Resource Management, and MGMT 360 Organization and Management.

Total minimum number of credits at SDSU: 91

Total minimum number of credits from LATI: 29

Total minimum credits required: 120

Additional Requirements:

1. Students transferring from Lake Area Technical Institute must have a cumulative GPA of “C” (2.0 on a 4.0 scale)
2. At least 33 credits for the degree must be upper-division (300 or higher) courses.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval from the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

Start Date of Spring 2020 Terms at LATI and SDSU. The agreement applies to students who graduated from LATI within the 10 years immediately prior to application and admission into SDSU.

VII. Acceptance of Agreement

For South Dakota State University

Date: _____
Dean, College of Arts, Humanities and Social Sciences

Date: _____
Provost and Vice President for Academic Affairs

For Lake Area Technical Institute

Date: _____
President, Lake Area Technical Institute

APPENDIX A
PLAN OF STUDY FOR
Associate of Applied Science in Business Associate Marketing/Management option at Lake
Area Technical Institute to enroll in SDSU's Bachelor of Science or Arts with a major in
Business Economics

AAS DEGREE IN BUSINESS ASSOCIATE 76 CREDITS

LATI General Education Coursework, Suggested For Transfer to SDSU

- ECON 201, Principles of Microeconomics I (3 credits)
- ECON 202, Principles of Macroeconomics II (3 credits)
- ENGL 101, Composition (3 credits)
- MATH 114, College Algebra (3 credits)
- PSYC 101, General Psychology (3 credits)
- SPCM 101, Fundamentals of Speech (3 credits)

•

The following two courses are not transferable to SDSU for credit, but must be taken at LATI to seamlessly articulate into the Business Economics major at SDSU:

- ACCT 210 Principles of Accounting I
- ACCT 211 Principles of Accounting II

Business Associate • Human Resources Option

Semester Course Outline • 2019 – 2020

20 Months (4 Semesters, 1 Summer Session) • Revised: 1/29/19

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

**First Year Fall Semester**

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 160	Principles of Selling	45	3
BUS 170	Human Resource Management	45	3
BUS 215	Business Ethics	45	3
ACCT 210	Principles of Accounting I	45	3
CSC 105	Computer Software Applications *	45	3
Total		270	18

First Year Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 108	Employment Law	45	3
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CSC 125	Social Media Marketing or Advanced Computer Applications	45	3
♦ ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
♦ Selected Social Science Course (Choose one) ECON 105 – Leadership in the Global Workplace ECON 201 – Principles of Microeconomics I * ECON 202 – Principles of Macroeconomics II * SOC 100 – Introduction to Sociology *		45	3
Total		270	18

First Year Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	Quickbooks	15	1
BUS 150	Advertising	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 – Career Search Strategies .5 credit)	45	3
Total		105	7

Second Year – Fall Semester

Course Number	Course Title	Clock Hours	Credits
BSA 210	Compensation Benefits	45	3
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
♦ Selected Behavioral Science Course (Choose one) PSYC 100 – Psychology of Human Relations PSYC 101 – General Psychology *		45	3
♦ Selected Mathematics Course (Choose one) MATH 100 – Applied General Math MATH 101 – Intermediate Algebra MATH 102 – College Algebra *		45	3
Total		225	15

Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 212	Training and Development	48	3
BUS 209	Principles of Insurance	48	3
BUS 220	Personal Finance	48	3
BUS 235 or ♦♦ BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
♦ Selected Communications Course (Choose one) COMM 101 – Communications and Career Strategies ENGL 101 – Composition * (CSS 100 – Career Search Strategies .5 credit)		45	3
Total		563	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

- ♦ **Prerequisite:** Students must have successfully completed ACCT 210 – Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 – Principles of Accounting II or BUS 236 – Financial Management.

- ♦♦ **Selected Electives:**

Fall Semester	Spring Semester
BUS 122 – Business Relationships	BSA 232 – Social Media Marketing
ENT 100 – Entrepreneurship Essentials	BUS 162 – Retail
	BUS 210 – Small Business Development
	BUS 238 – Business Innovations
	ENT 220 – Business Team Development

- ♦ Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 – Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate from the university system.

Business Associate • Marketing/Management Option

Semester Course Outline • 2019 – 2020

20 Months (4 Semesters, 1 Summer Session) • Revised: 1/29/19

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

**First Year – Fall Semester**

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 122	Business Relationships	45	3
BUS 160	Principles of Selling	45	3
ACCT 210	Principles of Accounting I	45	3
CSC 105	Computer Software Applications *	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 – Career Search Strategies .5 credit)	45	3
Total		270	18

First Year – Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CSC 125	Social Media Marketing or Advanced Computer Applications	45	3
♦ ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
♦ Selected Behavioral Science Course (Choose one) PSYC 100 – Psychology of Human Relations PSYC 101 – General Psychology *		45	3
♦♦ Selected Elective		45	3
Total		270	18

First Year – Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	Quickbooks	15	1
BUS 150	Advertising	45	3
ECON 201	Principles of Microeconomics I *	45	3
Total		105	7

Second Year – Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
♦ Selected Communications Course (Choose one) COMM 101 – Communications and Career Strategies ENGL 101 – Composition * (CSS 100 – Career Search Strategies .5 credit)		45	3
♦ Selected Mathematics Course (Choose one) MATH 100 – Applied General Math MATH 101 – Intermediate Algebra MATH 102 – College Algebra *		45	3
♦♦ Selected Elective		45	3
Total		225	15

Second Year – Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 162	Retailing	45	3
♦♦ BUS 210	Small Business Development	45	3
BUS 220	Personal Finance	45	3
BUS 238	Business Innovation	45	3
BUS 235 or ♦♦ BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Total		540	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

- ♦ **Prerequisite:** Students must have successfully completed ACCT 210 – Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 – Principles of Accounting II or BUS 236 – Financial Management.

- ♦♦ **Prerequisite:** Students must have successfully completed ACCT 210 – Principles of Accounting I and ACCT 211 – Principles of Accounting II or BUS 236 – Financial Management (or have approval from the instructor) before enrolling in BUS 210 – Small Business Development.

♦♦ Selected Electives

- | | |
|---------------------------------------|-------------------------------------|
| Fall Semester | Spring Semester |
| BSA 210 – Compensation and Benefits | BSA 108 – Employment Law |
| BUS 170 – Human Resource Management | BSA 212 – Training and Development |
| BUS 215 – Business Ethics | BSA 232 – Social Media Marketing |
| ENT 100 – Entrepreneurship Essentials | BUS 209 – Principles of Insurance |
| | ENT 220 – Business Team Development |

- ♦ Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 – Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate from the university system.

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between
LAKE AREA TECHNICAL INSTITUTE
and
SOUTH DAKOTA STATE UNIVERSITY

Agreement with Respect to Applying the
BUILDING TRADES TECHNOLOGY
Associate of Applied Sciences Degree Program
Towards the
CONSTRUCTION MANAGEMENT MAJOR
Bachelor of Science Degree Program

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and South Dakota State University (SDSU).

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide LATI students who have completed the A.A.S. degree in Building Trades Technology an opportunity to earn a Bachelor of Science degree with a major in Construction Management.

III. Academic Program

Graduation Requirements for the B.S.CM degree at SDSU:

Construction Management requirements:	56
General Education (SGR) credits:	30
Block Transfer credits from LATI Building Trades Technology:	34
Total Credits Required:	120

- A. Upon successful completion of the major requirements specified in III.B. below, SDSU will accept **34** technical course credits from the A.A.S. degree in Building Trades Technology for students majoring in Construction Management. Students must successfully complete the A.A.S. degree prior to transferring to SDSU for the technical course credits to be accepted. *Transferrable general education coursework taken at LATI is in addition to the 34 technical course credits.* Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at SDSU to earn a Bachelor of Science degree with a major in Construction Management are outlined below.

Major requirements: 27 credits

1. CM 210/210L, Construction Surveying & Lab (3 credits)
2. CM 320/320L, Construction Soil Mechanics & Lab (3 credits)
3. CM 353, Construction Structures (3 credits)
4. CM 374, Heavy Construction Methods and Systems (3 credits)
5. CM 400, Risk Management and Construction Safety (3 credits)
6. CM 410, Construction Project Management and Supervision (3 credits)
7. CM 443, Construction Planning and Scheduling (3 credits)
8. CM 471, Capstone Experience (2 credits)
9. CM 473, Construction Law & Accounting (3 credits)
10. CM 490, Seminar (1 credit)

Required Support Courses: 29 credits

1. ACCT 210, Principles of Accounting (3 credits)
2. ACCT 211, Principles of Accounting (3 credits)
3. BADM 360, Organization and Management (3 credits)
4. CSC 325, Management Information Systems (3 credits)
5. FIN 310, Business Finance (3 credits)
6. GE 231, Technology Society & Ethics (3 credits)
7. HRM 460, Human Resource Management OR
LEAD 435 Organizational Leadership & Team Development (3 credits)
8. MATH 121/121L, Survey of Calculus and Lab (5 credits)
9. STAT 281, Introduction to Statistics (3 credits)

The general education coursework to meet South Dakota Regental System General Education Requirements (SGR) must also be completed as outlined below. **This coursework may be taken at LATI if equivalent courses are available.** Please note that BOR Policy 2.5.13 states: “Total transfer credit for work at a two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution.” *For the BSCM program, that number is 60 credits.*

General Education Requirement Courses: 30 credits

1. Must include ENGL 101, Composition I, (SGR 1) (3 credits)
2. Must include ENGL 277, Technical Writing in Engineering (SGR 1) (3 credits)
3. Must include SPCM 101, Fundamentals of Speech, (SGR 2) (3 credits)
4. Must include ECON 201, Principles of Microeconomics (SGR 3) (3 credits)
5. Must include MATH 114, College Algebra (SGR 5) (3 credits)
6. Must include PHYS 111/111L, Introduction to Physics I & Lab (SGR 6) (4 credits)
7. Must include CHEM 106/106L Chemistry Survey (SGR 6) (4 credits) [2 credits count toward the CM major – applied to block transfer]
8. The remaining nine (9) credits must meet SGR 3 Social Sciences/Diversity (3 credits) and SGR 4 Humanities and Arts/Diversity (6 credits) requirements and be selected from the approved list of courses specified in the SDSU Catalog.

Total number of credits at SDSU: 86

Transfer credits from LATI: 34*

Total credits required: 120

*Transferable general education courses can be completed at LATI to a maximum of 60 transferrable credits.

Additional requirements:

1. Students transferring from Lake Area Technical Institute must have a cumulative GPA of “C” (2.0 on a 4.0 scale) and no course grade below a “C” (2.0 on a 4.0 scale).

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

This agreement will go into effect at the start of the Fall 2020 semester term at LATI and SDSU. The agreement applies to students who graduated from LATI in 2005 and subsequent years.

VII. Acceptance of Agreement

For South Dakota State University:

Dean, Jerome J. Lohr College of Engineering

Date: _____

Provost and Vice President for Academic Affairs

Date: _____

For Lake Area Technical Institute:

Diane Stiles
Lake Area Technical Institute

Date: September 25, 2019

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between
LAKE AREA TECHNICAL INSTITUTE
and
SOUTH DAKOTA STATE UNIVERSITY

Agreement with Respect to Applying the
Electronic Systems Technology
Associate of Applied Sciences Degree Program at LATI
Toward the
Electronics Engineering Technology
Bachelor of Science Degree Program at SDSU

I. Parties

The parties to this agreement are South Dakota State University (SDSU), Brookings SD and Lake Area Technical Institute (LATI), Watertown SD.

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide LATI students who have completed the A.A.S. degree in Electronic Systems Technology an opportunity to earn a B.S. degree with a major in Electronics Engineering Technology at SDSU.

III. Academic Program

Graduation Requirements for the B.S. EET degree at SDSU:

Electronics Engineering Technology requirements:	51
General Education (SGR) credits:	30
Block Transfer credits from LATI EST:	39
Total Credits Required:	120

- A. Upon successful completion of the major requirements specified in III.B. below, SDSU will accept **39 technical course credits** from the A.A.S. degree in Electronic Systems Technology for students majoring in Electronics Engineering Technology. Students must successfully complete the A.A.S. degree prior to transferring to SDSU for the block transfer course credits to be accepted. *Transferrable General Education coursework taken at LATI is in addition to the 39 technical course credits.* Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at SDSU to earn a Bachelor of Science degree with a major in Electronics Engineering Technology are outlined here.

Major requirements: 12 credits

1. ET 325/L, Advanced Analog Electronics & Lab (4 credits)
2. ET 345/L, Power Systems & Lab (3 credits)
3. ET 426/L, Communication Systems & Lab (3 credits)
4. ET 471, Capstone Experience (2 credits)

Required Support Courses: 39 credits

1. ACCT 210, Principles of Accounting I (3 credits)
2. ACCT 211, Principles of Accounting II (3 credits)
3. BADM 360, Organization & Management (3 credits)
4. CSC 325, Management Information Systems (3 credits)
5. FIN 310, Business Finance (3 credits)
6. GE 231, Technology Society & Ethics (3 credits)
7. HRM 460, Human Resource Management OR
LEAD 435 Organizational Leadership & Team Development (3 credits)
8. MATH 121/L, Survey of Calculus & Lab (5 credits)
9. MNET 367/L, Production Strategy & Lab (3 credits)
10. OM 462, Quality Management (3 credits)
11. OM 469, Project Management (2 credits)
12. OM 494, Internship (2 credits)
13. STAT 281, Introduction to Statistics (3 credits)

The general education coursework to meet South Dakota Regental System General Education Requirements (SGR) must also be completed as outlined below. ***This coursework may be taken at LATI if equivalent courses are available.*** Please note that BOR Policy 2.5.13 states: “Total transfer credit for work at a two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution.” *For the BSEET program, that number is 60 credits.*

General Education (SGR) Courses: 30 credits

1. Must include ENGL 101, Composition I, (SGR 1) (3 credits)
2. Must include ENGL 277, Technical Writing in Engineering (SGR 1) (3 credits)
3. Must include SPCM 101, Fundamentals of Speech, (SGR 2) (3 credits)
4. Must include ECON 201, Principles of Microeconomics (SGR 3) (3 credits)
5. Must include MATH 114, College Algebra (SGR 5) (3 credits)
6. Must include PHYS 111/L, Introduction to Physics I & Lab (SGR 6) (4 credits)
7. Must include PHYS 113/L, Introduction to Physics II & Lab (SGR 6) (4 credits) [2 credits count toward EET major – applied to block transfer]
8. The remaining nine (9) credits must meet SGR 3 Social Sciences/Diversity (3 credits) and SGR 4 Humanities and Arts/Diversity (6 credits) requirements and be selected from the approved list of courses in the SDSU Catalog.

Total number of credits at SDSU: 81

Transfer credits from LATI: 39*

Total credits required: 120

*Transferable general education courses can be completed at LATI to a maximum of 60 transferrable credits.

Additional requirements:

1. Students transferring from Lake Area Technical Institute must have a cumulative GPA of “C” (2.0 on a 4.0 scale) and no course grade below a “C” (2.0 on a 4.0 scale).

IV. Obligations

Both parties agree to confer with each other on a regular basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

This agreement will go into effect at the start of the Fall 2020 semester term at LATI and SDSU. The agreement applies to students who graduated from LATI in 2005 and subsequent years.

VII. Acceptance of Agreement

For South Dakota State University:

Dean, Jerome J. Lohr College of Engineering

Date: _____

Provost and Vice President for Academic Affairs

Date: _____

For Lake Area Technical Institute:

Diane Stiles
Lake Area Technical Institute

Date: *September 25, 2019*

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between
LAKE AREA TECHNICAL INSTITUTE
and
SOUTH DAKOTA STATE UNIVERSITY

Agreement with Respect to Applying the
Electronic Systems Technology
Associate of Applied Sciences Degree Program at LATI
Toward the
Operations Management
Bachelor of Science Degree Program at SDSU

I. Parties

The parties to this agreement are South Dakota State University (SDSU), Brookings SD and Lake Area Technical Institute (LATI), Watertown SD.

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide LATI students who have completed the A.A.S. degree in Electronic Systems Technology an opportunity to earn a B.S. degree with a major in Operations Management.

III. Academic Program

Graduation Requirements for the B.S. OM degree at SDSU:

Operations Management requirements:	49
General Education (SGR) credits:	30
Block Transfer credits from LATI EST:	41
Total Credits Required:	120

- A. Upon successful completion of the major requirements specified in III.B. below, SDSU will accept **41 technical course credits** from the A.A.S. degree in Electronic Systems Technology for students majoring in Operations Management. Students must successfully complete the A.A.S. degree prior to transferring to SDSU for the block transfer course credits to be accepted. *Transferrable General Education coursework taken at LATI is in addition to the 41 technical course credits.* Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at SDSU to earn a Bachelor of Science degree with a major in Operations Management are outlined here.

Major requirements: 25 credits

- 1.MNET 367/L, Production Strategy & Lab (3 credits)
- 2.MNET 460, Manufacturing Cost Analysis (3 credits)
- 3.OM 425, Production / Operations Management (3 credits)
- 4.OM 462, Quality Control (3 credits)
- 5.OM 463, Supply Chain Management (3 credits)
- 6.OM 465, Quality Control Applications (3 credits)
- 7.OM 469, Project Management (2 credits)
- 8.OM 471, Capstone Experience (1 credit)
- 9.OM 494, Internship (3 credits)
- 10.OM 490, Seminar (1 credit)

Required Support Courses: 29 credits

- 1.ACCT 210, Principles of Accounting I (3 credits)
- 2.ACCT 211, Principles of Accounting II (3 credits)
- 3.BADM 360, Organization & Management (3 credits)
- 4.CSC 325, Management Information Systems (3 credits)
- 5.FIN 310, Business Finance (3 credits)
- 6.GE 425, Occupational Safety & Health Management (3 credits)
- 7.HRM 460, Human Resource Management OF
LEAD 435 Organizational Leadership & Team Development (3 credits)
- 8.MATH 121/L, Survey of Calculus & Lab (5 credits)
- 9.STAT 281, Introduction to Statistics (3 credits)

The general education coursework to meet South Dakota Regental System General Education Requirements (SGR) must also be completed as outlined below. ***This coursework may be taken at LATI if equivalent courses are available.*** Please note that BOR Policy 2.5.13 states: “Total transfer credit for work at a two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution.” *For the BSOM program, that number is 60 credits.*

General Education (SGR) Courses: 30 credits

1. Must include ENGL 101, Composition I, (SGR 1) (3 credits)
2. Must include ENGL 277, Technical Writing in Engineering (SGR 1) (3 credits)
3. Must include SPCM 101, Fundamentals of Speech, (SGR 2) (3 credits)
4. Must include ECON 201, Principles of Microeconomics (SGR 3) (3 credits)
5. Must include MATH 114, College Algebra (SGR 5) (3 credits)
6. Must include CHEM 106/106L Chemistry Survey (4 credits) [2 credits count toward OM major – applied to block transfer]
7. Must include PHYS 111/111L, Introduction to Physics I & Lab (SGR 6) (4 credits)
8. The remaining nine (9) credits must meet SGR 3 Social Sciences/Diversity (3 credits) and SGR 4 Humanities and Arts/Diversity (6 credits) requirements and be selected from the approved list of courses specified in the SDSU Catalog.

Total number of credits at SDSU: 79

Transfer credits from LATI: 41*

Total credits required: 120

*Transferable general education courses can be completed at LATI to a maximum of 60 transferrable credits.

Additional requirements:

1. Students transferring from Lake Area Technical Institute must have a cumulative GPA of “C” (2.0 on a 4.0 scale) and no course grade below a “C” (2.0 on a 4.0 scale).

IV. Obligations

Both parties agree to confer with each other on a regular basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

This agreement will go into effect at the start of the Fall 2020 semester term at LATI and SDSU. The agreement applies to students who graduated from LATI in 2005 and subsequent years.

VII. Acceptance of Agreement

For South Dakota State University:

Dean, Jerome J. Lohr College of Engineering

Date: _____

Provost and Vice President for Academic Affairs

Date: _____

For Lake Area Technical Institute:

Diane Stiles
Lake Area Technical Institute

Date: *September 25, 2019*

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between
LAKE AREA TECHNICAL INSTITUTE
and
SOUTH DAKOTA STATE UNIVERSITY

Agreement with Respect to Applying the
Precision Machining
Associate of Applied Sciences Degree Program at LATI
Toward the
Operations Management
Bachelor of Science Degree Program at SDSU

I. Parties

The parties to this agreement are South Dakota State University (SDSU), Brookings SD and Lake Area Technical Institute (LATI), Watertown SD.

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide LATI students who have completed the A.A.S. degree in Precision Machining an opportunity to earn a Bachelor of Science degree with a major in Operations Management (Manufacturing emphasis).

III. Academic Program

Graduation Requirements for the BS in Operations Management at SDSU

Operations Management Major requirements:	54
General Education (SGR & IGR) credits:	30
<u>Block Transfer credits from LATI Precision Machining:</u>	<u>36</u>
Total Credits Required:	120

- A. Upon successful completion of the major requirements specified in III.B. below, SDSU will accept **36 technical course credits** from the A.A.S. degree in Precision Machining for students majoring in Operations Management. Students must successfully complete the A.A.S. degree prior to transferring to SDSU for the block transfer course credits to be accepted. *General Education coursework is in addition to the 36 technical course credits.* Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.

- B. Requirements to be completed at SDSU to earn a Bachelor of Science degree with a major in Operations Management are outlined below.

Major requirements: 25 credits

- 1.MNET 367/L, Production Strategy & Lab (3 credits)
- 2.MNET 460, Manufacturing Cost Analysis (3 credits)
- 3.OM 425, Production / Operations Management (3 credits)
- 4.OM 462, Quality Control (3 credits)
- 5.OM 463, Supply Chain Management (3 credits)
- 6.OM 465, Quality Control Applications (3 credits)
- 7.OM 469, Project Management (2 credits)
- 8.OM 471/L, Capstone Experience & Lab (1 credit)
- 9.OM 494, Internship (3 credits)
- 10.OM 490, Seminar (1 credit)

Required Support Courses: 29 credits

- 1.ACCT 210, Principles of Accounting I (3 credits)
- 2.ACCT 211, Principles of Accounting II (3 credits)
- 3.BADM 360, Organization & Management (3 credits)
- 4.CSC 325, Management Information Systems (3 credits)
- 5.FIN 310, Business Finance (3 credits)
- 6.GE 425, Occupational Safety & Health Management (3 credits)
- 7.HRM 460, Human Resource Management or LEAD 435 Organizational Leadership & Team Development (3 credits)
- 8.MATH 121/L, Survey of Calculus & Lab (5 credits)
- 9.STAT 281, Introduction to Statistics (3 credits)

The general education coursework to meet South Dakota Regental System General Education Requirements (SGR) and SDSU Institutional Graduation Requirements (IGR) must also be completed as outlined below. ***This coursework may be taken at LATI if equivalent courses are available.*** Please note that BOR Policy 2.5.13 states: “Total transfer credit for work at a two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution.” *For the BSOM program, that number is 60 credits.*

General Education (SGR) Courses: 30 credits

- 1.Must include ENGL 101, Composition I, (SGR 1) (3 credits)
- 2.Must include ENGL 277, Technical Writing in Engineering (SGR 1) (3 credits)
- 3.Must include SPCM 101, Fundamentals of Speech, (SGR 2) (3 credits)
- 4.Must include ECON 201, Principles of Microeconomics (SGR 3) (3 credits)
- 5.Must include MATH 114, College Algebra (SGR 5) (3 credits)
- 6.Must include CHEM 106/L Chemistry Survey (4 credits) [2 credits count toward OM major – applied to block transfer]
- 7.Must include PHYS 111/L, Introduction to Physics I & Lab (SGR 6) (4 credits)
- 8.The remaining nine (9) credits must meet SGR 3 Social Sciences/Diversity (3 credits) and SGR 4 Humanities and Arts/Diversity (6 credits) requirements and be selected from the approved list of courses specified in the SDSU Catalog.

Total number of credits at SDSU: 84

Transfer credits from LATI: 36*

Total credits required: 120

*Transferable general education courses can be completed at LATI to a maximum of 60 transferrable credits.

Additional requirements:

1. Students transferring from Lake Area Technical Institute must have a cumulative GPA of “C” (2.0 on a 4.0 scale) and no course grade below a “C” (2.0 on a 4.0 scale).

IV. Obligations

Both parties agree to confer with each other on a regular basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

This agreement will go into effect at the start of the Fall 2020 semester term at LATI and SDSU. The agreement applies to students who graduated from LATI in 2005 and subsequent years.

VII. Acceptance of Agreement

For South Dakota State University:

Dean, Jerome J. Lohr College of Engineering

Date: _____

Provost and Vice President for Academic Affairs

Date: _____

For Lake Area Technical Institute:

Diane Stiles
Lake Area Technical Institute

Date: September 25, 2019

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between
LAKE AREA TECHNICAL INSTITUTE
and
SOUTH DAKOTA STATE UNIVERSITY

Agreement with Respect to Applying the
Robotics
Associate of Applied Sciences Degree Program at LATI
Toward the
Electronics Engineering Technology
Bachelor of Science Degree Program at SDSU

I. Parties

The parties to this agreement are South Dakota State University (SDSU), Brookings SD and Lake Area Technical Institute (LATI), Watertown SD.

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institutions' programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide LATI students who have completed the A.A.S. degree in Robotics an opportunity to earn a B.S. degree with a major in Electronics Engineering Technology.

III. Academic Program

Graduation Requirements for the B.S. EET degree at SDSU:

Electronics Engineering Technology requirements:	51
General Education (SGR) credits:	30
Block Transfer credits from LATI Robotics:	39
Total Credits Required:	120

- A. Upon successful completion of the major requirements specified in III.B. below, SDSU will accept **39 technical course credits** from the A.A.S. degree in Robotics for students majoring in Electronics Engineering Technology. Students must successfully complete the A.A.S. degree prior to transferring to SDSU for the block transfer course credits to be accepted. *General Education coursework is in addition to the 39 technical course credits.* Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.
- B. Requirements to be completed at SDSU to earn a Bachelor of Science degree with a major in Electronics Engineering Technology are outlined here.

Major requirements: 12 credits

1. ET 325/L, Advanced Analog Electronics & Lab (4 credits)
2. ET 380/L, Circuit Boards & Design & Lab (3 credits)
3. ET 426/L, Communication Systems & Lab (3 credits)
4. ET 471, Capstone Experience (2 credits)

Required Support Courses: 39 credits

1. ACCT 210, Principles of Accounting I (3 credits)
2. ACCT 211, Principles of Accounting II (3 credits)
3. BADM 360, Organization & Management (3 credits)
4. CSC 325, Management Information Systems (3 credits)
5. FIN 310, Business Finance (3 credits)
6. GE 231, Technology Society & Ethics (3 credits)
7. HRM 460, Human Resource Management or LEAD 435 Organizational Leadership & Team Development (3 credits)
8. MATH 121/L, Survey of Calculus & Lab (5 credits)
9. MNET 367/L, Production Strategy & Lab (3 credits)
10. OM 462, Quality Management (3 credits)
11. OM 469, Project Management (2 credits)
12. OM 494, Internship (2 credits)
13. STAT 281, Introduction to Statistics (3 credits)

The general education coursework to meet South Dakota Regental System General Education Requirements (SGR) must also be completed as outlined below. ***This coursework may be taken at LATI if equivalent courses are available.*** Please note that BOR Policy 2.5.13 states: “Total transfer credit for work at a two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution.” *For the BSEET program, that number is 60 credits.*

General Education (SGR) Courses: 30 credits

1. Must include ENGL 101, Composition I, (SGR 1) (3 credits)
2. Must include ENGL 277, Technical Writing in Engineering (SGR 1) (3 credits)
3. Must include SPCM 101, Fundamentals of Speech, (SGR 2) (3 credits)
4. Must include ECON 201, Principles of Microeconomics (SGR 3) (3 credits)
5. Must include MATH 114, College Algebra (SGR 5) (3 credits)
6. Must include PHYS 111/L, Introduction to Physics I & Lab (SGR 6) (4 credits)
7. Must include PHYS 113/L, Introduction to Physics II & Lab (SGR 6) (4 credits)
[2 credits count toward EET major – applied to block transfer]
8. The remaining nine (9) credits must meet SGR 3 Social Sciences/Diversity (3 credits) and SGR 4 Humanities and Arts/Diversity (6 credits) requirements and be selected from the approved list of courses specified in the SDSU Catalog.

Total number of credits at SDSU: 81

Transfer credits from LATI: 39*

Total credits required: 120

*Transferable general education courses can be completed at LATI to a maximum of 60 transferrable credits.

Additional requirements:

1. Students transferring from Lake Area Technical Institute must have a cumulative GPA of “C” (2.0 on a 4.0 scale) and no course grade below a “C” (2.0 on a 4.0 scale).

IV. Obligations

Both parties agree to confer with each other on a regular basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

This agreement will go into effect at the start of the Fall 2020 semester term at LATI and SDSU. The agreement applies to students who graduated from LATI in 2005 and subsequent years.

VII. Acceptance of Agreement

For South Dakota State University:

Dean, Jerome J. Lohr College of Engineering

Date: _____

Provost and Vice President for Academic Affairs

Date: _____

For Lake Area Technical Institute:

Diane Stiles
Lake Area Technical Institute

Date: *September 25, 2019*

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the
**Associate of Applied Sciences Degree Program in
 Business Associate Marketing/Management Option**

Towards the
**Business Economics Major
 Bachelor of Science or Arts Degree Program**

Between
 LAKE AREA TECHNICAL INSTITUTE
 and
 SOUTH DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Lake Area Technical Institute (LATI) and South Dakota State University (SDSU).

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institution's programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide LATI students who have completed the A.A.S. degree in Business Associate Marketing/Management Option an opportunity to earn a Bachelor of Science or Arts degree with a major in Business Economics at SDSU.

III. Academic Program

- A. Upon successful completion of the major requirements, as indicated below, SDSU will accept 23 technical course credits from the A.A.S. degree in Business Associate. Additional transferable system general education credits may be earned at LATI, but no more than 60 credits total may be transferred from LATI to SDSU. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.
- B. Requirements to be completed at SDSU to earn a Bachelor of Science or Arts degree with a major in Business Economics are outlined below.

The general education coursework to meet South Dakota Regental System's General Education Requirements (SGR) must also be completed as outlined below. This coursework may be taken at LATI if equivalent courses are available. Please note that BOR Policy 2.5 states, "Total transfer credit for work at two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution unless an approved program-specific waiver exists." For this program, that number is 60 credits.

System General Education Requirements SGRs 15-24 credits from SDSU (6-15 credits transfer from LATI to SDSU) from classes on the approved lists in SDSU Bulletin.

1. SGR Goal #1: Written Communication: *ENGL 101** & ENGL 201 Composition I & II (3-6 credits)
2. SGR Goal #2: Oral Communication. *SPCM 101*** Fundamentals of Speech (0 credits)
3. SGR Goal #3: Social Sciences/Diversity (0-3 credits in two disciplines *PSYCH 101** and *ECON 201***)
4. SGR Goal #4: Humanities and Arts/Diversity (6 credits in two disciplines or in a sequence of modern foreign language courses)
5. SGR Goal #5: Mathematics (0-3 credits *MATH 114**)
6. SGR Goal #6: Natural Sciences (6 credits)

**If the starred courses above are taken at LATI, they will reduce the number of credits needed from SDSU to satisfy the BOR SGR requirements.*

***SPCM101 and ECON 201 are required in the LATI Marketing/Management program and satisfy SGR #2 and 3 credits of SGR #3, respectively.*

College of Arts, Humanities and Social Sciences Requirements (7-9+ credits)

Bachelor of Science Degree Requirements 7+ credits

1. Natural Sciences Class (4 credits) from the approved list in SDSU Bulletin, taken as needed to earn 10 or more science credits from at least two different disciplines, with a minimum of two labs
2. A minor, second major, teaching specialization: Satisfied in full by completion of the A.A.S. degree from LATI.
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Bachelor of Arts Degree Requirements 9+ credits

1. Completion of a Modern Foreign Language through the 202 level (6+ credits)
2. A minor, second major, teaching specialization: Satisfied in full by completion of the A.A.S. degree from LATI.
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Major Requirements (55-60 credits)

1. ECON 201**, Principles of Microeconomics (0 Credits)
2. ECON 202*, Principles of Macroeconomics (0-3 Credits)
3. BLAW 350, Legal Environment of Business (3 Credits)
4. DSCI 424, Operations Research
or BADM 321, Business Statistics II (3 Credits)
5. ECON 301, Intermediate Microeconomics
OR ECON 431, Managerial Economics (3 Credits)
6. ECON 302, Intermediate Macroeconomics
OR ECON 330, Money and Banking (3 Credits)
7. ECON 319, Seminar with Industry Leaders (1 Credit)
8. FIN 310, Business Finance (3 Credits)
9. HRM 460, Human Resource Management (3 Credits)
10. MGMT/ CSC 325, Management Information Systems (3 Credits)
11. MGMT 360, Organization and Management (3 Credits)

12. MKTG 370, Marketing (3 Credits)
 13. BADM 485, Business and Financial Decisions in a Global Economy (capstone) (3 credits)
 14. Upper-division Electives in the following subject areas (15 credits)
ACCT/AGEC/BADM/BLAW/DSCI/ECON/ENTR/FIN/HRM/MGMT/MKTG
 15. ENGL 379, Technical Communication (3 Credits)
 16. STAT 281, Introduction to Statistics (3 Credits)
 17. Math 121 or 123 Survey of Calculus and Lab or Calculus I (4-5 credits)
- *If the starred courses above are taken at LATI, they will reduce the number of credits needed from SDSU to satisfy the Business Economics major requirements.*
- **ECON 201 is required in the LATI Marketing/Management program and satisfies 3 credits of SGR #3 and the Business Economics major requirements.*

Program or General Electives (0 credits): if/as needed to reach 120 credit hours total required for graduation.

Academic Requirements Students must earn a grade of “C” or better in CSC/MGMT 325 Management Information Systems, FIN 310 Business Finance, HRM 460 Human Resource Management, and MGMT 360 Organization and Management.

Total minimum number of credits at SDSU: 91

Total minimum number of credits from LATI: 29

Total minimum credits required: 120

Additional Requirements:

1. Students transferring from Lake Area Technical Institute must have a cumulative GPA of “C” (2.0 on a 4.0 scale)
2. At least 33 credits for the degree must be upper-division (300 or higher) courses.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Lake Area Technical Institute with approval from the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

Start Date of Spring 2020 Terms at LATI and SDSU. The agreement applies to students who graduated from LATI within the 10 years immediately prior to application and admission into SDSU.

VII. Acceptance of Agreement**For South Dakota State University**

_____ Date: _____
Dean, College of Arts, Humanities and Social Sciences

_____ Date: _____
Provost and Vice President for Academic Affairs

For Lake Area Technical Institute

_____ Date: _____
President, Lake Area Technical Institute

APPENDIX A
PLAN OF STUDY FOR
Associate of Applied Science in Business Associate Marketing/Management option at Lake
Area Technical Institute to enroll in SDSU's Bachelor of Science or Arts with a major in
Business Economics

AAS DEGREE IN BUSINESS ASSOCIATE 76 CREDITS

LATI General Education Coursework, Suggested For Transfer to SDSU

- ECON 201, Principles of Microeconomics I (3 credits)
- ECON 202, Principles of Macroeconomics II (3 credits)
- ENGL 101, Composition (3 credits)
- MATH 114, College Algebra (3 credits)
- PSYC 101, General Psychology (3 credits)
- SPCM 101, Fundamentals of Speech (3 credits)
-

The following two courses are not transferable to SDSU for credit, but must be taken at LATI to seamlessly articulate into the Business Economics major at SDSU:

- ACCT 210 Principles of Accounting I
- ACCT 211 Principles of Accounting II

Business Associate • Human Resources Option

Semester Course Outline • 2019 – 2020

20 Months (4 Semesters, 1 Summer Session) • Revised: 1/29/19

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

**First Year Fall Semester**

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 160	Principles of Selling	45	3
BUS 170	Human Resource Management	45	3
BUS 215	Business Ethics	45	3
ACCT 210	Principles of Accounting I	45	3
CSC 105	Computer Software Applications *	45	3
Total		270	18

First Year Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 108	Employment Law	45	3
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CSC 125	Social Media Marketing or Advanced Computer Applications	45	3
♦ ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
♦ Selected Social Science Course (Choose one) ECON 105 – Leadership in the Global Workplace ECON 201 – Principles of Microeconomics I * ECON 202 – Principles of Macroeconomics II * SOC 100 – Introduction to Sociology *		45	3
Total		270	18

First Year Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	Quickbooks	15	1
BUS 150	Advertising	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 – Career Search Strategies .5 credit)	45	3
Total		105	7

Second Year – Fall Semester

Course Number	Course Title	Clock Hours	Credits
BSA 210	Compensation Benefits	45	3
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
♦ Selected Behavioral Science Course (Choose one) PSYC 100 – Psychology of Human Relations PSYC 101 – General Psychology *		45	3
♦ Selected Mathematics Course (Choose one) MATH 100 – Applied General Math MATH 101 – Intermediate Algebra MATH 102 – College Algebra *		45	3
Total		225	15

Spring Semester

Course Number	Course Title	Clock Hours	Credits
BSA 212	Training and Development	48	3
BUS 209	Principles of Insurance	48	3
BUS 220	Personal Finance	48	3
BUS 235 or ♦♦ BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
♦ Selected Communications Course (Choose one) COMM 101 – Communications and Career Strategies ENGL 101 – Composition * (CSS 100 – Career Search Strategies .5 credit)		45	3
Total		563	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

♦ **Prerequisite:** Students must have successfully completed ACCT 210 – Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 – Principles of Accounting II or BUS 236 – Financial Management.

♦♦ **Selected Electives:** Fall Semester
BUS 122 – Business Relationships
ENT 100 – Entrepreneurship Essentials

Spring Semester
BSA 232 – Social Media Marketing
BUS 162 – Retail
BUS 210 – Small Business Development
BUS 238 – Business Innovations
ENT 220 – Business Team Development

♦ Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 – Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate from the university system.

Business Associate • Marketing/Management Option

Semester Course Outline • 2019 – 2020

20 Months (4 Semesters, 1 Summer Session) • Revised: 1/29/19

Associate of Applied Science (A.A.S.) Degree • Credits Required for Graduation: 76

**First Year – Fall Semester**

Course Number	Course Title	Clock Hours	Credits
BUS 101	Introduction to Business	45	3
BUS 122	Business Relationships	45	3
BUS 160	Principles of Selling	45	3
ACCT 210	Principles of Accounting I	45	3
CSC 105	Computer Software Applications *	45	3
SPCM 101	Fundamentals of Speech * (CSS 100 – Career Search Strategies .5 credit)	45	3
Total		270	18

First Year – Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 120	Principles of Marketing	45	3
BUS 230	Management Policy	45	3
BSA 232 or CSC 125	Social Media Marketing or Advanced Computer Applications	45	3
♦ ACCT 211 or BUS 236	Principles of Accounting II or Financial Management	45	3
♦ Selected Behavioral Science Course (Choose one) PSYC 100 – Psychology of Human Relations PSYC 101 – General Psychology *		45	3
♦♦ Selected Elective		45	3
Total		270	18

First Year – Summer Session

Course Number	Course Title	Clock Hours	Credits
BSA 230	Quickbooks	15	1
BUS 150	Advertising	45	3
ECON 201	Principles of Microeconomics I *	45	3
Total		105	7

Second Year – Fall Semester

Course Number	Course Title	Clock Hours	Credits
BUS 140	Business Law	45	3
BUS 244	International Business	45	3
♦ Selected Communications Course (Choose one) COMM 101 – Communications and Career Strategies ENGL 101 – Composition * (CSS 100 – Career Search Strategies .5 credit)		45	3
♦ Selected Mathematics Course (Choose one) MATH 100 – Applied General Math MATH 101 – Intermediate Algebra MATH 102 – College Algebra *		45	3
♦♦ Selected Elective		45	3
Total		225	15

Second Year – Spring Semester

Course Number	Course Title	Clock Hours	Credits
BUS 162	Retailing	45	3
♦♦ BUS 210	Small Business Development	45	3
BUS 220	Personal Finance	45	3
BUS 238	Business Innovation	45	3
BUS 235 or ♦♦ BUS 240 plus Elective	Business Internship or Business Internship plus Elective	360	6
Total		540	18

All elective and/or additional courses not listed on your current program outline must be approved by your adviser and appropriately identified on the current program semester outline of any Business Associate Option or Financial Services Option.

♦ **Prerequisite:** Students must have successfully completed ACCT 210 – Principles of Accounting I (or have approval from the instructor) before enrolling in ACCT 211 – Principles of Accounting II or BUS 236 – Financial Management.

♦♦ **Prerequisite:** Students must have successfully completed ACCT 210 – Principles of Accounting I and ACCT 211 – Principles of Accounting II or BUS 236 – Financial Management (or have approval from the instructor) before enrolling in BUS 210 – Small Business Development.

♦♦♦ **Selected Electives**

Fall Semester
BSA 210 – Compensation and Benefits
BUS 170 – Human Resource Management
BUS 215 – Business Ethics
ENT 100 – Entrepreneurship Essentials

Spring Semester
BSA 108 – Employment Law
BSA 212 – Training and Development
BSA 232 – Social Media Marketing
BUS 209 – Principles of Insurance
ENT 220 – Business Team Development

♦ Students will select a course in each of the areas listed to meet general education requirements. Courses marked with an asterisk (*) can be transferred directly to the university system and may be substituted for recommended courses on the outline. Students should speak with an advisor before doing so.

Students who select to take transferable communications course ENGL 101, must also register for CSS 100 – Career Search Strategies for .5 credit. This curriculum is required for all Lake Area Tech graduates and is included in the COMM 101 course but is separate from the university system.

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the
**Associate of Applied Sciences Degree Program in
 Business – Business and Technology**

Towards the
**Entrepreneurial Studies Major
 Bachelor of Science Degree
 Bachelor of Arts Degree**

Between
 Western Dakota Tech
 and
 SOUTH DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Western Dakota Tech (WDT) and South Dakota State University (SDSU).

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institution's programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide WDT students who have completed the A.A.S. degree in Business – Business and Technology an opportunity to earn a Bachelor of Science or Bachelor of Arts degree with a major in Entrepreneurial Studies at SDSU.

III. Academic Program

- A. Upon successful completion of the major requirements, as indicated below in III.B, SDSU will accept 38 technical course credits from the A.A.S. degree in Business – Business and Technology. Additional transferable system general education credits may be earned at WDT and may be transferred to SDSU. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.
- B. Requirements to be completed at SDSU to earn a Bachelor of Science or a Bachelor of Arts degree with a major in Entrepreneurial Studies are outlined below.

The general education coursework to meet South Dakota Regental System's General Education Requirements (SGR) must also be completed as outlined below. This coursework may be taken at WDT if equivalent courses are available. Please note that BOR Policy 2.5 states, "Total transfer credit for work at two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution unless an approved program-specific waiver exists." For this program, that number is 60 credits.

System General Education Requirements SGRs (22-23 credits from classes on the approved lists in the SDSU Bulletin).

1. SGR Goal #1: Written Communication: ENGL 101 Composition I and ENGL 201 Composition II (6 credits)
2. SGR Goal #4: Humanities and Arts/Diversity (6 credits in 2 disciplines or a sequence of foreign language courses)
3. SGR Goal #5: Mathematics: MATH 121-121L or MATH 123 (4-5 Credits)
4. SGR Goal #6: Natural Sciences (6 credits)

College of Arts, Humanities and Social Sciences Degree Requirements (3-9 credits)

Bachelor of Science Degree (7 credits)

1. Natural Sciences Class (4 credits) from the approved list in SDSU Bulletin, taken as needed to earn 10 or more science credits from at least two different disciplines, with a minimum of two lab
2. A minor, second major, teaching specialization: *Satisfied in full by completion of the A.A.S. degree from WDT.*
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Bachelor of Arts Degree (3-9 credits):

1. Completion of a Modern Foreign Language through the 202 level (0-6 credits)
2. A minor, second major, teaching specialization: *Satisfied in full by completion of the A.A.S. degree from WDT.*
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Major Requirements (57 credits)

1. BADM 485 - Business and Financial Decisions in a Global Economy (3 credits) (Capstone)
2. BLAW 350 - Legal Environment of Business (3 credits)
3. DSCI 424 - Operations Research or ECON 423 - Introduction to Econometrics (3 credits)
4. ECON 201 - Principles of Microeconomics (3 credits)
5. ECON 301 - Intermediate Microeconomics or ECON 431- Managerial Economics (3 credits)
6. ECON 302 - Intermediate Macroeconomics or ECON 330 - Money and Banking (3 credits)
7. ECON 319 - Seminar with Industry Leaders (1 credit)
8. FIN 310 - Business Finance (3 credits)
9. HRM 460 - Human Resource Management (3 credits)
10. MGMT/CSC 325 - Management Information Systems (3 credits)
11. MGMT 360 - Organization and Management (3 credits)
12. MKTG 370 - Marketing (3 credits)
13. Upper-division Electives in ACCT, BADM, BLAW, ECON, FIN, HRM, MGMT, MKTG; and/or DSCI 424 or DSCI/ECON 453 (15 credits)
14. ENGL 379 - Technical Communication (3 credits)
15. STAT 281 - Introduction to Statistics (3 credits)

Program or General Electives (0 credits): if/as needed to reach 120 credit hours total required for graduation.

Total minimum number of credits at SDSU: 82

Total number of technical credits from WDT: 38

Total minimum credits required: 120

Additional Requirements:

1. Students transferring from Western Dakota Tech must have a cumulative GPA of "C" (2.0 on a 4.0 scale) and no course grade below a "C" (2.0 on a 4.0 scale).
2. At least 33 credits for the bachelor's degree must be upper-division (300 or higher) courses.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Western Dakota Tech with approval from the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

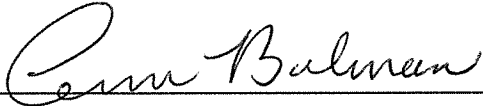
Start Date of Fall 2019 Terms at WDT and SDSU. The agreement applies to students who graduated from WDT within the 10 years immediately prior to application and admission into SDSU.


Acceptance of Agreement**For South Dakota State University**

Date: _____
Dean, College of Arts, Humanities and Social Sciences

Date: _____
Provost and Vice President for Academic Affairs

For Western Dakota Tech

_____
Date: 9-24-19
President

_____
Date: 9/24/2019
Vice President for Teaching and Learning

APPENDIX A
PLAN OF STUDY FOR
Associate of Applied Science in Business – Business and Technology to enroll in SDSU's
Bachelor's Degree in Business Economics

63 CREDITS AAS DEGREE IN BUSINESS – BUSINESS AND TECHNOLOGY

- 15 credits in general education
- 48 credits in technical education

GENERAL EDUCATION REQUIREMENTS 15 Credits

- CIS 105 Microcomputer Software Applications I (3 credits)
- ECON 202 Principles Of Macroeconomics Online (3 credits)
- MATH 112 Business Mathematics (3 credits)
- PSYC 101 General Psychology (3 credits)
- SPCM 101 Fundamentals Of Speech (3 credits)

Technical Requirements Total 48 Credits

- ACCT 120 Principles Of Accounting I (3 credits)
- ACCT 228 Quickbooks Accounting (3 credits)
- BUS 120 Principles Of Marketing (3 credits)
- BUS 140 Business Law (3 credits)
- BUS 141 Written Communications For Business (3 credits)
- BUS 158 Web Design For Business (3 credits)
- BUS 162 Project Management (3 credits)
- BUS 166 Digital Image Design For Business (3 credits)
- BUS 205 Social Media Marketing (3 credits)
- BUS 210 Supervisory Management (3 credits)
- BUS 215 Search Engine Marketing (3 credits)
- BUS 218 Design Essentials (3 credits)
- BUS 224 Personal Finance (3 credits)
- BUS 233 Small Business Entrepreneurship (3 credits)
- BUS 241 Advanced Computer Applications For Business (3 credits)
- BUS 291 Internship (3 credits) Or BUS 228 Personal Investments (3 credits)

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the
**Associate of Applied Sciences Degree Program in
 Business – Business and Technology**

Towards the
**Business Economics Major
 Bachelor of Science Degree
 Bachelor of Arts Degree**

Between
 Western Dakota Tech
 and
 South Dakota State University

I. Parties

The parties to this agreement are Western Dakota Tech (WDT) and South Dakota State University (SDSU).

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institution's programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide WDT students who have completed the A.A.S. degree in Business – Business and Technology an opportunity to earn a Bachelor of Science or Bachelor of Arts degree with a major in Business Economics at SDSU.

III. Academic Program

- A. Upon successful completion of the major requirements, as indicated below in III.B, SDSU will accept 38 technical course credits from the A.A.S. degree in Business – Business and Technology. Additional transferable system general education credits may be earned at WDT and may be transferred to SDSU. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.
- B. Requirements to be completed at SDSU to earn a Bachelor of Science or a Bachelor of Arts degree with a major in Business Economics are outlined below.

The general education coursework to meet South Dakota Regental System's General Education Requirements (SGR) must also be completed as outlined below. This coursework may be taken at WDT if equivalent courses are available. Please note that BOR Policy 2.5 states, "Total transfer credit for work at two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution unless an

approved program-specific waiver exists.” For this program, that number is 60 credits.

System General Education Requirements SGRs (22-23 credits from classes on the approved lists in the SDSU Bulletin).

1. SGR Goal #1: Written Communication: ENGL 101 Composition I and ENGL 201 Composition II (6 credits)
2. SGR Goal #4: Humanities and Arts/Diversity (6 credits in 2 disciplines or a sequence of foreign language courses)
3. SGR Goal #5: Mathematics: MATH 121-121L or MATH 123 (4-5 Credits)
4. SGR Goal #6: Natural Sciences (6 credits)

College of Arts, Humanities and Social Sciences Degree Requirements (3-9 credits)

Bachelor of Science Degree (7 credits)

1. Natural Sciences Class (4 credits) from the approved list in SDSU Bulletin, taken as needed to earn 10 or more science credits from at least two different disciplines, with a minimum of two lab
2. A minor, second major, teaching specialization: *Satisfied in full by completion of the A.A.S. degree from WDT.*
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Bachelor of Arts Degree (3-9 credits):

1. Completion of a Modern Foreign Language through the 202 level (0-6 credits)
2. A minor, second major, teaching specialization: *Satisfied in full by completion of the A.A.S. degree from WDT.*
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Major Requirements (57 credits)

1. BADM 485 - Business and Financial Decisions in a Global Economy (3 credits) (Capstone)
2. BLAW 350 - Legal Environment of Business (3 credits)
3. DSCI 424 - Operations Research or ECON 423 - Introduction to Econometrics (3 credits)
4. ECON 201 - Principles of Microeconomics (3 credits)
5. ECON 301 - Intermediate Microeconomics or ECON 431- Managerial Economics (3 credits)
6. ECON 302 - Intermediate Macroeconomics or ECON 330 - Money and Banking (3 credits)
7. ECON 319 - Seminar with Industry Leaders (1 credit)
8. FIN 310 - Business Finance (3 credits)
9. HRM 460 - Human Resource Management (3 credits)
10. MGMT/CSC 325 - Management Information Systems (3 credits)
11. MGMT 360 - Organization and Management (3 credits)
12. MKTG 370 - Marketing (3 credits)
13. Upper-division Electives in ACCT, BADM, BLAW, ECON, FIN, HRM, MGMT, MKTG; and/or DSCI 424 or DSCI/ECON 453 (15 credits)
14. ENGL 379 - Technical Communication (3 credits)
15. STAT 281 - Introduction to Statistics (3 credits)

Program or General Electives (0 credits): if/as needed to reach 120 credit hours total required for graduation.

Total minimum number of credits at SDSU: 82

Total number of technical credits from WDT: 38

Total minimum credits required: 120

Additional Requirements:

1. Students transferring from Western Dakota Tech must have a cumulative GPA of “C” (2.0 on a 4.0 scale) and no course grade below a “C” (2.0 on a 4.0 scale).
2. At least 33 credits for the bachelor’s degree must be upper-division (300 or higher) courses.

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Western Dakota Tech with approval from the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement


Start Date of Fall 2019 Terms at WDT and SDSU. The agreement applies to students who graduated from WDT within the 10 years immediately prior to application and admission into SDSU.

VII. Acceptance of Agreement**For South Dakota State University**

Date: _____
Dean, College of Arts, Humanities and Social Sciences

Date: _____
Provost and Vice President for Academic Affairs

For Western Dakota Tech

_____
Date: 9-24-19
President, Western Dakota Tech

APPENDIX A

PLAN OF STUDY FOR Associate of Applied Science in Business – Business and Technology to enroll in SDSU's Bachelor's Degree in Business Economics

63 CREDITS AAS DEGREE IN BUSINESS – BUSINESS AND TECHNOLOGY

- 15 credits in general education
- 48 credits in technical education

GENERAL EDUCATION REQUIREMENTS 15 Credits

- CIS 105 Microcomputer Software Applications I (3 credits)
- ECON 202 Principles Of Macroeconomics Online (3 credits)
- MATH 112 Business Mathematics (3 credits)
- PSYC 101 General Psychology (3 credits)
- SPCM 101 Fundamentals Of Speech (3 credits)

Technical Requirements Total 48 Credits

- ACCT 120 Principles Of Accounting I (3 credits)
- ACCT 228 Quickbooks Accounting (3 credits)
- BUS 120 Principles Of Marketing (3 credits)
- BUS 140 Business Law (3 credits)
- BUS 141 Written Communications For Business (3 credits)
- BUS 158 Web Design For Business (3 credits)
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- BUS 205 Social Media Marketing (3 credits)
- BUS 210 Supervisory Management (3 credits)
- BUS 215 Search Engine Marketing (3 credits)
- BUS 218 Design Essentials (3 credits)
- BUS 224 Personal Finance (3 credits)
- BUS 233 Small Business Entrepreneurship (3 credits)
- BUS 241 Advanced Computer Applications For Business (3 credits)
- BUS 291 Internship (3 credits) Or BUS 228 Personal Investments (3 credits)

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the
**Associate of Applied Sciences Degree Program in
 Criminal Justice with an emphasis in Law Enforcement**
 Towards the

**Sociology Major
 Bachelor of Science Degree
 Bachelor of Arts Degree**

Between
 Western Dakota Tech
 and
 South Dakota State University

I. Parties

The parties to this agreement are Western Dakota Tech (WDT) and South Dakota State University (SDSU).

II. Purpose

The purpose of this agreement is to:

- A. have a signed articulation agreement that addresses the varying needs of students and complementary nature of the institution's programs;
- B. provide increased educational opportunities for students from South Dakota and the region;
- C. extend and clarify educational opportunities for students; and
- D. provide WDT students who have completed the A.A.S. degree in Criminal Justice, with a Law Enforcement Emphasis, an opportunity to earn a Bachelor of Science or Bachelor of Arts degree with a major in Sociology at SDSU.

III. Academic Program

- A. Upon successful completion of the major requirements, as indicated below, SDSU will accept 48 technical course credits from the A.A.S. degree in Criminal Justice with a law enforcement emphasis. Additional transferable system general education credits may be earned at WDT and may be transferred to SDSU. Students must meet all Board of Regents policies and university graduation requirements in order to receive a degree.
- B. Requirements to be completed at SDSU to earn a Bachelor of Science or Bachelor of Arts degree with a major in Sociology are outlined below.

The general education coursework to meet South Dakota Regental System's General Education Requirements (SGR) must also be completed as outlined below. This coursework may be taken at WDT if equivalent courses are available. Please

note that BOR Policy 2.5 states, “Total transfer credit for work at two-year technical or community college may not exceed one-half of the hours required for completion of the baccalaureate degree at the accepting institution unless an approved program-specific waiver exists.” For this program, that number is 60 credits.

System General Education Requirements SGRs (21 credits from classes on the approved lists in the SDSU Bulletin.

1. SGR Goal #1: Written Communication ENGL 201 Composition II (3 credits)
2. SGR Goal #2: Oral Communication (3 credits)
3. SGR Goal #4: Humanities and Arts/Diversity (6 credits in 2 disciplines or a sequence of modern foreign language courses)
4. SGR Goal #5: Mathematics (3 credits)
5. SGR Goal #6: Natural Sciences (6 credits)

College of Arts, Humanities and Social Sciences Requirements (3-9 credits)

Bachelor of Science Degree Requirements 7 credits

1. Natural Sciences Class (4 credits) from the approved list in SDSU Bulletin, taken as needed to earn 10 or more science credits from at least two different disciplines, with a minimum of two labs
2. A minor, second major, teaching specialization: *Satisfied in full by completion of the A.A.S. degree from WDT.*
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Bachelor of Arts Degree Requirements 3-9 credits

1. Completion of a Modern Foreign Language through the 202 level (0-6 credits)
2. A minor, second major, teaching specialization: *Satisfied in full by completion of the A.A.S. degree from WDT.*
3. AHSS 111, Introduction to Global Citizenship and Diversity, (3 credits)

Major Requirements (33 credits)

1. SOC 284, Investigating the Social World (3 credits)
2. SOC 307, Research Methods I (3 credits)
3. SOC 308, Research Methods II (3 credits)
4. SOC 403, Sociological Theory (3 credits)
5. SOC 489, Capstone (3 credits)
6. SOC/ANTH Electives (18 credits)
7. Students must earn a C or better in all major classes and maintain at least a 2.2 GPA in the major.

Program or General Electives (0-15 credits): if/as needed to reach 120 credit hours total required for graduation.

Total minimum number of credits at SDSU: 72

Total number of technical credits from WDT: 48

Total minimum credits required: 120

Additional Requirements:

1. Students transferring from Western Dakota Tech must have a cumulative GPA of "C" (2.0 on a 4.0 scale).
2. At least 33 credits must be upper-division (300 or higher) courses

IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

V. Modifications

This agreement may be modified from time to time by the South Dakota Board of Regents and Western Dakota Tech with approval from the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of the agreement, except in rare instances in which retroactive implementation of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

VI. Effective Date of Agreement

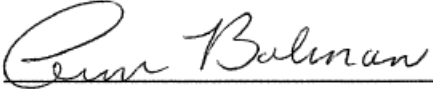
Start Date of Fall 2019 Terms at WDT and SDSU. The agreement applies to students who graduated from WDT within the 10 years immediately prior to application and admission into SDSU.

VII. Acceptance of Agreement**For South Dakota State University**

Date: _____
Dean, College of Arts, Humanities and Social Sciences

Date: _____
Provost and Vice President for Academic Affairs

For Western Dakota Tech

 _____
Date: 9-24-19
President, Western Dakota Tech

**APPENDIX A
PLAN OF STUDY FOR**

**Associate of Applied Science in Criminal Justice with a Law enforcement emphasis to enroll in
SDSU's Bachelor of Science or Bachelor of Arts degree in Sociology**

63 CREDITS AAS DEGREE IN CRIMINAL JUSTICE

- 15 credits in general education
- 48 credits in technical education

GENERAL EDUCATION REQUIREMENTS 15 HOURS

Required

- CIS 105, Microcomputer Software Applications I (3 credits)
- ENGL 101, Composition (3 credits)
- MATH 100, Elementary Algebra or higher (3 credits)
- PSYC 101, General Psychology (3 credits)
- SOC 100, Introduction to Sociology (3 credits)

Suggested

- MATH 102, College Algebra (3 credits)

CRIMINAL JUSTICE MAJOR, LAW ENFORCEMENT EMPHASIS 48 HOURS

- CJUS 115, Constitutional Law For Law Enforcement (3 credits)
- CJUS 119, Criminal Law And Procedures (3 credits)
- CJUS 121, Criminal Investigations (4 credits)
- CJUS 124, Juvenile Methods (3 credits)
- CJUS 200, Community Corrections (3 credits)
- CJUS 201, Introduction To Criminal Justice (3 credits)
- CJUS 205, Criminal Justice Forensics (3 credits)
- CJUS 210, Contemporary Security Practices (3 credits)
- CJUS 215, Ethics In Criminal Justice (3 credits)
- CJUS 220, Terrorism And Counterterrorism (3 credits)
- CJUS 225, Domestic Violence (3 credits)
- CJUS 275, Law Enforcement Academy (14 credits)

**PALMER COLLEGE OF CHIROPRACTIC – Davenport Campus
&
SOUTH DAKOTA STATE UNIVERSITY**

On this _____ day of _____, 2019, **South Dakota State University** and Palmer College Foundation, DBA Palmer College of Chiropractic, an Iowa Corporation (PCC) do hereby enter into this Articulation Agreement.

1. The purpose of this Agreement is to foster a spirit of cooperation between these two educational institutions and thereby provide **South Dakota State University** students with an opportunity to earn degrees from both institutions.
2. It is agreed and understood that each institution has the right and responsibility to make changes to its curricula and enrollment standards to maintain its academic integrity and meet accreditation standards. Such changes, if any, will be communicated to the other institution as they occur through the office of each institution responsible for implementing this articulation program.
3. At the request of either institution a meeting or conference will be held to resolve any problems, monitor the progress, and develop any improvements in this articulation program.
4. Neither institution will discriminate on the basis of race, creed, color, sex, national origin, religion, age, disability, ancestry, sexual orientation, political affiliation, marital status, veteran status, parental status, and pregnancy in the selection and participation of students in the articulation program. With respect to a disability, a qualified student with a disability is an individual who (with or without reasonable accommodations-academic adjustments) meets the legitimate standards and criteria that are rationally related to the stated goals or purposes of each institution's educational program.
5. Beginning with the first semester of the 2019-2020 **South Dakota State University** academic year, an articulation program leading to a Bachelor of Science Degree in Human Biology from **South Dakota State University** and a Doctor of Chiropractic degree from PCC will be available to qualified students. This articulation program will require approximately three years of attendance at **South Dakota State University** followed by a minimum of five academic years of eight months each of attendance at PCC. The chiropractic program is arranged so a student may choose to complete the curriculum in three and one third consecutive years. The chiropractic curriculum contains a minimum of classroom hours of instruction, which must be completed within eight calendar years.
6. Students who express an interest in the articulation program must receive **South Dakota State University** credit for 90 semester hours in courses which meet the prerequisite requirements for the Doctor of Chiropractic degree at PCC and also meet all requirements for **South Dakota State University** Bachelor Degree in Human Biology with the exception of courses and credits to be transferred from PCC to **South Dakota State University**. See item #9 of this document and ADDENDUM 1, Sample Course Sequence.
7. **South Dakota State University** students will be accepted for admission to PCC under this articulation program upon:

- a. Meeting the prerequisite requirements for admission to PCC as described in item #6 above.
 - b. Attaining a minimum 3.0 cumulative grade point average in **South Dakota State University** coursework; however, students receiving a minimum of 2.75 cumulative GPA may be considered for PCC admissions but are not guaranteed a seat under this agreement.
 - c. Receiving a positive recommendation of the Coordinator, Advisor & Instructor for Biology & Microbiology.
 - d. Timely submission of all application materials to PCC.
8. Upon successful completion of the first year of studies at PCC, a maximum of 30 PCC credit hours may be transferred toward completion of the Bachelor of Science Degree in Human Biology at **South Dakota State University**. An official transcript must be sent from PCC to a designated official with the **South Dakota State University** Registrar's Office, and the student must request application materials for graduation from the **South Dakota State University** Registrar's Office.
9. Students who successfully complete the articulation program will be eligible to participate in commencement ceremonies at both PCC and **South Dakota State University**.
10. Recruitment of students for this program will be the responsibility of **South Dakota State University** with the cooperation of PCC.
11. Under the terms of this Agreement, neither institution is obligated to make any payments of any kind to the other institution.
12. This Agreement will, in no way, be interpreted as creating an agency or employment relationship between the institutions, or as giving rise to a joint venture or partnership between the institutions.
13. This Agreement is intended to solely benefit the institutions and is not intended to create rights in any third party. Students participating in the program, pursuant to the terms of this agreement, will not be considered third party beneficiaries of the Agreement.
14. This Agreement may be terminated by either institution by giving thirty (30) days written notice to the other institution at the address hereinafter set forth. If the Agreement is terminated, **South Dakota State University** students who have earned more than 59 credits applicable to the articulation program and students already enrolled in PCC Doctor of Chiropractic program will be allowed to complete their program under the terms of the agreement.

ADDENDUM I

South Dakota State University / Palmer College of Chiropractic – Davenport Campus

Sample Course Sequence

Human Biology Major

First Three Years at South Dakota State University

First Year

Prefix + Number	Course Title	Credits
BIOL 119	First Year Seminar	2
BIOL 151-151L	General Biology I and Lab	4
CHEM 112-112L	General Chemistry I and Lab	4
ENGL 101	Composition I	3
PSYC 101	General Psychology	3
	Total Credit	16

Summer

Prefix + Number	Course Title	Credits
	Shadowing or Internship	

Second Year

Prefix + Number	Course Title	Credits
BIOL 202-202L	Genetics and Organismal Biology and Lab	4
CHEM 326-326L	Organic Chemistry I and Lab	4
ENGL 201	Composition II	3
BIOL 221-221L	Human Anatomy and Lab	4
	Total Credit	15

Summer

Prefix + Number	Course Title	Credits
	Research and/or Internship	

Third Year

Prefix + Number	Course Title	Credits
MICR 233-233L	Introductory Microbiology and Lab	4
BIOL 383	Bioethics	4
EXS 454/L	Biomechanics and Lab	3
CHEM 464	Biochemistry I	3
BIOL 490	Seminar: Capstone	2
	Total Credit	16

Summer

Prefix + Number	Course Title	Credits

Prefix + Number	Course Title	Credits
BIOL 153-153L	General Biology II and Lab	4
BIOL 290	Seminar	1
CHEM 114-114L	General Chemistry II and Lab	4
NURS 201	Medical Terminology	1
SGR #4	Arts and Humanities/Diversity	3
SPCM 101	Fundamentals of Speech	3
	Total Credit	16

Students are not limited to this plan; it is meant to be used as a guide for planning purposes in consultation with your advisor. The sample schedule is one possible path to completing your degree within four years.

Prefix + Number	Course Title	Credits
BIOL 204-204L	Genetics and Cellular Biology and Lab	4
BIOL 325 – 325L	Physiology and Lab	4
CHEM 328-328L	Organic Chemistry II and Lab	4
PHIL 220	Introduction to Ethics	3
	Total Credit	15

Complete Intent to Participate Form for Palmer's DC Program
Apply to Palmer College of Chiropractic if not done so already

Prefix + Number	Course Title	Credits
ENGL 379	Technical Communication	3
MATH 121/L	Survey of Calculus	5
MATH125 or STAT281	Calculus II or Intro to Statistics	3-4
PHYS 111-111L	Introduction to Physics I and Lab	4
SOC 100	Introduction to Sociology	3
	Total Credit	18

Palmer Entrance Requirements for Doctor of Chiropractic Program

90 semester hours with 24 in life and physical sciences; half with lab component

Transfer to Palmer College of Chiropractic's DC program

Transfer to Palmer College of Chiropractic's Davenport Campus

Prefix + Number	Course Title	Credits
PHCH 51333 for MICR 439	Cellular Physiology	3
ANAT 51204 for BIOL 483	Neuroanatomy	3
ANAT 51203 for BIOL 476	Gross Anatomy I for Advanced Mammalian Physiology	4
Elective credits	Credits from PCC Trimester I and Trimester II transfer back to SDSU to meet elective req.	20
	Total Credit	

Summary of Bachelor's Degree	Credits
South Dakota State University	90
Palmer College of Chiropractic's Doctor of Chiropractic Program	30
Total Credit	120

Doctor of Chiropractic Degree granted at completion of required coursework

Acceptance of Agreement:

For South Dakota State University

Dean College of Natural Sciences

Date: _____

Provost/Vice President for Academic Affairs

Date: _____

For Palmer College of Chiropractic – Davenport Campus

Chancellor and CEO

Date: _____

College Provost

Date: _____

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – H

DATE: December 11-12, 2019

SUBJECT

DSU and Huron Community Campus Memorandum of Understanding

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

[BOR Policy 5:5:3](#) – Tuition and Fees: Special Course Types

BACKGROUND / DISCUSSION

The City of Huron, through Huron Community Campus (HCC), invited Dakota State University (DSU) to make a formal proposal to offer undergraduate courses at the Huron Community Campus which lead to completion of an Information Technology Certificate. The Memorandum of Understanding (MOU) provided in Attachment I outlines this agreement and addresses the management of services supporting the DSU undergraduate academic courses and program.

IMPACT AND RECOMMENDATION

In this agreement, HCC agrees to pay/reimburse DSU for 100% of customary instructional expenses and 100% of disability support services associated with the delivery of the courses/program. HCC also agrees to pay DSU an administrative fee of \$10.00 for each credit hour students are enrolled. In turn, each term DSU agrees to submit the required documents to the South Dakota Board of Regents to request the externally funded tuition rate.

Board staff recommends approval of the agreement.

ATTACHMENTS

Attachment I – DSU and HCC Memorandum of Understanding

DRAFT MOTION 20191211_4-H:

I move to approve the Memorandum of Understanding between Dakota State University and Huron Community Campus, as presented.

**Memorandum of Understanding
Dakota State University
Academic Program Delivered
at Huron Community Campus**

Dakota State University
820 North Washington St
Madison SD 57042

Huron Community Campus
939 Ohio Avenue SW
Huron SD 57350

City of Huron
PO Box 1369
239 Wisconsin Ave SW
Huron SD 57350

Referred to as DSU

Referred to as HCC

This Memorandum of Understanding (MOU) is prepared in response to a request by the Huron Community Campus (HCC). The City of Huron, through Huron Community Campus, invited Dakota State University (DSU) to make a formal proposal to offer undergraduate courses at the Huron Community Campus which lead to completion of an Information Technology Certificate.

This MOU outlines the agreement between Dakota State University and Huron Community Campus. The MOU addresses the management of services supporting the DSU undergraduate academic courses and programs.

I. RESPONSIBILITIES

Beginning spring 2020 through summer 2020 DSU agrees to offer undergraduate courses required for the DSU Information Technology Certificate as outlined below.

Per The South Dakota Board of Regents policy 5:5:3 HCC agrees to pay/reimburse DSU for 100% of customary instructional expenses (which may include but are not limited to instructor pay, required benefits, and/or travel) and 100% of disability support services (which may include interpreter services, equipment, materials, etc.) associated with the delivery of the courses associated with the requested courses/program. Huron Community Campus agrees to pay DSU an administrative fee of \$10.00 for each credit hour students are enrolled. Each term DSU agrees to submit the required documents to The South Dakota Board of Regents to request the externally funded tuition rate.

- a. Upon approval of the South Dakota Board of Regents the self-support externally funded tuition rate will be applied to DSU courses delivered at HCC.

- b. Participant's tuition is payable to DSU no later than the published date for each term. Students are responsible for paying tuition and other DSU charges via the student's account or mailing tuition payments directly to the DSU Finance Office.
- c. A student's request to drop or withdraw will be processed according to SDBOR policy.
- d. The DSU Finance Office will invoice HCC at the beginning of each semester for instructional expenses and administrative fee after the published census date. Payment is due 30 days from the date of invoice.
- e. The DSU Finance Office will invoice HCC at the end of each semester for applicable faculty travel (mileage, state vehicle, per diem, hotel, etc.) and disability service expenses incurred.
- f. Final course grades will be awarded in accordance with the evaluation procedures listed in the course syllabi.

II. Program

The DSU Provost Office is responsible for managing the day-to-day administrative operations of DSU programs/courses delivered at HCC. The Provost or designee is the official liaison between DSU and HCC. Academic issues remain the responsibility of the respective the College of Business and Information Systems (BIS) at DSU. The DSU Provost or designee will collaborate with the Executive Director of HCC on a routine basis.

To support the DSU programs at HCC, Dakota will grant the Executive Director of HCC limited access read only to computer systems/applications such as class roster reports as necessary and applicable.

III. Course Scheduling

The Dean of BIS will collaborate with the Executive Director of HCC to develop and propose a mutually agreed upon course schedule to allow HCC students the opportunity to complete the IT Certificate within one year. The proposed course scheduling model is designed for a specific cohort of students taking courses together on a set timetable. Each student will take two courses in the spring 2020 semester and two courses in the subsequent summer. The proposed course delivery model is a weekend hybrid model with face-to-face interactions on selected weekends supplemented by on-line experiences.

Dakota State is responsible for assigning qualified faculty to deliver the scheduled courses each term. Teaching assignments are at the discretion the Dean of the College of Business and Information Systems.

IV. Delivery Site

Huron Community Campus will make available the necessary space to deliver the scheduled courses face-to face interactions each term at Huron Community Campus 939 Ohio Street or the Campus Center 333 9th Street SW. The Executive Director of HCC is responsible for coordinating the alternate delivery site.

V. Admissions

Students attending DSU classes at HCC seeking the certificate must submit a non-degree admission application to DSU.

VI. Registrations

DSU staff will register new non-degree seeking students for classes as indicated on the submitted non-degree seeking application.

VII. Student Issues

The Dean of BIS may act as the initial contact for student issues and concerns. Student academic/non-academic petitions will follow standard DSU processes. Dakota State students enrolled at HCC may submit administrative and academic concerns to the Dean for initial consultation and resolution if possible. Issues not resolved by the Dean will be directed to the appropriate administrative department or the Office of the Provost.

VIII. Support Services

Dakota State will provide the necessary administrative support to schedule and deliver courses at HCC. Support services include: identifying instructional staff, providing support for direct instruction, enrollment reports, class rosters, and staff/faculty travel arrangements as necessary.

DSU is tasked with conducting teaching evaluations for faculty assigned to teach DSU courses at HCC at least once each term. The BIS dean will debrief the instructor after each evaluation. The teaching evaluations will be provided to the respective instructor and the Dean of BIS.

Huron Community Campus agrees to provide consumable supplies necessary to teach scheduled classes. HCC is responsible for providing needed/necessary student support activities such as face-to-face tutoring services or supplemental instruction. Dakota State will provide HCC students access to online resources comparable to the resources provided to other off-campus DSU students.

IX. Courses to be Offered by DSU

Spring 2020:

CIS 123 - Problem Solving and Programming 3 credits

CIS 325 - Management Information Systems 3 credits

Summer 2020:

CIS 484 - Database Management Systems 3 credits

CSC 163 – Hardware, Virtualization, and Data Communication 3 credits

X. Term of Agreement

The term of this agreement is for the period beginning November 1, 2019 and lasting through January 30, 2021.

XI. Indemnification

Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

XII. Amendment Provision

This agreement contains the entire understanding between the parties, unless otherwise noted, and is subject to and will be construed under the laws of the State of South Dakota and may only be amended with written consent of both parties.

XIII. Agreement to Memorandum of Understanding

The signatures affixed below agree to the Memorandum of Understanding described above. Dakota State University or Huron Community Campus may request modification/amendment to the MOU in writing at any time. The parties listed below must approve.

For Dakota State University

For Huron Community Campus

Dean, Business and Information Systems (Date)

Director, Huron Community Campus (Date)

Provost/ VP for Academic Affairs (Date)

Board, Huron Community Campus (Date)

President (Date)

Huron City Commission (Date)

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 – J

DATE: December 11-12, 2019

SUBJECT

Affiliation Agreement – BHSU & World Endeavors LLC

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

Black Hills State University is requesting to enter into an affiliation agreement with the World Endeavors (WE), a Minnesota Limited Liability Company. WE offers three meaningful ways to learn abroad through international internship, volunteering, and group programs each offering unique ways to explore the world. Each option is available in multiple countries and follows an immersive model. WE has culturally focused international programs in 30 countries around the world. In each location, their international educational programs are designed to be enriching and immersive while offering an impressive list of unique, challenging and hard to find opportunities.

IMPACT AND RECOMMENDATION

This agreement would allow BHSU students to participate in the internship, volunteer, and customized faculty-led programs offered by WE.

ATTACHMENTS

Attachment I – Affiliation Agreement: BHSU & World Endeavors LLC

DRAFT MOTION 20191211_4-J:

I move to approve the affiliation agreement between Northern State University and World Endeavors LLC.



CHANGE YOUR WORLD®

Affiliation Agreement
between
World Endeavors, LLC
Minneapolis, Minnesota
and
Black Hills State University
Spearfish, SD

This affiliation agreement is made by and between Black Hills State University, (hereinafter referred to as “BHSU”), and World Endeavors (hereinafter “WE”), a Minnesota Limited Liability Corporation.

The purpose of this agreement is to establish an affiliation under which students recruited by or referred to the Study Abroad Office at BHSU may participate in the internship, volunteer, and customized faculty-led programs offered by WE.

WE agrees:

1. To consider for admission to an internship or volunteer program offered by WE, applications from students nominated by the Study Abroad Office at BHSU, provided that these students meet WE criteria for admission.
2. To coordinate with BHSU faculty to arrange customized and faculty-led international programs for BHSU students.
3. To consider for WE Affiliate University Scholarships all BHSU students who submit a scholarship application.
4. To provide for all necessary letters of invitation, housing forms, visa processing materials, information about transportation, medical insurance and other services required and/or necessary for the participation of BHSU nominated participants in WE internship and volunteer programs.
5. To provide proper and adequate orientation and counseling services for BHSU nominated participants before and during their internship or volunteer programs with WE.
6. To arrange for accommodation in appropriate housing.
7. To provide BHSU nominated participants all other services described in the promotional materials and program descriptions of WE programs.
8. To provide a cost and fee payment schedule to the Study Abroad Office at BHSU on an agreed upon basis.
9. To work with BHSU on an ongoing basis to continue to develop procedures related to the affiliation.



PUT YOURSELF OUT THERE®

The Study Abroad Office at BHSU agrees:

1. To publicize and promote WE programs and to recruit qualified applicants.
2. To facilitate credit transfer for BHSU students earning credit on a WE program abroad, and to facilitate student access to financial aid for programs through WE.
3. To link to the WE website from its study abroad website, and to include WE in all materials, print or electronic, that list affiliated international programs.
4. To display WE posters and promotional materials in the Study Abroad Office and/or other appropriate locations on campus.
5. To forward to WE all application materials for BHSU students applying for participation in WE programs.
6. To facilitate communication with BHSU career services and/or service-learning staff to inform them of relevant international opportunities for BHSU students.

This Affiliation Agreement may be amended by mutual consent at any time, and it may be terminated by either institution at the end of any academic year by notice to the other prior to April 1 of the previous year, but without prejudice to any participant whose agreed upon program of study extends beyond the termination date proposed.

Signature

Thomas Peden
Executive Director and Founder
World Endeavors

Date: _____

Signature

Name: _____

Title: _____

Department: _____

School: _____

Date: _____

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs **Consent**

AGENDA ITEM: 4 – K

DATE: December 11-12, 2019

SUBJECT

Dual Credit In-District Delivery Approvals: Tea Area High School – Course Addition

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:5](#) – Transfer of Credit

[AAC Guideline 7.1](#) – Dual / Concurrent Credit Administration Guidelines

BACKGROUND / DISCUSSION

The Board of Regents discussed partnerships with South Dakota School Districts for the in-district delivery of HSDC at their [June 2017](#) meeting. Following the discussion, the Board supported moving forward with the preliminary delivery of coursework during the 2017-18 academic year. The Board further reviewed In-district Delivery models during the [August 2017](#) retreat, and the general consensus was that the HSDC rate could be assessed to students in these districts. However, there was sentiment that when forming partnerships of this nature, the guidelines should provide for the school district to contribute to the student's portion of the tuition costs. Following this discussion in [August 2017](#), the Board received an update at the [October 2017](#) meeting with new guideline language specific to the management of In-District Delivery.

At the [June 2019](#) meeting, the Board approved the In-District Delivery MOU with the Tea Area school district and the offering of MATH 114, MATH 115, and ENGL 101 courses at Tea Area High School.

IMPACT AND RECOMMENDATION

The University of South Dakota (USD) is requesting authorization to deliver another in-district course, ENGL 210, for the 2019-2020 academic year at Tea Area High School under the previously approved MOU.

Board office staff recommends approval.

ATTACHMENTS

Attachment I – USD Request: MATH & ENGL Courses at Tea Area High School

Attachment II – CCSF Memorandum of Support

DRAFT MOTION 20191211_4-K:

I move to approve the course request as presented for the 2019-2020 academic year for in-district delivery of High School Dual Credit courses.



UNIVERSITY OF
SOUTH DAKOTA

DATE: October 21, 2019

TO: Jay Perry, System Vice President for Academic Affairs, SDBOR

FROM: Kurt Hackemer, Provost and Vice President for Academic Affairs

DS
KH

SUBJECT: Tea Area High School In-District Course Addition

University of South Dakota has received a request from the Tea Area School District to deliver another in-district course for the 2019-2020 academic year. The additional request is to offer ENGL 210 during the 2019-2020 academic year. This course is currently a dual-credit offering.

Thank you for your consideration. If you need further information, please let me know.

ATTACHMENT



UNIVERSITY OF
SOUTH DAKOTA
COMMUNITY COLLEGE
FOR SIOUX FALLS

MEMORANDUM

TO: Jay Perry, System Vice President for Academic Affairs

FROM: Carmen M. Simone, Vice President and Dean, USD Community College for Sioux Falls

DATE: October 9, 2019

RE: Support for Additional In-District Course Offering at Tea Area School District

CMS

Earlier this year, the University of South Dakota (USD) received authorization to offer MATH 114, MATH 115 and ENGL 101 through in-district delivery at Tea Area School District for the 2019-2020 academic year. During the fall 2019 term, a section of MATH 114 was coordinated and feedback has been positive.

In mid-September, we received a request to expand in-district dual credit offerings at the Tea Area School District to include ENGL 210, Introduction to Literature. This request was forwarded to USD for further consideration. According to a department spokesperson, sufficient instructional resources exist to fulfill this request.

CCSF is supportive of this proposed expansion of in-district dual credit delivery at the Tea Area School District by USD. If you require further information, please do not hesitate to contact me at your convenience.

Thank you for your consideration of this request.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs **Consent**

AGENDA ITEM: 4 – L

DATE: December 11-12, 2019

SUBJECT

Request to Seek Accreditation – SDSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 1:10](#) – Relationship of Curriculum and Instruction to Statutory Objectives

BACKGROUND / DISCUSSION

Board of Regents Policy 1:10 specifies that “Each campus must seek and receive Board approval before applying for initial accreditation or an expanded scope of accreditation for academic programs.” In accordance with Board policy, South Dakota State University requests approval to seek accreditation from the Council for Accreditation of Counseling and Related Educational Programs (CACREP) for their Marriage and Family Counseling Specialization within their MS in Counseling & Human Resource Development program (Attachment I).

The Higher Learning Commission (HLC), a regional accrediting agency recognized by the U.S. Department of Education, awards institutional accreditation for higher education institutions in South Dakota. A variety of unique organizations award specialized/program accreditation within distinct programs or departments at Regental institutions. A general reference document on institutional and specialized/program accreditation is available on the academic Reports and Accountability [webpage](#) of the BOR website.

- [Special Analysis: Accreditation in Higher Education](#)

IMPACT AND RECOMMENDATION

Accreditation ensures that SDSU’s programs meet professional standard and prove an education comparable to other accredited programs across the country. SDSU anticipates an initial one-time cost of \$13,000 associated in adding the specialization to the accreditation review.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Request to Seek Accreditation Form: Counseling & Human Resource Development (M.S.) – Marriage and Family Counseling Specialization (SDSU)

DRAFT MOTION 20191211_4-L:

I move to approve SDSU’s requests to seek accreditation from the Council for Accreditation of Counseling and Related Educational Programs (CACREP) for their MS in Counseling & Human Resource Development – Marriage and Family Counseling Specialization.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Request to Seek Accreditation

Use this form to request permission to seek accreditation of an approved program. Board of Regents (BOR) action is required to seek program accreditation.

UNIVERSITY:	SDSU
PROGRAM:	Counseling & Human Resource Development (M.S.) – Marriage and Family Counseling Specialization
CIP CODE:	51.1508
UNIVERSITY DEPARTMENT:	Counseling & Human Development
UNIVERSITY DIVISION:	Education & Human Sciences

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.



 President of the University

Click here to enter a
 10-10-2019
 Date

1. Level of program seeking accreditation (place an "X" in the appropriate box):

- | | | |
|--------------------------------------|----------------------------------------------|-------------------------------------|
| <input type="checkbox"/> Certificate | <input type="checkbox"/> Associate | <input type="checkbox"/> Bachelor's |
| <input type="checkbox"/> Doctoral | <input checked="" type="checkbox"/> Master's | |

2. Accrediting Agency:

CACREP – The Council for Accreditation of Counseling and Related Educational Programs

3. What are the advantages of accreditation?

Accreditation for the Marriage and Family Counseling specialization through CACREP would provide standards by which to gauge performance with other such programs across the nation. It would also provide quality assurance and promote continuous improvement. In addition, graduates would be able to complete the National Counselor Exam earlier than non-accredited program graduates. Finally, all MS specializations offered within the CHRD Program will then be nationally accredited.

4. What are the anticipated costs involved in accreditation, including:**A. Costs involved in undergoing self-study and preparing the application for accreditation:**

Faculty release time for 3 credits/semester, which would cost approximately \$4500.

B. Out-of-pocket costs related to dues or site visits:

Since four of our other counseling specialty areas are currently CACREP accredited, we would not incur additional expenses for yearly dues or regular site visits. However, since the Marriage and Family specialization would be considered “new”, we may need to host an initial site visit in 2021. The cost for an initial site visit would be \$8,500.

C. Base budget implications including incremental costs and minimum base resources required (dollars and FTE):

There is a yearly accreditation maintenance fee with CACREP of \$3,990, regardless of the number of specialty programs.

5. What is the source of the revenue needed?

The CHRD credits have a program fee associated. This fee was designed to support accreditation related costs along with related expenses. These fees would be utilized along with departmental budget funds and other supplemental resources from campus budgets such as the Accreditation Support Fund, etc.

6. What is the estimated date for submission of accreditation application?

Fall of 2020 or Spring of 2021

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 4 –M
DATE: December 11-12, 2019

SUBJECT

SDLTAP Joint Powers Agreement – SDSU & SD Department of Transportation

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

The South Dakota Department of Transportation (DOT) has partnered with South Dakota State University (SDSU) for well over two decades to operate the South Dakota Local Transportation Assistance Program (SDLTAP). The predecessor to this agreement was approved by the Board in [December 2018](#). This agreement continues that partnership and provides for the same, running from January 1, 2020 through April 30, 2021. DOT will provide up to \$505,272 to SDSU to provide the services contained in the Statement of Work, which is set forth in Exhibit A in Attachment I. SDSU will contribute \$10,500 during the term of the agreement.

By way of background, the Federal Highway Administration created the Local Technical Assistance Program (LTAP) in 1982 to provide local agencies with information and training programs to address the maintenance of local roadways and bridges. The LTAP and Tribal Technical Assistance Program (TTAP) are composed of a network of 58 Centers – one in every state, Puerto Rico and regional Centers serving tribal governments. The Centers enable local counties, parishes, townships, cities and towns to improve their roads and bridges by supplying them with a variety of training programs, an information clearinghouse, new and existing technology updates, personalized technical assistance and newsletters.

BOR Policy 5:3 (“Contracts Requiring Board Action...D. Joint powers agreements”), requires Board approval of Joint Powers Agreements (JPA). As such, Board approval of the JPA set forth in Attachment I is necessary.

(Continued)

DRAFT MOTION 20191211_4-M:

I move to approve proceeding with the Joint Powers Agreement in substantially similar form to that set forth in Attachment I.

IMPACT AND RECOMMENDATION

The attached JPA will allow SDSU to continue to receive funding from DOT to jointly operate the SDLTAP.

Staff recommends approval.

ATTACHMENTS

Attachment I – Joint Powers Agreement

**JOINT POWERS AGREEMENT FOR A RESEARCH STUDY
FINANCED WITH FEDERAL FUNDS
COST REIMBURSEMENT CONTRACT**

Agreement Number _____

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as “State”, and the South Dakota Board of Regents, acting through South Dakota State University, of Brookings, South Dakota, referred to in this Agreement as “Contractor.”

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as “State”, and South Dakota State University, of Brookings, South Dakota, referred to in this Agreement as “Contractor.”

BACKGROUND:

1. State has indicated the need for work described in this Agreement;
2. Contractor has personnel able to perform the work; and
3. State wants Contractor to perform the work.

The parties agree Contractor will perform the work in accordance with the following:

Joint Powers

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by Contractor and State. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

Project Identity

For purposes of identification, this work will be identified by Project Number HR0018 and the Agreement Number as assigned by State and listed above. All invoices, reports, and correspondence submitted to State in connection with this Agreement will be identified accordingly. All matters relating to this Agreement will be processed through State’s Project Manager.

Scope of Work

The parties agree to operate the South Dakota Local Transportation Assistance Program (SDLTAP), the mission of which is to disseminate technical materials, information, and training relative to highways and transportation in general to local government.

Contractor will perform those tasks delineated in Contractor’s proposal entitled “2020 SDLTAP Work Plan,” which is attached to this Agreement and incorporated by reference as Exhibit A.

Organization

SDLTAP will be operated jointly by Contractor and State.

Any officer, employee, or agent deployed in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees

are deployed in joint action under this Agreement, including, but not limited to, responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

State will contribute training and technical advice as defined in this Agreement. State will provide an in-house contact person whose responsibility will be to coordinate all State efforts in management of SDLTAP. State will provide office space for two (2) SDLTAP staff members who will provide technical assistance in central South Dakota. All State contributions addressed in this paragraph will constitute matching contributions necessary for the total funding of SDLTAP.

Contractor will physically house SDLTAP. Contractor will employ the director of SDLTAP and staff for technology transfer coordination. Contractor will provide all necessary secretarial and information specialist assistance for the operation of SDLTAP. Contractor's other faculty and staff may contribute time in the preparation and participation in training and other SDLTAP activities.

An advisory board comprising local government representatives will advise SDLTAP. The advisory board will consist of thirteen (13) members appointed by the following organizations:

- South Dakota Department of Transportation (2)
- South Dakota Municipal League (1)
- American Public Works Association, South Dakota Chapter (1)
- South Dakota Association of County Commissioners (1)
- South Dakota Association of County Highway Superintendents (3)
- South Dakota Engineering Society (1)
- Great Plains Tribal Chairman's Association (1)
- Federal Highway Administration, South Dakota Division (1)
- South Dakota Association of Towns and Townships (1)
- Associated General Contractors of South Dakota, Inc. (1)

The parties agree that a representative of State will serve as chairperson of the advisory board.

Period of Performance

Contractor will perform the required work during the period beginning on January 1, 2020, and ending April 30, 2021, unless all parties to this Agreement agree in writing to a time extension.

Agreement Price

Contractor will accept and State will reimburse, as full compensation for all services rendered, materials, and supplies furnished under this Agreement, the actual costs incurred by Contractor in an amount up to, but not exceeding, Five Hundred Five Thousand Five Hundred Seventy-two Dollars (\$505,272.00), as specified in the budget in the attached Exhibit A.

The parties agree that costs of SDLTAP paid by the Federal Highway Administration Local Technical Assistance Program under this Agreement will not exceed One Hundred Fifty Thousand Dollars (\$150,000.00). This amount will be matched by at least an equal amount of local and state funds. Any funds not obligated by SDLTAP at the end of the period of performance will be withdrawn.

The parties agree that costs of SDLTAP paid by the State Local Road and Bridge Fund under this Agreement will not exceed Three Hundred Fifty-five Thousand Nine Hundred Seventy-two Dollars (\$355,972.00). This amount will be used to match federal funds. State will withdraw any funds not obligated by SDLTAP at the end of the period of performance.

Contractor will contribute Ten Thousand Five Hundred Dollars (\$10,500).

State will fund all of State's involvement in SDLTAP, including salaries, benefits, indirect costs, and expenses, to a level of approximately Eleven Thousand One Hundred Forty-six Dollars (\$11,146.00).

Changes in Scope

Contractor agrees changes in objectives and scope of the work which have significant bearing on the work must have State's written approval prior to proceeding. Contractor must submit to State requests for increases in time or funding before extra work is started and at least thirty (30) days prior to termination of this Agreement. Any increase in time or funding requires State's approval and the execution of a supplemental Agreement before any extra work is started.

Subcontracting

Contractor will perform all work except specialized services. Specialized services are considered to be those items not ordinarily furnished by Contractor which must be obtained for proper execution of this Agreement. Contractor will not assign, sublet, or transfer this Agreement or any interest under this Agreement unless State grants written permission to do so. Contractor will itemize any subcontracts anticipated at the time of proposal in Exhibit A to this Agreement. This does not, however, prohibit the subcontracting of work during the execution of this Agreement provided Contractor obtains State's prior approval.

Costs of subcontracted work incurred prior to execution of the corresponding subcontract will not be eligible for reimbursement.

Each subcontract must contain all of the provisions of this Agreement.

Prompt Payment

Contractor will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by State. If Contractor withholds payment beyond this time period, Contractor will submit written justification to State, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, State may withhold future estimated payments or may direct Contractor to make such payment to the subcontractor or supplier. Prompt payment will also include retainage monies due to the subcontractor if Contractor elects to utilize retainage on subcontract work. The maximum amount permitted for retainage for any subcontract will be 10%. Retainage will be released within fifteen (15) days of satisfactory completion of the work.

Reports

Contractor will prepare a center assessment report and a program assessment report as required by the Federal Highway Administration's Local Technical Assistance Program and submit it to State for review and comment prior to submission to the Federal Highway Administration.

Payment

State will pay Contractor monthly, based on itemized invoices detailed to show the elements of direct costs incurred, the various additives added to the payroll, and the overhead charges. The itemized invoices will also show all elements of costs paid from funding sources other than State.

Contractor will submit invoices for services rendered and for actual reimbursable expenses incurred during the billing period to the South Dakota Department of Transportation, Office of Research, 700 East Broadway Avenue, Pierre, SD 57501-2586 in triplicate within forty-five (45) days following the end of the billing period. The invoices and supplements thereto will contain any details that may be required for proper audit. Contractor will not submit billings for costs not permitted under South Dakota statutes or regulations. No payment will be due Contractor until the account has been reviewed and approved by State.

State will make final payment to Contractor for work accomplished under this Agreement upon acceptance by State. Allowable final costs will be determined in accordance with the provisions of OMB 2 CFR Part 200.

Costs incurred prior to the date this Agreement has been signed by all parties are not eligible for payment.

Funding

The parties understand and agree that funding for this Agreement is dependent upon continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, State may terminate this Agreement. Termination for any of these reasons is not a default by State nor does it give rise to a claim against State.

Records

Contractor will maintain a cost accounting system capable of segregating and allocating costs incurred in connection with this Agreement.

All project charges will be subject to audit in accordance with current State procedures and United States Office of Management and Budget (OMB) 2 CFR Part 200 Subpart F. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.

Upon reasonable notice, Contractor will allow State, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, and documents related to services rendered under this Agreement. Contractor will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

All personnel employed by Contractor will maintain time records for time spent performing work described in this Agreement for a period of three (3) years after the date of final payment under this Agreement is made and all other pending matters are closed.

Inspection of Work

Contractor will, at any and all reasonable times, accord State proper Contractor facilities for review and inspection of the work under this Agreement. Contractor will allow State access to Contractor's premises and to all books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to this Agreement.

Publication

State and the Federal Highway Administration reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, the work for government purposes.

Any party to this Agreement may initiate a request for publication of the final or interim reports, or any portions thereof. No party to this Agreement will publish or otherwise disclose, or permit to be disclosed or published, the results of the work herein contemplated, or any particulars thereof, during the period of

this Agreement, without notifying the other parties and securing their consent in writing. Academic theses may be published without written consent, if the publishing party provides the disclaimers contained in this Agreement. Any party may publish without restriction upon termination of this Agreement.

When the scheduled time for presentation of a paper by one party to this Agreement does not permit the formal review and approval of a complete report by another party, abstracts may be used for notification of intent to present a paper based on the work. Such presentations must protect the interests of each party by inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or parties.

Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the work with small technical groups or lectures to employees or students. Lectures to other groups which describe the plans, but disclose neither data nor results, are permissible.

Any report published by Contractor will contain the following Disclaimer in the credit sheet:

The contents of this report, funded in part through grant(s) from the Federal Highway Administration, reflect the views of the authors who are responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the South Dakota Department of Transportation, the State Transportation Commission, or the Federal Highway Administration. This report does not constitute a standard, specification, or regulation.

If State and Contractor do not reach agreement relative to the publication of the final report, or any progress reports during the period of this Agreement, State reserves the right to publish independently, in which event the non-concurrence of Contractor will be set forth, if requested by Contractor.

If State does not elect to publish the final report, publication by Contractor will then be a matter of province of Contractor's policy.

Publication by either party will give credit to the other party except: a) if the parties do not reach agreement on any report of the work, or b) if either of the parties requests that its credit acknowledgment be omitted.

Ownership of Data

The ownership of data collected under this Agreement, together with summaries and charts derived therefrom, will be vested jointly with State and Contractor.

Proprietary and Patent Rights

State and Contractor agree that if patentable discoveries or inventions should result from the work conducted under this Agreement, the provisions of Exhibit C, which is incorporated in this Agreement by reference, will apply.

Nonexpendable Equipment

Any item of equipment, including instrumentation or component parts, with an acquisition cost in excess of Five Thousand Dollars (\$5,000.00) will be considered nonexpendable equipment.

If any item of nonexpendable equipment is required to conduct this work and is specified in Contractor's proposal, no further approval is required from State. Any item of nonexpendable equipment not budgeted in Contractor's proposal must have State's prior written approval prior to purchase. Any item of nonexpendable equipment which is budgeted but not specifically identified in Contractor's proposal must have State's written approval prior to purchase.

Title to all nonexpendable equipment will rest with State. Ninety (90) days prior to the end of the period of performance, Contractor will supply to State an itemized list, including descriptions, purchase costs, and estimated salvage value, of all nonexpendable equipment purchased during the course of the work.

If, at the conclusion of the work, Contractor desires to acquire title to nonexpendable equipment from State, Contractor may ask State for title. If State elects to grant title, State will be allowed a credit from Contractor's final payment equal to the then current salvage value as determined by mutual agreement between Contractor and State, subject to applicable surplus property laws.

Contractor certifies that no cost for using any item of nonexpendable equipment purchased for the work has been included in the indirect costs approved by State for this work.

Rental of Space, Equipment, or Facilities

The actual cost to Contractor of renting any additional space, special equipment, or facilities not owned by Contractor but required for the work and listed in Contractor's proposal are approved by State, subject to a limitation of the period of performance of this Agreement.

State approves the items and classes of items, such as office equipment, typewriters, computers, files, tables, laboratory, or other items shown in Contractor's proposal as the indirect costs of the work. Those costs are included in the Agreement price.

Travel

Contractor will charge no out-of-state travel costs against this Agreement without prior consultation with and written approval of State. For purposes of this Agreement, out-of-state travel is defined as travel to or from states other than Contractor's location and the State of South Dakota. If no in-state travel is specifically called for in Contractor's proposal but becomes necessary, said travel must have State's prior approval.

Americans With Disabilities Act

Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

Civil Rights

Contractor will be bound by the requirements of Title VI of the Civil Rights Act of 1964, which is attached as Exhibit B and are made a part of this Agreement.

Code of Conduct

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, State will have the right to annul this Agreement without liability, or, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee and prosecute under applicable criminal law.

Certification Regarding Lobbying

Contractor certifies, to the best of Contractor's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on Contractor's behalf, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress,

or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, Contractor will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Contractor certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Protection of Contracting Authority

Contractor and State agree that each will be solely responsible for any and all claims, actions, suits, damages, or liability arising from the negligence of its officers, agents and employees in the performance of this Agreement. Nothing in this Agreement will be construed as a waiver of either party's sovereign immunity or any other defenses allowed by law.

Reporting of Injury or Loss

Contractor will report to State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or State, its officers, agents, or employees to liability. Contractor will report any such event to State immediately upon discovery.

Contractor's obligation under this section will only be to report the occurrence of any event to State and to make any other report provided for by Contractor's duties or applicable law. Contractor's obligation to report will not require disclosure of any information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to State under this section will not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

Termination of Agreement

This Agreement may be terminated upon thirty (30) days' written notice by either party. If Contractor breaches any of the terms or conditions of this Agreement, this Agreement may be terminated by State at any time with or without notice.

If the Agreement is terminated by State without fault on the part of Contractor, Contractor will deliver to State all work product completed to the date of termination. Such work product will be the property of State and Contractor will be paid for work performed and delivered up to the date of termination. The value of the work performed and services rendered and delivered, and the amount to be paid as actual costs will be mutually satisfactory to State and to Contractor. Actual costs to be reimbursed will be determined by audit

of such costs to the date of termination except that actual costs to be reimbursed will not exceed the Agreement price.

If the services of Contractor are terminated by State for fault on the part of Contractor, the Agreement will be null and void, and State will be entitled to recover payments made to Contractor on the work which is the cause of the at-fault termination. Contractor will be paid only for work satisfactorily performed and delivered to State up to the date of termination. Any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to State due to Contractor's default. After audit of Contractor's actual costs to the date of termination and after determination by State of the amount of work satisfactorily performed and the additional costs incurred by State due to Contractor's default, State will determine the amount to be paid to Contractor.

Upon termination, State may take over the work and may award another party an agreement to complete the work under this Agreement. If, after State terminates for a default by Contractor, it is determined that Contractor was not at fault, Contractor will be paid for eligible services rendered and expenses incurred up to the date of termination.

State reserves the right to suspend the Agreement at any time. Such suspension may be initiated by State giving Contractor written notice and will be effective as of the date established in the suspension notice. Payment for Contractor's services will be made by State to the date of such suspension, in accordance with the above paragraphs.

Severability

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

Supercession

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.

Controlling Law

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Disputes

Prior to the filing of any suit or claim arising under this Agreement, the parties agree to discuss the matter in good faith to find a resolution to the matter. In the event such negotiation does not result in a settlement, the parties may file suit in an appropriate court of proper jurisdiction.

Other Conditions

None.

Signatures

By signature of their representatives below, each agency certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that agency's governing body or officer pursuant to SDCL §§ 1-24-3 and 1-24-6.

South Dakota State University**State of South Dakota
Department of Transportation**

By: _____

By: _____

Name: _____

Name: Darin P. Bergquist

Title: _____

Title: Secretary

Date: _____

Date: _____

Recommended

By: _____

Name: David L. Huft

Title: Research Program Manager

Approved as to Form:

Special Assistant Attorney General*State Agency Coding (MSA Center): 11105**State Agency MSA Company for which contract will be paid: 2033/3040**Object/Subobject MSA account to which voucher will be coded: 52041400**Name and phone number of contact person in State Agency who can provide additional information regarding this contract: David Huft, 605.773.3358, dave.huft@state.sd.us*

Acknowledgment

STATE OF SOUTH DAKOTA)
)SS
 COUNTY OF BROOKINGS)

On this the ____ day of _____, 2019, before me _____, a notary public, personally appeared _____, who acknowledged himself or herself to be the _____ of South Dakota State University, a university, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the university by himself/herself as such officer.

In witness whereof I hereunto set my hand and official seal.

 Notary Public

[Notary Seal]

My commission expires: _____

Acknowledgment

STATE OF SOUTH DAKOTA)
)SS
 COUNTY OF HUGHES)

On this the ____ day of _____, 2019, before me _____, a notary public, personally appeared Darin P. Bergquist, Secretary of the State of South Dakota, Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

 Notary Public

[Notary Seal]

My commission expires: _____

EXHIBIT B

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT C**PROPRIETARY AND PATENT RIGHTS**

(1) Contractor will disclose each subject invention to State within a reasonable time after it becomes known to Contractor personnel responsible for the administration of patent matters, and that State may receive title to any subject invention not disclosed to it within such time.

(2) Contractor will make a written election within two (2) years after disclosure to State (or such additional time as may be approved by State) whether Contractor will retain title to a subject invention; provided, that in any case where publication, on sale, or public use, has initiated the one (1) year statutory period in which valid patent protection can still be obtained in the United States, the period for election may be shortened by State to a date that is not more than sixty (60) days prior to the end of the statutory period; and provided further, that State may receive title to any subject invention in which Contractor does not elect to retain rights or fails to elect rights within such times.

(3) When Contractor elects rights in a subject invention, Contractor will file a patent application prior to any statutory bar date that may occur under 35 USCS Section 1, et seq., due to publication, on sale, or public use, and will thereafter file corresponding patent applications in other countries in which Contractor wishes to retain title within reasonable times, and that State may receive title to any subject inventions in the United State or other countries in which Contractor has not filed patent applications on the subject invention within such times.

(4) With respect to any invention in which Contractor elects rights, State and United States government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of State or the United States Government any subject invention throughout the world; provided, that the funding agreement may provide for such additional rights, including the right to assign or have assigned foreign patent rights in the subject invention, as are determined by State or United States Government as necessary for meeting the obligations of the United States under any treaty, international agreement, arrangement of cooperation, memorandum of understanding, or similar arrangement, including military agreement relating to weapons development and production.

(5) State retains the right to require periodic reporting on the utilization or efforts at obtaining utilization that are being made by Contractor or Contractor's licensees or assignees; provided, that any such information as well as any information on utilization or efforts at obtaining utilization obtained as part of a proceeding under 35 USCS Section 203 will be treated by State as commercial and financial information obtained from a person and privileged and confidential and not subject to disclosure under 5 USCS Section 552.

(6) Contractor agrees that in the event a United States patent application is filed by or on Contractor's behalf or by any assignee of Contractor there will be included within such application and any patent issuing thereon, a statement specifying that the invention was made with State support and that State has certain rights in the invention.

(7) In the case Contractor is a nonprofit organization, (A) Contractor will prohibit the assignment of rights to a subject invention in the United States without the approval of State, except where such assignment is made to an organization which has as one of its primary functions the management of inventions (provided that such assignee will be subject to the same provisions as Contractor); (B) Contractor will share royalties with the inventor; (C) except with respect to a funding agreement for the operation of a Government-owned-contractor-operated facility, that the balance of any royalties or income earned by Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; (D) that, except where it proves infeasible after a reasonable inquiry, in the licensing of subject inventions will be given to small business firms; and (E) with respect to funding agreement for the operation of a Government-owned-contractor-operated facility, (i) that after payment of patenting costs, licensing costs, payments to

inventors, and other expenses incidental to the administration of subject inventions, 100 percent of the balance of any royalties or income earned and retained by Contractor during any fiscal year up to an amount equal to 5 percent of the annual budget of the facility, will be used by Contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility; provided that if said balance exceeds 5 percent of the annual budget of the facility, that 75 percent of such excess will be paid to State and the remaining 25 percent will be used for the same purposes as described above in this clause (D); and (ii) that, to the extent it provides the most effective technology transfer, the licensing of subject inventions will be administered by Contractor employees on location at the facility.

(8) The requirements of 35 USCS Sections 203 and 204 apply to this work.

(9) If Contractor does not elect to retain title to a subject invention in cases subject to this section, State may consider and after consultation with Contractor grant requests for retention of rights by the inventor subject to the provisions of 35 USCS Section 202 and regulations promulgated hereunder.

2020 SDLTAP WORKPLAN

SUBMITTED TO

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION (SDDOT)

AND

THE FEDERAL HIGHWAY ADMINISTRATION (FHWA)

BY

SOUTH DAKOTA STATE UNIVERSITY (SDSU)

**SOUTH DAKOTA LOCAL TRANSPORTATION
ASSISTANCE PROGRAM (SDLTAP)**

Located at SD State University Jerome J. Lohr College of Engineering

PREPARED BY:

Greg Vavra, Program Manager, SDLTAP

Total funding for this project is **\$527,218**. Of that amount, **\$150,000** is requested from the Federal Highway Administration's Local Technical Assistance Program (LTAP). The remaining amount of **\$377,218** will be obtained from various state and local agencies as outlined in Attachment 3. Contract period is 16 months: January 1, 2020 to April 30, 2021.

Greg Vavra
SDLTAP Program Manager

Richard Reid, PhD, PE
SDLTAP Director

Bruce Berdanier, PE, LS, FASCE, Dean
Jerome J. Lohr College of Engineering

Jim Doolittle, Associate VP
For Research & Sponsored Programs

**SOUTH DAKOTA LOCAL TRANSPORTATION
ASSISTANCE PROGRAM (SDLTAP)**

**WORK PLAN AND BUDGET
FOR CONTRACT YEAR 2020**

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INTRODUCTION

The South Dakota Local Transportation Assistance Program (SDLTAP) has now served local transportation agencies throughout South Dakota for 31 years. The program was established in 1988 and has operated continuously since that time. The SDLTAP maintains a strong reputation for meeting its customers on their premises, listening to their needs and delivering quality service to them. Services have been extended where possible to tribal transportation departments, private contractors involved in local projects and the engineering consulting community. Strong partnerships have been built with many agencies and companies to support both SDLTAP and those we work with. The 2019 SDLTAP Work Plan provides a brief summary of the services provided in the past year and plans for service and the methods of assisting our clients in the coming year.

The SDDOT Office of Research oversees the SDLTAP program and provides insight to the program, manages the financial and contractual agreements between the DOT, FHWA and SDSU, and approves out of state travel requests for LTAP staff. The Office of Research also provides office space for SDLTAP technical assistance providers who work from Pierre. Research Program Manager Dave Huft coordinates two semi-annual LTAP Advisory Board meetings attended by the entire SDLTAP staff, SDLTAP Advisory Board members, and various partners in the transportation industry.

The SDLTAP Advisory Board consists of members of various associations and organizations with which we have direct contact. The Advisory Board members represent:

- South Dakota Department of Transportation
- Federal Highway Administration
- South Dakota Association of Counties
- South Dakota Municipal Street Managers Association
- South Dakota Associated General Contractors
- South Dakota Association of Towns and Townships
- American Public Works Association
- Great Plains Tribal Chairman's Association
- South Dakota Association of County Highway Superintendents
- South Dakota Engineering Society.

The Advisory Board oversees the LTAP program and offers input as to what LTAP is doing positively and where the individual groups would like to see improvements or opportunities for their customers. Advisory Board meetings are held to update members on current activities and reflect on results following the previous meeting.

BRIEF REVIEW OF SDLTAP ACTIVITIES IN 2019

As of November 1, 2019, SDLTAP conducted or actively participated in 58 training sessions in 2019. The data compiled thus far shows 2,912 people participated in 12,129 cumulative hours

of training. In order to accomplish this, significant use of partnerships continues to be a great help to SDLTAP. Our greatest support is from the SDDOT, which allows access to their video conference network, works with us to develop and provide training, coordinates communication and meetings with our Advisory Board and allocates and approves all of our funding. Another key partnership is training delivery via the Transportation Learning Network (TLN). The single greatest benefit of the TLN is being able to offer management level courses for our customers which would cost a great deal if we had to bring the instructors to our state.

Again in 2019, there has been a greater emphasis on returning to face-to-face training in classrooms and the field. Our customers responded very favorably as reflected in their interest and willingness to attend. Greg Vavra, Program Manager, Andrew Peterson, Field Services Manager, and field staff have devoted a significant amount of time to facilitate increased personal contact and in-house training to meet customer needs. Greg's experience in local transportation and good communication skills have been put to good use in the classroom and the field. Classroom and field training in the use of motor graders in gravel construction and maintenance continues to be the most requested service in this area.

In 2019 SDLTAP staff has increased its ability to train. We continue to cross train each staff member on many different subjects allowing us to meet the training demands. The ability of a staff members to train and present will ease the pressure from other staff members and allows us to be more efficient in our travels. With the addition of Gill on the staff we have revamped our asphalt training presentations. We have created a series of five different modules of pavement maintenance. Asphalt maintenance is our second most requested training we deliver.

Building upon work in previous years, SDLTAP staff provided technical assistance in the area of aggregate quality to many agencies in 2019. We still find too much substandard material being used on gravel roads, chip seal projects, base construction and bedding for pipe or box culvert construction. SDLTAP is continuing to provide guidance on the cost associated with non-specified material which leads to a significant decrease in life cycle costs of projects. Testing and inspecting of materials is a very important part of the overall performance of the project and continual reminders to our customers are essential in this process.

In general, all SDLTAP staff members have been called on to provide more and more on-site technical assistance to county, city, town, township and tribal transportation agencies. The scope of this work is very broad. Some examples are:

- 1) Proposed access and problems with existing agribusiness access routes, which nearly always involve impact on the surface from heavy trucks, but sometimes safety and geometry issues as well.
- 2) Aging, failing culverts and small structures on the local road system are becoming a very big issue. We estimate requests for information on this matter doubled this past year.

- 3) General road safety issues ranging from simple questions on sign installation to realignment of road sections to correct safety problems.
- 4) Assistance with processes such as gravel road reshape, placing new surface gravel and the correct way of preparing the surface for stabilization.
- 5) Assistance in assessing road conditions and making presentations to commissions and councils.
- 6) Providing resources and information to elected officials to help guide decisions which will impact their respective organizations moving forward.

The staff has put in some long hours during the times we have had staff vacancies and deserve credit for their continued efforts.

SDLTAP coordinated three conferences again in 2019. In February, SDLTAP managed the 57th Annual SD Asphalt Conference in Pierre, SD. The conference was well received, with 177 in attendance – an increase of 82 compared to last year. The Asphalt Conference was geared towards bringing the locals back to the conference and this proved to be successful. We are also reaching other organizations by building an agenda suited for workforce development through management and engineers. In October, SDLTAP hosted the 34th Annual Regional Local Road Conference in Rapid City, SD. This is always a popular conference and drew over 439 attendees and vendors from 12 states and Canada. We continue to grow and improve this event. We, again, utilized the volunteer services of Kris Jacobsen from the South Dakota Association of Counties to manage our increasing number of vendors at this conference. We are already making changes to bring an even better conference in 2020. Finally, in December, SDLTAP coordinated the annual SD Association of Towns and Townships road conference which will be held in Aberdeen on December 5-6. . These three conferences will bring over 600 local road managers, engineers, and elected officials together to provide training and networking opportunities. SDLTAP also supported the annual County and Municipal League conventions, and is committed to build on these accomplishments in 2020.

HOW SDLTAP WILL DELIVER ITS SERVICES IN 2020

SDLTAP's general scope of service will be delivered in five primary ways:

- 1) Visit each county in SD at least once within two years. County highway departments will be visited along with cities, towns and townships as time allows.
- 2) Provide technical assistance upon request, either on-site if needed, or by phone or email. Facebook will continue be used for general information updates.
- 3) Develop and provide formal training in workshops, seminars or conference presentations. Some delivery by web and video conference will also be done.

- 4) Continue conference support for the local highway and street management associations, as well as, overall management of the Regional Local Roads Conference in Rapid City and the SD Asphalt Conference in Pierre.

There will be continued emphasis on face-to-face training and additional hands-on field demonstration which has proven to be a great need. Customer feedback was very positive again in 2019. It will be hard to expand those activities, but we are committed to sustain them. SDLTAP will continue using video conferencing and webinar delivery when possible. The website and our Facebook page will be expanded to provide basic information on training and information delivery. We will strive to do Facebook posts at least once or twice a week. We utilize Facebook as another tool to communicate with our customers. We post trainings, important information and conference activities. We see it as another platform of communication and utilize it as such. On occasion we do get technical assistance requests through the direct messaging feature. The number of Facebook followers continue to grow. Partnerships with other organizations will continue to be a critical link to reach customers and to provide some financial and logistical support. Our primary partner continues to be SDDOT and its Office of Research. Working with Mr. David Huft, SDDOT Research Program Manager, and the Local Government Assistance Office, we will continue to coordinate many activities with the SDDOT.

Use of SDDOT sites on the Dakota Digital Network in-state video conferencing system for access to 14 sites will be continued across the state at no charge. The reduction in travel for virtually anyone to less than 75 miles to participate in training is a great benefit. Using the same sites, we will continue to use the Transportation Learning Network (TLN) to both deliver and receive training cooperatively with four other states – CO, ND, WY, and MT. Other web-based training will be used as opportunities arise. We continue to evaluate this with special attention to the topic and time needed for delivery. Web-based delivery does not work for all topics and does not suit all presenters. A survey was completed to look at our customer's desires on how we operate the TLN sites. It was unanimous that our customers would like LTAP to host sites and make sure the connection is fully functional.

On-site training, either in the classroom, or in the field will continue. A mix of training delivery is necessary to serve SDLTAP customers. Classroom followed by field training has proven to be the most effective way to convey information. We will carefully evaluate how to be as effective as possible in time allocation, location and content of our training. Gravel road related training will continue to be our first priority, but will be expanded to build upon what we have learned specific to material quality and good stabilization techniques where needed. We intend to offer this in several locations across the state. Three to five counties can be accommodated at each classroom location. Field demonstrations with smaller groups allowing hands-on instruction in the use of the motor grader will be conducted as time allows. We intend to cooperatively offer training to counties as hosts and include townships, towns, tribes and contractors as much as possible.

We will expand our service in providing the best advice possible to rehabilitate aging and deteriorating asphalt surfaces. We have added to our knowledge base and training resources on this topic looking at gravel, stabilized gravel, and blotter surfacing alternatives. A life-cycle cost calculation tool that was originally developed by SDLTAP using simple Microsoft Excel™ spreadsheets, was modified by the Upper Great Plains Transportation Institute, and is now available online to help local management and elected officials make data-based decisions on the best rehabilitation option.

Some time and effort needs to be reserved in 2020 to accommodate special requests from our customers, such as more requests for on-site evaluation of road surfaces, culverts, traffic safety issues, right-of-way problems to name a few. This often leads to follow-up requests to attend commission, council or board meetings which are often held in the evenings to present recommended solutions. As in the past, we continue to recognize it may be difficult to sustain all of the service we are promising to our customers. We will strive to be as efficient as possible in scheduling training, making sure advertising reaches everyone who may wish to attend to avoid duplicate requests for the same service by a neighboring agency and use electronic delivery when possible.

Once again, the plans we have for serving our customers can only happen with good partnerships. We remain committed to maintain or build partnerships with others to serve our customers. At the same time we will strive to avoid unethical situations such as allowing a corporate sponsor to use a training forum to exclusively promote their product. Our primary partners are:

- SD Department of Transportation
- SD Association of County Highway Superintendents (SDACHS)
- SD Association of Towns and Townships (SDATAT)
- SD Street Maintenance Managers Association (SDSMMA)
- SD Counties (County Commissioners & County Officials)
- SD Associated General Contractors–Highway & Heavy Construction Div. (SDAGC)
- Safety Benefits, Inc.
- South Dakota Engineering Society
- SD Municipal League (SDML)
- North American Salt, Inc.
- Butler Machinery Company
- SD Chapter of the APWA
- Gravel Roads Academy
- Z&S Dust Control
- RDO Equipment
- Other LTAPs nationwide
- Recognize our partnership with NELTAP, COLTA, NDLTAP, WYLTAP and MTLTAP as partners in the Regional Local Roads Conference.

Department visits to local highway and street departments will continue as staff time allows. Our priorities are accommodating direct requests for on-site assistance, visiting new managers, and identifying local agencies that have demonstrated particular success in managing their road and street systems. If an agency is willing to share, staff members will travel there, gather information, and get photos (if applicable) so the technology or methods can be transferred to others. These visits will generally be accomplished in assigned geographic areas as shown in Attachment 2 on page 14 of this document.

The SDLTAP will continue to support several conferences, conventions and meetings across the state. Examples are the SD Association of County Highway Superintendent's annual Short Course and summer meetings, the SD Street Maintenance Managers Association's spring and fall meetings, and the SD Association of Towns and Townships annual Road Conference. This includes not only making presentations, but also sitting on planning committees for some of these conferences, as well as providing audio/visual equipment support, if needed. SDLTAP will take the lead in facilitating the annual Regional Local Roads Conference and managing the SD Asphalt Conference in 2020. From these activities, we not only maintain direct contact with our customers, but also gain valuable input for future training needs and technical assistance. Support will also be given to the SD County Association, South Dakota Towns and Townships and Municipal League annual conventions, along with the elected official's workshops.

SDLTAP is planning to see an increase in visits and training opportunities with the closing of the TTAP centers nationwide. Although a new program is in place to support the Tribes, our relationship with the Tribes has led them to LTAP for their training needs. With the geographic diversity of the tribes, it will require some additions to our training curriculum as well as staff time devoted to insure their needs are being met.

We continue to explore delivery of more service via our website, but strict content supervision is still an issue in that area. Our Facebook page has proven to be a great tool for keeping our customers aware of our services and activities. Our toll free number and generic email address sdltap@sdstate.edu will continue to be available for any LTAP customer to reach us for direct technical assistance.

ACTIVITY PLAN TO ADDRESS THE FOUR FHWA FOCUS AREAS FOR LTAP/TTAP

1. ROADWAY AND WORKER SAFETY

- a. Conduct Mine Safety and Health Administration (MSHA) compliance training in ±35 locations across SD in partnership with Safety Benefits, Inc.
- b. Offer both Work Zone and Routine Traffic Control training as an in-house seminar upon request.
- c. Advertise the ATSSA Northland Chapter's "How To" Safety Conference.
- d. Advertise appropriate highway and worker safety courses offered via the TLN.
- e. Do additional work on documentation of safety issues on local roads to improve our training visuals and content.

- f. Support the SDDOT Transportation Safety Conference.
- g. Emphasize safety in every presentation that is applicable.

2. INFRASTRUCTURE MANAGEMENT

- a. Continue to partner with the SDDOT Office of Research to update cost data in the Surface Selection Criteria Study previously published in 2004.
- b. Work with NDSU to deliver an online platform for our customers to evaluate costs of doing business and to more accurately define costs in their five-year plans.
- c. Continue to work on developing resources and training on the subject of alternatives to paving.
- d. Provide technical assistance during on-site visits utilizing the experience of our staff at a practical level.
- e. Manage the 2020 SD Asphalt Conference. Andrew will serve as the conference coordinator and three of our staff members will serve on the planning committee. All are actively involved in recruiting speakers and/or making presentations.
- f. Continue to study the impact of Agribusiness and Industrial and Commercial Development on SD local roads and streets. We continue to add to our training resources on this topic and will present updated information as opportunities arise.
- g. Share results of the SDDOT Gravel Guidelines project with all customers and work towards a final report with the contractor.

3. WORKFORCE DEVELOPMENT

- a. Provide training in fundamental design and material specifications as requested.
- b. Provide hands-on instruction on surface maintenance of gravel surfaced roads along with rehabilitation if requested.
- c. Provide Management training if requested. (This has been a great challenge – we see the need for this, but customers often do not.)
- d. Conduct department visits to all new highway superintendents to make them aware of LTAP services.
- e. Assist the SD Association of County Highway Superintendents with training and oversight of the exam for the SD Highway Superintendent Certification Program.

4. MISCELLANEOUS SERVICE

- a. Maintain our toll free number for our customers, other LTAP/TTAPs, or others to reach us for assistance.
- b. Hold a staff/team development activity twice annually.
- c. Continue promoting social media in delivering information on our Facebook site.
- d. Continue to serve as conference coordinator and host the Regional Local Road Conference held annually in Rapid City, SD. Trudy Anderson, SDLTAP's Program Assistant, will continue to manage registration and budget for the conference as a service to our neighbors in six surrounding states.

- e.** Strive to continue to provide miscellaneous services to our friends and partners around the country such as sharing of our large photo log, presentations and other resources.
- f.** Support the National and Regional LTAP/TTAP Conference and NACE Conference.
- g.** Support SDDOT in various research projects and deliver the findings to our customers in a timely manner.
- h.** Support the EDC initiatives that the DOT has adopted and bring awareness and training to our customers that are pertinent to the locals.

The budget allocated to accomplish these activities is shown in Attachment 3, page 14.

ATTACHMENT 1: SDLTAP STAFF

Office and Administrative Staff:

Dr. Richard Reid, P.E., Director

Mr. Greg Vavra, Program Manager

Mr. Andrew Peterson, Field Services Manager

Ms. Trudy Anderson, Program Assistant

Field Staff:

Mr. Cliff Reuer, Technical Assistance Provider, Western Area

Mr. Chuck Fromelt, Technical Assistance Provider, NE & SE Areas

Mr. Gill Hedman, Technical Assistance Provider, Central

ABBREVIATED RESUMES OF STAFF – 2017



Dr. Richard Reid, PhD, PE—Richard is Associate Dean for Academics and Outreach in the College of Engineering, South Dakota State University. He has over 22 years of civil, geotechnical, transportation, and environmental engineering experience. His career started in the Air Force as an environmental engineer for Ellsworth Air Force Base, SD. In that position, he was responsible for ensuring compliance with all Environmental Protection Agency regulations which included environmental monitoring, permitting, training, and response. As a design civil engineer, he planned and designed new roads as well as the rehabilitation of existing streets. Following his graduate education, he served as a research engineer for the Air Force focusing on the design, construction and full-scale testing of structures to resist explosions. Richard also has extensive experience in the geosynthetics field.



Greg Vavra—In October 2012, Greg started as SDLTAP's new Field Services Manager and became Program Manager in October 2015. He previously worked as Jerauld County's Highway Superintendent for 18 years and has served as Mayor of Wessington Springs for the past 13 years. Greg provides technical assistance in gravel road maintenance, culvert installation, presentation development, and various cooperative efforts. He has extensive background in county and township maintenance and has served as Past President and Secretary/Treasurer for the SDACHS Association.



Andrew Peterson — Andrew joined LTAP as the field services manager in March 2016. He received his Bachelor of Science degree from South Dakota State University in Construction Management with a minor in Business. He served in the Air National Guard as a Pavement and Construction Equipment Specialist. Before starting at LTAP, Andrew worked for Knife River Midwest in Sioux City, IA as project manager and estimator, where he managed asphalt projects in Nebraska, Iowa, and South Dakota.



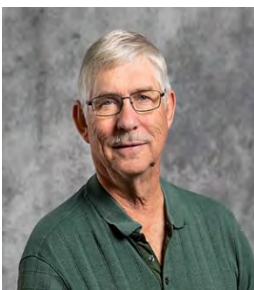
Trudy Anderson – Trudy joined LTAP in July 2017. She worked 9 ½ years for SDSU in the Division of Technology & Security as a Budget Assistant. Prior to working for SDSU, she worked in various administrative and accounting positions in Brookings. Trudy has an Associate's Degree in Executive Secretarial from Nettleton College, Sioux Falls, SD.



Cliff Reuer—Cliff worked for the SDDOT for 40 years as a Field Technician, Highway Beautification Agent, Maintenance Analyst, Project Engineer, Traffic and Safety Engineer and at the Office of Project Development. He has a Bachelor of Science degree from SDSU in Agricultural Business (Economics). Cliff has received specialized training from Northwestern University – Traffic Institute at Evanston, IL, training from the Institute of Transportation Engineers (ITE) and from the FHWA. Cliff joined SDLTAP in 2010.



Chuck Fromelt—Chuck joined SDLTAP in June 2015 and has a life-long background in the road and bridge environment. Chuck holds an AAS in Civil Engineering Technology from the ND State School of Science. He has 22 years of experience as a certified Day County Highway Superintendent and has eight years of experience leading and managing the construction, development, and designs for two reputable companies: Waste Management and Tricon-Kent Construction. Chuck was president of the SD Association of County Highway Superintendents (SDACHS), and has served as a committee member of Bylaws and Resolutions of SDACHS, and as an executive board member of SDACHS*



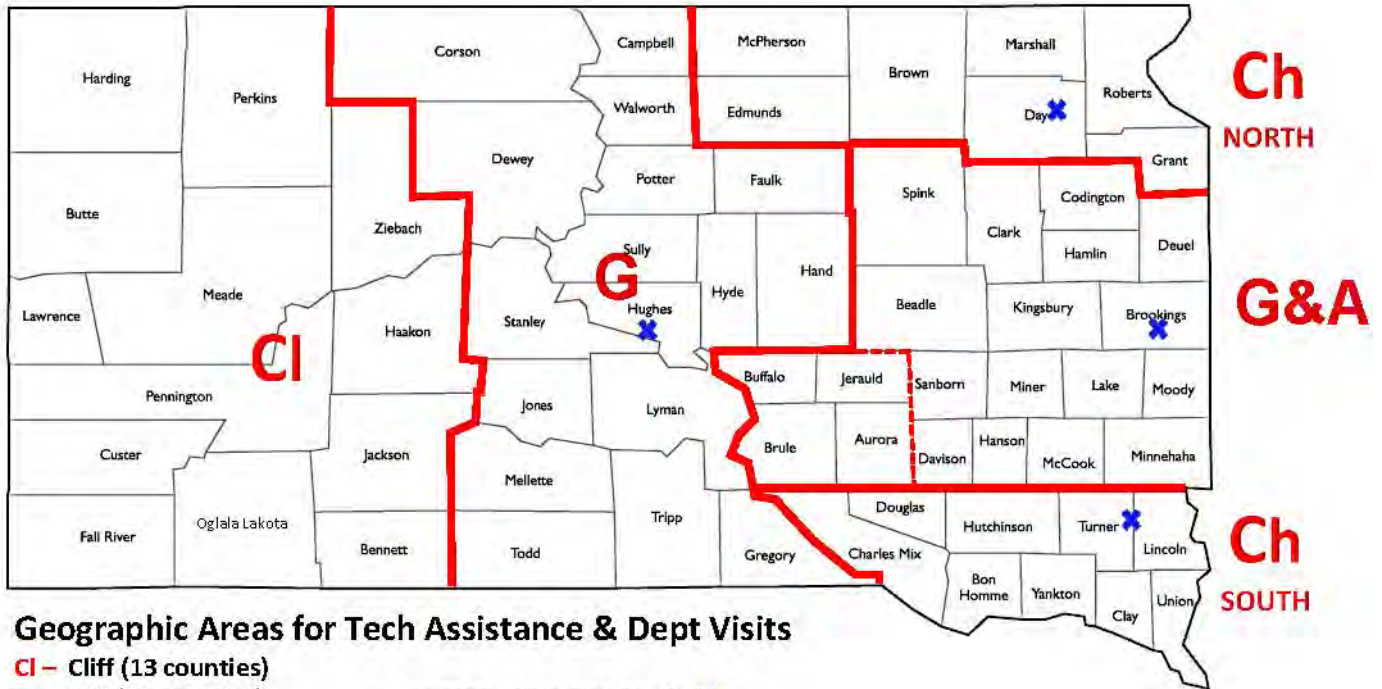
Gill Hedman—Gill joined SDLTAP in July 2017 and has been involved in road and bridge for many years. Gill is a graduate of the South Dakota School of Mines in 1975 with a BS in Civil Engineering, Worked 29+ years with South Dakota Department of Transportation the last 25 as Pavement Design Engineer specializing in pavement design, pavement rehabilitation, and pavement preservation activities.

Staff Changes: No staff changes occurred in 2019 except for part time contracted trainer Mark Krumvieda who does our hands-on motor grader training program.

ATTACHMENT 2: GEOGRAPHIC STAFF RESPONSIBILITIES

This map shows the general geographic areas covered by each of the four members of the field staff in doing on-site technical assistance or local department visits.

SDLTAP (NOVEMBER 2019)



Geographic Areas for Tech Assistance & Dept Visits

CI – Cliff (13 counties)

G – Gill (17 counties)

Location of SDLTAP Staff **X**

G&A – Greg & Andrew (20 counties)

Ch – Chuck (16 counties)

ATTACHMENT 3: PROPOSED BUDGET FOR 2020 CALENDAR YEAR

SALARY AND WAGES	FTE	SDSU		SDDOT	Total
		Billed	Donated	Donated	
Director (R. Reid) (Less 20% Donated)	0.10	13,303	3,326		\$16,629
Program Manager (Vavra)	1.00	70,206			\$70,206
Program Assistant (Anderson)	1.00	38,948			\$38,948
Field Services Manager (Peterson)	1.00	63,168			\$63,168
Technical Assistance Provider (Fromelt)	0.40	19,530			\$19,530
Technical Assistance Provider (Reuer)	0.40	22,528			\$22,528
Technical Assistance Provider (Hedman)	0.40	18,493			\$18,493
SDDOT Contact (Huft)	0.05			5,356	\$5,356
SDDOT Contact (Twiss)	0.05			1,982	\$1,982
Subtotal	4.40	246,176	3,326	7,338	\$256,840
FRINGE BENEFITS		SDSU		SDDOT	Total
		Billed	Donated	Donated	
SDSU (15.0%+10,071/FTE) -- PT FTE/Fringe at 9%		64,312	700		\$65,012
SD DOT (51.9% S&W)				3,808	\$3,808
Subtotal		64,312	700	3,808	\$68,820
TRAVEL & PERDIEM		SDSU		SDDOT	Total
		Billed	Donated	Donated	
National/Regional LTAP Travel		15,000			\$15,000
All Other Travel-Training & Tech Assistance		15,000			\$15,000
Advisory Board		500			\$500
Subtotal		30,500			\$30,500
VEHICLES		SDSU		SDDOT	Total
		Billed	Donated	Donated	
Car Lease at SDSU		16,800			\$16,800
Car Lease in Pierre		9,600			\$9,600
Subtotal		26,400			\$26,400
PUBLICATIONS AND POSTAGE		SDSU		SDDOT	Total
		Billed	Donated	Donated	
Newsletters & Marketing		1,000			\$1,000
Subtotal		1,000			\$1,000
OTHER DIRECT COSTS		SDSU		SDDOT	Total
		Billed	Donated	Donated	
Supplies & Copying		1,500			\$1,500
Telephones		3,840			\$3,840
Meeting Rooms		1,500			\$1,500
National LTAP Dues		750			\$750
Publications & Videos		2,000			\$2,000
Training Consultants		12,000			\$12,000
Training Computers & Equipment		5,000			\$5,000
Subtotal		26,590			\$26,590
TOTAL DIRECT COSTS		\$394,978	4,026	11,146	\$410,150
INDIRECT COSTS		SDSU		SDDOT	Total
		Billed	Donated	Donated	
SDSU (28%) total direct billed & (1.34%) donated costs		110,594	5,293		\$115,887
SDSU (29.34%) of total direct donated costs			1,181		\$1,181
Subtotal		110,594	6,474		\$117,068
GRAND TOTAL by Organization		505,572	10,500	11,146	\$527,218
FUNDING SOURCES		AMOUNT	PERCENT		
FHWA Local Technical Assistance Program		\$150,000	28.45%		
SD Local Road & Bridge Fund		\$355,572	67.44%		
SDSU (donated)		\$10,500	1.99%		
SDDOT (donated)		\$11,146	2.12%		
TOTAL COSTS		\$527,218	100%		

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – N
DATE: December 11-12, 2019

SUBJECT

Maintenance & Repair (M&R) Projects

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND / DISCUSSION

According to BOR Policy 6:6 – Maintenance and Repair, projects not on an approved list estimated to cost more than \$250,000 must be submitted for Board approval. Any changes, other than funding realignments and transfers, over \$250,000 to an approved project must be submitted for BOR approval. Below is the list of projects submitted by the Regental institutions.

University of South Dakota requests approval of the following items:

Sanford School of Medicine – Wegner Library Renovation: USD School of Medicine requests using \$900,000 of the Health Affairs Capital Commitments monies to provide a full design and renovation of the existing Wegner Library into classroom space on the second floor with a privacy/sound wall on the first floor.

New Parking Lot 39 (South of the Sanford Coyote Sports Center): A 264 space parking lot will be constructed directly south of the Sanford Coyote Sports Center and Dakota Dome. This new concrete lot will serve public events within these two buildings, as well as support the Occupational and Physical Therapy programs and their clinic space within the SCSC. This parking lot will also be used for campus parking for staff and commuter students. Funding in the amount of \$1.76 million is coming from USD project funds.

IMPACT AND RECOMMENDATIONS

Staff recommends approval of this project.

ATTACHMENTS

None.

DRAFT MOTION 20191211_4-N:

I move to approve the requested maintenance and repair projects as described in this item.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – O

DATE: December 11-12, 2019

SUBJECT

FY21 HEFF M&R Projects

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 13-51-2](#) – Educational Facilities Fund – Purposes

[SDCL 13-53-15](#) – Receipt by State Treasurer of Institutional Moneys - Distribution

[SDCL 13-53-15.3](#) – Medical School Funds

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND/DISCUSSION

The Higher Education Facilities Fund (HEFF) represents eleven and one-half percent of all tuition (on-campus and off-campus) collected minus one hundred seventy-five thousand dollars related to the medical school. The funds are used for maintenance and repair (M&R) needs of the universities, long-term indebtedness for capital improvements, and new construction. The FY21 available M&R funding is \$15,425,861.

The HEFF allocation formula is based on replacement values, gross square footage for academic buildings and HEFF revenues, all weighted equally. ([March 2018 Board Minutes, Item 7-Z](#)) Attachment I provides the formula distribution for the FY21 HEFF allocation. The campuses can allocate funds towards planning and design to assist the universities in determining appropriate work scope and cost of each proposed project. The funding for planning and design is identified as part of the allocation.

Attachment II provides the FY21 maintenance and repair projects submitted by the institutions for approval. Each project is placed into one of the following categories: Public Health, Safety and Compliance; Building Integrity; Programmatic Suitability; Energy and Utility Savings; or Other according to Board Policy 6:6. The policy provides for funding realignments and transfers between approved projects. Changes to the approved project list for projects estimated to cost \$50,000 to \$250,000 must be submitted for the Executive Director's approval and projects more than \$250,000 must be submitted for Board approval. Projects under \$50,000 (all costs and contracts inclusive) may be approved by the presidents or their designee.

(Continued)

DRAFT MOTION 20191211_4-O:

I move to approve the FY21 HEFF M&R projects as presented in Attachment II.

IMPACT AND RECOMMENDATIONS

The FY21 available funding is \$15,425,861.

Approval of the FY21 HEFF Maintenance and Repair projects will allow the universities to begin project planning and completion in a timely manner.

ATTACHMENTS

Attachment I – Formula distribution for the FY21 HEFF allocation

Attachment II – FY21 HEFF Maintenance and Repair projects requested by the institutions

FY21 HEFF M&R Allocation October 2019

Line											
1	M&R Funding Available	\$15,425,861									
2	Gross Academic Sq. Feet	6,547,066									
3	Replacement Value	\$1,869,966,472									
4	FY19 HEFF Revenue	26,794,716									
		<u>BHSU</u>	<u>DSU</u>	<u>NSU</u>	<u>SDSM&T</u>	<u>SDSU</u>	<u>USD</u>	<u>SSOM</u>	<u>UC-SF</u>	<u>BHSU-RC</u>	<u>TOTAL</u>
5	Academic Square Feet	516,213	324,539	611,884	596,948	2,403,750	1,814,009	91,895	129,033	58,795	6,547,066
6	Current FY Gross Square Feet										
	Disbursement Factor: (Line 5/Line 2)*.33333	2.63%	1.65%	3.12%	3.04%	12.24%	9.24%	0.47%	0.66%	0.30%	33.33%
7	Current FY Gross Square Feet Portioned M&R Funds										
	Line 6*Line 1	\$405,427	\$254,893	\$480,564	\$468,834	\$1,887,851	\$1,424,683	\$72,178	\$101,345	\$46,182	\$5,141,954
8	Academic Replacement Value	154,898,001	90,187,439	161,959,568	191,953,933	664,808,712	530,513,034	16,311,446	41,153,682	18,180,657	1,869,966,472
9	Current FY Institutional Replacement Value										
	Disbursement Factor: (Line 8/Line 3)*.33333	2.76%	1.61%	2.89%	3.42%	11.85%	9.46%	0.29%	0.73%	0.32%	33.33%
10	Current FY Replacement Value Portioned M&R Funds										
	Line 9*Line 1	\$425,934	\$247,997	\$445,351	\$527,827	\$1,828,050	\$1,458,773	\$44,858	\$113,167	\$49,998	\$5,141,954
11	FY18 HEFF Revenues	2,476,046	2,097,320	1,545,079	2,201,445	9,405,675	7,467,649	573,426	517,517	510,559	26,794,716
12	Current FY Institutional HEFF Revenue										
	Disbursement Factor: (Line 10/Lines 4)*.333	3.08%	2.61%	1.92%	2.74%	11.70%	9.29%	0.71%	0.64%	0.64%	33.33%
13	FY18 HEFF Revenue Portioned M&R Funds										
	Line 12*Line 1	\$475,159	\$402,481	\$296,506	\$422,463	\$1,804,954	\$1,433,047	\$110,046	\$99,317	\$97,982	\$5,141,953
14	Institutions M&R Allocation for FY20										
	Line 7 + Line 10 + Line 13	\$1,306,519	\$905,370	\$1,222,420	\$1,419,123	\$5,520,854	\$4,316,502	\$227,081	\$313,828	\$194,161	\$15,425,861
Series 2011 M&R Bond		\$108,137	\$0	\$135,532	\$0	\$522,883	\$429,185	\$0	\$0	\$0	1,195,736
5% Planning and Design		\$65,326	\$45,269	\$61,121	\$70,956	\$276,043	\$215,825	\$11,354	\$15,691	\$9,708	\$771,293
Balance of HEFF Allocation for M&R Projects		\$1,133,056	\$860,101	\$1,025,767	\$1,348,167	\$4,721,929	\$3,671,493	\$215,727	\$298,137	\$184,453	\$13,458,832

NOTES TO THIS HEFF WORKSHEET

\$2.0M increase mid-year FY2013 do not include University Centers
 \$1.8M of the self-support tuition rate M&R component (HEFF) for courses taught on campus (i.e. remedial and internet)
 Self-Support M&R component is allocated in arrears. In otherwords, HEFF M&R is projected revenue based on 4% increase and
 the self-support piece is based on actual funds deposited into the HEFF M&R pool.
 Reference deposits to 164001 15207X 500357 (Self-Support M&R on campus account code)

Replacement values are calculated by RS Means. These replacement values ARE NOT entered on Colleague and are intended for
 the HEFF & M&R Fee calculation only. (11-24-2010).
 Sanford School of Medicine building leased in Sioux Falls has been added to USD's replacement costs and gross square footage beginning
 in the FY11 HEFF M&R allocation
 FY13 Sanford School of Medicine, UC-SF and UC-RC are now listed separately.

FY13 - increase moved to 5%.
FY14 - increase moved to 6% and an additional \$2M
FY15 - Deduct \$58,000 +/- from UC-Sf for difference between revenue generated and bond payment. - not actually deducted in Board item. Monte nixed the deduction
FY17 - Added \$411,152 - rolled USF into tuition
FY18 - increased HEFF by .5% because tuition increase only 1/2 percent. Did not take into consideration the tuition increase awarded to BHSU, DSU, NSU at the Board meeting or the increase in off-campus rates
05/23/2017 - use FY15 replacement values with the 2016 & 2017 20% for new buildings added.
FY19 - CY18 replacement values - adjusted for buildings

From: Kramer, Monte
Sent: Sunday, October 22, 2017 10:05 PM
To: Ahartz, Leah <Leah.Ahartz@sdbor.edu>; Garrett, Mary Ellen <Mary.Garrett@sdbor.edu>
Subject: RE: FY19 General Fund M&R Request

For FY19, the HEFF M&R allocation should be \$15,932,746.

FY18 16,262,074
FY19 2% Increase \$325,241
Less Critical Deferred Maint 654,569
FY19 HEFF Allocation \$15,932,746

I think this will allow us to keep the general fund M&R request the same.

FY20 Notes	Actual
3085-09 Need	\$16,257,075.00
3085-00 Base (FY19 Allocation)	<u>\$15,932,747.00</u>
	\$32,189,822.00
3085-09 Budget	\$14,817,336.00
3085-00 Budget	<u>\$16,587,316.00</u>
	\$31,404,652.00
3085-09 Diff Need/Budget	-\$1,439,739.00
3085-00 Diff Need/Budget	<u>\$654,569.00</u>
	-\$785,170.00
3085 HEFF Base	\$16,587,316.00
FY20 budget Request	<u>\$191,193.00</u>
	\$16,778,509.00
Less Budget Short	-\$785,170.00
A/F Funds for FY20	\$15,993,339.00
FY20 Allocation	\$15,784,961.00 this ties to Monte's HEFF Cash Flow Worksheet
Excess Authority	\$208,378.00

See Agenda Item 7-Z March 27-29, 2018 #6

DRAFT MOTION 20180327_7-Z:

I move to approve the recommendations of the working group as follows: (1) Develop our own goal relative to the State’s contribution to maintenance and repair and meet with future administration leadership to start a dialogue on what is reasonable and can be supported;

(2) For any building not yet approved, require that the institutions identify and implement a maintenance and repair funding plan as well as a facility operating budget and funding plan as part of any new building not funded entirely with HEFF; (3) After the completion of the 2012 Ten-Year Plan and as lease obligations are satisfied, return the dollars to the universities in-line with how they are generated. Allow the universities to use the dollars to meet their 2% requirement or invest in replacement facilities as long as it does not negatively impact the 2% goal. All replacement or new facilities must be approved by the Board along with a maintenance and repair funding plan; (4) Capture the local and private investments into maintenance and repair and include them in the amounts spent in meeting the 2% goal. When the project is a major renovation project, recognize the investment over a period not to exceed five years; (5) Revisit the methodology used to determine the replacement values with the State, specifically with the Bureau of Finance and Management, and determine if there are other options for calculating the values used for the 2% calculation; and (6) Add revenues as a third component of the current allocation formula (Revenues/Replacement Values/GSF) starting in FY20. This will start returning dollars to the institutions generating the dollars as well as recognize utilization. This aligns with the long-term goal of putting the universities in charge of decisions related to maintenance and repair and new facilities (Issue 3).

FY18 Actual HEFF Revenue by campus and university center from HEFF Cash 2015 Forward.xlsx

FY21 Notes:

M&R Funding available from HEFF Cash Flow Statement

HEFF Revenue by University from HEFF Cash 2015 Forward

FY21 HEFF Maintenance & Repair Projects							
		Project #	Building Name	Project Name	M&R Category	M&R Class	Cost Estimate
		<u>Black Hills State University</u>					
111406	152066	6H2101		M&R Bond			\$108,137
		6H2102		Planning & Design			\$65,326
		6H21XX	Jonas Science	Roof Replacement	Building Integrity	Repair	\$275,000
		6H21XX	Campus	Road Improvement	Campus Infrastructure	Renovation	\$73,056
		6H21XX	Library Learning Center	Dedicated Archives HVAC	Building Integrity	Renovation	\$185,000
		6H21XX	Library Learning Center	Sidewalk/Landscape Repair/Replace	Building Integrity	Repair	\$250,000
		6H21XX	Library Learning Center	Additional Power & Data	Building Integrity	Renovation	\$350,000
					FY21 HEFF M&R Projects Total		\$1,306,519
		<u>Black Hill State University - RC</u>					
111408	152068	6H21XX		Planning & Design			\$9,708
		6H21XX	BH-RC	Classroom/Lab Upgrade	Building Integrity	Renovation	\$107,509
		6H21XX	BH-RC	Building Envelope	Building Integrity	Renovation	\$76,944
					FY21 HEFF M&R Projects Total		\$194,161
		<u>Dakota State University</u>					
111408	152068	8H2102		Planning & Design			\$45,269
		8H21XX	Campus Wide	Classroom Renovations	Programmatic Suitability	Maintenance	\$60,101
		8H21XX	Tyrrell Physical Plant	Boiler Replacement	Campus Infrastructure	Renovation	\$250,000
		8H21XX	Karl Mundt Library	Window Replacement	Energy and Utility Savings	Renovation	\$100,000
		8H21XX	Heston Hall	HVAC and Lower Level Renovations	Energy and Utility Savings	Renovation	\$100,000
		8H21XX	Campus Wide	Landscaping, Sidewalks, Parking	Public Health, Safety, and Compliance	Maintenance	\$350,000
					FY21 HEFF M&R Projects Total		\$905,370
		<u>Northern State University</u>					
111405	152065	5H2101		M&R Bond			\$135,532
		5H2102		Planning & Design			\$61,121
		5H2103	Beulah W. Library	Decentralize heating system	Energy and Utility Savings	Renovation	\$1,025,767
					FY21 HEFF M&R Projects Total		\$1,222,420

FY21 HEFF Maintenance & Repair Projects							
		Project #	Building Name	Project Name	M&R Category	M&R Class	Cost Estimate
		<u>South Dakota School of Mines & Technology</u>					
111404	152064	4H2102		Planning & Design			\$70,956
		4H21XX	McLaury Building	Phase 3 Renovation (Garden Level)	Building Integrity	Renovation	\$1,000,000
		4H21XX	Various	Campus HVAC Emergency	Public Health Safety and Compliance	Maintenance	\$80,000
		4H21XX	Various	Campus Fire & Life Safety	Public Health Safety and Compliance	Maintenance	\$50,000
		4H21XX	Various	Campus Building Integrity	Building Integrity	Maintenance	\$40,000
		4H21XX	EEP	Main Electrical	Building Integrity	Renovation	\$100,000
		4H21XX	King Center	Goodell Gym Floor	Building Integrity	Maintenance	\$50,000
		4H21XX	Music Center	Renovations	Building Integrity	Renovation	\$28,167
					FY21 HEFF M&R Projects Total		\$1,419,123
		<u>South Dakota State University</u>					
111403	152063	3H2101		M&R Bond			\$522,883
		3H2102	Campus	Planning & Design	Planning	Renovation	\$440,000
		3H21XX	Campus	Annual Planned Program Maintenance of Steam Distribution System	Campus Infrastructure	Maintenance	\$180,000
		3H21XX	Campus	Replace Condensate Piping and Tunnel Repairs from SCE to SPC	Campus Infrastructure	Repair	\$600,000
		3H21XX	Campus	Energy Conservation Projects	Energy & Utility Savings	Renovation	\$71,000
		3H21XX	Central Heating Plant	Mix Tank, Piping, and Pumps Replacement	Campus Infrastructure	Repair	\$230,000
		3H21XX	Animal Science Arena	Electrical Service & Motor Control Center Replacement	Building Integrity	Repair	\$303,000
		3H21XX	Animal Science Complex	Replace Steam to Hot Water Heat Exchangers	Building Integrity	Repair	\$150,000
		3H21XX	Campus	Emergency Roof Repairs (e.g. SAGM, SWSC, SNP, SWC)	Building Integrity	Repair	\$60,000
		3H21XX	Grove Hall	Roof Replacement	Building Integrity	Repair	\$305,000
		3H21XX	Alfred Dairy Science	Replace Southeast Glass Curtainwall	Building Integrity	Repair	\$41,000
		3H21XX	Plant Science Building	Roof Replacement	Building Integrity	Repair	\$201,000
		3H21XX	Campus	Ash Tree Replacement	Programmatic Suitability	Maintenance	\$31,000
		3H21XX	Campus	Concrete Walk & Pavement Replacement	Campus Infrastructure	Repair	\$110,971
		3H21XX	Campus	Interior Signage Replacement (e.g. SAV & SAM)	Programmatic Suitability	Maintenance	\$25,000
		3H21XX	Briggs Library	Relocate Testing Services from STC to SBL	Programmatic Suitability	Renovation	\$420,000
		3H21XX	Campus	Masonry and Concrete Wall Repairs (e.g. SBL, SNP, SAM, SAE)	Building Integrity	Repair	\$200,000
		3H21XX	Campus	Campanile Avenue Utility Replacement	Campus Infrastructure	Repair	\$410,000
		3H21XX	Stanley Marshall Center	Track Surface Abatement	Public Health, Safety, & Compliance	Repair	\$430,000
		3H21XX	McFadden Northern Plains Biostress	Exhaust System Upgrades	Building Integrity	Renovation	\$790,000
					FY21 HEFF M&R Projects Total		\$5,520,854

FY21 HEFF Maintenance & Repair Projects							
		Project #	Building Name	Project Name	M&R Category	M&R Class	Cost Estimate
		University of South Dakota					
111402	152062	2H2101		M&R Bond			\$429,185
		2H2102		Planning & Design			\$215,825
		2H21XX	Campus	Hazardous Materials Abatement (asbestos, lead paint)	Public Health, Safety & Compliance	Maintenance	\$75,000
		2H21XX	Campus	Mechanical Repairs and Upgrades	Energy & Utility Savings	Maintenance	\$280,000
		2H21XX	Campus	Electrical Repairs & Upgrades	Energy & Utility Savings	Maintenance	\$160,000
		2H21XX	Campus	Roof Inspections and Repairs	Building Integrity	Maintenance	\$50,000
		2H21XX	Campus	Building Control Systems Maint. & Replacement	Energy & Utility Savings	Maintenance	\$50,000
		2H21XX	Campus	Painting and Flooring Repairs and Upgrades	Building Integrity	Maintenance	\$35,000
		2H21XX	Campus	Sidewalk Safety And Accessibility Improvements	Energy & Utility Savings	Maintenance	\$80,000
		2H21XX	Campus	Elevator Repairs	Public Health, Safety & Compliance	Maintenance	\$100,000
		2H21XX	Campus	Irrigation and Grounds Maintenance	Energy & Utility Savings	Renovation	\$30,000
		2H21XX	Campus	Classroom Critical Maintenance & Repair	Building Integrity	Maintenance	\$25,000
		2H21XX	Campus	Academic Building Space Maintenance	Building Integrity	Maintenance	\$25,000
		2H21XX	Campus	Security Camera and Card Access	Building Integrity	Maintenance	\$50,000
		2H21XX	Campus	UPS Replacement	Energy & Utility Savings	Maintenance	\$30,000
		2H21XX	Campus	Electrical Infrastructure Replacement	Energy & Utility Savings	Maintenance	\$60,000
		2H21XX	Arts & Sciences	A&S Renovation	Building Integrity	Renovation	\$491,788
		2H21XX	Dakota Dome	Pool Maintenance	Public Health, Safety & Compliance	Maintenance	\$30,000
		2H21XX	Fine Arts	Renovate Fine Arts Restrooms	Building Integrity	Renovation	\$100,000
		2H21XX	Fine Arts	Knutson Theatre Renovations	Building Integrity	Renovation	\$1,659,704
		2H21XX	Law School	Interior Renovations	Building Integrity	Maintenance	\$300,000
		2H21XX	Old Main	Replace Exterior Doors	Building Integrity	Maintenance	\$30,000
		2H21XX	Vucurevich	Restroom Renovations	Building Integrity	Renovation	\$10,000
					FY21 HEFF M&R Projects Total		\$4,316,502
		Sanford School of Medicine					
111402	152062	2H2152		Planning & Design			\$11,354
		2H215X	HSC	Wegner 2nd floor renovation	Programmatic Suitability	Alteration	\$100,000
		2H215X	HSC	Exterior sidewalk and entrance grading/paving	Public Health, Safety, and Compliance	Repair	\$115,727
					FY21 HEFF M&R Projects Total		\$227,081

FY21 HEFF Maintenance & Repair Projects							
		Project #	Building Name	Project Name	M&R Category	M&R Class	Cost Estimate
		<u>Community College for Sioux Falls</u>					
111409	152069	2H2162		Planning & Design			\$15,691
		2H216X	CC1	Accessibility Renovation	Public Health, Safety, and Compliance	Renovation	\$50,000
		2H216X	CC1	Open access and functionality in suite	Programmatic Suitability	Renovation	\$13,000
		2H216X	CC1 & CC2	Lighting fixture upgrades	Energy and Utility Savings	Renovation	\$36,000
		2H216X	CC1 & CC2	Mechanical repair and upgrades	Building Integrity	Maintenance	\$52,309
		2H216X	CC1 & CC2	Painting, patching and Carpet updates	Building Integrity	Maintenance	\$20,000
		2H216X	CC2	Renovation to create 1 large classroom	Programmatic Suitability	Renovation	\$26,000
		2H216X	CC1 & CC2	Security Upgrades	Public Health, Safety, and Compliance	Maintenance	\$25,828
		2H216X	CC1 & CC2	UPS Battery Replacement	Public Health, Safety, and Compliance	Maintenance	\$17,000
		2H216X	CC1 & CC2	Roof repairs	Public Health, Safety, and Compliance	Maintenance	\$17,000
		2H216X	GEAR	Roof repairs	Public Health, Safety, and Compliance	Maintenance	\$11,000
		2H216X	GEAR	Lighting fixture upgrades	Energy and Utility Savings	Renovation	\$10,000
		2H216X	GEAR	Mechanical repair and upgrades	Building Integrity	Maintenance	\$20,000
					FY21 HEFF M&R Projects Total		\$313,828
					Grand Total FY21 HEFF M&R Projects		\$15,425,861

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – P
DATE: December 11-12, 2019

SUBJECT

FY21 Auxiliary System M&R Projects

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 6:6](#) – Maintenance and Repair

[BOR Policy 5:25](#) – Auxiliary Revenue System

BACKGROUND/DISCUSSION

The auxiliary system encompasses all the facilities that are pledged under the Board of Regents' bond covenants – generally it includes the student unions, wellness centers, residential facilities and a number of the parking systems. To achieve an adequate maintenance and repair program for all auxiliary buildings, the goal is to spend an average of two percent per year of the total building replacement value. After the operating costs are covered, excess revenues flow to the Repair and Replacement Reserve Fund which is then available to fund maintenance projects. The fund is used to cover the cost of maintenance and repair, renewals, renovations, and replacements not paid as part of the ordinary operation.

Each year the institutions identify planned projects that will be funded with auxiliary funds. Approval of the list provides Board approval for the projects. Throughout the year, additional projects can be added or the list can be revised in accordance with Board Policy 6:6(8).

IMPACT AND RECOMMENDATIONS

The FY21 M&R project total for the auxiliary system is estimated to be \$16.5 million, campuses must expend two percent on average over a five-year period.

Approval of the FY21 Auxiliary System Maintenance and Repair projects will allow the universities to begin project planning and completion in a timely manner.

ATTACHMENTS

Attachment I – Auxiliary System M&R Projects (includes the campus designated projects, the estimated project cost, and the project's fund source)

DRAFT MOTION 20191211_4-P:

I move to approve the FY21 Auxiliary System M&R projects as presented in Attachment I.

FY21 Auxiliary System Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Class	Fund Source	Cost Estimate
<u>Black Hills State University</u>					
6X21XX	Resident Halls	Entry Vestibule	Alteration	Room Revenue	\$200,000
6X21XX	Humbert Hall	Shower Bathroom Upgrade	Renovation	Room Revenue	\$100,000
6X21XX	Heidepriem Hall	Window Replacement	Renovation	Room Revenue	\$200,000
6X21XX	Humbert Hall	Window Replacement	Renovation	Room Revenue	\$200,000
6X21XX	Thomas Hall	HVAC Upgrade	Renovation	Room Revenue	\$600,000
6X21XX	Wenona Cook	Shower Bathroom Upgrade	Renovation	Room Revenue	\$165,000
6X21XX	Wenona Cook	Hydronic Boiler Install	Renovation	Room Revenue	\$75,000
			FY21 Auxiliary M&R Projects Total		\$1,540,000
<u>Dakota State University</u>					
8X21XX	Higbie Hall	AC upgrade	Renovation	RRR	\$450,000
8X21XX	Higbie Hall	Restroom Upgrades	Renovation	RRR	\$300,000
8X21XX	Richardson Hall	Flooring replacement (4th Floor)	Maintenance	RRR	\$35,000
8X21XX	Emry Hall	Hydronic Insulation Replacement (1st Floor)	Maintenance	RRR	\$35,000
8X21XX	Trojan Center	Restroom Upgrades	Renovation	RRR	\$80,000
			FY21 Auxiliary M&R Projects Total		\$900,000
<u>Northern State University</u>					
5X2101	McWelsh Hall	Replace roof	Repair	Auxiliary M&R	\$150,000
5X2102	Briscoe Hall	Replace stair treads	Maintenance	Auxiliary M&R	\$50,000
			FY21 Auxiliary M&R Projects Total		\$200,000
<u>South Dakota School of Mines & Technology</u>					
4X2101	Various	Residence Hall General Maintenance	Maintenance	Housing Fees/Revenues	\$95,000
4X2102	Surbeck Center	Surbeck General Maintenance	Maintenance	Housing Fees/Revenues	\$30,000
4X2103	Palmerton Hall	Renovation Project	Renovation	Housing Fees/Revenues	\$50,000
4X2104	Connolly Hall	Building Switches	Repair	Housing Fees/Revenues	\$55,000
4X2105	Various	Door Lock Replacement	Alteration	Housing Fees/Revenues	\$300,000
			FY21 Auxiliary M&R Projects Total		\$530,000

FY21 Auxiliary System Maintenance & Repair Projects					
Project #	Building Name	Project Name	M&R Class	Fund Source	Cost Estimate
South Dakota State University					
3X21XX	Meadows South	HVAC Upgrade and Building Skin Replacement	Repair	Rent Revenue	\$348,000
3X21XX	Meadows North	HVAC Upgrade and Building Skin Replacement	Repair	Rent Revenue	\$1,796,521
3X21XX	Meadows North	Apartment Cabinetry & Kitchen Updates	Renovation	Rent Revenue	\$400,000
3X21XX	Meadows South	Apartment Cabinetry & Kitchen Updates	Renovation	Rent Revenue	\$400,000
3X21XX	Meadows North	Interior Refinishing	Maintenance	Rent Revenue	\$927,000
3X21XX	Meadows South	Interior Refinishing	Maintenance	Rent Revenue	\$927,000
3X21XX	Binnewies Hall	Maintenance Painting	Maintenance	Rent Revenue	\$180,000
3X21XX	Residence Halls	Emergency M&R Repairs	Repair	Rent Revenue	\$350,000
3X21XX	Residence Halls	Concrete Replacement	Repair	Rent Revenue	\$100,000
3X21XX	Student Wellness Center	Refinish Interior Stairways	Maintenance	RRR	\$10,400
3X21XX	Student Wellness Center	Exterior Concrete Column Repairs	Repair	RRR	\$10,400
3X21XX	Student Wellness Center	Landscaping Maintenance & Upgrades	Repair	RRR	\$25,900
3X21XX	Student Wellness Center	Gym Curtain Dividers Replacement	Maintenance	RRR	\$61,100
3X21XX	Student Wellness Center	Planning - Lower Level Locker Rooms Remodel	Renovation	RRR	\$50,000
3X21XX	Student Wellness Center	Intramural Fields Upgrades	Repair	RRR	\$356,000
3X21XX	University Student Union	Phase 2 Remodeling to Grand Marketplace, Common areas, Conference Rooms, and Volstorff Ballroom	Renovation	RRR	\$2,100,000
3X21XX	University Student Union	Replace Motor Control Center	Repair	RRR	\$300,000
3X21XX	University Student Union	Make-up Air Unit (MUA) Replacement	Repair	RRR	\$250,000
3X21XX	University Student Union	Emergency M&R Repairs	Repair	RRR	\$300,000
3X21XX	University Student Union	Variable Speed Drives for Air Handling Units	Repair	RRR	\$100,000
3X21XX	Parking Lots	Crack Seal	Repair	Parking & Traffic Revenues	\$50,000
3X21XX	Parking Lots	Repair, Mill, & Overlay (e.g. PL101, PL114, PL118, PL145, & PL163)	Repair	Parking & Traffic Revenues	\$700,000
			FY21 Auxiliary M&R Projects Total		\$9,742,321

FY21 Auxiliary System Maintenance & Repair Projects					
Project #	Building Name	Project Name	M&R Class	Fund Source	Cost Estimate
University of South Dakota					
2X21XX		Planning & Design			\$100,000
2X21XX	Housing	Mechanical System Replacement & Repairs	Maintenance	RRR	\$20,000
2X21XX	MUC	Mechanical System Replacement & Repairs	Maintenance	RRR	\$10,000
2X21XX	Wellness	Mechanical System Replacement & Repairs	Maintenance	RRR	\$10,000
2X21XX	Housing	Electrical System Replacement & Repairs	Maintenance	RRR	\$10,000
2X21XX	MUC	Electrical System Replacement & Repairs	Maintenance	RRR	\$10,000
2X21XX	Wellness	Electrical System Replacement & Repairs	Maintenance	RRR	\$10,000
2X21XX	Housing	Roof Inspections and Repairs	Maintenance	RRR	\$10,000
2X21XX	MUC	Roof Inspections and Repairs	Maintenance	RRR	\$10,000
2X21XX	Wellness	Roof Inspections and Repairs	Renovation	RRR	\$10,000
2X21XX	MUC	Campus Camera, Card Access, and Panic Buttons	Maintenance	RRR	\$20,000
2X21XX	Coyote Village	Elevator jack packing	Maintenance	RRR	\$30,000
2X21XX	Coyote Village	Replace furniture	Maintenance	RRR	\$180,000
2X21XX	Brookman	NE Vestibule Upgrade	Maintenance	RRR	\$60,000
2X21XX	Brookman	Replace Roof	Maintenance	RRR	\$100,000
2X21XX	Brookman	Repair HVAC Exhaust System	Maintenance	RRR	\$100,000
2X21XX	Brookman	Replace Domestic Water Heating steam converter and upgrade BAS	Maintenance	RRR	\$50,000
2X21XX	Burgess	Renovate RHD Office 138	Renovation	RRR	\$60,000
2X21XX	North Complex	Wireless Access Control upgrades at Rooms	Renovation	RRR	\$70,000
2X21XX	North Complex	Renovation of Lounges	Maintenance	RRR	\$250,000
2X21XX	Richardson	Fourth Floor Restroom Renovation - Phase 1	Renovation	RRR	\$150,000
2X21XX	Richardson	Fourth Floor Interior Renovation - Phase 2	Renovation	RRR	\$1,100,000
2X21XX	Richardson	DDC room controls upgrade via JCI	Renovation	RRR	\$450,000
2X21XX	Richardson/Olson	Replace dryer vents	Maintenance	RRR	\$100,000
2X21XX	Richardson/Olson	Exterior Renovation - Grading/Landscaping	Maintenance	RRR	\$50,000
2X21XX	Richardson/Olson	Mechanical System Upgrade	Maintenance	RRR	\$600,000
2X21XX	Richardson/Olson	Replace main entrance aluminum doors	Renovation	RRR	\$40,000
2X21XX	Muenster	Chick-Fil-A Refresh	Renovation	RRR	\$10,000
2X21XX	Muenster	Qdoba Refresh	Renovation	RRR	\$20,000
			FY21 Auxiliary M&R Projects Total		\$3,640,000
		Grand Total FY21 Auxiliary System M&R Projects			\$16,552,321

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – Q
DATE: December 11-12, 2019

SUBJECT

FY21 AES M&R Projects

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 38-20A-4](#) – Annual registration required for sale or distribution of pesticides

[SDCL 38-20A-59](#) – Distribution of fees

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND/DISCUSSION

Maintenance and repair projects for the Agricultural Experiment Station (AES) are funded by the pesticide tax, enacted by the South Dakota Legislature in 1998 and amended by the 2018 Legislature (SB34). For each annual application fee of \$120.00 collected, the Agricultural Experiment Station receives \$15 and the Cooperative Extension Service receives \$10.

IMPACT AND RECOMMENDATIONS

The pesticide fee revenue allotted to AES is to be used entirely for AES maintenance and repair projects. The pesticide fee revenue for AES is projected to be \$225,000. The attached project list totals \$306,000. AES will supplement the pesticide funds with available local funds to ensure the projects can be accomplished. Funding sources will be identified when the project work orders are submitted.

Approval of the FY21 AES M&R projects will allow SDSU to begin project planning and completion in a timely manner.

ATTACHMENTS

Attachment I – FY21 AES M&R projects requested by SDSU

DRAFT MOTION 20191211_4-Q:

I move to approve the AES M&R projects for FY21 as requested.

South Dakota State University
Agricultural Experiment State (AES)
FY21 Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Category	M&R Class	Funding Source	Cost
3AE21X	Animal Science Complex	Lab Equipment Installation	Programmatic Suitability	Renovation	Pesticide Tax	\$200,000
3AE21X	Various Units	Fencing Repairs	Infrastructure	Repair	Pesticide Tax	\$16,000
3AE21X	Poultry Unit	Office Building Upgrades (Bldg #850) Replace	Building Integrity	Repair	Pesticide Tax	\$90,000
				FY21 M&R Projects Total		\$306,000
**Note: The projects on the list are for the full amount and may include funding above and beyond the Pesticide M&R funds.						
As work requests for the individual project are approved, the additional fund sources will be identified.						
Refer to BOR Policy 6:6 Maintenance & Repair						
⁽¹⁾ M&R Category						
A.	Public Health, Safety, and Compliance					
B.	Building Integrity					
C.	Programmatic Suitability					
D.	Energy and Utility Savings					
E.	Campus Infrastructure					
⁽²⁾ M&R Class						
A.	Maintenance					
B.	Repair					
C.	Renovation					
D.	Alteration					

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – R
DATE: December 11-12, 2019

SUBJECT

Capital Asset Purchase Greater than \$500,000 – SD Mines Pulsed Laser Deposition System

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 13-49-15](#) – Purchasing and contracting for institutions
[BOR Policy 5:4](#) – Purchasing

BACKGROUND/DISCUSSION

The Board has delegated authority to enter into contracts for the purchase of equipment, supplies, and services by the institutions. Purchases of capital assets with a per-unit cost exceeding \$500,000 must be approved by the Board of Regents prior to a purchase order being issued.

IMPACT AND RECOMMENDATIONS

South Dakota School of Mines & Technology (SD Mines) requests the authority to purchase a Pulsed Laser Deposition System. SD Mines has received RII-T-1 and RII-T-2 grant awards from the National Science Foundation (NSF). A portion of the funds are to be used to purchase a Pulsed Laser Deposition System. The total cost of the system is \$632,000, requiring Board approval. Attached is the Capital Asset Purchase Request Form and the verification of awards from NSF.

ATTACHMENTS

Attachment I – South Dakota Board of Regents Capital Request form
Attachment II – Award Abstracts from NSF

DRAFT MOTION 20191211_4-R:

I move to approve SD Mines' request to purchase a Pulsed Laser Deposition System using approximately \$632,000 of grant funds.



SOUTH DAKOTA BOARD OF REGENTS CAPITAL ASSET PURCHASE REQUEST

Please check approval action needed:

Board Authorization Required:

X

Executive Director Approval Required:

Is this an Externally Funded Research Purchase?

Yes

X

No

Institution: South Dakota School of Mines and Technology

Department: Materials and Metallurgical Engineering

Fund Source: RII T-1: Building on The 2020 Vision: Expanding Research, Education and Innovation in South Dakota

RII-T-2: Data Driven Material Discovery Center for Bioengineering Innovation

(SPECIFIC REVENUE SOURCE MUST BE IDENTIFIED)

Estimated Cost: \$632,000

Item Description: Pulsed Laser Deposition System

Purpose:

Pulsed Laser Deposition (PLD) is a thin film deposition system which will have the ability to deposit a wide range of nano-structured materials. PLD systems typically use a focused pulsed laser to vaporize a small section of a solid target material in a vacuum chamber and produces a thin film on the substrate materials. This system will be purchased from two funding sources (NSF EPSCoR: Track-I and 2). Critical to the success of both proposed efforts is the precise modification of surfaces, which will be accomplished using the state-of-the-art PLD technique. T1 Funds of \$470K will be used to purchase a base PLD system with the RHEED (in-situ film monitoring tool) and Laser Package. T2 Funds of \$162 K will be used to purchase ancillary supporting tools to expand the PLD capabilities for 2D material synthesis. These ancillary tools will provide the PLD system with Magnetron sputtering capabilities along with some advanced in-situ film characterization tools. PLD instrument along with the ancillary tools will enable the synthesis of a wide range of thin films to support research in the T1 and T2 projects. This will also provide an opportunity to be successful in developing 2D materials and Biofilm research through national and international collaborations.

**Institutional
Authorization:**
Date:

11/13/19

Date Approved by the Board of Regents:
Executive Director Approval:
Date:

**NOTE: Institutions are responsible for processing their requisitions through their procurement department.
All supporting information must be attached with this request.**

*Policy 5:4: Capital asset purchases of \$250,000 to \$500,000 require Executive Director approval.
Capital asset purchases exceeding \$500,000 requires Board of Regents approval.*



National Science Foundation
WHERE DISCOVERIES BEGIN



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Award Abstract #1920954

RII Track-2 FEC: Data Driven Material Discovery Center for Bioengineering Innovation

NSF Org: [OIA](#)
[Office of Integrative Activities](#)

Initial Amendment Date: August 9, 2019

Latest Amendment Date: August 9, 2019

Award Number: 1920954

Award Instrument: Cooperative Agreement

Program Manager: J.D. Swanson
OIA Office of Integrative Activities
O/D Office Of The Director

Start Date: August 1, 2019

End Date: July 31, 2023 (Estimated)

Awarded Amount to Date: \$3,000,000.00

Investigator(s): Robb Winter robb.winter@sdsmt.edu (Principal Investigator)
Matthew Fields (Co-Principal Investigator)
Carol Lushbough (Co-Principal Investigator)
Parvathi Chundi (Co-Principal Investigator)
Bharat Jasthi (Co-Principal Investigator)

Sponsor: South Dakota School of Mines and Technology
501 East Saint Joseph Street
Rapid City, SD 57701-3995 (605)394-1218

NSF Program(s): EPSCoR Research Infrastructure

Program Reference Code(s): 9150

Program Element Code(s): 7217

ABSTRACT

Microbes attached to surfaces, commonly known as biofilms, represent multi-million dollar challenges and opportunities in municipal water, marine, manufacturing and oil and gas sectors and a range of other engineering and medical applications. The study of biofilms at the cellular level and the study of materials at the atomic level generate extremely large amounts of rich data. To mine this data and establish connections between biofilm growth and material properties, this Research Infrastructure Improvement Track-2 Focused EPSCoR Collaborations (RII Track-2 FEC) award will form a new collaboration between South Dakota School of Mines and Technology, Montana State University, the University of Nebraska - Omaha and the University of South Dakota to develop Big Data Analytic Tools. This team will develop the Biofilms Data and Information Discovery system (Biofilm-DIDs) to collect and combine these large data sets using artificial intelligence to analyze and predict gene responses and biofilm characteristics influenced by surface properties. By accomplishing this goal the team intends to rapidly accelerate the pace of discovery of new materials to control and leverage biofilm growth. This project will

11/13/2019

NSF Award Search: Award#1920954 - RII Track-2 FEC: Data Driven Material Discovery Center for Bioengineering Innovation

provide education, training and workforce development opportunities for a diverse cohort of junior faculty and post-doctoral researchers and graduate, undergraduate and high-school teachers and students.

The primary objective of this project is to develop Big Data Analytic Tools for understanding rules of life in biofilms on technologically relevant materials modified with an emerging class of single-atom thick, two-dimensional (2D) materials. This will be accomplished by developing the Data Driven Material Discovery (DDMD) Center for Bioengineering Innovation, which will coalesce diverse infrastructure in bioscience, computer science, and material science from South Dakota School of Mines & Technology, Montana State University, the University of Nebraska-Omaha and the University of South Dakota to develop the unique Biofilm-DID system. The DDMD Center will focus on the development of novel interdisciplinary approaches and data analytics to track biofilm phenotypes on 2D materials, coupled with -omics analyses of sulfate-reducing biofilm phenotypes to discover rules of biofilm assembly and organization governed by atomic-scale material surface features. The DDMD Center's areas of research will include: big data mining, machine learning, and predictive modeling; 2D materials for biological applications; and biofilm composition and diversity. The Biofilm-DIDs will be developed, calibrated and validated to provide a scientific platform for interrogating biological mechanisms in response to nano-scale properties. This platform will be leveraged to understand how the substrate crystallographic orientations and point defects in coatings affect gene expression, signaling pathways, metabolites, and structure formation controlling stress resistance, extracellular electron transfer, and biocorrosion mechanisms of biofilms. The DDMD center infrastructure will offer a series of education, training, and workforce development opportunities in data analytics and informatics approaches customized to material and biofilm sciences.

This award reflects NSF's statutory mission and has been deemed worthy of support through evaluation using the Foundation's intellectual merit and broader impacts review criteria.

Please report errors in award information by writing to: awardsearch@nsf.gov.

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National Science Foundation, 2415 Eisenhower Avenue, Alexandria, Virginia 22314, USA
Tel: (703) 292-5111, FIRS: (800) 877-8339 | TDD: (800) 281-8749


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Award Abstract #1849206

RII Track-1: Building on The 2020 Vision: Expanding Research, Education and Innovation in South Dakota

NSF Org: [OIA](#)
[Office of Integrative Activities](#)

Initial Amendment Date: September 18, 2019

Latest Amendment Date: September 18, 2019

Award Number: 1849206

Award Instrument: Cooperative Agreement

Program Manager: J.D. Swanson
OIA Office of Integrative Activities
O/D Office Of The Director

Start Date: October 1, 2019

End Date: September 30, 2024 (Estimated)

Awarded Amount to Date: \$3,828,361.00

Investigator(s): G. Melvin Ustad mel.ustad@sdstate.edu (Principal Investigator)
Bentley Saylor (Co-Principal Investigator)
Carol Lushbough (Co-Principal Investigator)
Senthil Subramanian (Co-Principal Investigator)
Venkata Gadhamshetty (Co-Principal Investigator)

Sponsor: South Dakota Board of Regents
306 East Capitol Avenue
Pierre, SD 57501-2545 (605)773-3455

NSF Program(s): EPSCoR Research Infrastructure

Program Reference Code(s): 7715, 9150, BIOT, SMET

Program Element Code(s): 7217

ABSTRACT

Bacterial biofilms (layers of bacteria that adhere to surfaces) are becoming increasingly valued for their potential ability to give advantageous properties to the surfaces they adhere to. To leverage this, South Dakota EPSCoR proposes to bring together faculty, staff, and students from eleven South Dakota institutions to form a new research center called the South Dakota Biofilm Science and Engineering Center (SDBSEC) under the common goal of becoming nationally recognized for developing next-generation biofilm technologies. These technologies will be focused on understanding the interactions between biofilms and a substrate (metal or plant). The research will eventually develop both superior corrosion-resistant metals that can be used in the oil and gas industry and will allow agricultural crops to thrive on less fertilizer by leveraging nitrogen-fixing bacteria that can supplement nitrogen to crops. The project will bring together a diverse team of individuals from many different scientific fields to conduct the research and will create SDBSEC Futures, a program to focus on the

11/13/2019

NSF Award Search: Award#1849206 - RII Track-1: Building on The 2020 Vision: Expanding Research, Education and Innovation in Sou...

development and engagement of the university educational pipeline, from K-12 teachers to undergraduate students to faculty in this project. SDBSEC Futures will focus on researchers and students originating from rural and Native American communities and will provide unique research experiences in SDBSEC laboratories to help them advance in STEM fields.

South Dakota EPSCoR's Research Infrastructure Improvement project will create the South Dakota Biofilm Science and Engineering Center (SDBSEC) that aims to become nationally recognized for developing next generation, nanoscale, conformational two-dimensional coatings to control biofilm formation on technologically relevant materials with agricultural, industrial, and commercial applications. The SDBSEC intends to develop fundamental knowledge of biofilm phenotypes by addressing: 1) Corrosion on metal surfaces with a focus on sulfate reducing bacteria that have direct implications for the energy industry where the prevention of corrosion of oil pipelines by bacteria could help prevent oil leaks into the environment and therefore prevent economic and environmental catastrophes; 2) Biofilm influence on root colonization in agriculturally relevant crops, focusing on the nitrogen-fixing bacterium *Bradyrhizobium diazoefficiens*. This research will focus on soybean plant roots to understand how biofilms could potentially enhance favorable symbiosis between the plant and the bacteria by reducing the competition of other soil microbes. When the nitrogen-fixing symbiotic relationship is maximized, efficient nitrogen fixation will be enabled, thus reducing the need for additional fertilizer application. Additionally, the project will assemble a comprehensive education and outreach plan through a program called SDBSEC Futures. SDBSEC Futures will focus on multiple educational levels from K-12 to faculty, and involve higher educational institutions, K-12 schools, industry, and tribal colleges to generate significant, long lasting impacts in the development of a competitive workforce in the state of South Dakota. SDBSEC Futures has elected to pay particular attention to providing STEM opportunities to Native American and rural populations to have a deep and long-lasting impact in South Dakota well beyond the duration of this award.

This award reflects NSF's statutory mission and has been deemed worthy of support through evaluation using the foundation's intellectual merit and broader impacts review criteria.

This award reflects NSF's statutory mission and has been deemed worthy of support through evaluation using the Foundation's intellectual merit and broader impacts review criteria.

Please report errors in award information by writing to: awardsearch@nsf.gov.

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SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – S
DATE: December 11-12, 2019

SUBJECT

West Central Electric Co-op, Inc. Easement Resolution (SDSU)

CONTROLLING STATUTE, RULE, OR POLICY

SDCL [5-2-10](#) & [5-2-11](#).

BACKGROUND / DISCUSSION

West Central Electric Co-op, Inc. is seeking a right-of-way easement for the construction, reconstruction, replacement, modification, upgrading, extension, removal, maintenance, and operation of an electrical service line and all necessary and appurtenant of structures, fixtures and controls. This easement and right-of-way will be constructed across real property owned by SDSU in order to provide electrical services to the SDSU Cottonwood Field Station. The land in question is located in Jackson County. The easement will not interfere with SDSU's use of the land.

IMPACT AND RECOMMENDATION

South Dakota State University (SDSU) requests that the Board of Regents adopt the Resolution set forth in Attachment I requesting the grant of an easement to West Central Electric Co-op, Inc. to construct, reconstruct, replace, modify, upgrade, extend, remove, maintain, and operate electrical transmission and distribution lines, cable TV lines, data communication lines, and all necessary and appurtenant of structures, fixtures and controls. The foregoing will allow West Central Electric Co-op, Inc. to move forward with providing electrical services to SDSU at its Cottonwood Field Station.

Staff recommends approval.

ATTACHMENTS

Attachment I – Resolution Requesting the Grant of an Easement to West Central Electric Co-op

Attachment I, Exhibit I – Draft Easement to West Central Electric Co-op

DRAFT MOTION 20191211_4-S:

I move to approve and adopt the Resolution set forth in Attachment I, requesting the Commissioner of School and Public Lands to proceed with the easement as stated therein.

RESOLUTION

Resolution requesting the grant of an easement through, under, in, on and across portions of land occupied by South Dakota State University for the use and benefit of West Central Electric Co-op, Inc.

The South Dakota Board of Regents (hereinafter referred to as “Grantor”), on behalf of South Dakota State University, in consideration of one dollar (\$1) and other good and valuable consideration, and pursuant to the authority vested in Grantor under SDCL § 5-2-11, hereby requests the Commissioner of School and Public Lands to draw up all necessary documents and to forward them to the Governor to request their execution in order to grant to West Central Electric Co-Op, Inc. of Murdo, South Dakota, an easement to construct, reconstruct, replace, modify, upgrade, extend, remove, maintain, and operate electrical transmission and distribution lines, cable TV lines, data communication lines, and all necessary and appurtenant of structures, fixtures and controls for the operation and maintenance of electrical services through, under, in, on and across the following legally described real estate within Jackson County:

The Southeast (SE) Quarter (1/4) of Section 17, Township 1 South, Range 19 EBHM, Jackson County, South Dakota, as further shown in WCEC Map #148 which is Exhibit A to Exhibit I, a copy of which is attached hereto and incorporated herein.

Grantor requests that any grant of easement be consistent with, or responsive to, the issues identified in the draft grant of easement prepared by the Office of School and Public Lands and attached hereto as Exhibit I, without restricting the ability of the parties to further revise and finalize the details of the final document(s).

Grantor requests that any grant of easement provides that Grantor shall not be liable for any personal injury, property damage, or other liability to Grantee, its agents, employees, invitees, or to any other party caused by or related to Grantee’s use of the premises, irrespective of how such injury or damage may be caused, whether by action of the elements or acts of negligence of Grantee or any other party, and that Grantee further agree to reimburse Grantor for any judgment against it arising from Grantee’s use of the property.

Dated this ____ day of December, 2019.

SOUTH DAKOTA BOARD OF REGENTS

By _____

Kevin V. Schieffer

President

Certification:

I have compared the foregoing with an action taken by the Board of Regents at a regular meeting of the Board in Sioux Falls, South Dakota, on the ____ day of December, 2019, and I hereby certify that the same is a true, correct, and complete copy thereof and that the same has not been rescinded.

Dated this ____ day of December, 2019.

SOUTH DAKOTA BOARD OF REGENTS

By _____

Jim Morgan

Secretary

EXHIBIT 1

**This document prepared by:
Office of School and Public Lands
(605)773-3303
500 East Capitol Avenue
Pierre, South Dakota 57501-5070**

**STATE OF SOUTH DAKOTA
PERMANENT EASEMENT**

THIS EASEMENT is made and entered by and between the State of South Dakota acting through its Governor and Commissioner of School and Public Lands on behalf of the South Dakota Board of Regents, 500 East Capitol, Pierre, South Dakota, 57501 [the "State"] and West Central Electric Co-op, Inc., P.O. Box 17, Murdo, South Dakota, 57559 ["West Central Electric"].

WHEREAS, West Central Electric is desirous of acquiring a right-of-way easement for the construction, reconstruction, replacement, modification, upgrading, extension, removal, maintenance, and operation of electrical transmission and distribution lines, cable TV lines, data communication lines, and all necessary and appurtenant of structures, fixtures and controls across land belonging to the State, and the State is desirous of cooperating with West Central Electric for said easement.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. For and in consideration of the sum of One dollar (\$1.00), the receipt of which is hereby acknowledged and other valuable consideration set forth in this Easement, the State hereby grants and conveys to West Central Electric a right-of-way easement for the following described purposes: the right to construct, reconstruct, replace, modify, upgrade, extend, remove, maintain, and operate electrical transmission and distribution lines, cable TV lines, data communication lines, and all necessary and appurtenant of structures, fixtures and controls, through, under, in, on and across the following legally described real estate within the County of Jackson, State of South Dakota, more

commonly known as the SDSU Cottonwood Field Station (the “Easement Area”):

The Southeast (SE) Quarter (1/4) of Section 17, Township 1 South, Range 19 EBHM, Jackson County, South Dakota, as further shown in WCEC Map #148, which is attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full.

2. West Central Electric agrees that any construction will not interfere unnecessarily with the State’s use of its adjoining property and will not endanger or injure any improvements thereon. The State reserves the right to utilize the Property for all purposes not inconsistent with the easement rights herein conveyed. The State and/or West Central Electric may enter upon the above described property for the purposes of effectuating the grant of and reserved rights in this easement.

3. West Central Electric further agrees, at no cost to the State, to be responsible for the operation, repair, maintenance, replacement, or removal of the utilities or structures installed by West Central Electric and associated with the operation and maintenance of said utilities or structures.

4. West Central Electric further understands and agrees, that to the extent provided by South Dakota law, it shall be liable for all damages caused by the construction, operation, maintenance, enlargement, upgrade, repair, alteration, removal or replacement of the utilities or structures installed by West Central Electric and associated with the operation and maintenance of said utilities or structures, and West Central Electric agrees to indemnify, defend, and hold the State harmless for the same. Nothing in this agreement shall be read to waive Grantor’s sovereign immunity.

5. West Central Electric further understands and agrees that the State has and retains the right to lease, sell or otherwise convey the Easement Area, or any part thereof, provided, however, that this Easement shall remain in full force and effect until the expiration of the term hereof notwithstanding such lease, sale or conveyance. In addition, the above-described easement is subject to a reservation of further easements and rights-of way for irrigation ditches and canals, as provided by South Dakota Codified Laws 5-4-2, so long as they do not infringe upon the rights granted hereunder. This Easement is also subject to a reservation of rights relating to deposits of coal, ores, metal and other minerals, asphaltum, oil, gas and like substances provided South Dakota

Constitution Art. VIII, §19, South Dakota Codified Laws 5-7-3 to 5-7-6, inclusive and South Dakota Codified Laws 5-2-12, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

6. In consideration of this Easement, West Central Electric will not impose special assessments on the State to pay for connection costs to West Central Electric that may be associated with the development of the above described area.

7. The land herein described is to be used for the utilities or structures associated with the operation and maintenance of electrical services and no other purpose whatsoever, and that should the above described real property granted by this Easement cease to be used for said purposes for two consecutive years, this Easement reverts to the State or its successor and assigns.

8. This agreement and attachments shall constitute the entire agreement between the State and West Central Electric. This agreement supersedes any other written or oral agreements between the State and West Central Electric pertaining to the Easement Area, or any portion thereof. This agreement can be modified only in writing and signed by the State and West Central Electric or their respective heirs, representatives, executors, administrators, successors and assigns.

9. This easement shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of the parties hereto.

10. This Easement is governed by and shall be construed in accordance with the laws of the State of South Dakota.

11. This Easement shall be binding upon the heirs, executors, administrators, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Easement on this ____ day of _____, 20__.

STATE OF SOUTH DAKOTA

BY: _____

Kristi Noem
Governor

ATTEST:

Ryan Brunner
Commissioner of School and Public Lands

WEST CENTRAL ELECTRIC
CO-OP, INC.

BY: _____

ATTEST:

ACKNOWLEDGMENTS

[illegible]

On this ____ day of _____, 20____, before me the undersigned Notary Public within aforesaid County and State, personally appeared Kristi Noem, Governor, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that she executed the same.

Notary Public – State of SD

Notary Seal

Commission Expires



West Central Electric Cooperative, Inc.

P.O. Box 17, Murdo, South Dakota 57559
South Dakota 42, Lyman



SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – T
DATE: December 11-12, 2019

SUBJECT

Capital Projects List

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 5-14-1](#) – Classification of capital improvements

[SDCL 5-14-2](#) – Supervision by Bureau of Administration of capital improvement projects
– Payment of appropriated funds

[SDCL 5-14-3](#) – Preparation of plans and specifications for capital improvements – State
building committees – Approval by board or commission in charge of
institution

[BOR Policy 6:4](#) – Capital Improvements

BACKGROUND/DISCUSSION

The attached project list identifies the current capital improvement projects along with the regental building committee representative, estimated dollar amount, the source of funds for the project, and the current status of the project.

The review and approval of capital improvement projects involves several phases, and Board approval is required before a project may advance from one stage to another. Institutions may request exemption from this approval process for any maintenance and repair project after the preliminary facility statement. The review and approval steps involved include:

1. Submission of Preliminary Facility Statement for Board approval (proposal and justification).
2. Submission of work request for the Office of the State Engineer (OSE) and appointment of the Building Committee if an A/E firm is needed for development of the Facility Program Plan. OSE begins architect evaluation process and Building Committee interviews and selects architect.
3. Submission of Facility Program Plan (programmatic justification and detail, identification of financing fund source).

(Continued)

INFORMATIONAL ITEM

4. Legislative approval is required for all facilities outside of the auxiliary system and can be sought when funding is available or will be part of the Board's Ten year Plan.
5. Final Design Plan presented to Building Committee for initial approval prior to Board approval.
6. Final Design Plan submitted for Board approval.
7. Building Committee approves bid if within project approved limits and carries the project oversight from this point forward.
8. Board approves bid if there are substantive changes from Program Plan.

Once the bids are approved by the Building Committee or the Board and the financing plan is in place, the project proceeds to construction.

The list indicates if the projects were included in the 2005 or the 2012 Ten-Year Plans.

IMPACT AND RECOMMENDATIONS

No impact.

ATTACHMENTS

Attachment I – December 2019 Capital Projects List

South Dakota Board of Regents Capital Improvement Projects - December 2019

Facility Name	Ten-Year Plan	Legislative Action / YR	Fund Type	Legislative / Approved Amount	Most Recent Board Action	Current Project Status	Projected Completion Date	Building Committee Rep.
ACADEMIC FACILITIES								
Black Hills State University								
E. Y. Berry Library Renovation	FY12 10 Yr Plan	HB1051-2012	2022 HEFF Bonds Other	\$3,000,000 \$1,500,000 \$4,500,000	May-12 Facility Stmt	Planning	2022	Bastian
Lyle Hare Stadium Renovation					Jun-16 Facility Stmt	Planning	2024	Bastian
Dakota State University								
Event Center					Dec-16 Facility Stmt	Planning		Schaefer
Madison Cyber labs (MadLabs)		HB1057-2018	Private	\$18,000,596	May-17 Design Plan	Construction (Substantially Complete)	Dec-2019	Schaefer
Northern State University								
Athletic and Recreation Turf Field		HB1061-2018	Private HEFF M&R	\$6,278,243 \$303,314 \$6,581,557	Dec-17 Design	Final Inspection	2018	Thares
New Regional Science Education Center		HB1010-2017	Private	\$25,175,000	Dec-17 Design	Final Inspection	2019	Morgan
Regional Sports Complex		HB1037-2019	Private	\$33,000,000	Jun-19 Design Plan	Bid	2021	Thares
South Dakota School of Mines and Technology								
Chemistry/Chemical Engineering Building Repair & Renovation	FY12 10 Yr Plan	HB1021-2015	HEFF M&R 2015 HEFF Bonds	\$519,000 \$6,040,000 \$6,559,000	Apr-15 Design Plan	Final Inspection Waiting on LEED	2018	Sutton
Mineral Industries Building			Private/State		Jun-14 Facility Stmt	A/E Selection		Wink
Music Center (Old Gym) Renovation			Private		Oct-14 Facility Stmt	Planning		Wink
Student Innovation Center			Private		Jun-14 Facility Stmt	A/E Selection		Sutton
South Dakota State University								
American Indian Student Center		SB 50-2018	Private School & Public Lands	\$4,000,000 \$500,000 \$4,500,000	Jun-18 Design Plan	Construction	2020	Schaefer
Animal Disease Research & Diagnostic Lab (ADRDL) - Addition & Renovations		HB1080-2016 SB172-2017	Livestock Disease Emergency 2018 State Bonded LDE/Animal Ready Fund Local ADRDL Fees	\$1,575,000 \$50,039,637 \$2,600,000 \$6,000,000 \$1,105,000 \$61,319,637	Oct-16 Design Plan	Construction	2020	Morgan
Campanile Avenue - Utility Upgrades			HEFF M&R Parking & Traffic Revenue General Funds M&R	\$3,055,211 \$1,000,000 \$1,377,789 \$5,433,000	Apr-19 Program Plan	Design	2021	Morgan
Chiller Plant - Chiller Upgrade & Cooling Services			HEFF M&R Rent Revenues	\$1,135,000 \$1,400,000 \$2,535,000	May-18 Facility Stmt	Construction	2020	NA Exempted
Harding Hall - Renovation & Addition		SB10 - 2016	HEFF M&R Tuition	\$3,300,000 \$5,000,000 \$8,300,000	May-17 Design Plan	Final Inspection	2018	Morgan
Lincoln Hall - Renovation			Private	\$12,000,000	Aug-17	Planning	2022	Bastian

South Dakota Board of Regents Capital Improvement Projects - December 2019

Facility Name	Ten-Year Plan	Legislative Action / YR	Fund Type	Legislative / Approved Amount	Most Recent Board Action	Current Project Status	Projected Completion Date	Building Committee Rep.
			HEFF M&R	<u>\$3,000,000</u> \$15,000,000	Facility Stmt			
Outdoor Sports Support Facility		SB 51-2018	Business and Athletic Income	\$600,000	Dec-17 Program Plan	A/E Selection	2020	Not Assigned
Performing Arts Center-Theater & Music Education Addition	FY12 10 Yr Plan	HB1051-2012 HB1016-2016	2017 HEFF Bonds Private Local	\$13,000,000 \$29,349,807 <u>\$6,042,000</u> \$48,391,807	Dec-16 (Revised Funding)	Final Inspection	2019	Morgan
Plant Science Research Support Facility		SB27-2015	Local Grant Private	\$2,400,000 \$1,600,000 <u>\$500,000</u> \$4,500,000	Mar-16 Design Plan	Final Inspection	2017	Morgan
Raven Precision Agricultural Center		HB1264-2018	Local General Funds Private 2019 State Bonds	\$7,500,000 \$2,000,000 \$16,600,000 <u>\$20,000,000</u> \$46,100,000	Dec-18 Design Plan	Construction	2021	Morgan
Pugsley Center - Renovation			Private HEFF M&R	\$12,000,000 <u>\$4,000,000</u> \$16,000,000	Aug-17 Facility Stmt	Planning	2023	Morgan
South Dakota Art Museum Addition and Renovation			Private		Dec-15 Facility Stmt	Planning		Morgan
Stanley Marshall Center - Additions & Renovations		SB18-2017	Private	\$15,000,000	May-17 Design Plan	Final Inspection	2018	Roberts
Utility Tunnel (North), Steam/Condensate Infrastructure (Repair and Modernization)	FY12 10 Yr Plan	HB1051-2012	2014 HEFF Bonds HEFF M&R General Fund M&R Local Funds	\$7,000,000 \$10,381,500 \$1,024,127 <u>\$50,000</u> \$18,455,627	May-17 Design Plan (revised)	Construction	2019	Schaefer
Utility Repairs & Upgrades - Water, Sanitary Sewer, Storm Sewer	FY12 10 Yr Plan	HB1051-2012	2027 HEFF Bonds HEFF M&R	\$5,000,000 <u>\$5,043,000</u> \$10,043,000	Mar-16 Program Plan	Phased Project Design & Construction	2028	Schaefer

University of South Dakota

Dakota Dome Renovation		HB1060-2018	Private Local HEFF M&R	\$14,500,000 \$8,719,888 <u>\$5,400,398</u> \$28,620,286	43086 Program Plan	Construction	2020	Schieffer
National Music Museum		HB1065-2018	Private HEFF M&R	\$9,095,000 <u>\$1,500,000</u> \$10,595,000	Dec-17 Program Plan	Construction	2020	Schieffer
Wellness Center Expansion			Auxiliary Funds Private	\$10,000,000 <u>\$5,000,000</u> \$15,000,000	Jun-19 Facility Stmt	Planning	2022	Lund
Health Science Building			HEFF M&R Private/Local One-Time State Funds	\$7,500,000 \$4,500,000 <u>\$10,000,000</u> \$22,000,000	Oct-19 Facility Stmt	A/E Selection	2022	TBD

South Dakota School for the Blind & Visually Impaired

New School		HB1071-2018	Private GOED	\$11,847,916 <u>\$5,000,000</u> \$14,347,916	Aug-18 Facility Design Plan	Construction	2019	Thares
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South Dakota Board of Regents Capital Improvement Projects - December 2019

Facility Name	Ten-Year Plan	Legislative Action / YR	Fund Type	Legislative / Approved Amount	Most Recent Board Action	Current Project Status	Projected Completion Date	Building Committee Rep.
REVENUE FACILITIES								
Black Hills State University								
University Wellness Center Addition			Private		Dec-16 Facility Stmt	Planning		Bastian
Dakota State University								
New Residence Hall & Student Life Facility			Auxiliary Bonds Private	\$11,500,000 TBD	Aug-19 Design Plan	Design	2021	Schaefer
Northern State University								
Great Plains East and Great Plains West			Private Aramark Local	\$22,725,000 \$150,000 <u>\$11,000</u> \$22,886,000	Feb-17 Design Plan	Final Inspection	2018	Thares
South Dakota School of Mines and Technology								
Surbeck Center Addition			Private		Apr-14 Facility Stmt	A/E Selection		Wink
South Dakota State University								
Southeast Neighborhood Apartments			2018 Auxiliary Bonds Res Life Parking & Traffic Revenues Private (Aramark)	\$18,000,000 \$2,400,000 \$335,379 <u>\$1,660,792</u> \$22,396,171	Aug-18 Design Plan (Revised) Program Plan	Final Inspection	2019	Roberts
Student Wellness Center Addition			2016 Auxiliary Bonds GAF	\$12,400,000 <u>\$2,000,000</u> \$14,400,000	Dec-16 Design Plan	Final Inspection	2018	Morgan

Board Action:

- 1) Preliminary Facility Statement
- 2) Facility Program Plan
- 3) Design
- 4) Bid - Board approves substantive changes from program Plan

Project Status:

- 1) Planning
- 2) A/E Selection
- 3) Design
- 4) Bid
- 5) Construction

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – U

DATE: December 11-12, 2019

SUBJECT

Building Committee Report

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 6:5](#) – Building Committees

BACKGROUND / DISCUSSION

This is a review of the actions taken by the building committees since the last Board meeting.

On September 30, 2019, the building committee for the NSU Regional Sports Complex, represented by Regent Thares, approved the Guaranteed Maximum Price of \$26.8 million and approved the list of alternates for the project.

On October 10, 2019, the building committee for the USD Wellness Center Addition, represented by Regent Lund, chose to enter into negotiations with the team of RDg, pending an approved structural and mechanical engineer licensed in South Dakota, to serve as the project's Architect Engineer.

IMPACT AND RECOMMENDATIONS

None

ATTACHMENTS

None

INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – V
DATE: December 11–12, 2019

SUBJECT

SDSU Football Stadium FY19 Financials

CONTROLLING STATUTE, RULE, OR POLICY

None.

BACKGROUND/DISCUSSION

At the December 2013 Board of Regents meeting, the BOR approved the SDSU football stadium project and the authorizing legislation was approved in 2014. A provision within the approval was that SDSU had to provide the Board with annual updates of actual stadium performance compared to the pro forma submitted. In June 2019 the Board of Regents approved updates to the football stadium financial reporting requirements, which included the continuation of the SDSU stadium financial report being submitted annually to the full Board as an informational item.

Additional changes to the financial reporting requirements included:

- Revised debt service requirement to \$125,000 reserve for every .01 of coverage ratio below the 1.2 goal effective with FY20; and
- The annual investment for M&R be adjusted to reflect the 2% requirement on roofed facilities to ensure the project is in-line with the Board's M&R policy.

The stadium's fiscal year 2019 actual financial performance, as well as projections for future years are included in Attachment I.

As of June 30th 2019, the stadium fund had a cash balance of \$382k, the stadium M&R fund had a cash balance of \$283k, and the Stadium Debt Service Reserve had a cash balance of \$2.4M.

In terms of changes in revenues, total revenues decreased by \$52k or 1.6% compared to budget. These decreases were primarily the result of lower ticket revenues from "Demand Game" ticket sales of \$200k, due to weather related impacts on the Hobo Day game and the game against the University of South Dakota and decreases in Other ticket sales revenue

(Continued)

INFORMATIONAL ITEM

of \$179k. However, some of these deficits were offset by increases in Premium Seating lease revenues of \$142k, increases in the “Sixth Game” revenue of \$33K and additional advertising revenue as part of the renegotiation of the Learfield advertising contract of \$240k.

In FY19, Operating expenses increased by \$39k compared to budget. These increases were the result of increases in utilities, facilities operating costs and Gameday costs. In addition, accordance with the updated financial projections \$287k was transferred into the Stadium M&R fund.

IMPACT AND RECOMMENDATIONS

The actual FY19 SDSU stadium financials show less revenue and higher expenditures compared to the FY19 budget, however the debt service coverage ratio is above 1.00. SDSU is projecting a higher debt service coverage ratio moving forward.

ATTACHMENTS

Attachment I – SDSU Football Stadium Financial Information

SDSU Football Stadium Historical and Projected Financial Update(in \$000's)

Ref		FY 2017 Actuals	FY 2018 Actuals	FY 2019 Actuals	FY2019 Budget	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	
	OPERATING REVENUES												
1	Ticket Sales - SDSU Football	\$447	\$489	\$322	\$501	\$541	\$541	\$541	\$581	\$581	\$581	\$621	
2	Ticket Sales - SDSU Football (Sixth Game)	\$141	\$107	\$140	\$107	\$116	\$116	\$116	\$124	\$124	\$124	\$133	
3	Ticket Sales SDSU Football- Demand Games	\$712	\$832	\$571	\$771	\$874	\$810	\$917	\$850	\$963	\$893	\$1,011	
4	Facility Fee (\$2/ticket sold)	\$83	\$105	\$65	\$105	\$105	\$105	\$105	\$105	\$105	\$105	\$105	
5	Premium Seating Leases	\$2,169	\$1,883	\$2,043	\$1,901	\$1,925	\$1,964	\$2,003	\$2,043	\$2,084	\$2,125	\$2,168	
6	Premium Seating Stadium Gifts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
7	Advertising & Sponsorship	\$0	\$268	\$515	\$275	\$283	\$292	\$300	\$310	\$319	\$328	\$338	
7a	Interest Revenue	\$201	\$31	\$20	\$26	\$13	\$13	\$0	\$0	\$0	\$0	\$0	
8	Ticket Sales - Other Events	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
9	Gross Concessions	\$217	\$98	\$65	\$103	\$108	\$113	\$119	\$125	\$131	\$138	\$145	
10	Net Catering	\$44	\$45	\$45	\$47	\$50	\$52	\$55	\$57	\$60	\$63	\$66	
11	Net Novelties	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
12	Gross Game Day Parking	\$29	\$30	\$29	\$31	\$32	\$33	\$34	\$35	\$36	\$37	\$38	
13	Other Revenue	\$47	\$40	\$56	\$55	\$58	\$61	\$64	\$67	\$70	\$74	\$77	
14	Total Revenue	\$4,090	\$3,928	\$3,871	\$3,922	\$4,104	\$4,098	\$4,253	\$4,297	\$4,474	\$4,468	\$4,703	
15													
16													
17	Existing Football Ticket Sales	(\$649)	(\$662)	(\$675)	(\$675)	(\$689)	(\$702)	(\$717)	(\$731)	(\$745)	(\$760)	(\$776)	
18	Existing Football Concessions	(\$40)	(\$41)	(\$42)	(\$42)	(\$42)	(\$43)	(\$44)	(\$45)	(\$46)	(\$47)	(\$48)	
19	Existing Football Event Parking	(\$38)	(\$39)	(\$40)	(\$40)	(\$40)	(\$41)	(\$42)	(\$43)	(\$44)	(\$45)	(\$45)	
19a	Additional Transfer to Athletic Operations	(\$280)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
20	TOTAL REVENUES	\$3,083	\$3,186	\$3,114	\$3,165	\$3,332	\$3,311	\$3,451	\$3,478	\$3,638	\$3,617	\$3,834	
21													
22	OPERATING EXPENDITURES												
23	Salary - Permanent Staff	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
24	Benefits - Permanent Staff	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
25	General & Administrative	\$29	\$110	\$106	\$111	\$112	\$113	\$114	\$116	\$117	\$118	\$119	
26	Utilities	\$48	\$58	\$72	\$60	\$62	\$63	\$65	\$67	\$69	\$71	\$73	
27	Annual Facility Operating Costs	\$19	\$20	\$36	\$21	\$21	\$22	\$23	\$23	\$24	\$25	\$25	
28	Event Insurance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
29	Advertising	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
30	Miscellaneous	\$23	\$28	\$32	\$28	\$29	\$29	\$29	\$29	\$30	\$30	\$30	
31	Gameday Expenses	\$57	\$64	\$78	\$66	\$68	\$70	\$72	\$74	\$76	\$79	\$81	
32	Insurance/Service Fee (3% Bldg Authority)	\$78	\$78	\$78	\$77	\$77	\$77	\$77	\$77	\$77	\$77	\$77	
33	Total Operating Expenses	\$254	\$358	\$402	\$363	\$368	\$374	\$380	\$387	\$393	\$400	\$406	
34													
35													
36													
37	Facility Related Expenses and Transfers												
38	Annual Debt Service	\$2,514	\$2,510	\$2,510	\$2,511	\$2,511	\$2,513	\$2,514	\$2,511	\$2,512	\$2,514	\$2,514	
39	Stadium Capital Expenditures	\$142	\$244	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
41	M&R Contribution	\$0	\$0	\$287	\$287	\$448	\$609	\$777	\$793	\$809	\$825	\$858	
42	M&R Additional Contribution	\$0	\$0	\$0	\$0	\$200	\$200	\$210	\$0	\$0	\$0	\$0	
43	Additional Debt Service Reserve	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
44	Total Facility Related Expenses	\$2,656	\$2,754	\$2,797	\$2,798	\$3,159	\$3,322	\$3,501	\$3,304	\$3,321	\$3,339	\$3,372	
40	Transfer from Debt Service Reserve	\$0	\$0	(\$267)	\$0	(\$200)	(\$385)	(\$440)	(\$230)	(\$80)	(\$130)	\$0	
45	TOTAL EXPENDITURES	\$2,910	\$3,112	\$2,932	\$3,161	\$3,327	\$3,311	\$3,441	\$3,461	\$3,634	\$3,609	\$3,778	
46	Total Revenue / Expenditures net	\$173	\$74	\$182	\$4	\$5	\$0	\$9	\$17	\$4	\$8	\$56	
47	Ending Cash Balance	\$173	\$247	\$382	\$251	\$387	\$387	\$396	\$414	\$418	\$426	\$482	
48	Debt Service Coverage Ratio	1.13	1.13	1.08	1.12	1.18	1.17	1.22	1.23	1.29	1.28	1.36	
Original Notes (and assumptions)													
Ref													
1	\$25 ticket with no volume increase from FY18, but price increases of \$2 after years 3,6, and 9 (similar assumptions to original pro forma)												
2	\$25 ticket with no volume increase from FY18, but price increases of \$2 after years 3,6, and 9 (similar assumptions to original pro forma)												
3	5% total growth (for either price or volume) from FY17 & FY18 actuals depending on opponent for 2nd demand game (USD or NDSU)												
4	Flat with FY18												
5	2% annual growth												
6	Stadium gifts were not needed as annual debt service was lower than expected due to favorable interest rates												
7	2-3% annual increase (similar assumption to original pro forma)												
7a	FY17 & FY18 were interest from bond proceeds during construction, FY19 forward is interest from Debt Service Reserve Balance												
8	This revenue has been rolled into other revenue												
9	5% annual growth on actuals (similar to original pro forma), spike in FY17 was due to concert												
10	5% annual growth on actuals (similar to original pro forma)												

11	This revenue has been rolled into other revenue												
12	3% annual growth on FY18 actuals												
13	Rentals (club room,...), as well as any other revenue. In FY18 Student Affairs will begin renting kitchen space permanently.												
13a	As the debt service reserve is reduced, some dollars will be transferred to fund M&R requirement												
17-19	Matches original pro forma commitment to football operations												
23-24	No additional staff dedicated to the stadium												
25	Includes custodial and other general expenses, inflated at 1% annually												
26-27	3% annual inflation from FY18 actuals												
30	1% annual inflation from FY18 actuals												
31	3% annual inflation from FY18 actuals												
32	SDBA 3% of Debt Service												
38a	One-time stadium technology upgrade in FY17 and West Tower improvement in FY 18 funded with M&R Reserve Dollars												
	Effective FY 2019, no M&R Reserve dollars will be used for Stadium capital improvement projects.												
39	M&R plan to increase annual M&R to \$858k at FY26												
39a	Additional M&R transfer												
42	Line 20 minus Line 41												
45	(Line 20 minus line 33) divided by Line 38												
47	Ending cash will be \$47k less than beginning cash plus net revenue because of payables, receivables, and adjustments in unearned revenue.												

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – W
DATE: December 11-12, 2019

SUBJECT

SD Mines Strategic Plan

CONTROLLING STATUTE, RULE, OR POLICY

None.

BACKGROUND/DISCUSSION

The South Dakota School of Mines & Technology (SD Mines) completed an update to the university strategic plan during the last academic cycle. The process for the update included many opportunities for the campus to provide input to the plan through use of a steering committee, larger cross-functional group, and surveys to campus. The plan aligns with the South Dakota Board of Regents strategic plan with the four priority areas: student success, academic quality & performance, research & economic development, and affordability & accountability.

The finalized plan specifies goals in four areas: (1) Academic & Co-Curricular Excellence, (2) Research & Innovation, (3) Outreach & Engagement, and (4) Campus Culture. Within each goal area, strategies have been defined and metrics have been developed to support the goals for the next five to ten years. The plan addresses the vision for SD Mines as a university and provides for SD Mines to establish a physical connection to the Rapid City community and newly established Innovation District. In addition, the strategic plan sets goals and strategies that have been incorporated into both a strategic enrollment plan and campus master plan recently developed on campus.

IMPACT AND RECOMMENDATIONS

None.

ATTACHMENTS

Attachment I – South Dakota School of Mines & Technology Strategic Plan

INFORMATIONAL ITEM

Strategic Plan

Vision

Develop world-class leaders in science and engineering to benefit society.

Mission



Educate

scientists and engineers to
address global challenges.



Innovate

to reach our creative
potential.



Engage

in partnerships to
transform society.

Goals



Academic & Co-Curricular Excellence

Graduate innovative students
to solve global challenges.



Research & Innovation

Discover knowledge and
create partnerships that
benefit society.



Outreach & Engagement

Build recognition and
respect by promoting our
achievements and increasing
engagement.



Campus Culture

Create an inclusive and
thriving campus
environment.

INTEGRITY

INGENUITY

Values

INCLUSION

IMPACT

Academic & Co-Curricular Excellence

Graduate innovative students in the fields of science and engineering who are prepared to contribute to solving global challenges and serve as leaders in an increasingly competitive and interconnected world.

- Develop and implement a **strategic enrollment plan** to effectively recruit and retain students.
- Continuously improve on the **curriculum and experiences** that makes our university both extraordinary and distinctive.
- Advance **innovative, hands-on, project-based learning** strategies integrated across disciplines.
- **Advise and mentor** students to maximize their opportunities for academic, professional, and personal success.
- Create and maintain distinctive programs that are responsive to **changing industry and societal needs**.

Research & Innovation

Promote an innovative and research-driven culture that discovers knowledge and creates wide-ranging partnerships that benefit society through economic growth.

- Obtain a **Doctoral Research University** Carnegie classification.
- Identify and pursue both government and non-governmental **research funding opportunities** in both fundamental and applied research.
- Increase knowledge and skills in proposal preparation and promote a culture of **collaboration and support**.
- Develop plans to integrate **undergraduate research** in the curriculum.
- Develop **state-of-the-art facilities and information technology** that bolster the research, instructional, and communication needs of the campus community.

Outreach & Engagement

Build recognition and respect by promoting the unique achievements of our students, faculty, and staff and increasing engagement with alumni, stakeholders and the community.

- Create a marketing plan to **strengthen brand recognition** and enhance reputation.
- **Increase visibility and recognition** of the academic, athletic, and co-curricular programs.
- **Advance university support** and infrastructure development through coordinated initiatives involving alumni, Foundation, and industry partners.
- **Forge stronger connections** with the local community, and state, regional, national, and international partners.

Campus Culture

Strive to make our campus a place where students, faculty, and staff thrive in an inclusive, equitable, diverse, and creative environment.

- Foster a **safe and healthy environment**.
- Promote a balanced **value system** that encompasses a universal commitment to academic success, individual well-being, service, and philanthropy.
- Build a **sense of community** that cultivates collaboration, inclusion, and innovation.
- Promote **flexible business processes and practices** that support excellence and efficiency.

Strategic Plan Metrics

	<u>2023 Goal</u>	<u>Current</u>
Enrollment (total headcount)	3,150	2,545
BS	2,700	2,243
MS	250	180
PhD	200	122
Retention rate (freshman-sophomore)	83%	78%
Graduation rate	60%	49%
Placement rate	98%	97%
Annual external grant expenditures	\$25 M	\$11 M
Annual funds raised	\$10 M*	\$8 M

*FY20 Goal

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – X
DATE: December 11-12, 2019

SUBJECT

SD Mines Master Plan

CONTROLLING STATUTE, RULE, OR POLICY

None.

BACKGROUND/DISCUSSION

The South Dakota School of Mines & Technology (SD Mines) Master Plan update provides a vision for the future of the university that matches the recently updated university strategic plan. The plan provides realistic, achievable, and actionable goals for campus development over the next ten years while keeping the original 2011 master plan in focus.

The guiding principles used for the update included the following:

- World-class, innovative engineering and science university with a great reputation and connections around the world.
- Small community of hard-working problem solvers with strong connections between students and faculty.
- Provide top-notch research facilities that showcase the world-class work going on inside.
- Strengthen ties to the community by encouraging growth to the northwest, towards downtown Rapid City and the developing Innovation District east of 5th Street.
- Preserve the history and traditions of the campus while also clearly conveying the values and aesthetic of an innovative, future-focused technology school.
- Focus academics within the existing campus core; build on and expand the synergies that are already established.

The plan envisions a very vibrant future for SD Mines with a physical connection to the Rapid City community and newly established Innovation District.

IMPACT AND RECOMMENDATIONS

No impact.

ATTACHMENTS

Attachment I – Executive Summary for South Dakota School of Mines & Technology Master Plan

INFORMATIONAL ITEM



SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY CAMPUS MASTER PLAN

UPDATE **2019**

STRANG ARCHITECTS | CO-OP ARCHITECTURE | FMG ENGINEERING | TERRASITE | WEST PLAINS ENGINEERING



INTRODUCTION

PURPOSE

The Design Team for this update to the Campus Master Plan was assembled by the campus leadership to analyze the existing 2011 Master Plan and provide an update to that document in order to inform major decisions on campus for the next decade. The ultimate direction of the previous Master Plan remains the guiding force for campus development, but the overall vision painted in that document was ultimately deemed too broad and ambitious to be considered actionable in the short-term. Our priority with this update to the Master Plan is to provide realistic, achievable, actionable goals for campus development over the next ten years while keeping the end goals of the original Master Plan in focus.

PROCESS

Through a process of Listen, Discover, Design, the design team sought first to understand the underlying potential behind this campus community, and then to provide an overall direction that will support the goals and initiatives meant to unleash that potential. We identified the most pressing needs by engaging eight campus groups representing all major aspects of the campus community in collaborative work sessions, and then worked closely with the steering committee to develop realistic and achievable plans for the near-term development of the campus and the connecting community.

DESIGN TEAM



3449

SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY

The South Dakota School of Mines & Technology is committed to excellence in science and engineering academics and research, and to developing the next generation of leaders and problem-solvers. Located in Rapid City, in the beautiful Black Hills of South Dakota, SD Mines offers a rigorous academic experience, supported by small class sizes, committed faculty members, and many student development programs and organizations.



STRANG ARCHITECTS

Strang, Inc. is an award-winning Architectural / Engineering / Interior Design / Master Planning firm with an impressive list of clients from across the country. Our project types are diverse, including higher education, commercial, civic, science & technology, and the performing arts. A well-planned campus reflects a university's culture, strategic goals, and core values. Our process produces straightforward, inclusive, practical, personal, responsible, and actionable master plans. By closely collaborating with our clients, Strang creates spaces that strike a balance with requirements for performance, image and budget.



CO-OP ARCHITECTURE

CO-OP Architecture is a full-service architectural firm with a staff of 14.25 people. We've designed schools, universities, churches, shops, downtowns, apartments, houses and hundreds of other projects, including numerous master plans. CO-OP Architecture is dedicated to beauty, economy, and craft. We work on large projects and small projects, and we are always looking for great clients and interesting challenges. We don't worry about creating our own signature style, but rather each project is designed with context and function in mind. We want to utilize light effectively, apply thoughtful materials, and make inspiring spaces.

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FMG ENGINEERING

FMG Engineering is a multi-discipline professional services firm located in Rapid City, SD with service lines of Civil and Geotechnical Engineering, Surveying, Construction Administration and Material Testing and Environmental Services. FMG's roots can literally be traced to the turn of the twentieth century when it began providing surveys for mining claims in the Black Hills of South Dakota. Through the years of ownership succession, it has evolved into a multi-discipline, full service engineering company offering professional services throughout the western United States and abroad. FMG's engineering staff includes eight SDSMT alumni.



TERRASITE

TerraSite Design is a cohesive partnering of a Landscape Architect and a Civil Engineer formed to solidify years of completing successful projects as a result of our experience and abilities. We are designers and scientists as well as engineers and architects; always striving to maximize performance. Our focus on sustainability epitomizes this performance goal through enhancing the human experience while remaining context sensitive to ecology and the urban environment. We currently employ 4 graduates of South Dakota School of Mines and Technology.



WEST PLAINS ENGINEERING

West Plains Engineering has been a leading mechanical, electrical, plumbing and power solution center in the Upper Midwest for more than 35 years. With more than 40 engineers on staff, our team of professionals has built a strong reputation for exceptional design, and perhaps more importantly, excellent client relations. Our Rapid City office has been a partner to the South Dakota School of Mines & Technology for more than three decades. Notably, 11 of our engineers are graduates of Mines, and we're committed to helping it grow and support the next generation of professionals.



SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY CAMPUS MASTER PLAN

CONTEXT MAP



CAMPUS STANDARDS



VIEW FROM CLASSROOM BUILDING



VIEW FROM CAMPUS ENTRY



VIEW FROM QUAD - SOUTHEAST



EXECUTIVE SUMMARY

GUIDING PRINCIPLES

- World-class, innovative engineering and science university with a great reputation and connections around the world
- Small community of hard-working problem solvers with strong connections between students and faculty
- Provide top-notch research facilities that showcase the world-class work going on inside
- Strengthen ties to the community by encouraging growth to the northwest, towards Downtown Rapid City and the developing Innovation District east of Fifth Street
- Preserve the history and traditions of the campus while also clearly conveying the values and aesthetic of an innovative, future-focused technology school
- Focus academics within the existing campus core; build on and expand the synergies that are already established

DESIGN STRATEGIES

- Design for the Tour
- Define the Gateway/Front Door
- Provide One-Stop Shops
- Put Science on Display
- Engage the City
- Reinforce the Values of the Campus Community

LANDSCAPE AND THE PUBLIC REALM

- Develop uniform landscape standards for the campus
 - Lighting
 - Signage
 - Site Furnishings
- Improve accessibility campus-wide
- Utilize environmental design standards shown to reduce crime and increase public safety
- Develop a vibrant streetscape
- Provide green infrastructure on campus that can be used as a living classroom of environmental design strategies
- Work with fairgrounds to encourage joint-use of facilities, athletic fields, and parking
- Strengthen connections to existing City bike/pedestrian paths

KEY PROJECTS

NEAR-TERM PROJECTS - NEXT 10 YEARS

- **Upgrade Campus Electrical Service**
The electrical service for campus is at capacity and needs to be upgraded to facilitate any new buildings on campus.
- **Devereaux Library - Phase 1**
Renovate library to improve access to student services, with an emphasis on academic services and flexible + varied study spaces.
- **Research Expansion - Phase 1**
Relocate research laboratories on campus, potentially by acquiring the existing Ascent Innovation facility.
- **Mineral Industries [A, J, or K]**
Relocate Mineral Industries program to a new building. Due to sensitive equipment, consideration should be made for vibration from nearby trains.
- **Surbeck Center Expansion [C]**
Expand Surbeck Center to improve access to student services, with an emphasis on services that build community and enhance student life.
- **Future Research Expansion [L]**
Expand research program work areas. Prioritize locations near existing Civil and Mechanical Engineering building to retain synergies with campus machine shop.
- **King Center Parking Lot [P.4]**
Relocate throwing fields to double parking at King Center.
- **Surbeck Drop-Off [P.2]**
Rework parking lot and drive aisles to develop a safer and more functional drop-off for Surbeck Center. Relocate Grubby statue to McLaury/Quad area.
- **Surbeck Parking Lot [P.1]**
Rework parking lot to create a more appealing front-door for the campus. Relocate stalls to new Surbeck Center drop-off.

- **Research Expansion [I] - Phase 2**
Expand research facilities by adding on to existing Ascent Innovation facility.
- **One-Stop Shop - O'Harra**
Relocate Registrar, Financial Aid, and Cashier's offices to one convenient location.
- **Grandstand Improvements/Expand Football Field**
Upgrade existing grandstand and expand existing football field to accommodate soccer.
- **Gap Parking [P.6]**
Provide parking in the Gap, southeast of Campus. Plan for relocation of Baja track and Mining and Mucking field.

LONG TERM PLAN - BEYOND 10 YEARS OR AS FUNDS BECOME AVAILABLE

- **Biomedical Engineering [E]**
Plan for expansion to existing Chemical and Biological Engineering building due to addition of new Biomedical Engineering program.
- **Event Center/Field House [M]**
Provide an indoor track to increase competitiveness and host collegiate and public events.
- **Music Building/Auditorium [J, D]**
Provide space for student performances as well as guest speakers and campus/community events.
- **Loop Road Extension**
Extend Loop Road on the east side of campus to St. Joseph Street via the uppermost ramp.
- **Traffic Improvements on St. Joseph Street**
Work with City to provide safer pedestrian experience on St. Joseph Street.

PEDESTRIAN AND BICYCLE CIRCULATION

- Rework pedestrian routes to reinforce major axes through the campus
- Improve connections to City bike paths
- Provide contiguous interior/exterior transition spaces that cut through buildings along major public thoroughfares
- Create waypoints of visual interest that reinforce the aesthetic of a technology school
- Provide pedestrian-scale design elements that create a positive sense of campus community along St. Joseph Street

VEHICULAR CIRCULATION AND PARKING

- Reevaluate the role of the vehicle in campus life
- Prioritize strategies that reconfigure vehicular circulation around the perimeter of campus
- Redistribute parking to the perimeter of campus to reinforce pedestrian spaces
- Increase safety by creating clearly defined crosswalks and vehicular lanes
- Vacate Birch Street to improve access to campus via Kansas City Street
- Create gateways on St. Joseph Street to establish campus community
- Work with the City to create a safer and more pedestrian-friendly streetscape by increasing parking and calming traffic on St Joseph Street

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 4 – Y
DATE: December 11-12, 2019

SUBJECT

FY2019 Credit Card/Store Charge Card Audit

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

Due to a fraud at USD with a store charge card, the Board of Regents internal auditor was directed to review the credit cards/store charge cards internal controls and transactions for the universities.

IMPACT AND RECOMMENDATIONS

The internal auditor along with the CAFR (Comprehensive Annual Financial Report) accountants determined the credit cards/charge card accounts in existence at the universities. They reviewed internal controls and performed tests of transactions. Weaknesses in internal controls and discrepancies noted during the review were provided to the Presidents at their recent Council of Presidents and Superintendents meeting and the Vice Presidents of Finance at their recent Business Affairs Council meeting. Additionally, the results were provided and discussed with the Board's Audit Committee on November 15, 2019.

ATTACHMENTS

None

INFORMATIONAL ONLY



South Dakota Student Federation

Report to the Board of Regents

December 11, 2019 | Community College for Sioux Falls

President Schieffer and the Board of Regents,

On behalf of the South Dakota Student Federation, please see our attached December report. You will find progress reports from the Student Federation as a whole, as well as from each of our member institutions.

Most notably, I would like to highlight two items:

- **Resolution 1 “A Resolution in Support of the Dakota’s Promise Need-Based Scholarship”:** Last night, our board of directors passed a resolution unanimously in support of the establishment of Dakota’s Promise. This resolution will serve as the foundation for our advocacy, and we will be taking an affirmative approach to our outreach efforts.
- **Students for Higher Education Day (SHED):** Our annual lobbying event is 7:30-11:00 AM on February 10, 2020 at the Capitol Rotunda. We will be finalizing logistics and sending invitations before the first of the year.

Thank you all for your commitment to higher education in South Dakota!

Best,

Josh Sorbe
Executive Director
South Dakota Student Federation
josh.sorbe@coyotes.usd.edu

Attachments:

Student Federation Progress Report

Member Student Associations’ Progress Reports

Resolution 1: A Resolution in Support of the Dakota’s Promise Need-Based Scholarship

South Dakota Student Federation

Report to the Board of Regents

December 11, 2019 | Community College for Sioux Falls

Student Federation Progress Report

Contact: Executive Director [Josh Sorbe](#) & Chair [RyAnne Blau](#)

- SDSF Resolution 1 “A Resolution in Support of the Dakota’s Promise Need-Based Scholarship”: Last night, our board of directors passed a resolution unanimously in support of the establishment of Dakota’s Promise. This resolution will serve as the foundation for our lobbying, and we will be taking an affirmative approach to our outreach efforts.
- Students for Higher Education Day (SHED): Our annual lobbying event is 7:30-11:00 AM on February 10, 2020 at the Capitol Rotunda. We will be finalizing logistics and sending invitations before the first of the year.

Member Student Associations’ Progress Reports

Black Hills State University

Contact: President [Hannah Neumiller](#) & Vice President [Brittney Muske](#)

- Budget Cuts: President Nichols has revealed a little over \$2 million in cuts to take place over the next year. Most of this is coming from not filling 14.5 vacant positions along with 6.4 layoffs. Other cuts are across the board and they tried their best to keep cuts proportionate to an areas’ budget allocation and where cuts have come from in previous years.
- SHED: BHSU is hosting a dinner with the School of Mines’ senators on Jan. 22nd in preparation for SHED; we’re looking at bringing in someone to either help educate us on the legislation or train us in lobbying.
- Retention: The Retention Task Force assemble by President Nichols at the beginning of this year is working to produce specific recommendations by January. Student Senate held a Retention Forum in the library in November and received helpful feedback on areas including Living-Learning Communities and how to improve Advising and New Student Registration experiences.
- Presidential Search: The Leadership Profile has been finalized and released; applications for the position should be open through late February. Keegan and I gave input to the editing of that document and were pleased to see drastic improvement between the draft and final copies.
- Resolutions: Our senate has passed resolutions in support of USD’s efforts working to enable testing a scooter company on SD campuses and in support of Dakota’s Promise.
- Graduation: I am preparing my commencement speech to give at graduation this weekend.
- Thanksgiving: Brittney worked with the Liberal Arts Dean to provide a Thanksgiving meal in the residence halls for any students staying on campus over the break.

South Dakota Student Federation

Report to the Board of Regents

December 11, 2019 | Community College for Sioux Falls

Dakota State University

Contact: President [Nathan Harmer](#) & Vice President [Lindsey Vogl](#)

- Budget Cuts are going throughout DSU but luckily are not affecting students in a direct manner. We are working with administration to plan out the future of GAF spending.
- Passing of Don King: The First Man Don King sadly passed away on November 17. Our condolences go out to the DSU President.
- Commencement: The DSU Student Senate President is preparing a commencement speech for December 14th 2019 fall graduation.
- 38+2 Ride: DSU is preparing for the 38 + 2 ride that will be during the school term for the first time in sometime and is a great time to learn about South Dakota History.

Northern State University

Contact: President [Harrison Bruns](#) & Vice President [Patrick Minihan](#)

- Dean of Students: With the departure of Dr. Checka Linewall there will be some shifting around in student affairs as well as a new SGA advisor.
- Dakotas Promise: We passed a resolution in support of Dakotas Promise.

South Dakota School of Mines & Technology

Contact: President [Tyler Kleinsasser](#) & Vice President [Tiati Thelen](#)

- USD Sister Resolution: Passed a sister resolution to support USD's e-scooter resolution. We look forward to seeing how this progresses for USD.
- Gender-Inclusive Housing: We passed a resolution to support Residence Life in extending the gender-inclusive housing next year. In the past, only rooms with individual-style setups allowed individuals with different genders to be roommates. The new setup will extend gender-inclusive options to quads with double-double setups with the same gender sharing each half.
- Updating our Constitution: We updated our constitution to reflect recent department name changes on campus. The SALC (Student Activities & Leadership Center) is now SLICE (Student Leadership, Involvement, and Community Engagement).

South Dakota State University

Contact: Vice President [Corey Berscheit](#) & Government Affairs Chair [Hattie Seten](#)

- 2+2 Veterinary Medicine: President Monson and I will be speaking in support of this program and the opportunity this will provide to students.
- Dakota's Promise: SDSU Students' Association recently passed 19-05-R that states Dakota's Promise as our top legislative priority this year. Additionally, President Monson and I are constructing a letter to send to Governor Noem outlining the necessity of Dakota's Promise for the future of our state.

South Dakota Student Federation

Report to the Board of Regents

December 11, 2019 | Community College for Sioux Falls

South Dakota State University (cont.)

- MCC Grand Opening: On November 22, 2019 SDSU held the grand opening of the Multicultural Center, it was great to see USD students in attendance to support diversity across the state.
- MCC Director Search: The Multicultural Center Director search will open in the spring. During the meantime the Chief Diversity Officer for the Office of Diversity, Inclusion, Equity, and Access will serve as the interim Director for the Multicultural Center.
- VP of Finance Resigned: SDSU's VP of Finance Robert Korhman resigned at the end of the November and the search to fill the position.
- Dean of Students Search: The Dean of Students search will begin in the spring semester.
- Community Conversations: President Monson and I have been a part of community conversations where business executives, community members, university leadership, and students have had discussions of diversity offices and intellectual diversity.
- Open Senate Seats: Last night we had three senators resign from senate because of graduation and internships. We will begin to fill those seats right when spring semester begins.

University of South Dakota

Contact: President [Carson Zubke](#) & Vice President [Hannah Booth](#)

- GAF: Recently wrapped up FY21 GAF process and are waiting on final approval from the Student Senate and President's Office. All existing, ongoing requests were funded in full in addition to two new, ongoing requests and two new, one-time requests.
- Resolutions: Senate passed resolutions in support of USD's proposal for a new Health Sciences building, Dakota's Promise, and Micro-Mobility initiatives that will be sent appropriate state and local leaders.
- Strategic Planning: The strategic planning conference is moving into Phase IV, a Vision Conference, to refine six themes identified in prior phases and move toward a more complete final strategic plan.
- Mental Health Training: SGA senators and executive officers will complete the NASPA Peer Educator program to increase mental health awareness and preparedness.
- Open Seats: USD will welcome five new senators in January following the regular at-large process to fill vacated seats.
- Intellectual Diversity: SGA hosted an Intellectual Diversity forum in November as a continued effort to educate our community on implications of recent policy updates.
- Food Pantry: Senate is creating a proposal for Charlie's Cupboard, a campus food pantry, to combat campus food insecurity in collaboration with community organizations.



Date: 12-10-2019

Resolution 1: A Resolution in Support of the Dakota's Promise Need-Based Scholarship

Introduced by: Directors Berscheit, Booth, Seten, Zubke

Action: Approved 12-0-0.

A RESOLUTION IN SUPPORT OF THE DAKOTA'S PROMISE NEED-BASED SCHOLARSHIP

WHEREAS: The South Dakota Student Federation is the official student governing body of the South Dakota Board of Regents institutions, representing more than 35,000 students across the state; and

WHEREAS: The South Dakota Student Federation Board of Directors is a twelve-member board composed of two elected leaders of each regental student body and led by two elected executive officers, providing a diversified and holistic perspective on issues impacting regental students; and

WHEREAS: The South Dakota Student Federation understands and acknowledges the responsibility of state leaders to allocate resources to projects and initiatives that add value for South Dakotans; and

WHEREAS: The South Dakota Board of Regents' ongoing efforts for the Dakota's Promise Need Based Scholarship are reflective of a request for approximately \$2,000,000 in state general funds for a 1:1 match with individual university foundations;¹ and

WHEREAS: The South Dakota Board of Regents aspires for 65% of South Dakota residents to attain a post-secondary education by 2025 in response to a shortage of skilled labor in the state workforce; and

WHEREAS: South Dakota post-secondary education attainment rates have remained around 41% for the previous five years, 24% below the goal set by our institutional governing board;² and

WHEREAS: Public South Dakota universities have seen an average of an 18% decline in PELL eligible student enrollment in the previous four years along with an overall system-wide decline in enrollment; and

¹ SDBOR Agenda Item 5-E, "Dakota's Promise Scholarship Program Update", Oct. 2, 2019. <http://bit.ly/2KIEXQB>

² SDBOR State Attainment Dashboard. <http://bit.ly/2QFK485>



Date: 12-10-2019

Resolution 1: A Resolution in Support of the Dakota's Promise Need-Based Scholarship

Introduced by: Directors Berscheit, Booth, Seten, Zubke

Action: Approved 12-0-0.

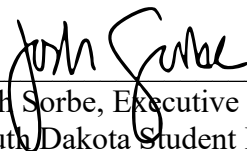
WHEREAS: Universities have taken steps to increase efficiency and affordability. Yet, hard-working South Dakota families who are eligible for the South Dakota Opportunity Scholarship and who demonstrate the highest financial need face a \$2,300 gap in cost of attendance³; and

WHEREAS: Unmet financial need can deter South Dakotans from pursuing career paths they desire, posing significant economic and workforce hindrances; and

THEREFORE, BE IT RESOLVED: The South Dakota Student Federation supports the proposed Dakota's Promise Scholarship and accompanying eligibility requirements set forth by the South Dakota Board of Regents.

FURTHER, BE IT RESOLVED: The South Dakota Student Federation supports efforts that allow eligible South Dakota students to stack all eligible aid up to the cost of attendance.

FURTHER, BE IT RESOLVED: The South Dakota Student Federation encourages Governor Noem, the South Dakota State Legislature, and other appropriate state leaders to name the Dakota's Promise Scholarship and South Dakota students as a financial priority for the 2020 legislative session.


Josh Sorbe, Executive Director
South Dakota Student Federation

South Dakota Student Federation Board Members

Hannah Neumiller & Brittney Muske
Nathan Harmer & Lindsey Vogl
Harrison Bruns & Patrick Minihan
Tyler Kleinsasser & Tiati Thelen
Corey Berscheit & Hattie Seten
Carson Zubke & Hannah Booth

Black Hills State University
Dakota State University
Northern State University
School of Mines & Technology
South Dakota State University
University of South Dakota

³ SDBOR Agenda Item 4, "FY21 Institutional and System Budget Priorities", Jun. 26, 2019. <https://bit.ly/2XQvaxp>

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – B

DATE: December 11-12, 2019

SUBJECT

USD Student Organization Awards

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

At the March 2019 Board of Regents meeting, the Board approved recommendations offered by each institution for the 2018 student organization awards winners. The winners of these awards are announced at Board meetings throughout 2019. The USD Student Organization Awards will be presented at the December BOR meeting in Sioux Falls.

USD Award for Academic Excellence: Radiology Interest Group/Seldinger Society

Radiology Interest Group/Seldinger Society is dedicated to providing a supportive community for students interested in the fields of radiology. After identifying a need and established the group three years ago, the group has grown to involve more than 36 medical students. It has a highly functional student government and continues to grow in scope. It has found opportunities to increase interactions between students and attending physicians as well as promote scholarly opportunities for its members

USD Award for Community Service: Student Occupational Therapy Association (SOTA)

All first- and second-year occupational therapy students at USD are members of the Student Occupational Therapy Association (SOTA). Members are required to attend a monthly meeting, belong to a SOTA committee, and maintain a minimum of two service hours per year. A servant leadership style is emphasized in the occupational therapy program, so service is a natural part of the education and profession. Collectively, SOTA members participate in 13 community service activities throughout the year. Activities focusing on promoting scholarship and inclusivity in the field of occupational therapy include annual events such as the D-Days parade and the Harlan and Rita Temple 5K as well as various events throughout the year that benefit individuals across the lifespan.

(Continued)

INFORMATIONAL ITEM

USD Award for Organizational Leadership: Union of African American Students

The purpose of the Union of African American Students (UAAS) is to introduce, educate, enlighten, and enrich the campus community and its affiliates to the cultural traditions, experiences, and values of the African-American community.

UAAS has planned and executed events that create safe, inclusive, engaging spaces that encourage dialogue that continues long after the event is over. These events, which span beyond Black History Month, focus on various topics such as the contributions of African American fashion, designers, and influencers as well as student-led discussion that gives the chance for anyone to inquire about stereotypes and stigmas that revolve around a particular group. These events have stimulated phenomenal, eye-opening conversations with a wide variety of students from various backgrounds and beliefs. Membership to UAAS is open to all registered students, faculty, staff, and community members.

IMPACT AND RECOMMENDATIONS

The Board recognizes the important role that student organizations play in the Regental system. Student organizations provide students the opportunity to connect with others who have similar interests as well as experience a sense of community, all of which increases the likelihood of successful college completion. They also provide students with opportunities for professional development by offering students practical opportunities to hone skills, including those in leadership and communication.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – C
DATE: December 11-12, 2019

SUBJECT

SDSBVI Comprehensive Plan for Special Education

CONTROLLING STATUTE, RULE, OR POLICY

[ARSD § 24:05:21:01](#) – Local Education Comprehensive Plans--Contents

BACKGROUND / DISCUSSION

Each local school district and accredited school is required to annually submit a Comprehensive Plan for Special Education to the South Dakota Department of Education that details how the school will implement federal and state laws and special education regulations.

The Comprehensive Plan addresses the following major areas:

- I. Free and Appropriate Public Education (FAPE)
- II. Full educational opportunity goal (FEOG)
- III. Child Find; Child Identification
- IV. Individualized Education Program (IEP)
- V. Least Restrictive Environment (LRE)
- VI. Procedural Safeguards
- VII. Evaluation
- VIII. Confidentiality
- IX. Transition from Part C to Part 34
- X. Private School Placements
- XI. Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; State Complaint Procedures
- XII. FAPE Methods of Ensuring Services
- XIII. Hearings Related to LEA Eligibility
- XIV. Personnel Qualifications
- XV. Performance Goals and Indicators
- XVI. Participation in Assessments
- XVII. Supplementation of State, local, and other Federal Funds
- XVIII. Public Information
- XIX. State Advisory Panel
- XX. Other Required Provisions

(Continued)

DRAFT MOTION 20191211_5-C:

I move to approve the SDSBVI Comprehensive Plan for Special Education as presented.

Where the responsibility of South Dakota School for the Blind and Visually Impaired differs from that of local education agencies, the exceptions are noted in the document. Much of the information in the Comprehensive Plan (see Attachment I) is documented in the SDSBVI school policy handbooks.

IMPACT AND RECOMMENDATION

Each year the Board of Regents are asked to approve the Comprehensive Plan developed by SDSBVI staff. Local school boards across the state are required to approve similar plans, and since the SDBOR serves this capacity for SDSBVI formal approval is required prior to submission.

Board staff recommend approval.

ATTACHMENTS

Attachment I – SDSBVI Comprehensive Plan & Signature Page

South Dakota Comprehensive Plan/Program Narrative

Sec. 300.201 Consistency with State policies.

The LEA, in providing for the education of children with disabilities within its jurisdiction, must have in effect policies, procedures, and programs that are consistent with the State policies and procedures, established under Secs. 300.101 through 300.163, and 300.165 through 300.174. (Authority: 20 U.S.C. 1413(a)(1))

South Dakota Administrative Rule 24:05:21:01. Local education agency comprehensive plans- Contents.

Each local education agency must have a current comprehensive plan approved by the school board on file with the district superintendent or designee. Documentation supporting the implementation of the local school district's comprehensive plan shall be maintained by the district for review by Special Education Programs staff during onsite monitoring visits. Districts shall update comprehensive plans consistent with 24:05:21:01.02 and recertify their content annually.

The South Dakota School for the Blind and Visually Impaired has formally adopted the following policies and procedures as the district's comprehensive plan for special education. These policies and procedures were approved by the school board on December 11, 2019. As indicated by the signature below, the authorizing official acknowledges SDSBVI will meet all requirements of the Individuals with Disabilities Education Act and Article 24:05 through the implementation of these policies and procedures and furthermore, provides assurances that it meets each of the conditions in 34 CFR 300.201 through 300.213.

CERTIFICATION- I certify that I have read and reviewed the above assurance and will comply with all provisions of applicable federal and state laws.

12/11/2019

Signature of Authorized Official

Date

Regent Kevin Schieffer, President, South Dakota Board of Regents

Typed Name and Title

2500 W. Brentridge Circle Sioux Falls, SD 57108

605-321-6410

Address/State/Zip

Telephone Number

*This page must be signed by the school district official listed above and returned to:

Department of Education
Special Education Programs
800 Governor's Drive
Pierre, SD 57501

If your coop is turning in one comprehensive plan narrative for all member districts, every district must still submit this page.

South Dakota LEA Comprehensive Plan: Program Narrative

SECTION I: Free and Appropriate Public Education (FAPE) 34 C.F.R. §§ 300.101-300.108, 300.110; ARSD 24:05:13:02

The district/cooperative and all member schools/districts will make available to all children with disabilities residing in the district(s) between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in 300.530(d); 24:05:26 and 24:05:26.01, ARSD. Specific reference in the narrative to include:

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02
- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02
- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01
- FAPE- methods and payments; 300.103; ARSD 24:05:19:08
- Residential placement; 300.104; ARSD 24:05:19:08
- Assistive technology; 300.105; ARSD 24:05:27:20, ARSD 24:05:27:18, ARSD 24:05:27:19
- Extended school year services; 300.106; ARSD 24:05:25:26
- Nonacademic services; 300.107; ARSD 24:05:28:06
- Physical education; 300.108; ARSD 24:05:28:08
- Program options; 300.110; ARSD 24:05:28:04

District Narrative:

The South Dakota Board of Regents (BOR), the South Dakota School for the Blind and Visually Impaired (SDSBVI), and the South Dakota Department of Education Special Education Programs (DOE) are committed to the assurance of appropriate educational services for children with disabilities as identified by the Individuals with Disabilities Education Improvement Act (IDEA) and Section 504 of the Rehabilitation Act of 1973, South Dakota Codified Law (SDCL) chapter 13-37 (Special Assistance and Related Services), and the Administrative Rules of South Dakota (ARSD) Article 24:05 (Special Education). The SDSBVI will provide alternative placement educational programming to assist school districts to make free appropriate public education available to children whose visual impairments preclude satisfactory educational achievement in regular classes with the use of supplementary aids and services; outreach services directly and through consultation with school districts across South Dakota; lending library and related materials access for students and their families and school districts across the state; in-service training; coordinated services for students served in dual enrollment in the special school and LEA; evaluation; related technical assistance; extended school year, and transition. The DOE will ensure through compliance monitoring and the provision of ongoing technical assistance that SDSBVI is provided with the assistance to accomplish their mission of education to students with visual impairments.

- FAPE beginning at age 3; 300.101(b); ARSD 24:05:13:02

The South Dakota School for the Blind and Visually Impaired will make a FAPE available to all students who are admitted to the SDSBVI. This includes any student with a disability who has been suspended or expelled.

- Children advancing from grade to grade; 300.101(c); ARSD 24:05:13:02

All eligible students with disabilities, regardless of whether they are advancing from grade to grade, will have FAPE available to them on an individualized basis as determined by the student's IEP team on an annual basis. Exceptions to FAPE for students aged 3-21 includes those students who have graduated from high school with the regular high school diploma.

- Limitations- age exceptions to FAPE; 300.102; ARSD 24:05:22:04.01

NA

- **FAPE- methods and payments; 300.103; ARSD 24:05:19:08**

Pursuant to SDCL § 13-37-1.3, the school district has a non-delegable duty to provide a free appropriate public education for each resident child. Although the preferred placement for all children is in the school that they would ordinarily attend if they were not disabled, for some children, the least restrictive environment may involve an alternative placement in a special school. Placement in a special school does not transfer the school district's responsibility for FAPE to the special school providing an alternative placement. Rather, it necessitates a close cooperation between the school district and the special school to assure that the school district can provide necessary educational or related services that are ordinarily unavailable through the special school.

The parties agree that the Individualized Educational Plan team provides the proper setting to assign responsibility for providing educational and related services that the IEP team has determined to be necessary to provide FAPE to a child. To facilitate necessary discussions, the SDSBVI will assume responsibility for scheduling IEP team meetings, for providing parental notices, for assigning necessary special school staff or contractors to participate in the IEP process, for distributing information to parents and IEP team members, for creating records of IEP team proceedings and for otherwise providing support to the school district insofar as concerns operations of the IEP team meetings convened at the SDSBVI.

The school district will retain responsibility for providing a free appropriate public education to each child it has placed at the special school. The school district will co-chair IEP teams convened at the SDSBVI, and the school district will provide related services identified by the IEP team as necessary for a child's free appropriate public education but not otherwise available at the SDSBVI. This could include such locally contracted services such as mental health counseling, occupational or physical therapy, etc. for which the LEA will assume fiscal responsibility.

The SDSBVI superintendent/designee will be responsible to ensure that the proper procedures are followed in the development, review, and revision of each IEP.

- (1) All educational programs, evaluations, room and board and other services provided by SDSBVI are provided at no cost to parents or local school districts. Districts remain responsible for travel as determined during the IEP process and for any additional services (i.e. OT, PT, psychological counseling or outside therapy) that are not conducted by SDSBVI personnel, but are included on the IEP.
- (2) SDSBVI meets the standards established by the state board in this article and the implementing regulations for Part B of the Individuals with Disabilities Education Act.
- (3) SDSBVI provides services for students from birth to age 22 and works together with Birth-Three and local school districts.
- (4) All educational programs and services are in conformity with the IEP.

- **Residential placement; 300.104; ARSD 24:05:19:08**

Consistent with the IEP requirements in this article regarding the provision of services in a timely manner, the SDSBVI will ensure that there is no inappropriate delay in implementing a child's IEP, including any case in which the payment source for providing or paying for special education and related services to the child is being determined.

All educational programs, evaluations, room and board and other services provided by SDSBVI are provided at no cost to parents or local school districts. Districts remain responsible for travel as determined during the IEP process and for any additional services (i.e. OT, PT, psychological counseling or outside therapy) that are not conducted by SDSBVI personnel, but are included on the IEP.

- **Assistive technology; 300.105; ARSD 24:05:27:18 ARSD 24:05:27:19**

Each individual child's need for assistive technology is assessed and discussed by the IEP team. The assistive technology determined by the team to be appropriate for the student will be provided by the SDSBVI and if purchased will remain the property of SDSBVI. Training in the use of the devices will be provided to the student and SDSBVI staff and to parents upon request.

- Extended school year services; 300.106; ARSD 24:05:25:26

The SDSBVI provides an extended school year that focuses on the expanded core curriculum for students who are blind or visually impaired. Recommendation for the extended school year program comes through the IEP process. An IEP is developed and implemented that addresses the need for extended school year services. The IEP team shall determine the length of the school day and duration of extended school year services based on the individual child's needs. However, students who are not on an IEP may still be eligible for services during the summer if they meet the requirement of having a visual impairment.

- Nonacademic services; 300.107; ARSD 24:05:28:06

For any student enrolled at the SDSBVI, the IEP team determines the extent and type of nonacademic and extracurricular services that will be provided in settings off campus. The SDSBVI will ensure that each child with a disability has the supplementary aids and services determined by the child's IEP team to be appropriate and necessary for the child to participate in nonacademic settings.

- Physical education; 300.108; ARSD 24:05:28:08

Physical education services are made available to every child enrolled at the SDSBVI. Regular physical education is mandated through high school.

Students who are served at the SDSBVI require some adaptation of the physical education program because of their reduced vision. Some eye conditions preclude certain physical activities which would cause jarring. Some competitive games, such as goalball and other events such as cross-country and downhill skiing for blind skiers are available for SDSBVI students. The goal of physical education for blind, visually impaired, and deaf blind children is the same as it is for other children to develop healthy bodies and promote lifelong activity.

Adapted physical education program at the SDSBVI provides students with opportunities to achieve their maximum potential for physical development. Unless restricted because of individual needs, all students receive instruction in adapted physical education through high school. Students are involved in physical exercise, games, dance, and select competitive activities. When individually appropriate, students can take part in competitive or intramural sports through the public or parochial school systems.

- Program options; 300.110; ARSD 24:05:28:04

The SDSBVI will ensure that students have available to them a variety of educational programs and services which are available to non-handicapped children including art, music, industrial arts, consumer and homemaking education, and vocational education. Responsibility for any costs associated with participation in the various programs will be determined through the IEP process. The local school district has fiscal responsibility for tuition, fees and/or transportation required for participation in programming within the Aberdeen community. The LEA must give prior consent to any such arrangement; SDSBVI cannot obligate the district without their approval. The student or family may pay participation in some activities; other activities may be sponsored by the SDSBVI.

SECTION II: Full educational opportunity goal (FEOG) 34 C.F.R. § 300.109; ARSD 24:05:22:04, ARSD 24:05:22:04.01

The district/cooperative and all member schools/districts will have in effect policies and procedures, demonstrating that the district/cooperative has established a goal of providing full educational opportunity to all children with disabilities, aged birth through 21, and include a timetable for accomplishing that goal.

District Narrative:

The South Dakota School for the Blind and Visually Impaired, consistent with the timetable established by the State of South Dakota and Part B of the Individuals with Disabilities Education Act (IDEA), has a goal of providing full educational opportunity to all children with visual impairments, aged birth through twenty-one. The district will review data annually to guide decisions with regard to adjustments in its programs to ensure appropriate services to all students with disabilities.

It is the goal of the South Dakota School for the Blind and Visually Impaired to provide a full educational opportunity to all children with vision loss (SDCL 13-61 specifies the students to be served), age birth through twenty-one, consistent with the timetable established in the South Dakota Eligibility Document or Part B of the Individuals with Disabilities Act.

The school's procedures for determining the additional number and kind of facilities, personnel and services needed in order to meet its full program services goal are as follows:

1. The South Dakota School for the Blind and Visually Impaired will review current statistical information from the district's special education program reflecting: a) number of referrals being submitted; and b) number resulting in the identification of additional students requiring special education services.
2. The South Dakota School for the Blind and Visually Impaired will review the current census information projecting the number of new special education students to be served based on previous population percentages experienced by the district.
3. The South Dakota School for the Blind and Visually Impaired will review the annual federal child count statistics reflecting the current number of special students being served, their primary disability condition, kinds of related services required, amount of time in special and regular education, and any other information to assist in program development.
4. The South Dakota School for the Blind and Visually Impaired will review students referred and receiving services from SDSBVI to determine sufficiency of resources to meet identified need.

SECTION III: Child Find 34 C.F.R. § 300.111; Child Identification ARSD 24:05:22

The district/cooperative and all member schools/districts must have in effect policies and procedures for ensuring that all children with disabilities who reside within the boundaries of the district/cooperative member districts, including those who are homeless children or are wards of the state, and children with disabilities who attend private schools, regardless of the severity of their disabilities, who are in need of special education and related services are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. Specific reference in the narrative to include:

- Use of the term developmental delay; ARSD 24:05:24.01:09
- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01
- Children who are highly mobile, including migrant children, 300.111(c)(2); ARSD 24:05:22:01

District Narrative:

The South Dakota School for the Blind and Visually Impaired, has in effect policies and procedures to ensure that all children with visual impairments who reside within the boundaries of the state of South Dakota and who may be in need of special education and related services are located, identified, and evaluated according to all relevant regulations. This includes those students who may be homeless or wards of the state, as well as children with visual impairments who may attend private schools or be homeschooled. Child find includes our ongoing efforts to identify pre-school and school age students with vision loss through our referral and evaluation procedures

The primary responsibility for identification of students who are visually impaired rests with the local public schools. The SDSBVI bears an obligation to inform the local school districts and general public of the programs and services available. In addition, the SDSBVI has a responsibility to enhance public awareness of blindness and the abilities of persons who are blind.

The Superintendent is responsible for the coordination, implementation and documentation of public information activities. The Liaison for Services is the primary contact person for local school districts and parents and is the one who maintains the register of students requesting and receiving services.

The public information campaign is an ongoing process and is broad in an attempt to reach all potential consumer groups statewide. The following have been used as a part of the SDSBVI public awareness campaign.

- a) Development of brochures which have been distributed to local school districts, cooperatives, optometrists, ophthalmologists, and public health entities.
- b) Preparation of a booth to display at educational conferences, health fairs and other related group events.
- c) Development of an on campus tour for educational and civic groups including Northern State University and Presentation College students and public school children. A Braille card with information about the school was printed for distribution during tours.
- d) Presentations on topics related to vision loss and the education of visually impaired children to educational and health professionals, public school students, civic organizations and teacher preparation programs.
- e) Utilization of radio, television, and newspaper press releases and inclusion of articles in publications which reach parents and professionals.
- f) Distribution of the school newspaper, The Pioneer, to parents, local schools, libraries, legislators and others.
- g) Participation by SDSBVI administration, faculty and staff in local and statewide educational conferences, meetings and taskforce groups, i.e. school administrators, special education, early childhood, speech/language pathologists, school counselors, librarians and interagency groups.
- h) Participation in conferences of blind consumer groups in the state.

- i) Collaboration with the South Dakota Birth to Three Programs, South Dakota State Library, Vocational Rehabilitation, and Local Public Schools.
- j) Creation and maintenance of website, Facebook account, and Pinterest account.
- k) Collaboration with local and state civic and organizations such as the Chamber of Commerce and Lions.

The Liaison for Services maintains a record of public information activities. The Liaison works with the Administrative Assistant to maintain a masterlist of students receiving services from the SDSBVI; this list is updated quarterly. The Superintendent is responsible for the maintenance of daily attendance records and reporting the child count to the Special Education Programs.

The Superintendent is responsible for maintaining the American Printing House for the Blind registration of eligible students receiving services through the SDSBVI, and serves as Ex Officio Trustee.

Child Identification is included as an area of mutual effort in the BOR/BOE Cooperative Plan.

The SDSBVI maintains a Master Database of all students B-21 who have been referred to the school because of vision loss.

1. **Collecting:** The information on all students who have been referred to the outreach program is collected and maintained by the Outreach Vision Consultants and remains a part of the student file. For new on campus students, the information is collected by the Liaison for Services; the information for enrolled students is updated annually by the Principal following the IEP meeting.
2. **Maintaining:** Outreach files and Masterlist are maintained by the Outreach Vision Consultants. The files for on campus students are maintained by the Principal/designee.
3. **Reporting:** All students receiving services on campus have been determined to meet eligibility requirements. Only the students served on campus are included in the federal child count report.

All students served by the SDSBVI have been referred by the Local School District. Student files, including information on placement, are maintained for each student served on campus and are available for review by the DOE. All master files for students served through outreach are maintained in the LEA.

- Use of the term developmental delay; ARSD 24:05:24.01:09

NA

- Children who may be suspected of having a disability, and in need of special education, even though they are advancing from grade to grade, 300.111(c)(1); ARSD 24:05:22:01

NA

- Children who are highly mobile, including migrant children, 300.111(c)(2).

NA

SECTION IV: Individualized Education Program (IEP) 34 C.F.R. 300.112; ARSD 24:05:27

The district/cooperative and all member schools/districts will ensure that an individualized education plan (IEP), or an individual family service plan (IFSP) that meets the requirements of section 636(d) of the Act, is developed, reviewed, and revised for each child with a disability in accordance with 34 C.F.R. §§ 300.320 – 300.324, except as provided in 300.300(b)(3)(ii). Specific reference must include:

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03
- Transition services; 300.320(b); ARSD 24:05:27:13.02
- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03
- The IEP team; 300.321; ARSD 24:05:27:01.01
- Parent participation in the IEP; 300.322; ARSD 24:05:25:16
- When the IEP must be in effect; 300.323; ARSD 24:05:25:22
- Development of the IEP; 300.324; ARSD 24:05:27:01.02
- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that each identified student with a vision loss has a current IEP in place that meets the requirements of Section 636(d) of the IDEA, and that has been developed in accordance with the requirements at 34 CFR sections 300.320 through 324. All identified students served at SDSBVI will have a current IEP in place at the beginning of the school year, and for eligible preschool students, by their third birthday. Each eligible student's IEP will be reviewed periodically, but not less than annually, to review progress and determine whether annual goals are being met.

- Content of the IEP; 300.320(a)(1-7); ARSD 24:05:27:01.03

The SDSBVI superintendent/designee will be responsible to ensure that the proper procedures are followed in the development, review, and revision of each IEP.

The joint IEP team will ensure that all appropriate special education issues are addressed and documented on the IEP. The district's Comprehensive Plan along with the IEP Technical Assistance Guide, available from Special Education Programs, will be used as references in the development, review, and revision of each IEP.

The SDSBVI has adopted a format for the IEP which is very similar to the state IEP form. All sections of the IEP must be completed during the meeting. Upon adjournment, the parents, LEA and SDSBVI all receive copies of the new IEP. The following information must be included:

1. A statement of the student's present levels of academic achievement and functional performance, including how the student's disability affects the student's involvement and progress in the general curriculum (i.e., the same curriculum as for nondisabled students).

For preschool student, as appropriate, how the disability affects the student's participation in appropriate activities.

Eye condition and implications of vision loss on the child's education and recommended educational modifications.

2. A statement of measurable annual goals, including academic and functional goals, designed to:

(a) Meet the student's needs that result from the student's disability to enable the student to be involved in and progress in the general education curriculum; and

(b) Meet each of the student's other educational needs that result from the student's disability.

For students with disabilities who take alternate assessments aligned to alternate achievement standards, each student's IEP shall provide a description of benchmarks or short-term objectives.

3. A statement of the special education and related services and supplementary aids and services, based on peer-reviewed research to the extent practicable, to be provided to the student, or on behalf of the student, and a statement of the program modifications or supports for school personnel that will be provided to enable the student:
 - (a) To advance appropriately toward attaining the annual goals;
 - (b) To be involved and make progress in the general education curriculum in accordance with this section and to participate in extracurricular and other nonacademic activities; and
 - (c) To be educated and participate with other students with disabilities and nondisabled students in the activities described in this section.
4. An explanation of the extent, if any, to which the student will not participate with nondisabled students in the regular class and in activities described in this section.
5. A statement of any individual appropriate accommodations that are necessary to measure the academic achievement and functional performance of the student on state and district-wide assessments consistent with § 24:05:14:14. If the IEP team determines that the student shall take an alternate assessment instead of a particular regular state or district-wide assessment of student achievement, a statement of why:
 - (a) The student cannot participate in the regular assessment; and
 - (b) The particular alternate assessment selected is appropriate for the student.
6. The projected date for the beginning of the services and modification described in this section and the anticipated frequency, location, and duration of those services and modifications.
7. A description of how the student's progress toward the annual goals described in this section will be measured and when periodic reports on the progress the student is making toward meeting the annual goals (such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards) will be provided.
8. Beginning not later than the first IEP to be in effect when the student turns 16, or younger if determined appropriate by the IEP team, and updated annually thereafter, the IEP shall include:
 - (a) Appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, if appropriate, independent living skills; and
 - (b) The transition services (including courses of study) needed to assist the student in reaching those goals.
9. Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.
10. Lists of individuals participating in the development of the IEP and identification of persons responsible for its implementation.
11. Determination of need for Extended School Year (ESY) and specific services to be provided.
12. Determination of person responsible for checking hearing aids and external components of surgically implanted medical devices and condition of prescribed eyewear.
 - **Transition services; 300.320(b); ARSD 24:05:27:13.02**

Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

- Transfer of rights at the age of majority; 300.320(c); ARSD 24:05:27:01.03

Beginning not later than one year before a student reaches the age of majority under state law, the student's individualized education program must include a statement that the student has been informed of his or her rights under Part B of the Individuals with Disabilities Education Act, if any, that will transfer to the student on reaching the age of majority consistent with § 24:05:30:16.01.

- The IEP team; 300.321; ARSD 24:05:27:01.01

The following individuals serve as members of the IEP team:

1. Student (required age 16 and older/as appropriate under age 16)
Student participation in the development of the IEP is strongly encouraged whenever appropriate. For students age 16 and older, participation in the IEP/ITP (Individual Transition Plan) is expected. It is important that students be fully prepared prior to the meeting. It is the responsibility of the Case Teacher to assist with this preparation. The Student Services Director may serve as a resource in working with the student.
2. Parents/Guardians
3. LEA Representative (co-chair)
4. Principal/Superintendent (co-chair)
5. Case Teacher/Special Education Teacher
6. Case Manager (if student is in residential program)
7. Evaluator(s)
8. Others who may be involved:
 - A. Student Services Director
 - B. Transition Specialist (age 16 and up)
 - C. Faculty and Staff with instructional responsibilities
 - D. Speech Pathologist
 - E. Occupational Therapist
 - F. Physical Therapist
 - G. Registered Nurse
 - H. Outreach Vision Consultant
 - I. Outside Consultants
 - J. Others as requested by parents or LEA

A member of the IEP team is not required to attend an IEP team meeting, in whole or in part, if the parent of a student with a disability and the school district agree in writing that the attendance of the member is not necessary because the member's area of the curriculum or related services is not being modified or discussed in the meeting. A member of the IEP team may be excused from attending, in whole or in part, an IEP team meeting that involves a modification to or discussion of the member's area of the curriculum or related services, if:

- (1) The parent and school district consent in writing to the excusal; and
- (2) The member submits, in writing to the parent and the IEP team, input into the development of the IEP before the meeting.

- Parent participation in the IEP; 300.322; ARSD 24:05:25:16

All decisions of the IEP team will be made jointly by the parents, school district and SDSBVI personnel through the IEP process and specified on the child's IEP. The IEP will be in effect before special education and related services are provided to a child and will be implemented as soon as possible following an IEP meeting.

Parents will have an opportunity to evaluate the continuum of educational options for their child.

The SDSBVI will ensure that the parent receives a copy of the completed IEP and that the IEP is made available to all service providers.

- When the IEP must be in effect; 300.323; ARSD 24:05:25:22

The Individual Education Plan is developed annually for each student. The IEP details the strengths and needs of the child, the goals established for the year, any special adaptations to be made, related services to be provided, and other details of the child's special education program.

- Development of the IEP; 300.324; ARSD 24:05:27:01.02

IEPs will be written annually (within 365 days of the previous plan) by the IEP team. For students enrolled on campus, Case Teachers and Case Managers play an important role in the development and implementation of the IEP for each student assigned to them.

The exact dates for the IEPs will fluctuate each year. A current IEP must be on file at the beginning of the school year. IEPs must not extend beyond 365 days in duration. Each student must have a comprehensive evaluation completed every three years or more frequently when requested by a parent or teachers. Comprehensive evaluations must be completed within twenty-five (25) school days (upon receipt of consent for evaluation) and an IEP developed within thirty (30) calendar days from the end of the 25 school days evaluation timeline.

PROCESS:

1. Scheduling of IEPs will be done by the Educational Secretary who will contact parents and LEA to set up a mutually agreeable date and time, determine who will be present, and decide whether the meeting will be held person-to-person or by teleconference. A Contact Report will be maintained as an official record of legal notification. All arrangements made by telephone will be followed with a Parental Prior Notice Form to parents, LEA, SDSBVI staff, and others as identified. As the meeting arrangements are finalized, SDSBVI staff will be notified and also receive a copy of the Parental Prior Notice Form.
2. In preparation for the IEP meeting, Case Teachers will schedule and conduct a prestaffing to do the following:
 - a. Review the child's progress since the last IEP meeting and current strengths and needs.
 - b. Review all evaluation data.
 - c. Discuss placement options and generate ideas for a program which would address the child's individual needs.
 - d. Discuss potential for related service needs and options for implementation.
 - e. Identify components which should be considered for the Individual Education Plan (IEP) and Individual Transition Plan (ITP) [for students 16 and older], including the specific goals of participation in other programs.
 - f. Determine which SDSBVI staff should attend the IEP meeting. Prestaffings should be held at least 5 days prior to the IEP so that parents can be notified as to who will be in attendance.
 - g. It is the responsibility of each teacher, case manager, and therapist to share relevant information with the Case Teacher.
3. Information brought to the IEP meeting should be in rough draft form for discussion by the team.
4. IEP meetings will be co-chaired by the SDSBVI Principal or designee and the school district representative who are jointly responsible for completion of the IEP document and are authorized to commit to expenditures.

5. There is a single format for all IEPs. The IEP must reflect the skill areas impacted by the disability (as opposed to assigned classes). Therefore, the goals which are identified by the team will be implemented across domains. It is significant that the IEP reflect those special adaptations which address the student's vision loss and compensatory skills.
6. The IEP meeting may take place in person or by teleconference, but all provision of prior notice, participation, and content must be met.
7. All areas on the IEP form must be completed or marked as not applicable/not required.
8. Copies of the completed IEP will be provided to the parent and LEA with one copy retained for the student's cumulative file at the SDSBVI. Additional copies of the IEP will be made upon the request of parent or LEA for other individuals or agencies who will be working with the child. Copies will be provided to the service providers who work with the student.

CHANGES IN THE IEP

Any changes in the IEP, including changes in short-term objectives or related services, must be made by the IEP team. The Principal must notify the parents and LEA of the proposed changes and initiate an IEP meeting. An Addendum must be written and attached to the original IEP. This process may take place in person or by teleconference, but all provision of prior notice must be met.

TRANSFER

If an eligible student transfers to a new public agency in the same State, and enrolls in a new school within the same school year, the new public agency (in consultation with the parents) must provide a free appropriate public education (FAPE) to the child (including services comparable to those described in the child's IEP from the previous public agency), until the new public agency either:

- Adopts the child's IEP from the previous public agency; or
- Develops, adopts, and implements a new IEP that meets the applicable requirements.
- Routine checking of hearing aids and external components of surgically implanted medical devices, 300.113; ARSD 24:05:27:05

Determination of person responsible for checking hearing aids and external components of surgically implanted medical devices and condition of prescribed eyewear is included in each SDSBVI IEP.

SECTION V: Least Restrictive Environment (LRE), 34 C.F.R. §§ 300.114 – 300.120; ARSD 24:05:28

The district/cooperative and all member schools/districts will ensure that, to the maximum extent appropriate, children with disabilities, including those in public or private institutions or other care facilities, are educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature and severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Specific reference must include:

- A continuum of alternative placements; 300.115; ARSD 24:05:28:02
- Placements; 300.116; ARSD 24:05:28:03
- Non-academic settings, 300.117; ARSD 24:05:28:06
- Children in public or private institutions; 300.118; ARSD 24:05:28:07
- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11
- Monitors placements, 300.120; ARSD 24:05:28:12

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures the availability of a continuum of alternative placements to provide each student with a disability the opportunity for education in the Least Restrictive Environment. Any removal of a student with a disability from the regular education environment may occur only when the nature and severity of the child's needs dictate that education in regular classes, with the use of supplementary aids and services cannot be achieved satisfactorily.

- A continuum of alternative placements; 300-115; ARSD 24:05:28:02

Students who have a visual impairment which impacts their education are eligible for services from the SDSBVI. These educational programs and services may be offered in a variety of ways to ensure that the child receives an appropriate education in the least restrictive environment. In all cases the programming and services to be provided are specified in the IEP.

Special education programs and services necessary to meet individual needs will be coordinated with the regular education program whenever appropriate. Removal from a regular classroom will occur only when the nature and severity of the child's needs is such that education in regular classes with the use of supplementary aids cannot be satisfactorily achieved. Provisions will be made for appropriate classroom settings or alternative settings necessary to implement the IEP. Out of district placement will be utilized only when necessary to implement the IEP and will be as close to home as possible.

Placement in the least restrictive environment will not produce a harmful effect on the child or reduce the quality of services the child needs.

Parents will have an opportunity to evaluate the continuum of educational options for their child.

The following factors in determining placements will be used by the SDSBVI.

- a) Each child's educational placement must be individually determined at least annually and must be based on the child's individual education program;
- b) Provisions are made for appropriate classroom or alternative settings necessary to implement a child's individual education program;
- c) Discussion of the ways the child's visual impairment impacts their educational achievement;
- d) Except where a child's individual education plan requires some other arrangement, the child shall be educated in the school which that child would normally attend if not disabled. Other placement shall be as close as possible to the child's home;
- e) Placement in the least restrictive environment will not produce a harmful effect on the child or reduce the quality of services which that child needs; and
- f) A child with a disability is not removed from education in age appropriate regular classrooms solely because of needed modifications in the general curriculum.

- **Placements; 300.116; ARSD 24:05:28:03**

The SDSBVI provides an array of educational programs and services on the campus in Aberdeen and in local school districts across the state of South Dakota. Thus the SDSBVI endorses and assists local school districts to provide a continuum of placements for students who are blind, visually impaired, or deaf blind. Alternative placements could include regular education programs with modification, resource rooms, self-contained programs, day school programs, residential school programs, and home and hospital programs. The SDSBVI can implement these alternatives in the following ways:

- a) **EVALUATION SERVICES:** The SDSBVI provides comprehensive educational evaluations and interpretation of results for parents and public school teachers and recommendations for appropriate educational programming and placement. Vocational testing is also available.
- b) **CONSULTATION SERVICES:** The SDSBVI provides consultative services for local school districts, cooperatives and parents to assist them in developing child identification procedures and appropriate educational programs. Consultation services range from early intervention to transition.
- c) **DAY SCHOOL PROGRAMS:** The SDSBVI provides direct educational programs and services to visually impaired students, including those who are multihandicapped and deaf blind. For some students this may be a full day program at the SDSBVI or a combined program with public or private preschools, public or parochial schools at the elementary or high school level, Aspire, etc.
- d) **RESIDENTIAL SCHOOL PROGRAM:** The SDSBVI provides residential services for those students who are better served in such an environment and who need the continuity of an extended and intensive program. Residential services are available to students who live too far away to make daily travel feasible.
- e) **HOME AND HOSPITAL PROGRAMS:** The SDSBVI will provide limited direct service and/or consultation in home or hospital environments when it best meets the needs of the student. Home or hospital programs through the SDSBVI are temporary in nature and of limited duration.
- f) **OTHER SETTINGS:** The SDSBVI will provide consultation and/or training for students with visual impairments in vocational programs, work settings, and other locations upon request.

- **Non-academic settings, 300.117; ARSD 24:05:28:06**

Nonacademic and extracurricular activities will be provided for students at the SDSBVI to afford them equal opportunities for participation. Students may take part in extracurricular and/or nonacademic courses offered in the Aberdeen public or parochial schools, preschools, A-TEC, NSU, or other community programs. These activities may include counseling, athletics, transportation, health services, recreational activities, special interest groups or clubs, referrals to agencies (such as Service to the Blind and Visually Impaired and Opportunities in Independent Living) who provide services to persons with handicaps and opportunities for obtaining on the job training and outside employment.

In providing for or arranging for provision of academic, nonacademic and extracurricular services, each child will have opportunities to participate to the maximum extent possible and appropriate with non-handicapped peers. It will be the responsibility of SDSBVI personnel to work with others in the integrated setting (teachers, students, and others) to provide consultation and support as may be necessary.

- Children in public or private institutions; 300.118; ARSD 24:05:28:07

Teaching our students to live and work successfully in the community is a part of our role and mission. Although students benefit from classroom instruction and role playing within the school environment, they also need opportunities to practice skills they have acquired in every day settings.

Blind and visually impaired children need to work harder to become familiar with "how things work," having limited opportunities to observe and imitate others or raise questions about the events taking place around them. In addition, some students experience difficulty in transferring experiences and skills from one situation to another.

Making the community a part of the learning experience has been a part of the SDSBVI curriculum for a long time through public school classes, mobility lessons, recreational opportunities as well as classroom activities.

To ensure that students are getting the necessary opportunities to interact within the community, options including academic, nonacademic, recreational, and vocational will be discussed during the IEP meetings and included on the student's IEP.

Each student who receives educational services has an annual review of his/her program by his/her placement committee. During that review consideration is given to reintegration into the local school district or provision of some program components within the Aberdeen public or private schools. "Guidelines for Decision Making" have been developed to assist SDSBVI personnel in this process. While the SDSBVI educational team will make recommendations, such decisions rest with the IEP team.

When it is determined that a student will benefit from another program, SDSBVI faculty and staff will work with the local school district to develop an appropriate plan for reintegration or transfer. The SDSBVI personnel will be available to meet with teachers and other service providers, travel to the local school district, provide in services for students or staff, assist with getting needed books and materials, and otherwise assist with the process.

A student remains eligible for SDSBVI programs and services until they receive a signed high school diploma or becomes 21 years of age during the fiscal year shall have free school privileges during the school year.

A student who returns to his/her local school district or other setting may receive educational diagnostic or consultative services as needed. In the event a student needs an on campus program at a later date, the normal placement process will apply.

- Teachers and administrators are provided with technical assistance and training; 300.119; ARSD 24:05:28:11

Ongoing technical assistance and training are available to SDSBVI administrators and teachers through the DOE.

- Monitors placements, 300.120; ARSD 24:05:28:12

The DOE monitors SDSBVI placement decisions at the local district and at SDSBVI through Special Education compliance monitoring and reporting.

SECTION VI: Procedural Safeguards, 34 C.F.R. § 300.121; ARSD 24:05:30

The district/cooperative and all member schools/districts will ensure that all children with disabilities and their parents are afforded procedural safeguards required by 34 C.F.R. §§300.500 through 300.536, and consistent with South Dakota Administrative Rule. Specific reference must include:

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02
- Independent educational evaluations; 300.502; ARSD 24:05:30:03
- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04
- Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01, ARSD 24:05:30:06.02
- Use of electronic mail; 300.505; ARSD 24:05:30:06.03
- Availability of mediation; 300.506; ARSD 24:05:30:09
- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01
- Resolution process; 300.510; ARSD 24:05:30:08.09-.12
- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04
- Hearing rights; 300.512; ARSD 24:05:30:12
- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11
- Status of child during due process proceedings; 300.518; 24:05:30:14 ARSD.
- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15
- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01
- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03
- Determination of setting; 300.531; ARSD 24:05:26:09.2
- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05
- Placement during appeals; 300.533; ARSD 24:05:26:09.06
- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14
- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15
- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that all children with disabilities and their parents are afforded the required procedural safeguards of 34 CFR 300.500 through 300.536 as outlined in the *South Dakota Parental Rights and Procedural Safeguards* document.

The district will provide a copy of the procedural safeguards document to the parents of an eligible child with a disability at least one time each year, in addition to the following:

- Upon initial referral or parent request for an evaluation;
- Upon request by the parent;
- In accordance with discipline procedures outline in the procedural safeguards document;
- Upon receipt of the first state complaint or first due process complaint in a given school year.

The LEA is responsible to post a copy of the procedural safeguards document on its website in both English and Spanish to afford access to the public.

- Opportunity to examine records; parent participation in meetings; 300.501(a)(b)(c); ARSD 24:05:30:02

Parents, legal guardians, or eligible students have the right to inspect and review any educational records collected and maintained by the SDSBVI. Access by parents is not recorded on the Records Access Monitor. The school shall comply with a written request without unnecessary delay and within forty-five (45) calendar days after a request is received. Parents, legal guardians or eligible students requesting records for use at an Individualized Educational Planning Committee meeting, a hearing, or a hearing appeal shall be given immediate access to the requested records.

All decisions of the IEP team will be made jointly by the parents, school district and SDSBVI personnel through the IEP process and specified on the child's IEP. The IEP will be in effect before special education and related services are provided to a child and will be implemented as soon as possible following an IEP meeting.

Parents will have an opportunity to evaluate the continuum of educational options for their child.

The SDSBVI will ensure that the parent receives a copy of the completed IEP and that the IEP is made available to all service providers.

- Independent educational evaluations; 300.502; ARSD 24:05:30:03

For students enrolled at the SDSBVI, requests for an independent educational evaluation (conducted by persons other than SDSBVI staff) will be referred back to the LEA.

Upon request of a LEA or parent, the SDSBVI will conduct an independent educational evaluation for a visually impaired child who is a South Dakota resident. Such evaluation, conducted by the SDSBVI personnel, will be provided at no charge to either the LEA or parent. Both parents and LEA representatives will be invited to take part in the post evaluation staffing. Copies of the evaluation report will be sent to both the parent and LEA.

Pursuant to SDCL § 13-37-1.3, the local school district has a non-delegable duty to provide a free appropriate public education for each resident child. Although the preferred placement for all children is in the school that they would ordinarily attend if they were not disabled, for some children, the least restrictive environment may involve an alternative placement in a special school. Placement in a special school does not transfer the school district's responsibility for FAPE to the special school providing an alternative placement. Rather, it necessitates a close cooperation between the school district and the special school to assure that the school district can provide necessary educational or related services that are ordinarily unavailable through the special school. This relationship is spelled out in the cooperative agreement between the Board of Regents and Board of Education.

The parties agree that the Individualized Educational Plan team provides the proper setting to assign responsibility for providing educational and related services that the IEP team has determined to be necessary to provide FAPE to a child. To that end, the parties agree that the local school district will have primary responsibility for the IEP. The special school will provide administrative support throughout the IEP process and will assign personnel who have the knowledge of special education and of the special school resources to assist the school district counterpart in guiding IEP team meetings convened at the special school. The parties agree further that where the IEP team identifies as necessary an educational or related service that the special school does not provide, the school district will be responsible for financing provision of such services.

- Prior written notice; content of notice; 300.503; ARSD 24:05:30:04

The SDSBVI will not make a change in a student's program without notifying the parents and local school district in writing at least five (5) days prior to initiating or refusing to initiate or changing the identification, evaluation or educational placement of a child or the provision of a free appropriate public education to the child.

Parental consent must be obtained in writing prior to a first time evaluation and before the initial placement of a child in a program providing special education or special education and related services. For subsequent evaluations which take place at the SDSBVI, parents will receive a prior consent form from the SDSBVI.

The notice to parents must include the following:

1. Describe the action that your school district proposes or refuses to take;
2. Explain why your school district is proposing or refusing to take the action;
3. Describe each evaluation procedure, assessment, record, or report your school district used in deciding to propose or refuse the action;
4. Include a statement that you have protections under the procedural safeguards provisions in Part B of the IDEA;
5. Tell you how you can obtain a description of the procedural safeguards if the action that your school district is proposing or refusing is not an initial referral for evaluation;
6. Include sources for you to contact for help in understanding Part B of the IDEA;
7. Describe any other options that your child's individualized education program (IEP) Team considered and the reasons why those options were rejected; and
8. Provide a description of other factors relevant to why your school district proposed or refused the action.

- **Procedural safeguards notice; 300.504; ARSD 24:05:30:06.01; ARSD 24:05:30:06.02**

The notice must be:

1. Written in language understandable to the general public; and
2. Provided in your native language or other mode of communication you use, unless it is clearly not feasible to do so.

If your native language or other mode of communication is not a written language, your school district must take steps to ensure that:

1. The notice is translated for you orally or by other means in your native language or other mode of communication;
2. You understand the content of the notice; and
3. There is written evidence that 1 and 2 have been met.

You may elect to receive notices required in this document regarding prior written notice, procedural safeguards notice, and notices related to a due process complaint by an electronic mail communication if the district makes that option available. The district will document your request to receive these notices by electronic mail.)

RELEASE FORMS

In order to protect students, parents, and the SDSBVI, several release forms must be completed and signed by parents each school year. When students return to school, parents are required to fill out and sign all release forms before they depart. Included in these papers is a form to obtain parental consent to release information about their child through the media. In addition to giving approval for the release of identifying information, parents also may note any limitations they wish to be followed.

Consent means that the parent has been fully informed of all information relative to the activity for which consent is sought, in his or her native language or other mode of communication; the parents understand and agree in writing to the carrying out of the activity for which consent is sought, and the consent describes that activity and lists any records which will be released and to whom; and the granting of consent by parents is voluntary and may be revoked in writing at any time.

- **Use of electronic mail; 300.505; ARSD 24:05:30:06.03**

SDSBVI will provide notices to parents by electronic mail if they elect to do so.

- Availability of mediation; 300.506; ARSD 24:05:30:09

GRIEVANCE PROCEDURE

The school recognizes the need for students and/or parents to have appropriate ways to resolve conflict and disagreement with rules and/or procedures of the school, actions by any individual staff member of the school, or any discriminating policies, procedures or actions by the school or any of its employees. The following course of action should be used by the students and/or parents to try to change any policy of or action taken by the school or one of its employees or any discrimination encountered by any student and/or his/her parent(s).

1. The student and/or parents should make all attempts to resolve any conflict or disagreement in an informal manner. The student and/or parents can talk to his/her teacher or case manager to try to change a policy or action.
2. If the student and/or parents are not satisfied, the grievance can be taken, informally to the Principal, Dorm Supervisor, or Student Services Director.
3. Dissatisfaction with the Step 2 decision can result in a formal written complaint to the Principal. The student and/or his/her parents shall receive a written response within ten (10) working days of the receipt of the appeal.
4. If a resolution is not achieved, the student and/or his/her parents shall formally file a grievance with the Superintendent. The Superintendent shall respond in writing within ten (10) working days.
5. If the student and/or his/her parents are not satisfied with the Step 4 decision, a formal written complaint can be made to the Executive Director of the South Dakota Board of Regents. The Executive Director of the Board will respond in writing as quickly as possible. Action of the Board will be final for administrative procedure.

- Filing of due process complaints; 300.507; 300.508; 300.509; ARSD 24:05:30:07.01

The BOR, the SDSD, the SDSBVI, and the DOE agree that the DOE has the responsibility under IDEA to monitor the special schools in order to ensure compliance with IDEA. As such, the DOE has the responsibility to oversee corrective actions as a result of compliance monitoring.

The BOR, the SDSD, the SDSBVI and the DOE agree that state and federal special education laws require that parents have access to due process procedures to resolve concerns about IEP plans or with the implementation of those plans. The parties agree that cooperation between the special schools and school districts will be essential to assure parents' recourse to effective decision-makers who have the financial resources to provide services found to be necessary.

To this end, the parties agree that each placement agreement should specify that the special school and the school district will encourage parents to address concerns about IEP plans or with the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from filing due process complaints about such matters, as permitted under regulation, but such due process complaints should be directed to the school districts since they have primary responsibility to provide a free appropriate public education.

Each placement agreement should specify that the special school and the school district will encourage parents to address concerns about IEP plans or with the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from requesting mediation or initiating due process complaints as permitted under rule.

In the event that a parent initiates a due process complaint, the special school shall cooperate fully with the school district in meetings with parents convened to attempt to resolve the concern, in mediation sessions, if any, and in preparing for and participating in any formal hearings.

- Resolution process; 300.510; ARSD 24:05:30:08.09-.12

GRIEVANCE PROCEDURE

The school recognizes the need for students and/or parents to have appropriate ways to resolve conflict and disagreement with rules and/or procedures of the school, actions by any individual staff member of the school, or any discriminating policies, procedures or actions by the school or any of its employees. The following course of action should be used by the students and/or parents to try to change any policy of or action taken by the school or one of its employees or any discrimination encountered by any student and/or his/her parent(s).

1. The student and/or parents should make all attempts to resolve any conflict or disagreement in an informal manner. The student and/or parents can talk to his/her teacher or case manager to try to change a policy or action.
2. If the student and/or parents are not satisfied, the grievance can be taken, informally to the Principal, Dorm Supervisor, or Student Services Director.
3. Dissatisfaction with the Step 2 decision can result in a formal written complaint to the Principal. The student and/or his/her parents shall receive a written response within ten (10) working days of the receipt of the appeal.
4. If a resolution is not achieved, the student and/or his/her parents shall formally file a grievance with the Superintendent. The Superintendent shall respond in writing within ten (10) working days.
5. If the student and/or his/her parents are not satisfied with the Step 4 decision, a formal written complaint can be made to the Executive Director of the South Dakota Board of Regents. The Executive Director of the Board will respond in writing as quickly as possible. Action of the Board will be final for administrative procedure.

- Impartial due process hearing; 300.511; ARSD 24:05:30:09.04

SDSBVI will ensure that procedures are established and implemented to allow parties to disputes involving any matter under this article, including matters arising before the filing of a due process complaint, to resolve disputes through a mediation process. Procedures for mediation are as follows:

- (1) SDSBVI shall ensure that mediation is viewed as voluntary and freely agreed to by both parties and is in no way used to deny or delay an aggrieved party's right to a hearing on a parent's due process complaint, or to deny any other rights afforded under this article; and
- (2) The mediation conference is an intervening, informal process conducted in a nonadversarial atmosphere that is scheduled in a timely manner and held in a location that is convenient to the parties in the dispute.

The state shall bear the cost of the mediation process, including the costs of meetings described in § 24:05:30:09.02.

- Hearing rights; 300.512; ARSD 24:05:30:12

Any party to a hearing, under this chapter or chapters 24:05:26 and 24:05:26.01, has the right to:

- (1) Be accompanied and advised by counsel and by individuals with special knowledge or training concerning the problems of children with disabilities, except that neither party has the right to be represented by a nonattorney at a hearing;
- (2) Present evidence and confront, cross-examine, and compel the attendance of witnesses;
- (3) Prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least five business days before the hearing;
- (4) Obtain a written or, at the option of the parents, electronic verbatim record of the hearing; and
- (5) Obtain written or, at the option of the parents, electronic findings of fact and decisions. The public agency shall transmit those findings and decisions, after deleting any personally identifiable information, to the state advisory counsel and shall make those findings and decisions available to the public.

- Hearing decisions; 300.513; 300.514; 300.515; 300.516; 300.517; ARSD 24:05:30:11

Any party aggrieved by the decision of the hearing officer under this chapter or chapters 24:05:26 and 24:05:26.01 may bring a civil action with respect to a due process complaint notice requesting a due process hearing under the Individuals with Disabilities Education Act, 20 U.S.C. § 1415(i)(2). A civil action may be filed in either state or federal court without regard to the amount in controversy. The party bringing the action has 90 days from the date of a hearing officer's decision to file a civil action. In any action brought under this section, the court:

- (1) Shall review the records of the administrative proceedings;
- (2) Shall hear additional evidence at the request of a party; and
- (3) Basing its decision on the preponderance of the evidence, shall grant the relief that the court determines to be appropriate.

Nothing in Part B of the Individuals with Disabilities Education Act restricts or limits the rights, procedures, and remedies available under the Constitution, the Americans with Disabilities Act of 1990 as amended to July 1, 2013, Title V of the Rehabilitation Act of 1973 as amended to July 1, 2013, or other federal laws protecting the rights of children with disabilities. However, before the filing of a civil action under these laws, seeking relief that is also available under section 615 of IDEA, the procedures under this chapter for filing a due process complaint must be exhausted to the same extent as would be required had the action been brought under section 615 of IDEA.

- Status of child during due process proceedings; 300.518; ARSD 24:05:30:14

As with interagency disputes, during the pendency of this dispute resolution process, the parties will ensure that services required to provide FAPE will continue. Disputed service(s) currently being provided will continue until the outcome of the dispute resolution process. The implementation of disputed service(s) not previously provided will be pursuant to a decision reached through the following resolution process.

- Surrogate parents; children who are wards of the state; homeless youth; 300.519; ARSD 24:05:30:15

The SDSBVI has established and implemented procedural safeguards, including the right to an independent educational evaluation, prior notice, and parental consent. Because students receive services from the SDSBVI through an IFSP or IEP process, responsibility for the appointment of a surrogate parent remains with the LEA.

- Transfer of rights at age of majority; 300.520; ARSD 24:05:30:16.01

All rights, including those related to student records, automatically are extended to the student at age 18, unless legal guardianship has been established. If the parents or legal guardians of an adult student deem this student mentally or emotionally incompetent to be responsible for the proper handling and disposition of his/her school record, these parents or guardians and not the school, must assume sole responsibility for having this incompetence legally established by the courts.

- Discipline procedures and manifestation determination; 300.530; ARSD 24:05:26:09.03

NA

- Determination of setting; 300.531; ARSD 24:05:26:09.2

NA

- Right of appeal of the determination of setting; 300.532; ARSD 24:05:26:09.05

NA

- Placement during appeals; 300.533; ARSD 24:05:26:09.06

NA

- Protections for children not determined eligible for special education and related services; 300.534; ARSD 24:05:26:14

NA

- Referral to action by law enforcement and judicial authorities; 300.535; ARSD 24:05:26:15

Nothing in Part B of the Individuals with Disabilities Education Act prohibits a school district or other public agency from reporting a crime committed by a student with a disability to appropriate authorities or to prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with a disability.

A school district or other public agency reporting a crime committed by a student with a disability shall ensure that copies of the special education and disciplinary records of the student are transmitted for consideration by the appropriate authorities to whom it reports the crime. A school district reporting a crime under this chapter may transmit copies of the student's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act, as amended to January 8, 2009.

- Change of placement due to disciplinary removals; 300.536; ARSD 24:05:26:02.01

If a short-term suspension from a class, classes, or school is anticipated because of a pupil's violation of a policy, the procedure in § 24:07:02:01 applies.

Policy Statement – The suspension of students from the SDSBVI includes the general due process procedures used for all students. No student will be suspended from school for more than ten (10) days for a violation of a rule, regulation, or policy without a proper hearing as defined in Article 24:07. In all cases when suspension is contemplated, the parents and LEA will be notified.

It is the policy of the SDSBVI that no student will be expelled. If it appears necessary to discontinue services on the SDSBVI campus, the local school district will be notified so that a placement committee can be convened to evaluate the student's needs and determine the best way to provide for a free appropriate public education.

SDSBVI Procedures – If a short-term suspension from a class, classes, or school is anticipated because of a student's violation of a rule, regulation, or policy, the Principal or Superintendent shall give oral or written notice to the student as soon as possible following the alleged violation, stating the basis for the suspension. The student will be given an opportunity to answer the charges. In all cases of short-term suspension, the parents will be contacted by telephone, in person, or through written notice. In no cases will a student be suspended from school without prior notification of parents and provisions made for travel home or to an alternate site. The student may not be suspended for more than ten (10) days.

In cases where the safety or wellbeing of the student or others is jeopardized, the SDSBVI may elect to contact civil authorities, medical or mental health professionals for immediate intervention.

SECTION VII: Evaluation 34 C.F.R. §300.122; ARSD 24:05:25

The district/cooperative and all member schools/districts will ensure that all children with disabilities are evaluated in accordance with 34 C.F.R. §§300.300 through 300.311. Specific references must include:

- Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01
- Initial evaluations; 300.301; ARSD 24:05:25:03
- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03
- Re-evaluations; 300.303; ARSD 24:05:25:06
- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04
- Determining eligibility; 300.306; ARSD 24:05:25:04.03
- Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12

District Narrative:

The SDSBVI serves children who have been determined eligible by their LEA prior to being accepted for placement.

The LEA is responsible that all children with disabilities are evaluated in accordance with the following regulatory provisions:

- Parental consent (for initial evaluation, services, and re-evaluations; 300.300; ARSD 24:05:25:02.01, ARSD 24:05:25:06.01 ARSD.

SDSBVI requires parental consent for re-evaluations. We will review areas of concern and determine areas to be assessed. Parents of enrolled students are contacted by phone by the Student Services Director in advance of the evaluation to secure their input into the evaluation process.

- Initial evaluations; (Preplacement evaluations, ARSD 24:05:25:03)

NA

- Screening for instructional purposes; 300.302; ARSD 24:05:25:03.03

NA

- Re-evaluations; 300.303; ARSD 24:05:25:06

The Liaison for Services, Student Services Director, and Outreach Vision Consultants will monitor the schedule for comprehensive evaluations that must be completed every three years or more frequently if requested by parent/guardian or teacher. This team will establish schedules and ensure proper notification to parents. They review areas of concern and determine areas to be assessed. Parents of enrolled students are contacted by phone by the Student Services Director in advance of the evaluation to secure their input into the evaluation process. Comprehensive evaluations must be completed within twenty-five (25) school days from receipt of consent for evaluation and an IEP developed within thirty (30) calendar days from the end of the 25 school days evaluation timeline. The Student Services Director ensures that parents receive written prior notice.

- Evaluation procedures; 300.304; 300.305; ARSD 24:05:25:04

NA

- Determining eligibility; 300.306; ARSD 24:05:25:04.03

NA

- Specific learning disabilities; 300.307 through 300.311; ARSD 24:05:25:07, ARSD 24:05:25:08, ARSD 24:05:25:11, ARSD 24:05:25:12

NA

SECTION VIII: Confidentiality 34 C.F.R. 300.123; ARSD 24:05:29, ARSD 24:05:21:05

The district/cooperative and all member schools/districts will ensure compliance with all regulations regarding the confidentiality of records and information, as noted in 34 C.F.R. §§300.610 through 300.626. Specific references must include:

- Notice requirements to parents; 300.612; ARSD 24:05:29:18
- Access rights; 300.613; ARSD 24:05:29:04
- Record of access; 300.614; ARSD 24:05:29:05
- Records on more than one child; 300.615; ARSD 24:05:29:06
- List of types and locations of information; 300.616; ARSD 24:05:29:07
- Fees for copies of records; 300.617; ARSD 24:05:29:08
- Amendments to records at parent's request; 300.618; ARSD 24:05:29:09
- Opportunity for a hearing; 300.619; ARSD 24:05:29:10
- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12
- Parental consent for the release of records; 300.622; ARSD 24:05:29:13
- Safeguarding of records; 300.623; ARSD 24:05:29:14
- Destruction of information; 300.624; ARSD 24:05:29:15
- Children's rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16
- Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17
- Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures the compliance with all regulations regarding the confidentiality of personally identifiable information and all records according to 34 CFR 300.610 through 300.626.

- Notice requirements to parents; 300.612; ARSD 24:05:29:18

The parents of children enrolled at the SDSBVI and eligible students will be notified annually of their rights under this act. These rights are written in the Parent/Student Handbook distributed to all parents/students upon enrollment and again at the beginning of each school year. The SDSBVI will provide a copy of the procedural safeguards document ("South Dakota Parental Rights and Procedural Safeguards") at least one time each year in addition to the following:

- Upon request by the parent
- In accordance with discipline procedures in the procedural safeguards document
- Upon receipt of the first state complaint or first due process complaint in a given school year

The notice will include a statement that the parent/guardian has a right to inspect and review the child's records, request amendment, consent to disclosure, file a complaint, and obtain a copy of the SDSBVI policy. The notice will indicate the location where copies of the SDSBVI policy are located. The SDSBVI will provide this notice by any means that are likely to inform the parents and eligible students of their rights and that will effectively notify parents of students who have a primary or home language other than English.

- Access rights; 300.613; ARSD 24:05:29:04

CONFIDENTIALITY POLICY

The Confidentiality Policy of the South Dakota School for the Blind and Visually Impaired guarantees:

1. The complete privacy of school records of every enrolled student or former enrolled student from unwarranted inspection by or communication to any unauthorized individual or agency.
2. Upon request, the right of the parents or legal guardians of every student and the similar right of every eligible student to read or to have read, explained and interpreted to them each and every portion of the record in the primary language of the home.
3. All parents, even those not having custody of their children, have access to each record kept on a child, unless barred by the court.
4. Parents have rights under the Family Education Rights and Privacy Act (FERPA) and also under the Individuals with Disabilities Education Act (IDEA) and will receive annual notification of those rights in the Student/Parent Handbook.
5. Copies of SDSBVI policies on confidentiality and retention and destruction of records are available in the main office during regular business hours.

EMPLOYEE ACCESS Current confidentiality regulations limit access to student files to specific personnel, who have a legitimate educational interest in the individual child. Records may be reviewed by authorized individuals between 8:00 am and 4:30 pm, Monday through Friday and at other times and days as circumstances permit. Access by authorized SDSBVI employees is not recorded on the Records Access Monitor. If a student file is to be removed from the office area, a record consisting of the name of student, date, and name of person using file must be entered on the form provided.

PARENT/STUDENT ACCESS Parents, legal guardians, or eligible students have the right to inspect and review any educational records collected and maintained by the SDSBVI. Access by parents is not recorded on the Records Access Monitor. The school shall comply with a written request without unnecessary delay and within forty-five (45) calendar days after a request is received. Parents, legal guardians or eligible students requesting records for use at an Individualized Educational Planning Committee meeting, a hearing, or a hearing appeal shall be given immediate access to the requested records.

The SDSBVI presumes that both parents have authority to inspect and review records relating to his/her child unless notified in writing that a parent does not have the authority under applicable state law governing such matters as guardianship, separation, divorce or custody.

- Record of access; 300.614; ARSD 24:05:29:05

Parents have a right to know who has seen their child's educational records, the Records Access Monitor kept with each file must be signed by all individuals who have requested or obtained access to records. The record will show who accessed the file, when, and the purpose. Those who may view the educational file without prior parental consent include representatives of Federal or State Educational Agencies, Testing Organizations (if anonymous), accrediting organizations, parents of a dependent student (even if the student has reached the age of majority), or others to protect the health and safety of the student or others in an emergency.

Professional workers undertaking educational research may be provided access to educational records without written consent when personally identifiable information has been deleted.

- Records on more than one child; 300.615; ARSD 24:05:29:06

ACCESS RESTRICTIONS: Parents, legal guardians, and eligible students may at no time inspect the records of other students. If an educational record contains information on more than one child, the parents of those children may inspect only the information relating to their child or be informed of that specific information.

- List of types and locations of information; 300.616; ARSD 24:05:29:07

Student educational records are maintained and filed in the Staff Work Area. Confidentiality is the shared responsibility of every staff member who works with the students at the SDSBVI. Every student's rights to privacy must be protected at all times. Those individuals who have access to the file in the central office are listed on the file cabinet. They are: Administrative Assistant, Business Manager, Case Managers, Dorm Supervisor, Educational Secretary, Instructional Assistants, Instructors, Liaison for Services, Low Vision Specialist, Nurses, Principal, Student Services Director, Superintendent, Technology Specialist, and Transition Specialist.

Files kept in the dormitories are available to the Residential Supervisor, Dormitory Staff, Student Services Director, Risk Manager, Superintendent, and Principal. Files kept in the Student Services Director's Office and in the Infirmary are not available to any other staff other than the Superintendent and Principal. Requests for information should be made to the Student Services Director.

When parents, legal guardians, or eligible students, because of a visual impairment, cannot personally read the materials in the student record, a responsible adult may assist the requesting party to review the record in the presence of the administrator or administrator's representative.

The student's records may include:

1. Name, date of birth, sex and racial or ethnic group
2. Name, address and telephone number of parents
3. District of residence
4. Date of referral
5. Type of disability(s)
6. Services being provided
7. Curricular records and reports both academic and social
8. Academic assessment data
9. Health information and reports
10. Social history
11. Individual Educational Planning Committee Reports and Individual Educational Plans
12. Conduct and behavior evaluations
13. Communications

The working notes, professional observations, speculations and anecdotal experiences of teachers, administrators, case managers and student services director are private and the protected domain of the maker's work files and may not be shared with others. Once these working files are shared, they are no longer considered private files.

STUDENT DIRECTORY INFORMATION -- The SDSBVI will maintain a record of student's name, address, telephone number, grades and/or IEP, attendance record, classes attended, grade level completed and year completed.

- Fees for copies of records; 300.617; ARSD 24:05:29:08

The SDSBVI does not charge a copying fee for records provided to parents, legal guardians, or eligible students. A copying fee may be charged for copies provided to a third party. The School will not charge a fee to search for or retrieve information.

- Amendments to records at parent's request; 300.618; ARSD 24:05:29:09

Parents, legal guardians, or adult students retain the right to request that the educational records or portions thereof, be amended. Such requests may be made if the information is felt to be inaccurate, misleading or otherwise violates the privacy or the rights of the students. School officials shall decide within forty five (45) calendar days to amend the records as requested. If the request to amend the records is denied, the requesting party shall be advised of their right to a hearing.

- Opportunity for a hearing; 300.619; ARSD 24:05:29:10

Parents, legal guardians or adult students retain the right to challenge included record materials by a hearing process. The hearing process is as follows:

1. The school shall provide a hearing at the written request of parents, legal guardians, or eligible students to challenge records on grounds of their being inaccurate, misleading or otherwise in violation of the privacy or other right of the students.
2. The hearing shall be held within thirty (30) days after the request has been made.
3. Parents, legal guardians, or eligible students shall be given five (5) days advance notice of the date, place, and time of the hearing.
4. The hearing shall be conducted by a person chosen by the school (it can be a school official) who does not have direct interest in the hearing's outcome.
5. The parents, legal guardians, or eligible students shall be afforded a full and fair opportunity to present evidence related to the issues being challenged.
6. The parents, legal guardians, or eligible students may be assisted or represented by individuals of their own choice, including an attorney, at their own expense.
7. The hearing official shall make a decision based solely upon evidence presented at the hearing and include a summary of the evidence and the reasons for that decision.
8. The institutional decision must be issued within thirty (30) days following the conclusion of the hearing.

- Result of hearing and hearing procedures; 300.620-621; ARSD 24:05:29:12

1. If the hearing's decision is to amend the record as requested, the school shall amend the information accordingly and inform the parents, legal guardians, or eligible students of the change.
2. If the decision of the hearing is to deny the requested amendment, the parents, legal guardians, or eligible students shall be informed of their right to place a statement in the record commenting on the decision or indicating any reason for disagreement with the decision of the school.
3. The statement or explanation of the parent, legal guardians, or eligible student shall be maintained by the school for as long as the record is maintained.
4. If the contested portion of the record is ever disclosed by the school to any party, the statement must also be disclosed.

- **Parental consent for the release of records; 300.622; ARSD 24:05:29:13**

1. The SDSBVI will not release records to any other party or agency without the prior written consent of the parent, guardian, or eligible student. Consent from either parent is sufficient, unless a court order specifies both parents must sign. Parents and adult students have the right to revoke consent in writing at any time.
2. The SDSBVI may disclose information to officials of the local school district collecting or using the information. Information will not be released to participating agencies without parental consent except as follows:
 - a. The SDSBVI may disclose personally identifiable information from the educational records of a student without the written consent of the parent or eligible student if the disclosure is to other school officials, including teachers, within the educational institution or local educational agency who have been determined by the agency or institution to have legitimate educational interests or to the officials of another school or school system in which the student seeks or intends to enroll; subject to the requirements set forth in "b." of this section.
 - b. The SDSBVI shall make reasonable attempt to notify the parent or eligible student except when disclosure is initiated by the parent or eligible student. It is SDSBVI policy to forward educational records upon request to a school in which a student seeks enrollment.

The SDSBVI upon receiving personally identifiable information from another educational agency or institution may make further disclosure of the information on behalf of the agency without prior written consent if the conditions in "a." and "b." of this section are met and if the SDSBVI informs the party to whom disclosure is made of these requirements.

If a parent refuses consent for the release of information to a third party, the party may proceed with the due process hearing procedures.

- c. The SDSBVI may legally submit any designated portion of a student's record when authorized by judicial subpoena issued by the probate or other duly constituted court without consent, but with prior notification given to parents, legal guardians, and eligible students of the data transmitted.
3. When disclosure of records is made to a third party, it is on the condition that the records not be further disclosed without written parental consent.

- **Safeguarding of records; 300.623; ARSD 24:05:29:14**

It is the responsibility of the Superintendent to ensure the confidentiality of records at the SDSBVI and to provide appropriate training or instruction to persons collecting or maintaining personally identifiable data.

The Student Services Director is responsible for copying any documents, securing the appropriate releases, and maintaining a log of any such actions.

- **Destruction of information; 300.624; ARSD 24:05:29:15**

IEPs must be retained by the SDSBVI for five years. Student records which contain personally identifiable information at the parent's request when that information is no longer needed to provide educational services. This can be accomplished by removing personal identifiers from retained records. When records are no longer needed for educational purposes, a school may separate them from active files and retain them in a special file with limited access. IDEA requires that parents be informed when a school proposes to destroy student records. Parents must be informed of their right to request destruction of information whenever their child graduates or leaves school, and with certain exceptions, this information must be destroyed at the parent's request. The district may establish specific times, such as IEP meetings, school registration, or program completion to inform parents that personally identifiable information is no longer required and will be destroyed. A school district, however, may retain a permanent record of a student's name, address, phone number, grades, attendance record, classes attended, grade level completed, and year completed even over parental objections. Parents can request that their child's record be amended if they feel the contents are misleading or inaccurate. If the school disagrees, the parent can request a hearing. If the parent does not prevail at the hearing, they can ask that a written statement be included in the record that explains their position. Destruction of records will be in accordance with approved Records Retention and Destruction Schedule.

- Children's rights; transfer at the age of majority; 300.625; ARSD 24:05:29:16

All rights, including those related to student records, automatically are extended to the student at age 18, unless legal guardianship has been established. If the parents or legal guardians of an adult student deem this student mentally or emotionally incompetent to be responsible for the proper handling and disposition of his/her school record, these parents or guardians and not the school, must assume sole responsibility for having this incompetence legally established by the courts.

- Enforcement; policies and procedures; 300.626; ARSD 24:05:29:17

The SDSBVI has developed and implemented policies and procedures on the confidentiality of information consistent with Part B of the Individuals with Disabilities Education Act (IDEA) and the Family Education Rights and Privacy Act (FERPA).

The Superintendent of the SDSBVI assumes responsibility for ensuring the confidentiality of personally identifiable materials. It is the responsibility of the Superintendent to ensure that all persons collecting or using personally identifiable information receive training or instruction regarding the provisions of this section concerning personally identifiable information.

- Transfer of records for migratory children with disabilities; 300.213; ARSD 24:05:21:05

The SDSBVI will assist the LEA in transferring student records.

SECTION IX: Transition from Part C to Part 34 C.F.R. § 300.124; ARSD 24:05:27:21

The district/cooperative and all member schools/districts will ensure that children participating in early intervention programs assisted under Part C, and who will participate in preschool programs assisted under Part B, experience a smooth and effective transition to those preschool programs. By the third birthday of such a child, an individualized education program (IEP) or, if consistent with 34 C.F.R. § 300.323(b), in individualized family service plan (IFSP), has been developed and is being implemented for the child. The local education agency (LEA) will participate in transition planning conferences arranged by the designated lead agency.

District Narrative:

[This section does not apply to SDSBVI.](#)

SECTION X: Private School Placements; 34 C.F.R. §§ 300.129 – 300.148; 24:05:31, ARSD 24:05:32

The district/cooperative and all member schools/districts will ensure that all responsibilities to children placed in private schools within the jurisdiction of the LEA are met. Consistent with the number and location of children with disabilities within the jurisdiction of the district/cooperative, such students enrolled in private elementary and secondary schools will have provisions made for the participation in programs assisted or carried out under Part B for the purpose of providing special education and related services. Specific references must include:

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01
- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01
- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01, ARSD.
- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02
- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05
- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01:06
- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01:07
- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02,
- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02
- Location of services and transportation; 300.139; ARSD 24:05:32:03.03
- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04
- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12
- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13
- Prohibition on separate classes; 300.143; ARSD 24:05:32:11
- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16
- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02
- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

District Narrative:

This section does not apply to SDSBVI.

- Definition of parentally-placed private school children; 300.130; ARSD 24:05:32:01

NA

- Child find for parentally-placed private school children with disabilities; 300.131; ARSD 24:05:32:01.01

NA

- Provision of services for parentally-placed private school children with disabilities; 300.132; ARSD 24:05:32:03.01

NA

- Expenditures for parentally-placed private school children with disabilities; 300.133; ARSD 24:05:32:01:02

NA

- Consultation process with private schools attended by children with disabilities; 300.134; ARSD 24:05:32:01:05

NA

- Written affirmation by private school officials of meaningful consultation; 300.135; ARSD 24:05:32:01.06

NA

- Compliance; rights of private school officials to submit a state complaint; 300.136; ARSD 24:05:32:01.07

NA

- Determination of equitable services for parentally-placed private school students with disabilities; 300.137; ARSD 24:05:32:03.02

NA

- Provision of equitable services for parentally-placed private school students with disabilities; 300.138; ARSD 24:05:32:03.02

NA

- Location of services and transportation; 300.139; ARSD 24:05:32:03.03

NA

- Due process complaints and state level complaints; 300.140; ARSD 24:05:32:03.04

NA

- Requirements that funds not benefit a private school; 300.141; ARSD 24:05:32:12

NA

- Use of personnel for the provision of services to parentally-placed private school students with disabilities; 300.142; ARSD 24:05:32:13

NA

- Prohibition on separate classes; 300.143; ARSD 24:05:32:11

NA

- Property, equipment, and supplies used to provide special education and related services to parentally-placed private school students with disabilities; 300.144; ARSD 24:05:32:15, ARSD 24:05:32:16

NA

- Children with disabilities in private schools placed or referred by public agencies; 300.145 – 300.147; ARSD 24:05:34:02

NA

- Placement of children with disabilities by their parents in private schools when FAPE is an issue; 300.148; ARSD 24:05:31:01-07

NA

SECTION XI: Compliance with SEA General Supervision Requirements and Implementation of Procedural Safeguards; 34 C.F.R. §§ 300.149 – 300.150; ARSD 24:05:30:01, ARSD 24:05:20:18; State Complaint Procedures; 34 C.F.R. §§ 300.151 – 300.153; ARSD 24:05:15

The district/cooperative and all member schools/districts will ensure compliance with all SEA procedures under general supervision and that programs meet the standards of the SEA. Specific references must include:

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:20:18; ARSD 24:05:30:01
- State complaint procedures; 300.151-153; ARSD 24:05:15

District Narrative:

The South Dakota School for the Blind and Visually Impaired will comply with any and all requests for information from the South Dakota Department of Education, Special Programs Office related to its obligation to provide general supervision over LEAs in the state. This includes any and all requests for information or data related to monitoring and compliance with regulations as established by the SEA.

Interagency Agreement 2015 among The Department of Education, Special Education Programs and The South Dakota Board of Regents (on Behalf of Itself and the South Dakota School for the Deaf and South Dakota School for the Blind and Visually Impaired)

- Responsibility for general supervision and procedural safeguards; 300.149-150; ARSD 24:05:30:01

PROCEDURAL SAFEGUARDS AND DUE PROCESS COMPLAINTS:

The parties agree that DOE has the responsibility under IDEA to monitor the special schools in order to ensure compliance with IDEA. As such, the DOE has the responsibility to oversee corrective actions as a result of compliance monitoring.

The parties agree that state and federal special education laws require that parents have access to due process procedures to resolve concerns about IEP plans or with the implementation of those plans. The parties agree that cooperation between the special schools and school districts will be essential to assure parents' recourse to effective decision-makers who have the financial resources to provide services found to be necessary.

Each placement agreement should specify that the applicable special school and the school district will encourage parents to address concerns about IEP plans or the implementation of those plans to the special school superintendent for informal resolution. Such procedures shall not preclude the parents from requesting or initiating due process complaints as permitted under administrative rule (cite). Due process complaints should be directed to the school district as they have the primary responsibility to provide a free appropriate public education.

- State complaint procedures; 300.151-153; ARSD 24:05:15

In the event that a parent initiates a due process complaint, the applicable special school shall cooperate fully with the school district in resolution sessions, or any meetings with parents to attempt to resolve the concern, in mediation sessions, if any, and in preparing for and participating in any formal hearings.

RESOLUTION OF DISPUTES BETWEEN SPECIAL SCHOOLS AND SCHOOL DISTRICTS

From time to time disputes may arise between a special school and a school district concerning the identification, evaluation or educational placement of a child with a disability, or the provision of FAPE to the child. When such disputes cannot be resolved through other procedures, such as those established pursuant to ARSD chapter 24:05:15 (Appeals) or 24:05:30 (Procedural Safeguards), the process described herein will be available to the special schools and to school districts where IEP meetings, additional evaluations, and other procedures have failed to resolve the disputes between them. As with interagency disputes, during the pendency of this dispute resolution process, the parties will ensure that services required to provide FAPE will continue. Disputed service(s) currently being provided will continue until the outcome of the dispute resolution process. The implementation of disputed service(s) not previously provided will be pursuant to a decision reached through the following resolution process.

1. All attempts must be made to resolve disputes at the lowest possible level. Resolution attempts could include but are not limited to: conferencing with the appropriate individuals involved or performing other fact finding activities.
2. Mediation between the special school and the school district will be conducted at a mutually agreed-upon time and location. The cost of the mediator will be covered by the D.O.E. Cost of attending the mediation and representation by legal assistance is the responsibility of the affected institution or school district.
3. When disputes cannot be resolved by mediation, a written explanation of the dispute will be sent to the Director of DOE, the superintendent of the special school, and the superintendent of the school district. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.
4. If a resolution is not obtained, the matter will be referred to the Secretary of the South Dakota Department of Education and the Executive Director of the BOR. These individuals will jointly make a final determination within thirty (30) calendar days.

INTERAGENCY DISPUTE RESOLUTIONS

When disputes arise between the parties that cannot be resolved through other means, the resolution process described herein will be available. During pendency of the dispute resolution process, the parties will ensure that services, including disputed services, required to provide FAPE will continue.

1. All attempts will be made to resolve disputes at the lowest possible level.
2. When disputes cannot be resolved by the designated department representatives, a written explanation of the dispute will be sent to the Director of DOE and the superintendent of the respective special school. These individuals, in consultation with each other, shall review the issues and make a determination as to how the dispute should be resolved. The decision will be shared in writing with each level involved within in twenty (20) calendar days of receipt of request for the determination and will include reasons for the decision.
3. If a resolution is not obtained through this process, then the matter will be referred to the Secretary of South Dakota Department of Education and the Executive Director of the BOR. These individuals will jointly make a final determination within thirty (30) calendar days.

SECTION XII: FAPE Methods of Ensuring Services 34 C.F.R. § 300.154; ARSD 24:05:14:01.03, ARSD 24:05:14:01.06

The district/cooperative and all member schools/districts will ensure that public and/or private benefits available to a student with a disability are used appropriately, and that parents incur no cost in the provision of those services necessary for FAPE. Specific references must include:

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03
- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03
- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

District Narrative

The South Dakota School for the Blind and Visually Impaired ensures that public and private benefits available to a student with a disability will be used appropriately to support the provision of FAPE at no cost or harm to the parents.

The SDSBVI is funded by the state of South Dakota to carry out its statutory mission.

- Restrictions and requirements on accessing public benefits (Medicaid); 300.154(d); ARSD 24:05:14:01.03

NA

- Restrictions and requirements on accessing private benefits; 300.154(e); ARSD 24:05:14:01.03

NA

- Use of Part B funds for services when parent consent is unable to be obtained; 300.154(f); ARSD 24:05:14:01.06

NA

SECTION XIII: Hearings Related to LEA Eligibility 34C.F.R. § 300.155; ARSD 24:05:2023:01

The district/cooperative and all member schools/districts understand their right to a hearing regarding any final determination of the SEA on eligibility for funding under Part B.

District Narrative:

The South Dakota School for the Blind and Visually Impaired does not receive Part B funds.

SECTION XIV: Personnel Qualifications 34 C.F.R. § 300.156; ARSD 24:05:16:16 & ARSD 24:05:16:01

The district/cooperative and all member schools/districts will ensure that personnel necessary to carry out the provision of special education and related services are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities, including related service personnel and paraprofessionals. Each district/cooperative will take measurable steps to recruit, hire, train, and retain highly qualified personnel to provide special education and related services to children with disabilities (24:05:16:05, ARSD).

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that only appropriately certified and/or licensed professionals will be employed to provide services to students with disabilities. In addition, the SDSBVI will provide ongoing training to all staff and paraprofessionals to assist all in the provision of services to students with disabilities. Further, the SDSBVI ensures that each special education teacher at the elementary, middle, and high school level is highly-qualified per the standards of the ESEA. The SDSBVI will take steps to recruit, hire, train and retain highly qualified personnel as specified under SD administrative rule.

- Personnel qualifications; ARSD 24:05:16:16

The South Dakota School for the Blind and Visually Impaired only hires appropriately certified and/or licensed professionals to provide services to students both on campus and through our outreach program. This applies to administration, faculty members, nursing personnel, counselor and test administrator, orientation and mobility (COMS®), low vision (CLVT®), and paraprofessionals.

- Paraprofessionals and assistants; ARSD 24:05:16:01

The South Dakota School for the Blind and Visually Impaired only hires appropriately certified paraprofessionals to provide services to students both on campus and through our outreach program.

SECTION XV: Performance Goals and Indicators 34 C.F.R. § 300.157; ARSD 24:05:14:13

The district/cooperative and all member schools/districts will ensure the implementation of state established performance goals and indicators for students with disabilities within their jurisdiction. Specific reference must include:

- Student information management system (SIMS)

District Narrative:

The South Dakota School for the Blind and Visually Impaired submits information to the Student Information Management System. All testing results are submitted to the LEA that authorized placement.

SECTION XVI: Participation in Assessments 34 C.F.R. § 300.160; ARSD 24:05:14:14, ARSD 24:05:14:14.01

The district/cooperative and all member schools/districts will ensure that all children with disabilities are included in all general State and districtwide assessment programs, including those assessments described under section 1111 of the Elementary and Secondary Education Act (ESEA), with appropriate accommodations and alternate assessments where necessary, and as indicated in their respective individual education programs (IEP).

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that all students with disabilities will be included in state and district assessments, with appropriate accommodations and alternate assessments when necessary. Parents will be informed of their child's participation during the course of the IEP meeting, including any necessary accommodations or any assessment that will be based on alternate or modified achievement standards.

All student test results are submitted to the LEA that authorized placement.

SECTION XVII: Supplementation of State, local, and other Federal Funds 34 C.F.R. §§ 300.162-163; ARSD 24:05:19:0

The district/cooperative and all member schools/districts will ensure the appropriate use of funds under Part B, consistent with 34 C.F.R. § 300.202(a)(1)(2)(3), to pay for the excess costs of providing special education and related services to children with disabilities within their jurisdiction and that such funds will be used to supplement state, local, and Federal funds, not supplant those funds.

- Maintenance of effort; 300.163; ARSD 24:05:19:08.03

District Narrative:

The South Dakota School for the Blind and Visually Impaired is funded through general appropriations within the South Dakota Board of Regents' Budget. The SDSBVI does not assess any local school districts for educational services provided by SDSBVI personnel nor does it charge for room and board. Parents are not assessed for any SDSBVI services. Out-of-state students are assessed for tuition and room and board at a rate set annually by the South Dakota Board of Regents.

SECTION XVIII: Public Information 34 C.F.R. § 300.165; ARSD 24:05:20:02

The district/cooperative and all member schools/districts will ensure that prior to the adoption of any policies necessary to comply with the requirements under Part B, including any amendments to policies and procedures, there will be public hearings, adequate notice of the hearings, and an opportunity for comment available to the general public, including individuals with disabilities and parents of individuals with disabilities. The district/cooperative will make available to parents of children with disabilities and the general public all documents relating to the district/cooperative eligibility under Part B of the IDEA.

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that prior to the adoption of any policies or procedures that are needed to comply with Part B regulations, that there will be an opportunity for public input at a hearing with adequate notice of the hearing and the opportunity to provide input.

SDSBVI does not qualify for Part B funding.

SECTION XIX: State Advisory Panel 34 C.F.R. § 300.167-169; ARSD 24:05:14:18-19

The district/cooperative and all member schools/districts support the work of the State Advisory Panel to provide policy guidance to the SEA with respect to special education and related services for children with disabilities.

District Narrative:

The South Dakota School for the Blind and Visually Impaired supports the work of the State Special Education Advisory Panel and will refer interested parents to the appropriate state contact if they are interested in serving on the panel.

SECTION XX: Other Required Provisions 34 C.F.R. § 300.170 through 300.174.

The district/cooperative and all member schools/districts will ensure the following specific provisions have consistent policies for implementation at the local level. Specific references must include:

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16
- Annual description of Part B funds; 300.171; ARSD 24:05:21:03
- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17
- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10
- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

District Narrative:

The South Dakota School for the Blind and Visually Impaired ensures that the specific provisions of 300.170 through 300.173 and 24:05:21:04, ARSD have been implemented at the district level, consistent with state policy.

SUSPENSION FROM SCHOOL

1. Policy Statement

The suspension of students from the SDSBVI includes the general due process procedures used for all students. No student will be suspended from school for more than ten (10) days for a violation of a rule, regulation, or policy without a proper hearing as defined in Article 24:07. In all cases when suspension is contemplated, the parents and LEA will be notified.

It is the policy of the SDSBVI that no student will be expelled. If the student is determined to be a danger to him/herself or to others, the SDSBVI Superintendent will notify the local school district so that a placement committee can be convened to evaluate the student's needs and determine the best way to provide for a free appropriate public education.

2. SDSBVI Procedures

If a short-term suspension from a class, classes, or school is anticipated because of a student's violation of a rule, regulation, or policy, the Principal or Superintendent shall give oral or written notice to the student as soon as possible following the alleged violation, stating the basis for the suspension. The student will be given an opportunity to answer the charges. In all cases of short-term suspension, the parents will be contacted by telephone, in person, or through written notice. In no cases will a student be suspended from school without prior notification of parents and provisions made for travel home or to an alternate site. The student may not be suspended for more than ten (10) days.

In cases where the safety or well-being of the student or others is jeopardized, the SDSBVI may elect to contact civil authorities, medical or mental health professionals for immediate intervention.

- Suspension and expulsion rates; 300.170; ARSD 24:05:14:16

NA

- Annual description of Part B funds; 300.171; ARSD 24:05:21:03

NA

- Access to instructional materials (NIMAC); 300.172; ARSD 24:05:14:17

The SDSBVI provides accessible materials to each student as documented in the student's IEP.

- Over-identification and disproportionality; 300.173; ARSD 24:05:17:10

NA

- Prohibition on mandatory medication; 300.174; ARSD 24:05:14:21

SDSBVI personnel may not require parents to obtain a prescription for substances identified under Schedules I, II, III, IV or IV in Section 202(c) of the Controlled Substances Act for a child as a condition of attending school, receiving an evaluation, or receiving services.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – D
DATE: December 11-12, 2019

SUBJECT

Strategic Plans for the SDSBVI and SDSD

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

The South Dakota School for the Blind and Visually Impaired (SDSBVI) and the South Dakota School for the Deaf (SDSD) have completed the strategic planning process. Both schools worked with Margaret Sumption to gather information from both internal and external constituents, reaffirm institutional values, and create an action plan.

IMPACT AND RECOMMENDATION

The Strategic Plans are presented for Board of Regents review and adoption.

Board staff recommend approval.

ATTACHMENTS

Attachment I – SDSBVI Strategic Plan

Attachment II – SDSD Strategic Plan

DRAFT MOTION 20191211_5-D:

I move to approve the strategic plans for the South Dakota School for the Blind and Visually Impaired and the South Dakota School for the Deaf as presented.



SD School for the Blind
and Visually Impaired

Stepping Forward



South Dakota School for the Blind and Visually Impaired Mission Forward™ Plan



Mission, Vision, & Values

MISSION

Preparing students to step forward with confidence and a vision of lifetime success.

VISION

All South Dakota children who are blind or visually impaired will have full access to educational resources that prepare them for life.

CORE VALUES

WE VALUE:

Each child as an **individual**, deserving of uniquely designed learning opportunities focused to help them achieve their highest level of independence.

Families, communities, and school districts as key partners in meeting the needs of each child.

Knowledgeable and caring professionals who provide experiences for each child in the least restrictive environment.

Innovative use of **technological tools** adapted for each child.

Safety and security in a positive healthy environment.

A **commitment** to the highest level of independent readiness as each child embraces **adulthood** with a sense of opportunity.



STRATEGIC PRIORITIES

Program

Strategic Priority A

Expand, deepen, and strengthen continuity of outreach services to assure critical support for children within homes, schools, and communities.

Partnerships

Strategic Priority B

Build on the partnership with Northern State University to be a Laboratory of Excellence in workforce readiness for services to the blind and visually impaired.

Transitions

Strategic Priority C

Establish a center of excellence in transition resources for children who are blind or visually impaired in South Dakota.

Brand Promise

Strategic Priority D

Increase local, state and national understanding of SDSBVI's roles and responsibilities as a resource for children in need of specialized vision services.

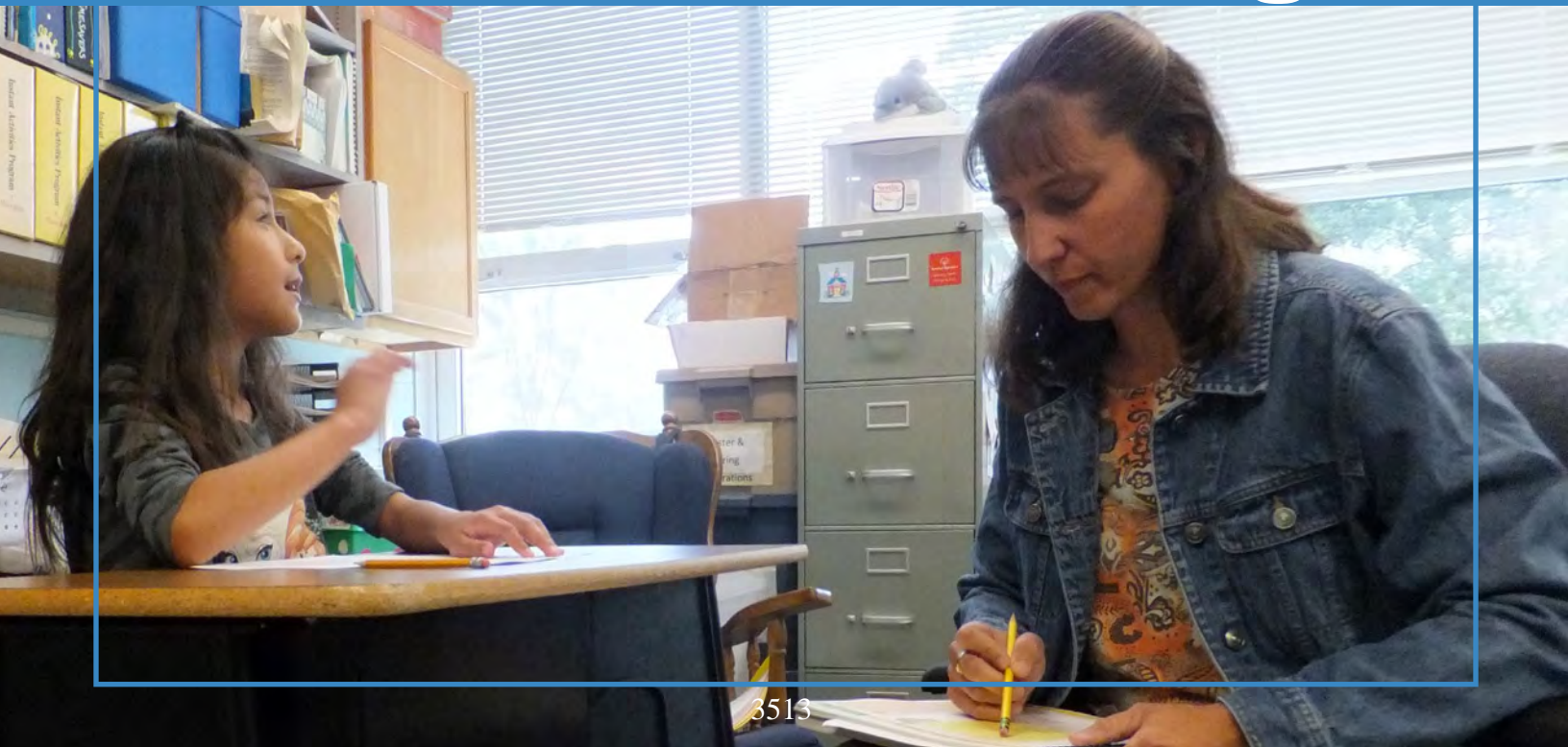
STRATEGIC PRIORITY A

Expand, deepen, and strengthen continuity of outreach services to assure critical support for children within homes, schools, and communities.

GOALS:

1. Strengthen model of statewide services for students who are blind or visually impaired.
2. Expand the assessment program to better serve students.
3. Further develop consistent procedures organization-wide.
4. Build a collection of resources for parents and school districts to expand learning for children receiving services.
5. Expand SDSBVI campus-based experiences for students served in their home school districts.

Program



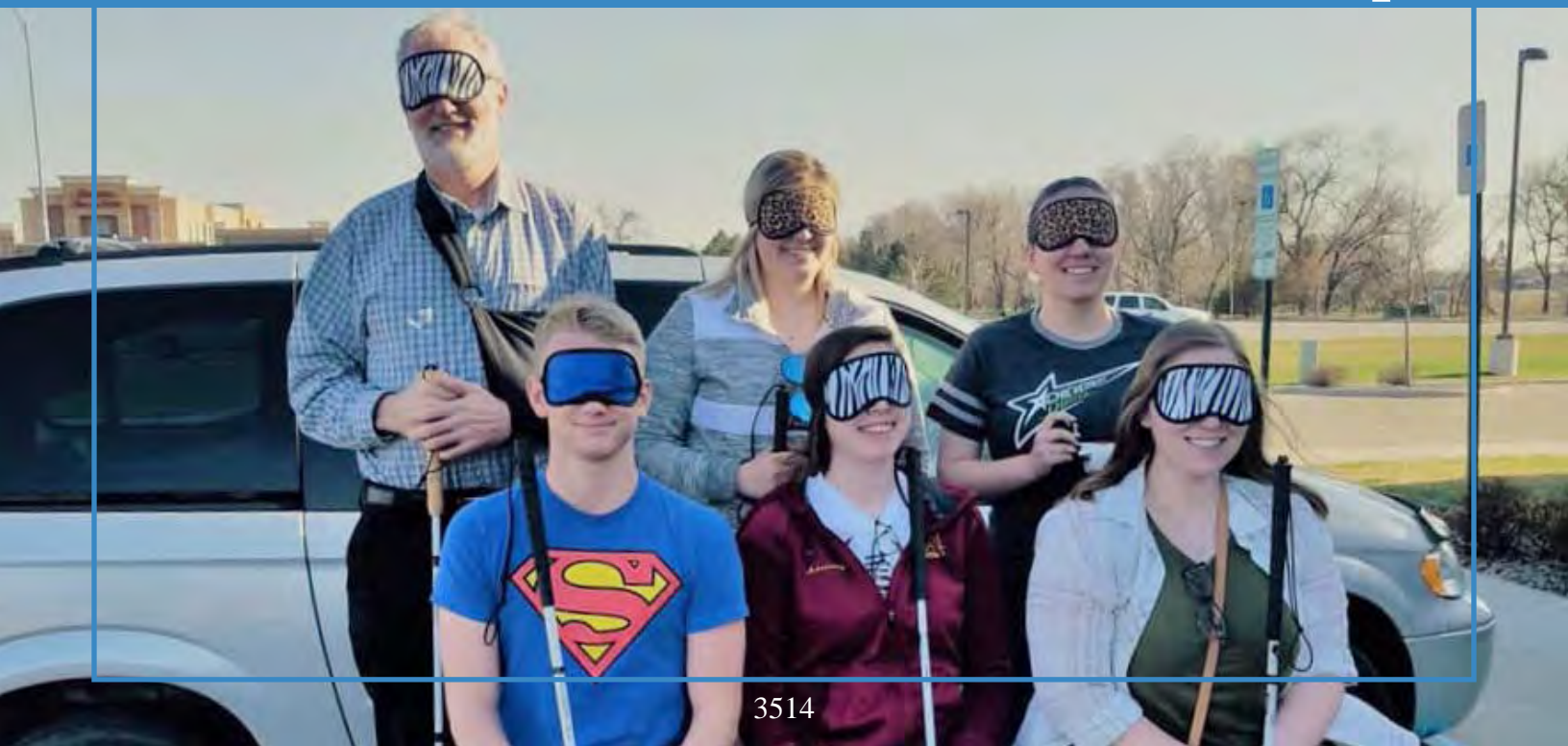
STRATEGIC PRIORITY B

Build on the partnership with Northern State University to be a Laboratory of Excellence in workforce readiness for services to the blind and visually impaired.

GOALS:

1. Strengthen and bring awareness to Northern State University (NSU) students to build interest and engagement in the field of vision loss.
2. Partner with the Distance Learning Network of NSU (Technical and Media Relations) offering college credits in the area of Teacher of the Visually Impaired (TVI).
3. Finalize a TVI masters degree within the School of Education at NSU that includes internship opportunities at SDSBVI.
4. Partner with NSU to market the TVI program across the state, region, and nation.

Partnerships



STRATEGIC PRIORITY C

Establish a center of excellence in transition resources for children who are blind or visually impaired in South Dakota.

GOALS:

1. Make investments to expand the readiness of staff to meet the unique needs of students of transition age.
2. Market our “Learning to be Equipped for Adulthood Program” (LEAP) that delivers customized transition services for students who are seeking work or post secondary education.

Transitions



STRATEGIC PRIORITY D

Increase local, state, and national understanding of SDSBVI's roles and responsibilities as a resource for children in need of specialized vision services.

GOALS:

1. Develop an internal leadership culture within the SDSBVI design to build capacity and engagement of staff.
2. Use the new SDSBVI facility as a marketing tool to develop a national "Center of Excellence" for educational services and technology.

Brand Promise





SD School for the Blind and Visually Impaired

The South Dakota School for the Blind and Visually Impaired retained the consulting services of Sioux Falls, SD based company Sumption & Wyland, LLC for strategic planning. This Mission Forward™ plan and report is the result of this effort.

The South Dakota School for the Blind and Visually Impaired Mission Forward™ plan and report was completed in June 2019. The work-plan for the strategic plan is contained in a separate, internal document.



THE NEXT CHAPTER



SDSD

South Dakota School for the Deaf

Mission Forward™ Plan



August 2019



Mission, Vision, & Values

MISSION

South Dakota School for the Deaf –
Partners in educational success.

VISION

It is the vision of the South Dakota School for the Deaf to provide the specialized educational services and resources for South Dakota children who are deaf and hard of hearing leading to their full and active participation.

CORE VALUES

WE BELIEVE:

Every child has the right to access the tools they need to grow and live a successful life.

WE VALUE:

That children who are deaf and hard of hearing have the right to full participation in social and educational experiences in their homes, schools, and communities.

WE ASSURE:

A connection and collaboration with parents, families, schools, health care providers, and others to serve children who are deaf and hard of hearing.

WE DEDICATE:

Our time and talents to furthering knowledge and best practices in understanding the educational, cultural, medical, and social needs of children who are deaf and hard of hearing.



STRATEGIC PRIORITIES

The Next Chapter in:

Service Capacity

Strategic Priority 1

Build capacity of SDSD to meet the needs of students across the state.

Brand Promise

Strategic Priority 2

Increase local, state and national understanding of SDSD roles and responsibilities as a resource for children.

Student Transition

Strategic Priority 3

Build a center of excellence in transition resources for children across South Dakota.

Audiology Access

Strategic Priority 4

Extend and equalize Audiology services across the state.

SERVICE CAPACITY

Strategic Priority 1

Build capacity of SDDS to meet the needs of students across the state.

Goals

1. Build enhancement experiences for students and their families including communication immersion and socialization for children and families.
2. Enhance services of SDDS that support school districts and families in meeting the needs of students concentrating online community that meet unique needs of students.
3. Add additional personnel in SDDS outreach to meet the needs of expanded population of students seeking services.
4. Partnering with higher education in South Dakota and other states, build a network of credentialed educational resources to assure trained personnel to support the needs of students.



BRAND PROMISE

Strategic Priority 2

Increase local, state and national understanding of SDSD roles and responsibilities as a resource for children.

Goals

1. Increase social media, public policy, public information, and good-news messaging to inform the South Dakota citizens of the role of SDSD.
2. Build on-line presence of resource materials, educational materials, social supports, and related materials supporting students, families, and home schools.



STUDENT TRANSITION

Strategic Priority 3

Build a center of excellence in transition resources for children across South Dakota.

Goals

1. Build, through in-service development and unique experiences, the capacity of SDSD consultants and Audiology personnel to support the needs of students in early education school transitions.
2. Develop transitions resource materials for distribution in all areas of student transition.



AUDIOLOGY ACCESS

Strategic Priority 4

Extend and equalize Audiology services across the state.

Goals

1. Provide statewide awareness of the impact of audiology screenings delivered by the SDSA Audiology Program.
2. Prioritize access to audiology screening to very rural and frontier communities of the state.
3. Develop and promote expanded materials, resources, and tools for schools and parents to meet the audiology service needs of South Dakotans.





South Dakota School for the Deaf retained the consulting services of Sioux Falls, SD based company Sumption & Wyland, LLC for strategic planning. This Mission Forward™ plan and report is the result of this effort.

The South Dakota School for the Deaf Mission Forward™ plan and report was completed in August 2019. The companion work plan for the strategic report is contained in a separate, internal document.



SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – E
DATE: December 11-12, 2019

SUBJECT

SDSBVI and SDSD Advisory Council By-Laws

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 13-61-1](#)

[SDCL § 13-62-1](#)

BACKGROUND / DISCUSSION

The South Dakota School for the Blind and Visually Impaired and the South Dakota School for the Deaf have benefitted from having advisory groups made up of parents, adults with vision or hearing loss, and other community partners. The By-Laws for these groups were originally adopted by the South Dakota Board of Regents in 1989. Any amendments to these By-Laws are subject to the approval of the Board.

IMPACT AND RECOMMENDATION

The Advisory Council at SDSBVI has been in place for a long time; the Advisory Council at SDSD was disbanded some years ago. The By-Laws have been updated and aligned with each other.

Board staff recommend approval.

ATTACHMENTS

Attachment I – SDSBVI Advisory Council By-Laws

Attachment II – SDSD Advisory Council By-Laws

DRAFT MOTION 20191211_5-E:

I move to approve the revised Advisory Council By-Laws for the South Dakota School for the Blind and Visually Impaired and the South Dakota School for the Deaf as presented.

BY-LAWS**ADVISORY COUNCIL****SOUTH DAKOTA SCHOOL FOR THE BLIND AND VISUALLY IMPAIRED**Article I: Name

Section A: The name of the organization shall be the South Dakota School for the Blind and Visually Impaired Advisory Council (hereinafter to be referred to in these By-Laws as the Advisory Council) and shall exist as an ongoing part of the South Dakota School for the Blind and Visually Impaired.

Article II: Purpose

Section A: The Advisory Council shall be a voluntary council with the responsibility to advise and assist the Superintendent of the South Dakota School for the Blind and Visually Impaired and the South Dakota Board of Regents regarding:

1. The specialized needs of students with visual impairments both on campus and statewide, in the skills of blindness including Braille, orientation and mobility, vocational preparation, social skills, activities of daily living, and adapted technology.
2. The development, implementation, and assessment of the South Dakota School for the Blind and Visually Impaired programs, policies, and curriculum.
3. The preparation of a strategic plan addressing long and short-term goals, with regular updates and revisions.

Section B: The Advisory Council also:

1. Will provide a means for input from representatives of local school districts, special education, teacher training/university programs, business and industry, parents, organizations of and for the blind, and other interested parties.
2. Will provide an opportunity for well-informed individuals to exercise leadership in sharing the goals and objectives of SDSBVI to members of the communities and groups they represent.

3. Will assist in planning to meet the needs of the community and explore the employment possibilities for students in transition.
4. Will assist in identifying avenues for publicizing SDSBVI and its services throughout the State of South Dakota.
5. May form special Sub-Committees to examine specific problems designated by either the Advisory Council or SDSBVI regarding topics of interest as needed.

Article III: Membership

Section A: The Advisory Council shall consist of a minimum of nine (9) voting members representing the groups as indicated below:

1. Parents, foster parents or guardians of a child with a visual impairment (at least 2) and currently receiving services from SDSBVI
2. SDSBVI on-campus faculty
3. SDSBVI outreach faculty
4. South Dakota Association for the Blind (SDAB)
5. National Federation of the Blind of South Dakota (NFB)
6. Northern State University Department of Education
7. Service to the Blind and Visually Impaired (SBVI)
8. South Dakota Braille and Talking Book Library
9. South Dakota public schools
10. South Dakota Foundation for the Blind and Visually Impaired (SDFBVI)
11. Other community leaders
12. SDSBVI superintendent (non-voting)

Section B: Members will be selected by their respective organizations or invited by SDSBVI. Representative groups will recommend replacements to the SDSBVI superintendent for confirmation by the South Dakota Board of Regents.

Section C: The South Dakota School for the Blind and Visually Impaired superintendent and a representative of the South Dakota Board of Regents shall serve as ex-officio members.

Section D: Members of the Advisory Council shall serve for a term of three (3) years with one-third (1/3) of the positions to become vacant each year prior to the first meeting of the Advisory Council in the fall.

Section E: Three years shall be expected for any member's involvement, with the option to renew one additional term. Prior to a third term there shall be an intervening year.

Article IV: Officers and Executive Committee

Section A: The Advisory Council Executive Committee shall consist of the following officers: 1) Chairperson, 2) Chairperson Elect, 3) Secretary, 4) a Member at large, and 5) the superintendent as an ex-officio member. At least one member of the Executive Committee will be blind or visually impaired or the parent/guardian of a child who is blind or visually impaired.

Section B: The following rules shall apply to the duties and functions of the Executive Committee:

1. The officers shall be elected annually by the members of the Council at its autumn meeting.
2. A quorum shall be three (3) members of the committee.
3. The Advisory Council Chairperson (in collaboration with the superintendent) shall set the time and place for the meetings, notify members of the meetings, preside over the meetings, and perform any other functions necessary to carry out the duties of the office.
4. The Chairperson Elect shall substitute for the Chairperson when necessary and shall perform any duties deemed appropriate by the Chairperson or the Executive Committee.
5. The Advisory Council Secretary shall be responsible for collecting and maintaining council minutes, committee reports, By-Laws, correspondences, and shall perform any additional duties deemed appropriate by the Chairperson, the Executive Committee, or the general membership of the Council.
6. If the Chairperson position should become vacant, the Chairperson Elect shall assume the position of Chairperson. A new Chairperson Elect shall be elected by the Council membership within 60 days. Terms of the Council officers shall be one year from election except when filling a vacancy. No person shall hold one office for more than two (2) full consecutive terms. Removal from office may be made by a majority vote of the full council.

Section C: The Executive Committee shall represent the general membership of the Advisory Council throughout the year in performing any duties deemed appropriate to carry out the Advisory Council's purpose as described in Article II. Any actions taken by the Executive Committee will be reported to the Advisory Council in a timely manner.

Article V: Committees

Section A: The Executive Committee shall, at their discretion, establish and appoint members to committees. Standing committees, such as the following, may be established:

1. Public Relations Committee - shall be composed of three (3) to five (5) members. This committee shall assist building and maintaining effective community relationships and increase public awareness. Specific activities may include assisting with media presentations and brochure development; arranging and participating in presentations to civic and professional organizations; and legislative education.
2. Program Development - shall be responsible for providing input into the planning, development, and promotion of services for visually impaired students served on campus and across the state. This committee shall consist of three (3) to five (5) members.
3. Nominating Committee - shall nominate persons for offices and shall consist of at least three (3) members.

Section B: Each committee must elect their chairperson by majority vote within one (1) month following the committee appointments.

Section C: The Chairperson may establish and appoint such other committees as are necessary to carry out the Advisory Council's responsibilities to be known as an Ad-Hoc Committee.

Section D: With the exception of the Executive Committee and Committee Chairs, committee membership need not be confined to Advisory Council Members.

Article VI: Notice

The Advisory Council meetings and/or action requiring approval of the entire council membership shall require at least ten (10) days written notice. This requirement may be waived if consent is obtained from two-thirds (2/3) of the council through a telephone or email survey.

Article VII: Meetings

Section A: The Advisory Council shall hold at least three (3) meetings during the school year. Such other meetings as are necessary shall be called by the Council Chairperson; by one-third (1/3) of the membership, or by the SDSBVI Superintendent.

Section B: A majority of the council membership shall constitute a quorum for transacting business.

Section C: If a member fails to attend two meeting a year, they will be considered inactive and removed from the Council. Attendance using teleconferencing or videoconferencing is acceptable.

Section D: All meetings of the Advisory Council shall be subject to the State Open Meeting Law.

Article VIII: Amendments

These By-Laws may be amended by two-thirds (2/3) majority of the Advisory Council, subject to approval of the BOR.

Article IX: Adoption

These By-Laws shall become effective immediately upon their adoption by the Board of Regents.

Article X: Parliamentary Procedures

Robert's Rules of Order, Newly Revised, shall govern all meetings of the Advisory Council and its committees.

Regent Kevin Schieffer, President
South Dakota Board of Regents

Date

BY-LAWS
ADVISORY COUNCIL
SOUTH DAKOTA SCHOOL FOR THE DEAF

Article I: Name

Section A: The name of the organization shall be the South Dakota School for the Deaf Advisory Council (hereinafter to be referred to in these By-Laws as the Advisory Council) and shall exist as an ongoing part of the South Dakota School for the Deaf.

Article II: Purpose

Section A: The Advisory Council shall be a voluntary council with the responsibility to advise and assist the Superintendent of the South Dakota School for the Deaf and the South Dakota Board of Regents regarding:

1. The specialized needs of students with different hearing status statewide, in their education, vocational preparation, social skills, activities of daily living and adapted technology.
2. The development, implementation, and assessment of the South Dakota School for the Deaf programs and policies.
3. The preparation of a strategic plan addressing long and short-term goals, with regular updates and revisions.

Section B: The Advisory Council also:

1. Will provide a means for input from representatives of local school districts, special education, audiology, parents, organizations of and for the deaf, and other interested parties.
2. Will provide an opportunity for well-informed individuals to exercise leadership in sharing the goals and objectives of SDSD to members of the communities and groups they represent.
3. Will assist in planning to meet the needs of the community and explore the employment possibilities for students in transition.

4. Will assist in identifying avenues for publicizing SDSD and its services throughout the State of South Dakota.
5. May form special Sub-Committees to examine specific problems designated by either the Advisory Council or SDSD regarding topics of interest as needed.

Article III: Membership

Section A: The Advisory Council shall consist of a minimum of nine (9) voting members representing the groups as indicated below:

1. Parents, foster parents or guardians of a child who is deaf or hard of hearing (at least 2) and currently receiving services from SDSD
2. SDSD outreach consultant
3. SDSD audiologist
4. South Dakota Association for Deaf (SDAD)
5. Hands and Voices
6. Sertoma
7. University of South Dakota (USD) Audiology Department
8. Parent Connection
9. South Dakota public schools
10. SDSD Foundation
11. Communication Service for the Deaf (CSD)
12. Other community leaders
13. SDSD superintendent (non-voting)

Section B: Members will be selected by their respective organizations or invited by SDSD. Representative groups will recommend replacements to the SDSD superintendent for confirmation by the South Dakota Board of Regents.

Section C: The South Dakota School for the Deaf superintendent and a representative of the South Dakota Board of Regents shall serve as ex-officio members.

Section D: Members of the Advisory Council shall serve for a term of three (3) years with one-third (1/3) of the positions to become vacant each year prior to the first meeting of the Advisory Council in the fall.

Section E: Three years shall be expected for any member's involvement, with the option to renew one additional term. Prior to a third term there shall be an intervening year.

Article IV: Officers and Executive Committee

Section A: The Advisory Council Executive Committee shall consist of the following officers: 1) Chairperson, 2) Chairperson Elect, 3) Secretary, 4) a Member at large, and 5) the superintendent as an ex-officio member. At least one member of the Executive Committee will be deaf or hard of hearing or the parent/guardian of a child who is deaf or hard of hearing.

Section B: The following rules shall apply to the duties and functions of the Executive Committee:

1. The officers shall be elected annually by the members of the Council at its autumn meeting.
2. A quorum shall be three (3) members of the committee.
3. The Advisory Council Chairperson (in collaboration with the superintendent) shall set the time and place for the meetings, notify members of the meetings, preside over the meetings, and perform any other functions necessary to carry out the duties of the office.
4. The Chairperson Elect shall substitute for the Chairperson when necessary and shall perform any duties deemed appropriate by the Chairperson or the Executive Committee.
5. The Advisory Council Secretary shall be responsible for collecting and maintaining council minutes, committee reports, By-Laws, correspondences, and shall perform any additional duties deemed appropriate by the Chairperson, the Executive Committee, or the general membership of the Council.
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Section C: The Executive Committee shall represent the general membership of the Advisory Council throughout the year in performing any duties deemed appropriate to carry out the Advisory Council's purpose as described in Article II. Any actions taken by the Executive Committee will be reported to the Advisory Council in a timely manner.

Article V: Committees

Section A: The Executive Committee shall, at their discretion, establish and appoint members to committees. Standing Committees, such as the following, may be established:

1. Public Relations Committee - shall be composed of three (3) to five (5) members. This committee shall assist building and maintaining effective community relationships and increase public awareness. Specific activities may include assisting with media presentations and brochure development; arranging and participating in presentations to civic and professional organizations; and legislative education.
2. Program Development - shall be responsible for providing input into the planning, development, and promotion of services for students who are deaf or hard of hearing in South Dakota. This committee may consist of three (3) to five (5) members.
3. Nominating Committee - shall nominate persons for offices and shall consist of at least three (3) members.

Section B: Each committee must elect their chairperson by majority vote within one (1) month following the committee appointments.

Section C: The Chairperson may establish and appoint such other committees as are necessary to carry out the Advisory Council's responsibilities to be known as an Ad-Hoc Committee.

Section D: With the exception of the Executive Committee and Committee Chairs, committee membership need not be confined to Advisory Council Members.

Article VI: Notice

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Article IX: Adoption

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Article X: Parliamentary Procedures

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Regent Kevin Schieffer, President
South Dakota Board of Regents

Date

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – F (2)
DATE: December 11 – 12, 2019

SUBJECT

BOR Policy 3:14 – Student Insurance Revisions (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY

None.

BACKGROUND / DISCUSSION

The student international affairs offices meet annually with the BOR staff in Pierre. Following the last meeting there was a request to update BOR Policy 3:14 to define that university affiliated international activities are activities that are organized by, or on behalf of a university organization, club, college, or department and use university funds.

In addition to the updated definition for university affiliated activities related to international travel, there is one clarification made in Section 3 to include a reference to “in-network” coverage when validating primary insurance for student athletes. This was the intent when the policy was updated in 2014, however, the current language specifies “full coverage” which is ambiguous and often leads to questions on the insurance requirements for student athletes.

IMPACT AND RECOMMENDATION

Approve the first reading of the revisions to BOR Policy 3:14 – Student Insurance.

ATTACHMENTS

Attachment I – Proposed revisions to BOR Policy 3:14

DRAFT MOTION_20191211_5-F(2):

I move to approve the first reading of the proposed revisions to BOR Policy 3:14.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Student Insurance

NUMBER: 3:14

A. PURPOSE

To outline the types of health insurance available to different groups of students at Regental Universities.

B. DEFINITIONS

None.

~~1. **Word/Phrase:** [Define word/phrase here]. Defined words/phrases should be in alphabetical order.~~

~~2. **Working Day:** Monday through Friday, except for holidays and other times when the Institution's administrative offices are closed.~~

~~If there are no defined words — please just note “None”~~

C. POLICY

1. Purchasing of ~~Student~~ Health Insurance

Students attending postsecondary institutions that offer insurance coverage to their students but who do not purchase coverage are ineligible for benefits under South Dakota Codified Law Indigent Coverage provisions. Whether they are United States citizens, permanent residents or otherwise excluded from the requirements of section two below, **choosing not to purchase health insurance may negatively impact students and their financial future. The South Dakota Board of Regents highly recommends that students secure some form of health insurance coverage.**

2. **Foreign National Students**

2.1. Foreign National students, except for those entitled to establish a legal domicile in South Dakota, who have enrolled in any Board of Regents university, are required to purchase a university approved health insurance plan.

2.1.1. Spouse and dependents are also required to have proof of insurance and must submit this to their university representative by the census date, as outlined in the academic calendar.

- 2.1.2. Exemptions to this student requirement may be granted by the designated university administrator. This can only occur when comparable or superior health insurance is provided for the student by the student's sponsoring agency or government; or the student is covered by an employer policy. In either circumstance, the student is required to document the coverage and the scope of coverage provided under the sponsoring agency of employer plan.
- 2.1.3. Students who transfer to a university in the spring and summer terms may also be exempted by the designated university administrator, provided that their previous institution required the purchase of comparable, non-refundable coverage and that coverage is still in force for the remainder of the school year.
- 2.1.4. Students who do not have a waiver or are not enrolled and who have spouse and dependents not covered may be withdrawn from the university.
- 2.1.5. Those Foreign National students who have not completed a waiver and have not provided proof of coverage by the census date, as outlined in the academic calendar, shall be withdrawn from the university. Withdrawal from the university will also result in termination of enrollment in the Student and Exchange Visitor Information System (SEVIS).
- 2.2. Foreign National students who plan to enroll in the following Fall semester must purchase the Spring/Summer university approved health plan.
 - 2.2.1. Students may request a waiver of the Spring/Summer plan requirement if they can demonstrate proof of return to their home country over the summer.
 - 2.2.2. Any student who receives a waiver and subsequently purchases a university approved health plan may be subject to a pre-existing condition waiting period as documented in the health insurance policy.

3. Student Athletes

3.1. Primary Health Insurance

- 3.1.1. All student athletes must have a primary health plan. This plan can be approved by the University.
 - 3.1.1.1. Primary insurance plans for foreign national student athletes must meet the same benefit requirements of a university approved health insurance plan.
 - 3.1.1.1.1. If the foreign national student athlete can provide documentation of primary coverage either through a parent, employer, or country sponsored coverage, that student can request a waiver. Eligible documentation and proof of insurance is required to sustain the waiver.
- 3.1.2. For a student athlete to be eligible to participate in any intercollegiate athletic related activities they must provide the following documentation:
 - Copy of primary insurance card;

- Insurance plan document that includes coverage effective dates, insurance company information, limits and exclusions of insurance plan, deductible and co-insurance information;
- Healthcare provider network information to ensure ~~full~~ in-network coverage with South Dakota providers;
- A signed form acknowledging the insurance requirements and waiving the institution of covering any responsibility for medical costs incurred due to injuries sustained while participating in intercollegiate athletics.

3.2. Secondary Athletic Insurance

- 3.2.1. South Dakota Board of Regents universities can elect to provide a secondary athletic insurance policy for student athletes. Coverage under the secondary athletic insurance plan should be at levels consistent with national athletic association and conference requirements.

4. J-1 and J-2 Scholars/Students

- 4.1. The Department of State (<http://j1visa.state.gov/sponsors/how-to-administer-a-program/>) federally mandates all J-1 and J-2 status holders to carry adequate health insurance coverage.
 - 4.1.1. The J-1 scholars must purchase insurance for themselves and must purchase a university approved health insurance plan.
 - 4.1.2. J-2 dependents must have proof of insurance.
 - 4.1.3. If J-1 scholars or their dependents fail to maintain the mandatory health insurance coverage, they will be in violation of federal immigration regulations and will be subject to termination as a participant; and must leave the US immediately.
- 4.2. Due to this requirement, it is the policy of the Board of Regents that all J-1 students and scholars will be required to purchase a university approved health plan or provide documentation that they are covered by an employer plan and complete such waiver form to request an exemption.

5. Students, Faculty and Staff Participating in University Affiliated International Activities

- 5.1. ~~Effective on January 1, 2010, students~~ Students participating in a university affiliated international activity must purchase the Board of Regents endorsed study abroad insurance plan.
- 5.2. ~~Effective on January 1, 2013, faculty~~ Faculty and staff participating in a university affiliated international activity are required to enroll at the expense of the university in the Board of Regents endorsed study abroad insurance plan.
- 5.3. For the purpose of this policy, a university affiliated international activity is an activity organized by or on behalf of a university organization, club, college, and/or academic/administrative department. Affiliation may also be determined if any funds were contributed or held for the program by a University account.

- 5.4. The affiliated university may waive this requirement upon proof of comparable nonrefundable comprehensive international insurance coverage which is through a sponsored program at that university.
- 5.4.1. Each university will retain management of such waivers and ensure all students have the required insurance.

FORMS / APPENDICES:

None

SOURCE:

BOR, September 1992; BOR, August 2009; BOR, August 2010; BOR, August 2012; BOR, August 2014; BOR, June 2015

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – G
DATE: December 11-12, 2019

SUBJECT

Legislative Research Council Review of the High School Dual Credit Program

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 13-28-37.1](#) – State Subsidized High School Dual Credit Program

[AAC Guideline 7.1](#) – Dual / Concurrent Credit Administration Guidelines

BACKGROUND / DISCUSSION

The Executive Board of the State Legislature directed the Legislative Research Council (LRC) to evaluate the state subsidized High School Dual Credit (HSDC) program as defined in SDCL § 13-28-37.1. Specifically, the Executive Board tasked LRC with evaluating the financial impact of the HSDC program, determining the courses offered and taken by students in the program, and determining if HSDC improved student outcomes.

As background, the HSDC program allows eligible high school students in South Dakota to complete college-level courses while still in high school. Students receive both high school and college credit simultaneously. The state's HSDC program as established in SDCL § 13-28-37.1 offers these credits at a reduced price. Currently, students pay \$48.33 per credit hour and the state pays \$96.67 per credit hour, with students able to receive these rates for courses offered through regental institutions or the state's technical institutes. The Board received an update on financial and student success outcomes related to the HSDC program at the [August 2019](#) meeting.

LRC presented their "Dual Credit: Program Evaluation Report" to the Executive Board on November 18, 2019. Next month, LRC will present the report to the Joint Committee on Appropriations.

IMPACT AND RECOMMENDATION

LRC's report included the following considerations and recommendations (additional details on each are available in Attachment I).

Consideration 1: The local school district or student pay for the full cost of dual credit courses.

Consideration 2: Dual credit program funding is capped.

(Continued)

INFORMATIONAL ITEM

Consideration 3: Adjust the state general fund and student share of the dual credit tuition rate.

Consideration 4: Dual credit student eligibility is based on income level.

Consideration 5: State general funds are not utilized to pay for courses in which credit is not earned.

Consideration 6: If a student fails one dual credit course, the student is not allowed to continue to participate.

Consideration 7: Limit course options to "basic" general education requirements with no exceptions.

Consideration 8: Limit the number of dual credit courses each student may take.

Consideration 9: State general funds are not utilized to pay for remedial courses.

Recommendation 1: The Board of Regents and Board of Technical Education should set metrics and goals for matriculation, retention, and graduation rates for dual credit students.

Recommendation 2: The Board of Regents and Board of Technical Education should provide an annual dual credit program report to the South Dakota Legislature.

Recommendation 3: The Board of Technical Education should work with the four technical institutes to set robust policies, procedures, and guidelines related to the dual credit program.

ATTACHMENTS

Attachment I – Dual Credit: Program Evaluation Report

Dual Credit

Program Evaluation Report



Division of Fiscal and Program Analysis

November 18, 2019





2019 MEMBERS OF THE EXECUTIVE BOARD

Representative Steven G. Haugaard, Chair
Senator Brock L. Greenfield, Vice Chair

Representative Spencer Gosch	Senator Jim Bolin
Representative Randy Gross	Senator Bob Ewing
Representative Chris P. Johnson	Senator Troy Heinert
Representative John Mills	Senator Kris K. Langer
Representative Sue Peterson	Senator Jim Stalzer
Representative Lee Qualm	Senator Jim White
Representative Jamie Smith	

Program Evaluators

Amanda Doherty-Karber, Senior Fiscal & Program Analyst
Mitchell Close, Fiscal & Program Analyst
Sakura Rohleder, Fiscal & Program Analyst

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Executive Summary

Overview

The South Dakota high school dual credit program has experienced rapid growth since its inception in 2014. The program allows eligible high school students to receive both secondary and postsecondary credit from courses completed at the Board of Regents universities and South Dakota's four technical institutes. State statute establishes the reduced tuition rate and subsidizes two-thirds of the cost with state general funds. As a result of the increased program participation, annual state expenditures have nearly tripled and are expected to continue to grow. This program evaluation examines state and institutional program policies, analyzes student outcomes, and compares the South Dakota dual credit program with similar programs in surrounding states.

Funding and Policy Considerations

Dual credit programs vary greatly amongst states and are designed in a manner that suits a state's goals and intended outcomes. A list of funding and policy considerations were developed to provide a basis of understanding and examples of approaches that may be used to ensure the dual credit program meets the intended goals and outcomes of the program.

Recommendations

The following recommendations align with the research questions explored in this evaluation:

- The Board of Regents and Board of Technical Education should set metrics and goals for matriculation, retention, and graduation rates for dual credit students;
- The Board of Regents and Board of Technical Education should provide an annual dual credit program report to the South Dakota Legislature; and
- The Board of Technical Education should work with the four technical institutes to set robust policies, procedures, and guidelines related to the dual credit program.

Conclusion

The dual credit program provides high school students with an opportunity to participate in postsecondary coursework at a reduced rate. Currently, state general funds subsidize part of the student cost for dual credit participation while also providing funds to school districts through the State Aid to General Education formula; thus, state funds are essentially paying for dual credit courses twice. The Board of Regents has established system-wide policies for the program, setting eligibility criteria, limiting course offerings, and creating consistency in program delivery among the regental institutions. The Board of Technical Education does not have system-wide policies for dual credit, instead allowing each of the four technical institutes to operate its program independently. As a result, there is discrepancy with continued program eligibility, evaluating student success, and course offerings. Finally, while student outcome data shows that dual credit program participants have higher rates of retention and matriculation, neither the Board of Regents nor the Board of Technical Education have established metrics and goals for matriculation or retention.

Purpose and Scope

The Executive Board of the State Legislature, in accordance with South Dakota Codified Law (SDCL) 2-9-4, directed the South Dakota Legislative Research Council's Division of Fiscal and Program Analysis to evaluate the state subsidized high school dual credit program, as defined in SDCL 13-28-37.1.

The evaluation was guided by the following research questions:

1. What is the financial impact of South Dakota's dual credit program?
2. What courses are offered and taken through South Dakota's dual credit program?
3. Does dual credit completion improve student outcomes?

The program evaluators collected and analyzed data from numerous sources including:

- Interviews with Department of Education, Board of Regents, and Board of Technical Education staff;
- Survey of South Dakota public school districts;
- Review of dual credit policies and procedures;
- Review and analysis of regional state dual credit programs;
- Analysis of dual credit data, including operational and financial data;
- Literature review; and
- Research on law, policy, and practices related to dual credit.

High School Dual Credit Program Overview & Background

Dual Credit Program Defined

The state subsidized high school dual credit program (hereafter referred to as the dual credit program or dual credit) allows eligible high school students to enroll in college-level courses for which they receive both high school (secondary) and college-level (postsecondary) credit. The courses are taught by a postsecondary instructor, may be taken online or in-person, and are offered to students at a reduced tuition rate. Dual credit courses may be taken at Board of Regents' (BOR) institutions, including Black Hills State University (BHSU), Dakota State University (DSU), Northern State University (NSU), South Dakota School of Mines and Technology (SDSMT), South Dakota State University (SDSU), and University of South Dakota (USD) and at South Dakota technical institutes, including Lake Area Technical Institute (LATI), Southeast Technical Institute (STI), Western Dakota Technical Institute (WDTI), and Mitchell Technical Institute (MTI).

SDCL 13-28-37.1 establishes the state subsidized high school dual credit program for eleventh and twelfth grade students, determines how the tuition rate is calculated, and identifies how payment of the tuition shall be made.

13-28-37.1. State subsidized high school dual credit program--Tuition rate--Payment of tuition and costs. A state subsidized high school dual credit program shall be established for any student in grades eleven or twelve. The public institution of higher education or postsecondary technical institute offering the credit shall set the admission standards. A participating institution shall regularly submit course availability, enrollment, and completion data to the Department of Education.

The Board of Regents shall set a high school dual credit tuition rate equivalent to forty-three percent of the undergraduate off-campus tuition rate. The student taking the course shall pay an amount equal to thirty-three and three tenths percent of the total high school dual credit tuition rate and a school district may pay any portion of the student's share. The state shall pay an amount equal to sixty-six and seven tenths percent of the total high school dual credit tuition rate. No public institution of higher education or postsecondary technical institute offering the credit may require any additional fees.

The student is responsible for any other costs involved with attending a postsecondary institution. For the purposes of this section, the term, undergraduate off-campus tuition rate, means the per-credit rate, as set by the Board of Regents, that was in effect on January first of the previous fiscal year.¹

¹ SDCL 13-28-37.1 (2018)

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In addition to the dual credit program, South Dakota high school students have the opportunity to participate in both concurrent credit courses and advanced placement (AP) courses. Concurrent credit and AP courses should not be confused with dual credit program courses. Although they are often grouped with dual credit courses in other reports and other state dual enrollment programs, South Dakota's concurrent credit courses and AP courses have distinct differences, as outlined in Table 1.

Table 1: South Dakota High School Advanced Coursework Comparison				
	Who teaches the course?	How much does the course cost?	Who pays for instructional costs?	Who pays for the course?
Concurrent Credit²	High School Teachers	\$40 per credit hour	School District	Student or School District
Advanced Placement³	High School Teachers	Cost of AP exam	School District	Student or School District
Dual Credit	Postsecondary Instructors	\$145 per credit hour	Postsecondary Institution	Student or School District & State General Fund

The dual credit program is jointly administered by the Department of Education, Board of Regents, and Board of Technical Education/four postsecondary technical institutes. The Department of Education manages the budget requests, disburses funding for program expenditures to each entity, and collects and reports general dual credit outcome data and course information for all institutions. The Board of Regents sets policies for the public universities and researches and reports on the impact of dual credit on the regental institutions and students. The Board of Technical Education sets some centralized policies for the technical institutes, while other policies and dual credit data collection are locally controlled by each of the four technical institutes.

² Concurrent courses with BOR oversight are \$40 per credit hour, but cost may vary depending on oversight. High school teachers who teach concurrent credit courses must meet qualifications established by the Higher Learning Commission.

³ Only provide college credit with acceptable score on the AP exam.

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Other State Dual Credit Programs Defined

To conduct a regional comparison, six neighboring states were surveyed: Iowa, Minnesota, Montana, Nebraska, North Dakota, and Wyoming. The six states chosen are in close regional proximity in order to conduct a comparative analysis.

Each state administers dual enrollment programs differently, including courses offered and funding methodologies. Due to the variances, it is important to distinguish the differences among the six states examined. Table 2 provides an overview of the states' dual enrollments programs.

Table 2: State-by-State Comparison of Dual Credit Program ⁴							
	South Dakota	Iowa	Minnesota	Montana	Nebraska	North Dakota	Wyoming
Location: Can a course be taught at a secondary school?	Yes	No	No	No	Yes	Yes	No
Teacher: Can a secondary instructor teach postsecondary level courses?	No	No	No	No	Yes	No	No
Credit: Can students earn both secondary and postsecondary school credit?	Yes	Yes	Yes	Yes	Varies	Yes	Yes
Tuition Policy: Is there a policy/law that determines who is responsible for paying tuition?	Yes	Yes	Yes	No	No	Yes	Yes
Tuition: Do students receive discounts on tuition for postsecondary schools?	Yes	No Cost	No Cost	Yes	Varies	Varies	Varies
Academic: Are there academic eligibility requirements?	Yes	Yes	No	No	No	No	No

⁴ See Appendix B for complete state-by-state comparison.

Dual Credit Program Evaluation Report

Dual Credit Program Timeline

The high school dual credit program was established in FY2015 as an initiative of then Governor Dennis Daugaard. Prior to FY2015, high school students were able to take dual credit courses; however, state funding and the reduced tuition rate were not available. Instead, students paid the full college tuition rate.⁵

The state subsidized dual credit program was initiated through a general fund budget request as well as a statutory change proposed in Senate Bill 182 during the 2014 Legislative Session. Governor Daugaard focused on the dual credit program in the 2014 State of the State Address, discussing his budget request to buy-down tuition and the benefits of the dual credit program, stating:

The FY15 budget I proposed last December proposes funds to help make these opportunities more affordable. Using a combination of state funds and discounts from the Regents and the Technical Institutes, we propose to buy down the cost of entry-level university and technical institute courses. That way students can take these dual credit courses from the universities and tech schools directly at the low \$40 per credit hour.

Dual credit opportunities are a win-win-win-win. Students who start college or tech schools with some credits already earned are more likely to complete on time and at less cost. Universities and technical institutes get the opportunity to make themselves known to prospective students and to help prepare them for success when they graduate. High schools gain flexibility to offer more opportunities to students at no cost to the district, and the state gets more young people who are ready to succeed, live, and work here in South Dakota.⁶

Senate Bill 182, "An Act to revise certain provisions relating to dual education credit," passed both the House (yeas 66, nays 4) and the Senate (yeas 34, nays 1) and added language to SDCL 13-28-37, which allowed the state to pay all or part of the tuition and fees for dual credit courses. In addition, the legislation requires that if a student fails a postsecondary course, the student must show good cause to continue to be eligible to enroll in postsecondary courses.

During the 2015 Legislative Session, House Bill 1117 was enacted. It allows students who attend non-public schools and students receiving alternative instruction to participate in the dual credit program. The bill aligned state law with current practice since students attending non-public schools or receiving alternative instruction were already participating in dual credit.

The dual credit program, as it exists today, became law in FY2019. During the 2018 Legislative Session, House Bill 1099, "An Act to revise certain provisions regarding dual education credit," passed both the House (yeas 59, nays 9) and the Senate (yeas 25, nays 8) and was signed into law on February 22, 2018. House Bill 1099 set the dual credit tuition rate at 43% of BOR's undergraduate, off-campus tuition rate. In addition, the bill specified the student pays 33.3% and the state pays 66.7% of the tuition for each course. Local school districts are allowed to pay any portion of the student's share. Although dual credit is open to all students in grades nine through twelve, only students in grades eleven and twelve are eligible for the state subsidized high school dual credit program.

⁵ In some instances, school districts, industry partners, and federal grants were available to help pay student tuition.

⁶ Governor Dennis Daugaard, "2014 State of the State Address" (speech, Pierre, SD, January 14, 2014), <https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2014/01/14/south-dakota-state-of-the-states-address-2014>.

Financial Impact

South Dakota Funding Methodology

South Dakota's state subsidized high school dual credit program funding methodology is outlined in SDCL 13-28-37.1. In accordance with this statute, BOR sets a high school dual credit tuition rate equivalent to forty-three percent of the undergraduate off-campus tuition rate. The student is responsible to pay for thirty-three and three tenths percent (33.3%) and the state is responsible to pay for sixty-six and seven tenths percent (66.7%) of the tuition. No additional fees may be charged for the dual credit course.

The dual credit tuition rate has stayed consistent at \$145 per credit hour since inception of the dual credit program, as shown in Table 3.

Table 3: Dual Credit Tuition Rate						
	FY2015 Actual	FY2016 Actual	FY2017 Actual	FY2018 Actual	FY2019 Actual	FY2020 Projected
Student Share	\$40.00	\$48.33	\$48.33	\$48.33	\$48.33	\$48.33
State Share	\$105.00	\$96.67	\$96.67	\$96.67	\$96.67	\$96.67
Total	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00

Although the dual credit tuition rate has remained unchanged over the years, under state law BOR shall set the dual credit tuition rate at 43% of the off-campus tuition rate.⁷ BOR's undergraduate, off-campus tuition rate for FY2020 is \$351.25 per credit hour.⁸ Therefore, if the dual credit tuition rate was set at 43% of the undergraduate, off-campus tuition rate, the rate would be approximately \$151.04 per credit hour, which would increase both the student and state share to \$50.30 and \$100.74, respectively. For FY2020, BOR chose to maintain the dual credit tuition rate at \$145 per credit to avoid requesting general funds to pay for the increased state share.⁹

⁷ SDCL 13-28-37.1 (2018)

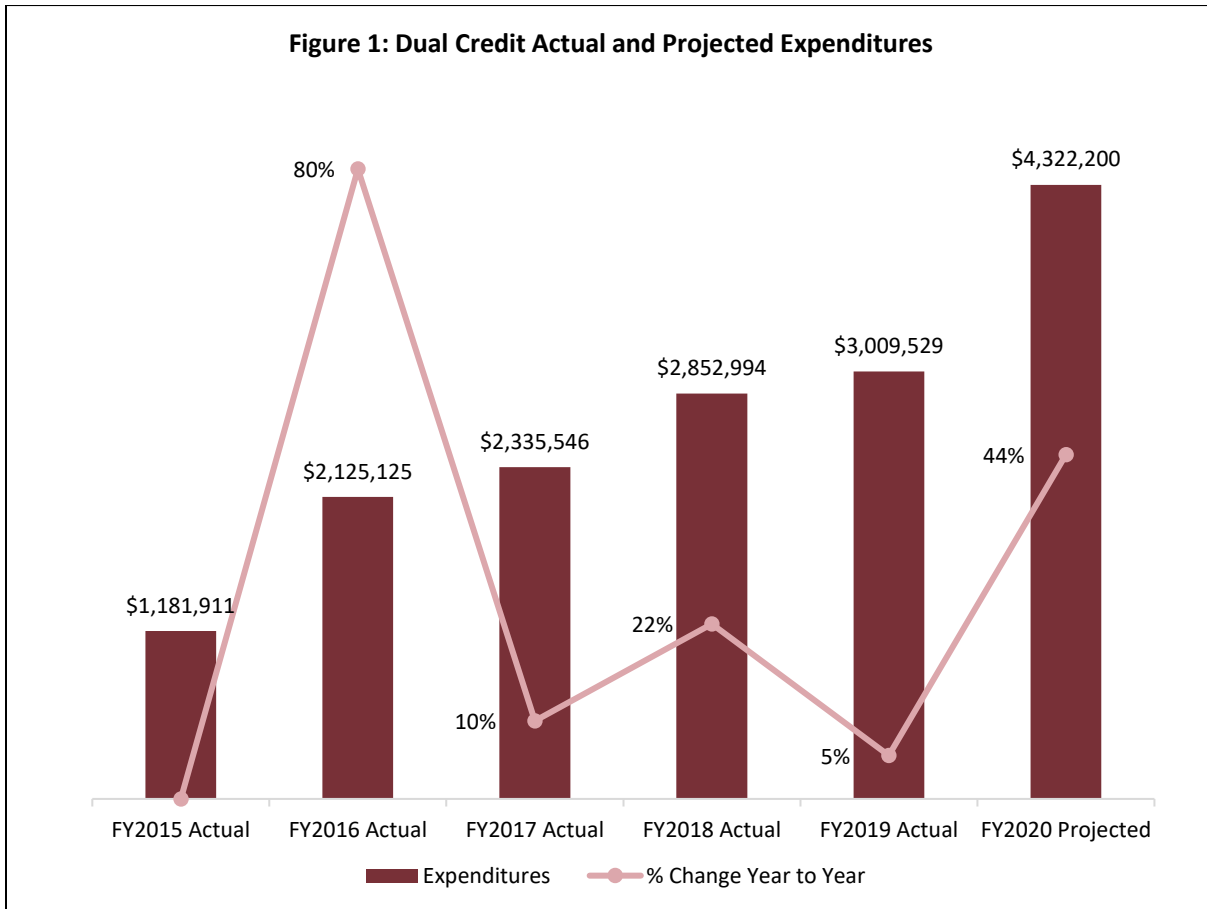
⁸ South Dakota Board of Regents, "South Dakota Board of Regents FY20 Off-Campus and Distance Tuition Schedule," <https://www.sdbor.edu/student-information/Documents/FY20TuitionFeeSchedule.pdf>.

⁹ Interview with South Dakota Board of Regents staff, August 13, 2019.

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Actual and Budgeted Expenditures (FY2015 – FY2020)

General fund expenditures for the dual credit program have increased each year since inception of the program in FY2015. From FY2015 to FY2019, expenditures increased by 155% from approximately \$1.18 million to just over \$3 million annually. Figure 1 details actual and budgeted expenditures and year-over-year changes from FY2015 to FY2020.¹⁰ A total of \$11.5 million has been expended on dual credit over the past five fiscal years (FY2015 – FY2019).



¹⁰ FY2020 projected expenditures are based on the DOE budget at a rate of \$148.41 per credit, a state share of \$98.99 per credit. In addition, FY2020 projected expenditures are based on the FY2019 projection of \$3,663,986, but actual FY2019 expenditures came in lower than projected at \$3,009,528.

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Other State Funding Methodologies

Table 4 summarizes the dual credit funding process for South Dakota and the six regional states used for comparison. Of the six states, Minnesota is the only one that primarily contributes state funds for its dual enrollment program. There are direct state funds used in Nebraska for a scholarship program that assists with dual enrollment costs for low-income students; otherwise, students are responsible for course costs in the state. Students in North Dakota also pay for dual credit courses themselves. The university system in Montana covers the cost of a student's first two courses, and subsequent course costs are paid by the student at a reduced rate. In Iowa and Wyoming, secondary school districts pay the costs directly to the postsecondary institutions; although, Iowa secondary schools do receive some additional state funding through a weight-based system.

Table 4: State-by-State Comparison of Dual Credit Funding¹¹							
	South Dakota	Iowa	Minnesota	Montana	Nebraska	North Dakota	Wyoming
Who is the primary payer of dual enrollment tuition?	State	School District	State	Montana University System	Student	Student	School District
Are students responsible for paying for textbooks and fees?	Yes: Books No: Fees	No	No	Yes: Fees No: Books	Varies	Yes	No
Is the state responsible for payment of incomplete courses or late withdrawals?	Yes	No	Yes	No	No	No	No
Do students have to pay reimbursement for failed or non-completed credits?	No	Yes	No	No	N/A	No	No

Double Funding in South Dakota

Funding to public school districts through the State Aid to General Education formula and funding to the postsecondary institutions for dual credit courses is commonly referred to as "double funding." The reason this is considered double funding is because the local school district receives funding through the State Aid to General Education formula for a student who is taking a dual credit course. In addition, the postsecondary institution receives funding for the same student through the tuition payment for the dual credit course of \$145 per credit hour (\$48.33 from the student and \$96.67 from the state general fund). Thus, funding through both the State Aid to General Education formula and the postsecondary tuition payment pays for the student's dual credit courses.

¹¹ See Appendix B for complete state-by-state comparison.

Dual Credit Program Evaluation Report

The topic of double funding is depicted further in Examples 1 and 2. In these examples, two students attend the same public school district and are funded through the State Aid to General Education formula at the same amount. John is taking 60% of his courses at the high school taught by a high school teacher and 40% of his courses online through the dual credit program taught by college faculty. Jane is taking 100% of her courses at the high school taught by a high school teacher. Although John's high school is providing direct instruction for 60% of his courses, the school is still receiving 100% of the per student equivalent allocation.

Example 1: Dual Credit Participant, John Doe

John is a senior at South Dakota Public High School. John is taking 2 dual credit courses and 3 regular high school courses each semester for a total of 10 courses and a total of 12 college-level credits. 60% of John's courses are taught at the high school by a high school teacher, while 40% are taught by a college-level instructor online.

In FY2020, South Dakota Public High School received funding through the State Aid to General Education formula in the amount of \$86,442 per teacher, with a student teacher ratio of 15:1, which equates to a per student equivalent allocation of \$5,763 for the school year.¹²

The State Aid to General Education formula paid South Dakota Public High School \$5,763 for John's senior year.¹³ The State General Fund paid the postsecondary institute \$96.67 per credit hour (12 credits) for a total of \$1,160. The total funds (State Aid and State General Funds) paid for John's senior year equals \$6,923.

Example 2: Not Participating in Dual Credit, Jane Doe

Jane is a senior at South Dakota Public High School. Jane is not taking dual credit courses. She is enrolled in 5 regular high school courses per semester for a total of 10 courses. 100% of Jane's courses are taught by high school teachers.

In FY2020, South Dakota Public High School received funding through the State Aid to General Education formula in the amount of \$86,442 per teacher, with a student teacher ratio of 15:1, which equates to a per student equivalent allocation of \$5,763 for the school year.¹⁴

The State Aid to General Education formula paid South Dakota Public High School \$5,763 for Jane's senior year.¹⁵ The total funds (State Aid only) paid for Jane's senior year equals \$5,763.

Double Funding in Other States

The majority of the six neighboring states examined do not contribute state funds towards dual credit, so there are not concerns regarding double funding. Minnesota is the only state that uses state funds for its program, and it avoids the double funding issue with adjustments to its State Aid to General Education formula. The state considers program participants as less than full-time high school students, based on the number of dual credit courses taken, and secondary schools receive less funding for those students as a result.

Table 5: State-by-State Comparison of Double Funding¹⁶

	South Dakota	Iowa	Minnesota	Montana	Nebraska	North Dakota	Wyoming
Are students "double funded" for dual credit courses?	Yes	No	No	No	No	No	No

¹² Per SDCL 13-13-10.1 (2019), teacher allocation includes salary, benefits, and overhead rate.

¹³ Includes state general funds and local effort funds.

¹⁴ Per SDCL 13-13-10.1 (2019), teacher allocation includes salary, benefits, and overhead rate.

¹⁵ Includes state general funds and local effort funds.

¹⁶ See Appendix B for complete state-by-state comparison.

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In-District Delivery of Dual Credit Courses

In addition to double funding as outlined in Examples 1 and 2, there are also dual credit courses taught by postsecondary instructors at high school campuses, which is referred to as in-district delivery. Both the Board of Regents and some of the technical institutes offer dual credit course through this method of delivery.¹⁷

In FY2019, BOR delivered eight dual credit courses through in-district delivery to one local school district. Table 6 details the university that delivered the course, the high school where the dual credit course was taught, the course taught, the number of students in the course, and the compensation BOR faculty received for teaching the course.

Table 6: BOR Dual Credit In-District Delivery				
University	High School	Course	Students	Faculty Pay
Dakota State University	Harrisburg	MATH 102: College Algebra	28	\$3,234
Dakota State University	Harrisburg	MATH 102: College Algebra	17	\$3,234
Dakota State University	Harrisburg	CSC 150: Computer Science I	21	\$9,565
University of South Dakota	Harrisburg	SPCM: Fundamentals of Speech	18	\$3,986
University of South Dakota	Harrisburg	SPCM: Fundamentals of Speech	23	\$3,986
University of South Dakota	Harrisburg	A&S 101: Career Exploration	18	\$1,288
University of South Dakota	Harrisburg	A&S 100: 1st Year Seminar	19	\$1,288
University of South Dakota	Harrisburg	A&S 100: 1st Year Seminar	18	\$1,288
Average Cost per Course: \$3,484				
Total Cost: \$27,869				

BOR estimates that in FY2020 there are twenty sections eligible for in-district delivery; however, it is likely that fewer than twenty courses will be offered. At an average cost of \$3,484 per course, the total cost to the universities for twenty courses would be \$69,673.

According to BOR, "Individual school districts request these agreements with the Board of Regents through individual institutions and for a variety of reasons. In some cases where a significant number of students from one high school are interested in a specific [dual credit] course, it is logistically beneficial to offer the course at the high school. In other cases, the request and approval is contingent upon unique programming efforts at the school districts."¹⁸

¹⁷ South Dakota Board of Regents, "Academic Affairs Guidelines, Section 7.1: Dual/Concurrent Credit Administration Guidelines," revised 6/2019,

https://www.sdbor.edu/administrative-offices/academics/academic-affairs-guidelines/Documents/7_Guidelines/7_1_Guideline.pdf.

¹⁸ South Dakota Board of Regents response to Legislative Research Council questionnaire, September 14, 2019.

Between FY2016 and FY2019, technical institutes delivered a total of 72 course sections through in-district delivery as detailed in Table 7.¹⁹ The offering of dual credit courses by technical institute staff at the high school has grown from six courses in FY2016 to a projected 47 courses in FY2020.

Table 7: BOTE Dual Credit In-District Delivery from FY2016 - FY2019			
Technical Institute	Number of Sections Taught at a High School	Total Cost	Average Cost per Section
LATI	6	\$116,640	\$19,440
STI	12	\$52,975	\$4,415
WDT	54	\$129,600	\$2,400
Totals	72	\$299,215	\$4,156

In FY2020, technical institutes will offer a total of 47 dual credit courses at local high schools at a total cost of \$199,354 to the institutes.

School District Survey Results

The Legislative Research Council (LRC) conducted a survey of public school districts to determine if school districts or local entities pay for any portion of the student's share of dual credit courses.²⁰ Of the 149 public school districts with high school students, LRC received responses from 144, a 97% response rate. The survey results are as follows: Of the respondents, 135 school districts (94%) had 11th and 12th graders who took state subsidized dual credit courses during the 2018-2019 school year.

Question #1	Yes	%	No	%
Did any 11th and 12th grade students at your school district take state-subsidized dual credit courses, as defined in South Dakota Codified Law (SDCL) 13-28.37.1, during the 2018-2019 school year?	135	94%	9	6%

Of the 135 school districts whose students took dual credit courses in 2018-2019, 16 of those (12%) paid for a portion of the students' costs for the courses.

Question #2	Yes	%	No	%
Did your school district pay any portion of the student's cost for dual credit course(s) during the 2018-2019 school year?	16	12%	119	88%

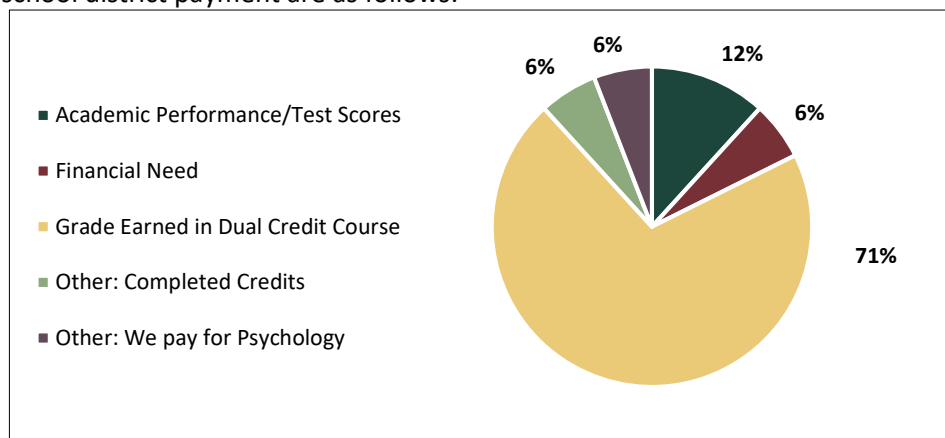
Of the 16 school districts that paid for a portion of the students' share of dual credit, 14 school districts (87.5%) have criteria that must be met for the payment.

Question #3	Yes	%	No	%
If your school district did pay a portion of the student's cost, are there criteria related to that payment?	14	87.5%	2	12.5%

¹⁹ Mitchell Technical Institute (MTI) does not offer dual credit courses via in-district delivery.

²⁰ See Appendix A: Local School District Survey Questions

The criteria for school district payment are as follows:



Of the 16 school districts that pay for a portion of the students' share of dual credit, 10 school districts (62.5%) have a maximum amount for each student.

Question #4	Yes	%	No	%
Is there a maximum amount your school district pays for each student's dual credit course(s)?	10	62.5%	6	37.5%

Amounts paid by school districts for each student range from a minimum of \$40 to a maximum of \$600, actual expenditures for the 2018-2019 school year range from \$300 to \$16,000, and budgeted expenditures for the 2019-2020 school year range from \$500 to \$16,000.

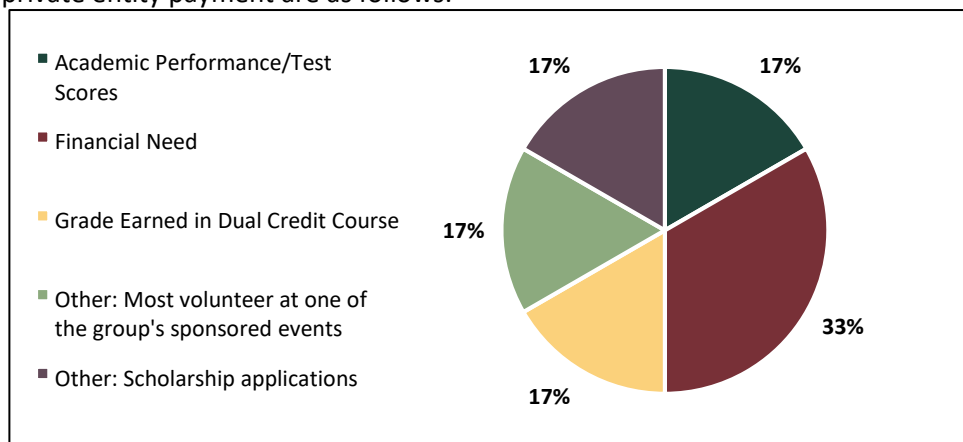
Of the 135 school districts whose students took dual credit courses in 2018-2019, 7 of those (5%) indicated that a private entity paid for a portion of the students' costs for dual credit courses.

Question #7	Yes	%	No	%
Did a private entity pay any portion of the student's costs for a dual credit course(s) during the 2018-2019 school year?	7	5%	128	95%

Of the 7 school districts that indicated a private entity pays for a portion of the dual credit course, 5 school districts (71%) indicated there are criteria related to that payment.

Question #8	Yes	%	No	%	Unknown	%
If a private entity did pay a portion of the student's cost, are there criteria related to that payment?	5	71%	1	14%	1	14%

The criteria for private entity payment are as follows:



Of the 7 school districts that indicated a private entity pays for a portion of the students' share of dual credit, 2 (29%) are aware of a maximum amount for each student.

Question #9	Yes	%	No	%	Unknown	%
Is there a maximum amount the private entity pays for each student's dual credit course(s)?	2	29%	3	43%	2	29%

Amounts paid by a private entity for each student range from a minimum of \$24 to a maximum of \$200, actual expenditures for the 2018-2019 school year range from \$150 to \$2,500, and budgeted expenditures for the 2019-2020 school year range from \$1,100 to \$2,500.

Financial Impact on Postsecondary Programs

The dual credit program has a financial impact on South Dakota's universities and technical institutes. In a recent South Dakota Board of Regents' report, *South Dakota's Dual Credit Program: A Review of Data*, a conceptual model for the financial impact of dual credit on the universities was developed. Through this model, BOR estimates the public university system has lost revenue in the amount of \$1.25 million dollars from FY2015 to FY2019.

The BOR report breaks down the dual credit courses taken into three categories, which results either in a financial gain or a financial loss for the university. The three categories are:

1. Eating our own lunch: a university delivers dual credit to a student who later enrolls as a regular student, which results in a **financial loss** for the university. Since the student later enrolled as a regular student, the university lost money because it is assumed the student would have taken the same course(s) at the regular tuition rate.
2. Eating someone else's lunch: a university delivers dual credit to a student who does not enroll as a regular student, which results in a **financial gain** for the university. Since the student does not enroll as a regular student, the university received extra revenue because it is assumed the student would never have taken any courses from the university, if not for dual credit.
3. Someone ate our lunch: a competitor delivers dual credit to a student who later enrolls as a regular student, which results in a **financial loss** for the university because the university cannot deliver the course to the student. Since the student already took the course(s) from a competitor, the university lost money because it is assumed the student would have normally taken the course at the regular tuition rate.²¹

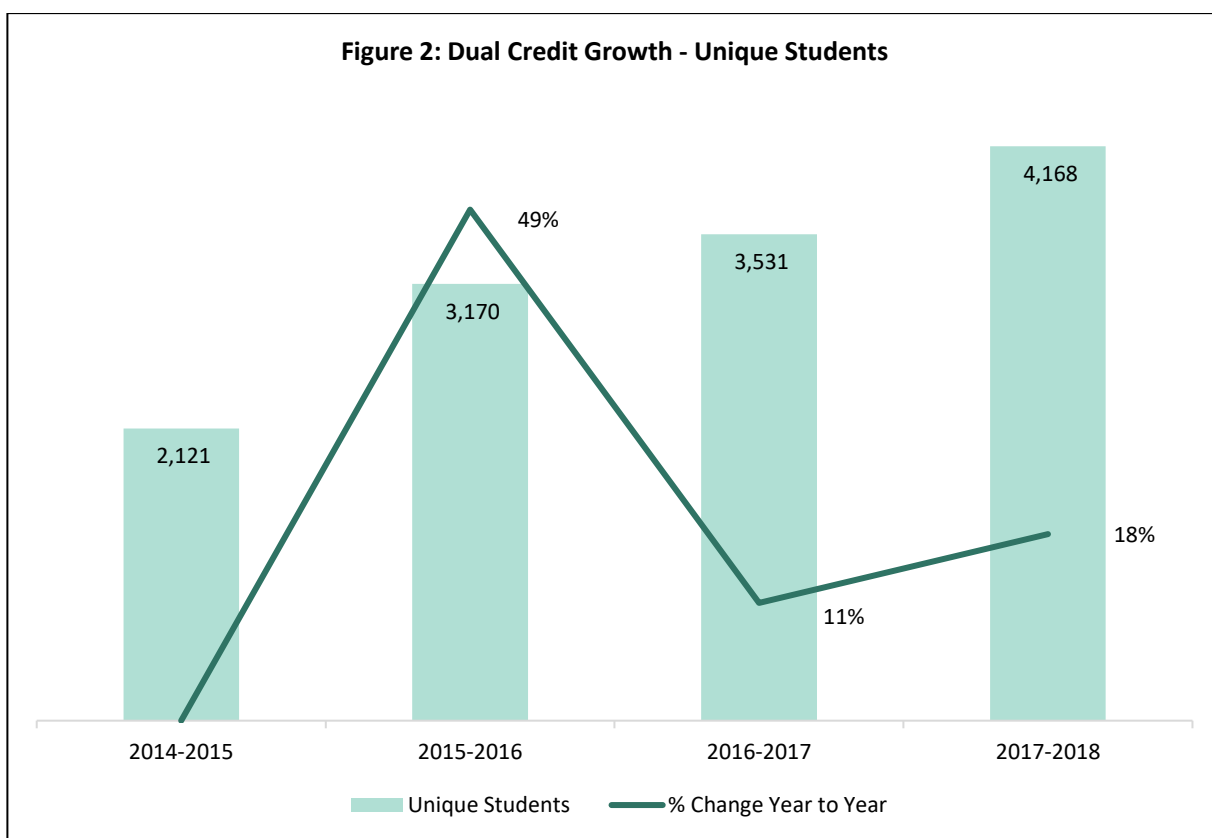
²¹ South Dakota Board of Regents, "South Dakota's Dual Credit Program: A Review of Data," August 7-8, 2019, https://www.sdbor.edu/the-board/agendaitems/2014AgendaItems/2019%20Agenda%20Items/August7/2_G_BOR0819.pdf.

The four technical institutes also estimated financial impacts from the dual credit program. From FY2015 through FY2019, it is estimated the cost for dual credit course instruction at the four technical institutes totaled \$2,371,080.²² During that same time, the technical institutes recognized a total loss in revenue for tuition and state fees in the amount of \$190,799 due to the reduced tuition rate.²³

In-district delivery of dual credit courses, when postsecondary faculty teach a dual credit course at a high school, also has a financial impact on universities and the technical institutes. As previously noted, each course offered via in-district delivery costs the BOR university an average of \$3,484 per course, while each course offered by a BOTE technical institute via in-district delivery costs an average of \$4,156 per course.

Actual Growth of the Dual Credit Program

The high school dual credit program's student enrollment has grown each year since inception of the program. As Figure 2 shows, the total number of unique students taking dual credit courses has increased annually, growing from 2,121 unique students in school year 2014-2015 to 4,168 unique students in school year 2017-2018, an increase of 97%.²⁴



²² South Dakota Board of Technical Education, "Fiscal Impact of High School Dual Credit Program," October 11, 2019.

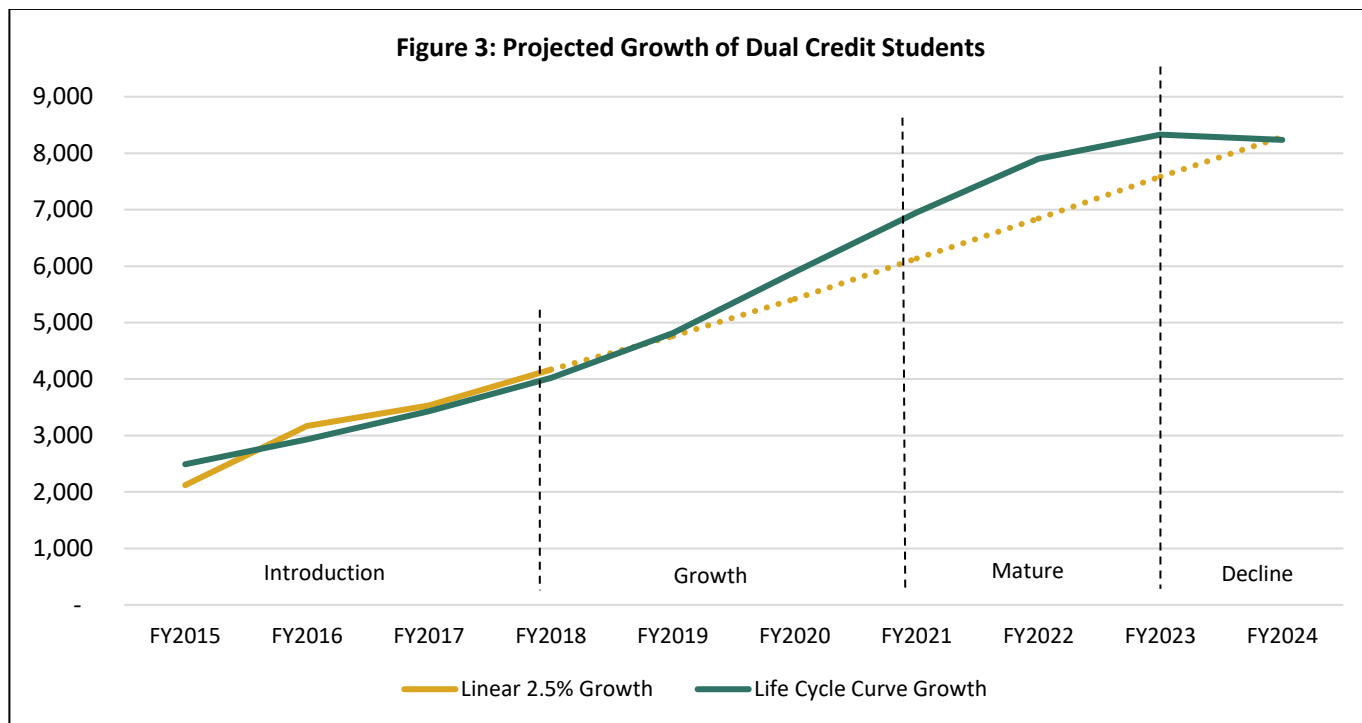
²³ BOTE compared the tuition and fees received from dual credit courses at \$145 per credit versus the tuition and fees a student would have paid at full price.

²⁴ Unique students by each school year. Students may be counted from one school year to the next as the student transitions from grade 11 to grade 12.

Projected Growth of the Dual Credit Program

The projected growth of the dual credit program takes into account the growth of the 11th and 12th grade student population by considering the actual number of students coming through the K-12 education pipeline and also applying the actual, historical percentage of change in the student population from year-to-year as each cohort progresses from kindergarten through 12th grade.²⁵ In addition, the projected growth utilizes the actual unique students who took a dual credit course and the actual dual credit courses paid for from FY2015 through FY2018.²⁶ The projection does not take into account potential policy or funding changes or other unknown factors that may impact future program participation.

Figure 3 demonstrates how the growth of dual credit students could increase in the coming fiscal years based on a normal life cycle curve when compared to linear growth. The linear growth curve assumes the number of unique students taking dual credit courses will grow by 2.5% each year. The normal life cycle curve assumes the number of unique students taking dual credit will grow each year, but once the program reaches saturation during the mature phase, the growth will level off or may decline. Based on a normal life cycle curve, the dual credit program is most likely in the early growth or late introduction stage and by FY2023 the number of unique students enrolled and the number of dual credits taken through the program is projected to double.



In summary, 2.5% linear growth and a normal life cycle curve growth results in the dual credit program peaking in FY2023 or FY2024 at approximately 8,300 unique students, or about 36% of the 11th and 12th grade student population, which equates to a total of approximately 61,000 credits. Assuming the state share cost for FY2020 of \$96.67 per credit, the total state investment would increase to approximately \$6 million per year.

²⁵ In order to determine student population growth for eleventh and twelfth graders, a 4-year moving average model was utilized.

²⁶ The growth in unique students assumes a future growth rate of 2.5% per year. Total credits paid by year assumes a much smaller growth rate, which means dual credit courses per student will remain close to the current ratio.

Courses and Student Demographics

Student Eligibility

Only students in grades eleven or twelve can participate in the state subsidized dual credit program but the postsecondary institutions must set the admission criteria.²⁷ BOR establishes its eligibility requirements for both dual credit and concurrent enrollment in BOR Academic Affairs Guideline 7.1.

The technical institutes use a common dual credit application form and require a recommendation from the student's high school. If the school does not recommend the student, the individual must meet the specific institute's general admissions criteria.²⁸

Courses Offered Overview

Under the dual credit program, the postsecondary institutions decide which courses to offer. Institutions must submit the courses to the DOE Dual Credit Dashboard.²⁹ The Dual Credit Dashboard lists the course offerings for the current and upcoming semesters.

BOR Academic Affairs Council Guideline 7.1, Section 4 sets the policy for courses offered by the universities throughout the state, limiting all dual credit courses to those approved by BOR and included in the System Graduation Requirements guidelines.³⁰ Remedial and upper level courses are approved on a case-by-case basis by request of the university.

BOTE does not have an overall policy on the courses offered through the dual credit program, leaving the selection up to each individual institute.³¹ Technical institute programs are generally two-year with specialized courses, so the technical institutes do not limit the course offerings only to general education.

²⁷ SDCL 13-28-37.1 (2018)

²⁸ Lake Area Technical Institute, Mitchell Technical Institute, Southeast Technical Institute, and Western Dakota Technical Institutes' response to Legislative Research Council questionnaire, September 19, 2019.

²⁹ SDCL 13-21-37.1 (2018)

³⁰ South Dakota Board of Regents, "Academic Affairs Guidelines, Section 7.1: Dual/Concurrent Credit Administration Guidelines," last revised 6/2019,

https://www.sdbor.edu/administrative-offices/academics/academic-affairs-guidelines/Documents/7_Guidelines/7_1_Guideline.pdf.

³¹ South Dakota Board of Technical Education's response to Legislative Research Council questionnaire, July 19, 2019.

Table 8 compares policies for courses offered under the dual credit program by states in the region. Half of the programs in those states have some sort of course restriction set in policy; those that do have a policy restricting courses do not allow remedial courses.

Table 8: Dual Credit Course Restrictions Comparison			
	Restrictions on Courses Offered	Remedial Courses Allowed	Upper Level Courses Allowed
South Dakota BOR	Yes	No ³²	No ³³
South Dakota BOTE	No	Yes	NA
Iowa	Yes	No	Yes
Minnesota	Yes	No	Yes
Montana	Yes	No	No
Nebraska	No	Yes	Yes
North Dakota	No	Yes	Yes
Wyoming	No	Yes	Yes

³² Unless the Board has approved an exception for a specific course per South Dakota Board of Regents response to Legislative Research Council questionnaire, July 19, 2019.

³³ Unless the Board has approved an exception for a specific course per South Dakota Board of Regents response to Legislative Research Council questionnaire, July 19, 2019.

Courses Offered and Taken Comparison

From the 2014-2015 through the 2017-2018 school year, a total of 10,954 eligible course sections for the dual credit program were advertised on the Dual Credit Dashboard by BOR institutions. Approximately 21.9% of sections were available online. Courses offered can be broken down into the six different categories under the BOR System General Education Requirements.³⁴

Table 9 identifies the number of unique courses offered and taken by students at BOR institutions in each category.³⁵ Students took the highest number of unique courses in the Arts & Humanities category, which has the largest number of designated unique classes by policy of all categories. Northern State University had the highest number of unique courses offered and taken in the Exceptions category, which includes all classes that would not qualify as one of the general education courses listed in BOR Academic Affairs Guideline 8.4. Some examples of exceptions include: MATH 095: Transitional Algebra; READ 041: Read for College Success; and MATH 321: Differential Equations.

Table 9: Unique Courses Offered and Taken Comparison by BOR Institution												
Category	BHSU		DSU		NSU		SDSM&T		SDSU		USD	
	Offered	Taken	Offered	Taken	Offered	Taken	Offered	Taken	Offered	Taken	Offered	Taken
Arts & Humanities	42	28	26	9	37	24	21	12	58	26	52	25
Mathematics	7	7	10	8	7	4	5	5	11	8	11	9
Natural Sciences	16	14	15	5	14	9	9	8	24	12	24	14
Oral Communication	3	3	2	1	3	1	0	0	3	1	3	1
Social Sciences	15	14	14	12	15	11	13	10	21	21	21	15
Written Communications	2	2	3	1	3	2	2	1	8	4	8	4
Exceptions ³⁶	7	2	2	3	25	13	1	2	1	1	1	2

³⁴ South Dakota Board of Regents, "Academic Affairs Guidelines, Section 8.4: Baccalaureate General Education Curriculum Requirements," last revised 5/2019,

https://www.sdbor.edu/administrative-offices/academics/academic-affairs-guidelines/Documents/8_Guidelines/8_4_Guideline.pdf.

³⁵ An additional category of "Exceptions" is included that groups together courses not listed in Board of Regents' Academic Affairs Guidelines, Section 8.4.

³⁶ Not all exception-type courses are advertised on the DOE Dual Credit Dashboard, so some institutions may have more exceptions taken than offered.

During the same time period, a total of 7,707 eligible course sections were offered by BOTE institutes. Approximately 24.5% of sections were offered online. The Association for Career & Technical Education established 16 Career Clusters that group together occupations and industries on commonalities.³⁷

Table 10 identifies the number of unique courses offered and taken by students at technical institutions in each category.³⁸ Lake Area Technical Institute notably has several categories in which the number of unique courses taken is higher than the total offered. Because the courses offered only include those advertised on the Dual Credit Dashboard, it is likely that Lake Area Technical Institute failed to advertise all the courses actually offered each semester. Manufacturing had the highest number of unique courses taken, and Hospitality & Tourism had the fewest taken of the clusters that offered at least one course. No institute offered any courses that fall into the Government & Public Administration cluster.

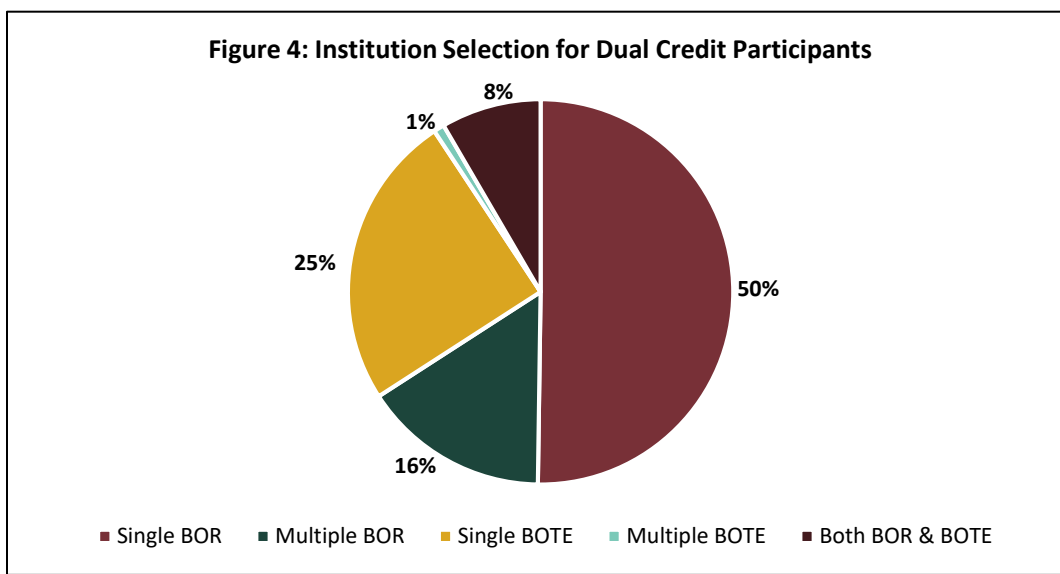
Table 10: Unique Courses Offered and Taken Comparison by BOTE Institute								
Career Cluster	LATI		MTI		STI		WDT	
	Offered	Taken	Offered	Taken	Offered	Taken	Offered	Taken
Agriculture, Food & Natural Resources	39	21	37	21	5	0	0	0
Architecture & Construction	6	6	59	17	12	2	62	22
Arts, A/V Technology & Communications	4	5	12	6	17	10	8	6
Business Management & Administration	23	7	20	14	34	11	52	27
Finance	3	3	0	0	0	0	1	1
Government & Public Administration	0	0	0	0	0	0	0	0
Health Science	9	12	29	8	24	11	81	13
Hospitality & Tourism	0	0	20	1	0	0	0	0
Human Services	9	16	21	5	10	6	4	3
Information Technology	0	17	32	18	39	28	19	8
Law, Public Safety, Corrections & Security	1	3	0	0	2	2	52	18
Manufacturing	27	50	8	5	9	3	25	16
Marketing	9	1	0	0	13	6	0	0
Other	0	0	3	2	2	2	1	0
Science, Technology, Engineering & Math	6	6	23	7	10	8	21	10
Transportation, Distribution & Logistics	2	2	15	7	21	3	23	11

³⁷ Association for Career & Technical Education, Career Clusters, <https://www.acteonline.org/career-clusters-2/>.

³⁸ Programs from each institution were assigned categories by BOTE; an additional category of "Other" is included that groups together courses that did not fit into one of the Career Clusters.

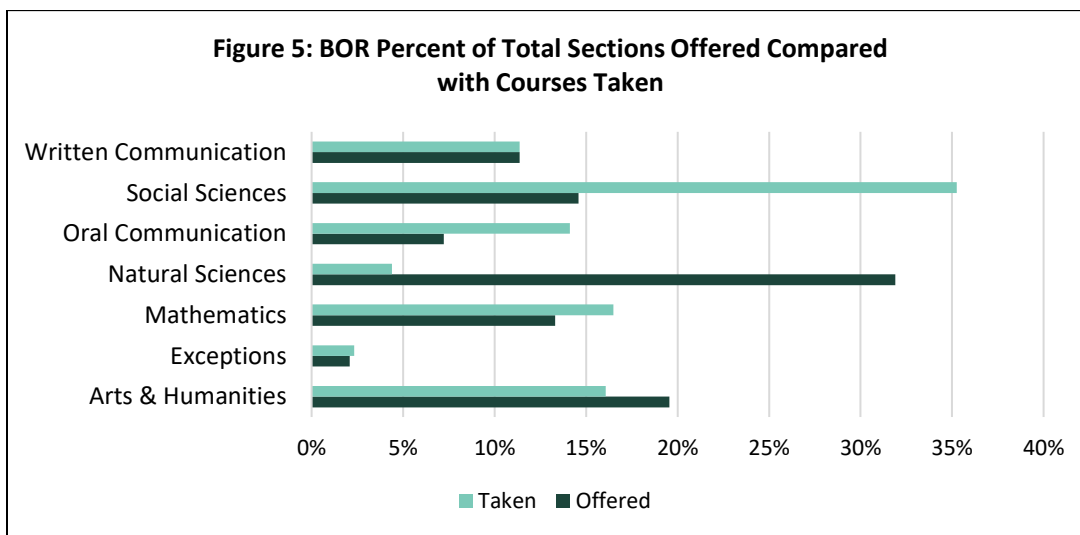
Postsecondary Institution Selection Analysis

From the 2014-2015 through the 2017-2018 school year, a total of 10,618 students took at least one dual credit course. Figure 4 identifies from which institution each student took their courses. Half of students participating in the program took all their dual credit courses from a single BOR institution. Nearly three-fourths of students took at least one course from a BOR institution. Of all students, 892 took at least one dual credit course from both a BOR and BOTE institution. In general, courses offered do not transfer between BOR and BOTE institutions; however, approximately 43% of BOTE courses taken were transferrable to BOR.



Course Selection Analysis

Across all BOR institutions, approximately 32% of total course sections offered for dual credit students were in the Natural Sciences category; of the total courses that students took, only approximately 4% of courses fall in that category. In comparison, courses in the Social Sciences category comprise 15% of total sections offered but 35% of the courses that dual credit students actually took. Figure 5 compares BOR courses offered with those taken by high school students in the dual credit program for all categories.



Across all BOTE institutions, approximately 15% of total course sections offered for dual credit students were in the Business Management and Administration career cluster; of the total courses that students took, only 4% of courses fall in that category. In comparison, courses in the Human Services cluster comprise 8% of total sections offered but 23% of the courses that dual credit students actually took. Table 11 compares BOTE courses offered with those taken by high school students in the dual credit program for all categories.

Table 11: BOTE Percent of Total Sections Offered Compared with Courses Taken		
Career Cluster	Courses	
	Offered	Taken
Agriculture, Food & Natural Resources	5.1%	2.7%
Architecture & Construction	6.2%	1.6%
Arts, A/V Technology & Communications	10.4%	24.6%
Business Management & Administration	14.6%	3.5%
Finance	1.3%	2.1%
Government & Public Administration	0%	0%
Health Science	14.0%	10.7%
Hospitality & Tourism	0.5%	<0.1%
Human Services	7.8%	22.8%
Information Technology	15.8%	9.9%
Law, Public Safety, Corrections & Security	2.2%	1.4%
Manufacturing	4.3%	3.8%
Marketing	2.8%	0.3%
Other	2.5%	3.4%
Science, Technology, Engineering & Math	9.1%	12.5%
Transportation, Distribution & Logistics	3.5%	0.6%

BOR Policy 2.8 establishes the levels and numbering of courses. For courses taken under the dual credit program, levels range from 33 to 321. BOR defines courses numbered 001 to 099 as pre-college or remedial, 100 to 299 as lower division, and 300 to 499 as upper division.³⁹ Table 12 identifies the number of times a course was taken that falls within the course levels identified by institution. The majority of courses taken fall into the lower division. Northern State University had the most courses taken outside of that range.

Table 12: Levels of Courses Taken by BOR Institution						
Course Number	BHSU	DSU	NSU	SDSMT	SDSU	USD
001-099 (remedial)	0	0	54	0	2	0
100-199 (lower)	3,421	1,259	3,361	346	4,218	5,887
200-299 (lower)	512	70	235	73	569	1,010
300-399 (upper)	0	0	0	7	0	0
400-499 (upper)	0	0	0	0	0	0

³⁹ South Dakota Board of Regents, "Policy Manual, Section 2: Academic Affairs" <https://www.sdbor.edu/policy/documents/2-8.pdf>.

Table 13 identifies the number of times a course was taken that falls within the course levels identified by BOTE institute. Of the four institutes, only Western Dakota Technical Institute indicated that remedial courses are allowed under the dual credit program.⁴⁰ Southeast Technical Institute stated that neither remedial courses nor courses under the 100 level are offered for dual credit; however, STI had the highest number of unique offerings and of total courses taken below the 100 level with 72 classes taken from the 2014-2015 through the 2017-2018 school year.⁴¹

Table 13: Levels of Courses Taken by BOTE Institute				
Course Number	LATI	MTI	STI	WDT
001-099	0	0	72	19
100-199	2,092	1,480	2,275	1,870
200-299	251	114	122	172

Table 14 groups the overall number of dual credit courses taken and shows the number and percent of students who took courses in that range. 99% of students took between one and ten courses during their time in the program. The remaining 1% took anywhere from 11 to 35 courses total. There currently is no maximum number of dual credit courses that an individual can take during his or her participation in the program.

Table 14: Total Courses Taken by Students		
Number of Courses Taken	Total Students	Percentage
1 to 5	9,602	90.4%
6 to 10	912	8.6%
11 to 15	87	0.8%
16 or more	17	0.2%

⁴⁰ Western Dakota Technical Institute response to Legislative Research Council questionnaire, September 19, 2019.

⁴¹ Southeast Technical Institute response to Legislative Research Council questionnaire, September 19, 2019.

Dual Credit Course Grade or Credit Earned

Of the 29,491 dual credit courses taken, 92.8% (27,368) were completed with credit earned and 7.2% (2,123) did not result in the student earning credit, generally as a result of the student failing the course or withdrawing sometime after the final drop date. Table 15 provides detailed information by grade in the course. Overall, students earned credits from BOR courses 94.0% of the time, and students who took a BOTE class earned credit 89.9% of the time.

Table 15: Dual Credit Courses by Grade			
Course Grade	Credit Earned	Total Grades	Percentage
A	Yes	15,172	51.5%
B	Yes	8,237	27.9%
C	Yes	2,961	10.0%
D	Yes	848	2.9%
Pass	Yes	129	0.4%
Remedial Satisfactory	Yes	21	0.1%
F	No	806	2.7%
Remedial Unsatisfactory	No	23	0.1%
Incomplete	No	50	0.2%
Withdrew	No	1,220	4.1%
Not Reported	No	24	0.1%

Student Demographics

From the 2014-2015 through the 2017-2018 school year, a total of 10,618 students took at least one dual credit course. Table 16 displays the race of program participants compared with the race of all 11th and 12th grade students during that same period. Students identifying as American Indian/Alaska Native have the largest reduced presence in the dual credit student population, representing 11.6% of all 11th and 12th graders and only 2.8% of dual credit participants.

Table 16: Race Comparison of Dual Credit Participants with all 11th and 12th Grade Students		
Race	Dual Credit Participants	All 11th & 12th Graders
White	92.1%	77.9%
American Indian/Alaska Native	2.8%	11.6%
Hispanic/Latino	1.8%	3.8%
Two or More Races	1.4%	1.9%
Black/African American	0.9%	2.5%
Asian	0.9%	2.2%
Native Hawaiian/Pacific Islander	0.1%	0.1%
Not Available	<0.1%	<0.1%

Table 17 shows the gender of program participants compared with all 11th and 12th grade students from the 2014-2015 through the 2017-2018 school year. Females account for the majority of dual credit students, while they represent slightly fewer than half of all 11th and 12th graders.

Table 17: Gender Comparison of Dual Credit Participants with all 11th and 12th Grade Students		
Gender	Dual Credit Participants	All 11th & 12th Graders
Female	61.4%	48.5%
Male	38.6%	51.5%

Table 18 identifies the dual credit program participants by socioeconomic status compared with all 11th and 12th grade students during the same 2014-2015 to 2017-2018 period.⁴² Students categorized as economically disadvantaged are underrepresented in the dual credit program.

Table 18: Socioeconomic Comparison of Dual Credit Participants with all 11th and 12th Grade Students		
Socioeconomic Status	Dual Credit Participants	All 11th & 12th Graders
Economically Disadvantaged	16.0%	28.8%
Not Economically Disadvantaged	83.8%	71.2%
Unknown	0.2%	0%

⁴² Socioeconomic status is defined by the South Dakota Department of Education (DOE) for dual credit students as those who either "received free or reduced lunch at any point during the year" or "attended a school that falls under Community Eligibility Provision." Socioeconomic status is defined by DOE for all 11th and 12th graders as students in free and reduced lunch status.

There are currently no restrictions on the type of secondary school dual credit students attend. Table 19 identifies the type of secondary school in which students were enrolled.⁴³ The majority of program participants come from the public school system. From the 2014-2015 through the 2017-2018 school year, a total of 29,491 courses were completed and 80,702 credits earned by dual credit participants, averaging 2.8 classes and 7.6 credits earned per student. Table 19 also identifies the average numbers of courses taken and credits earned by secondary school type. On average, home school students took more courses and earned more credits than students in any other type of secondary school setting.

Table 19: Dual Credit Comparison by Secondary School Type				
School Type	Total Students	Percentage of Students	Average Number of Courses Taken	Average Number of Credits Earned
Public School	10,127	95.3%	2.8	7.6
Private School	281	2.6%	2.3	6.5
Home School	164	1.5%	4.8	13.3
Tribal/BIE	38	0.4%	1.5	1.9
Out-of-State ⁴⁴	17	0.2%	2.1	5.3
Cooperatives/Multi-Districts	Under 10	<0.1%	3.5	5.5
Unknown	Under 10	<0.1%	1.0	3.0

⁴³ 12 students are counted twice due to moving from one school type to another during their participation in the dual credit program.

⁴⁴ Out-of-State refers to students who are South Dakota residents, but attend an out-of-state high school.

Student Outcomes

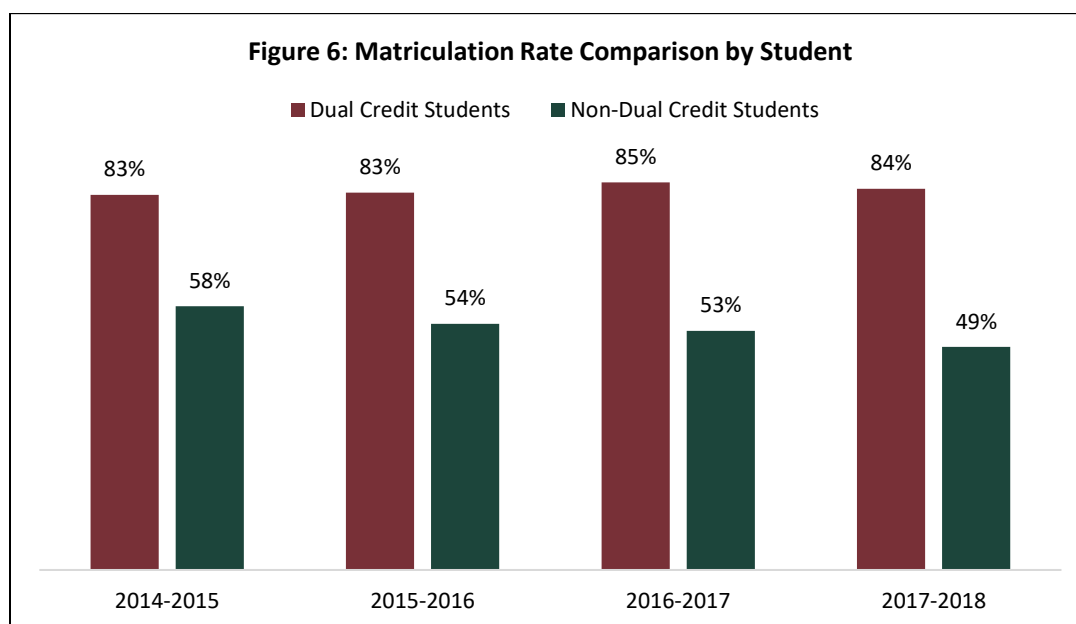
Student Matriculation

Both the Board of Technical Education and the Board of Regents have a similar goal for matriculation in the dual credit program, which is to increase the number of South Dakota students who matriculate to regental institutions or technical institutes. BOTE "aim(s) to matriculate students who engage in dual enrollment opportunities at higher rates, having cultivated a direct institution-to-student connection, affirmed a student's pathway to postsecondary education through accessing collegiate level coursework", while BOR "expects students completing [dual credit] credits from South Dakota public universities to matriculate to postsecondary institutions and South Dakota public universities at a higher rate than all South Dakota high school graduates and those who do not complete [dual credit] credits."⁴⁵ Neither BOTE nor BOR currently have a specific, measurable goal for matriculation for the dual credit program.

Overall Matriculation

Matriculation, according to BOR's definition, is the enrollment to postsecondary schools during the first fall term immediately following the high school graduation as at least a part-time student.⁴⁶ This means that a student who graduated in the spring of 2014 must have enrolled in a postsecondary institution as at least a part-time student in the fall of 2014 to be included as "matriculated."⁴⁷

Figure 6 displays the matriculation rate comparison between dual credit students and non-dual credit students to any postsecondary school. The average matriculation rate for dual credits students from 2014 through 2018 was 84%, while the average for non-dual credit students was 54%. The matriculation rate for non-dual credit students declined each year while the rate for dual credit students stayed relatively consistent.



⁴⁵ South Dakota Board of Technical Education and South Dakota Board of Regents response to Legislative Research Council questionnaire, August 2, 2019 and July 27, 2019, respectively.

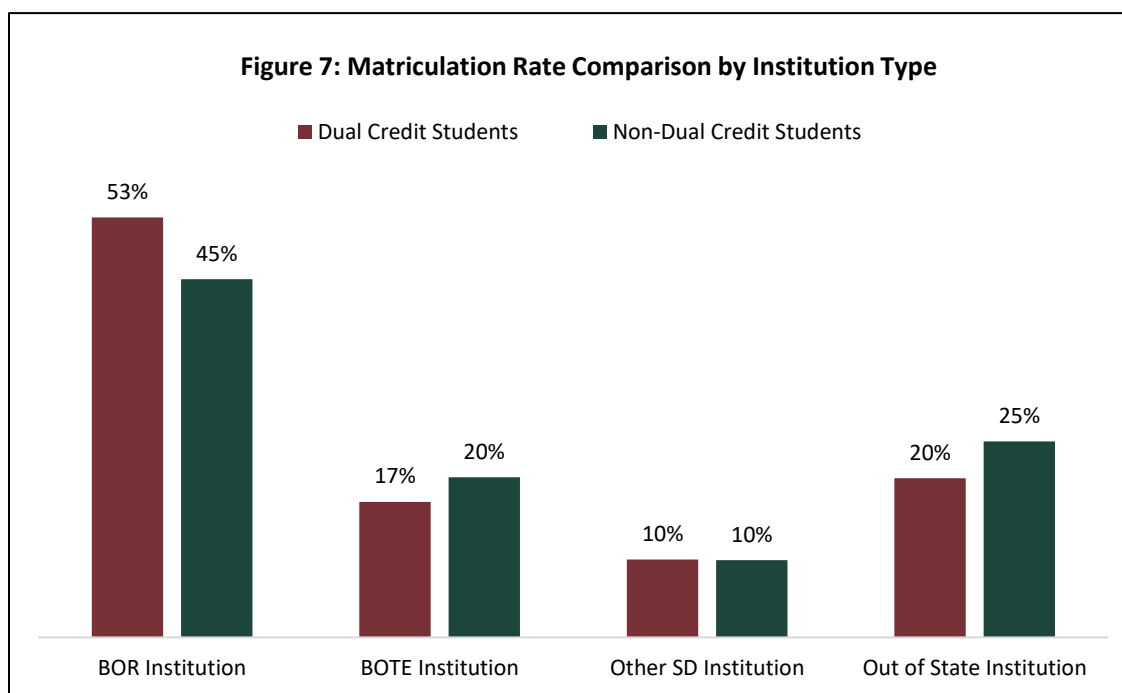
⁴⁶ South Dakota Board of Regents, "South Dakota's Dual Credit Program: A Review of Data," August 7-8, 2019, https://www.sdbor.edu/the-board/agendaitems/2014AgendaItems/2019%20Agenda%20Items/August7/2_G_BOR0819.pdf.

⁴⁷ Students who attained a GED or graduated from high school are included as part of the matriculation rate analysis.

Board of Regents and Board of Technical Education Matriculation

A total of 4,061 dual credit students and 5,963 non-dual credit students matriculated to one of BOR's institutions between 2014 and 2018. The average matriculation rate for BOR institutions among dual credit students was 53% and 45% for non-dual credit students. Although the matriculation rate for dual credit students stayed consistent at around 53%, the matriculation rate for non-dual credit students declined between 2014 and 2018.

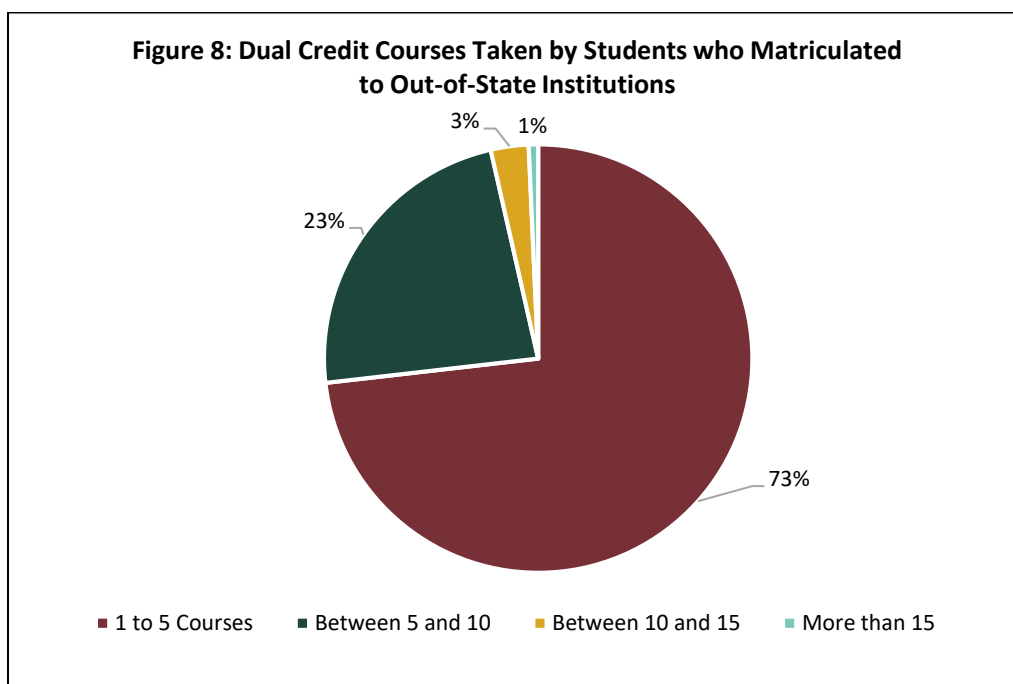
A total of 1,311 dual credit students and 2,657 non-dual credit students matriculated to one of BOTE's institutions between 2014 and 2018. The average matriculation rate for BOTE institutions among dual credit students was 17% and 20% for non-dual credit students. Figure 7 indicates that more dual credit students matriculated to BOR institutions compared to non-dual credit students while the opposite was true for BOTE institutions.



Students who matriculated to a BOTE institution took more dual credit classes than those who matriculated to a BOR institution. The average number of dual credit courses taken by students who matriculated to a BOTE institution was 4.5 courses, and the average number of courses taken by students who matriculated to a BOR institution was 3.8 courses. Of all dual credit students who matriculated to a BOTE institution, 8% took more than 10 courses while only 3% of students who matriculated to a BOR institution took more than 10 courses.

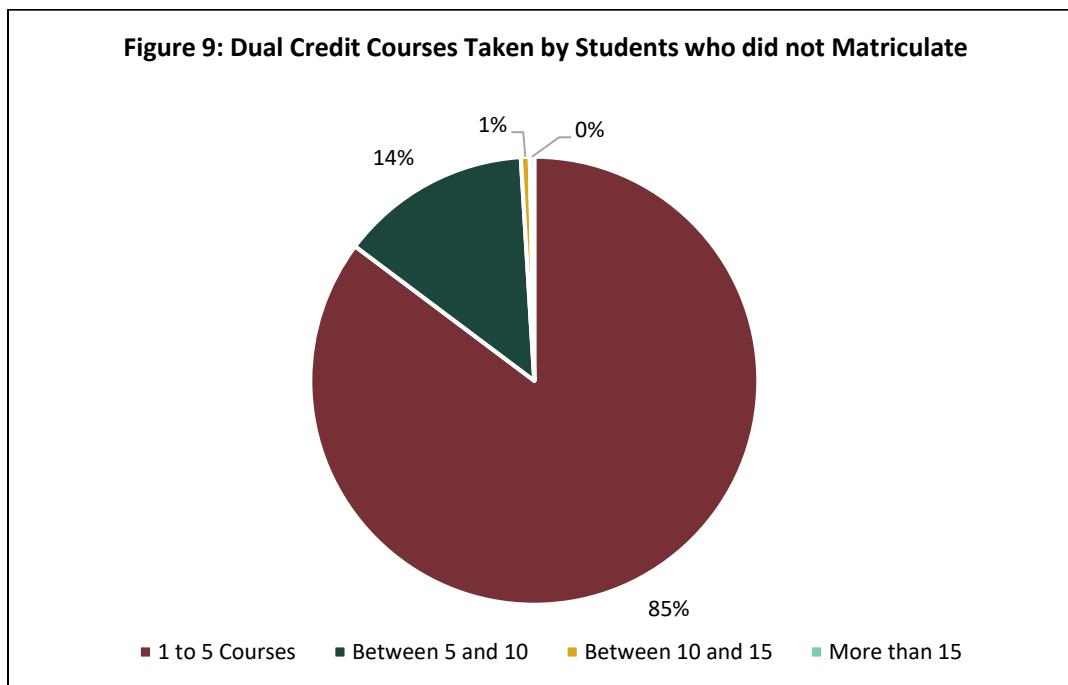
Out-of-State Matriculation

The matriculation to out-of-state postsecondary institutions among dual credit students was slightly lower than that of non-dual credit students. The average matriculation to other states among dual credit students was 20% while 25% of non-dual credit students matriculated to other states. Among the dual credit students that chose to go to other states, a total of 5,418 courses were taken, which equates to approximately \$1.57 million in state general fund spending between 2014 and 2018. Of all the dual credit students who matriculated to other states, 96% took less than 10 courses through dual credit program while only 4% took more than 10 courses through the program, as displayed in Figure 8.



Dual Credit Students Who Did Not Matriculate

Between 2014 and 2018, 8% of all dual credit students did not matriculate to any postsecondary institution while 46% of non-dual credit students chose not to matriculate immediately after graduation or GED attainment. Among the dual credit students who did not immediately matriculate, a total of 3,156 courses were taken, which equates to approximately \$915,000 in state general fund spending. Of the dual credit students who did not immediately matriculate, 85% took between 1 to 5 courses, 14% took between 5 and 10 courses, and less than 1% took more than 10 courses, as displayed in Figure 9.



Student Retention

Student retention is defined as continued enrollment within the same higher education system during the next fall term subsequent to entering postsecondary education following high school graduation. For example, a student who graduated in May 2015 and matriculated to a technical institute in August 2015 is included in the 2015-2016 cohort data.⁴⁸

Both BOTE and BOR aim to retain South Dakota dual credit students at higher rates compared with students who did not enroll in the dual credit program. Neither BOTE nor BOR have any specific, measurable goals for retention for the dual credit program.⁴⁹

Overall Retention

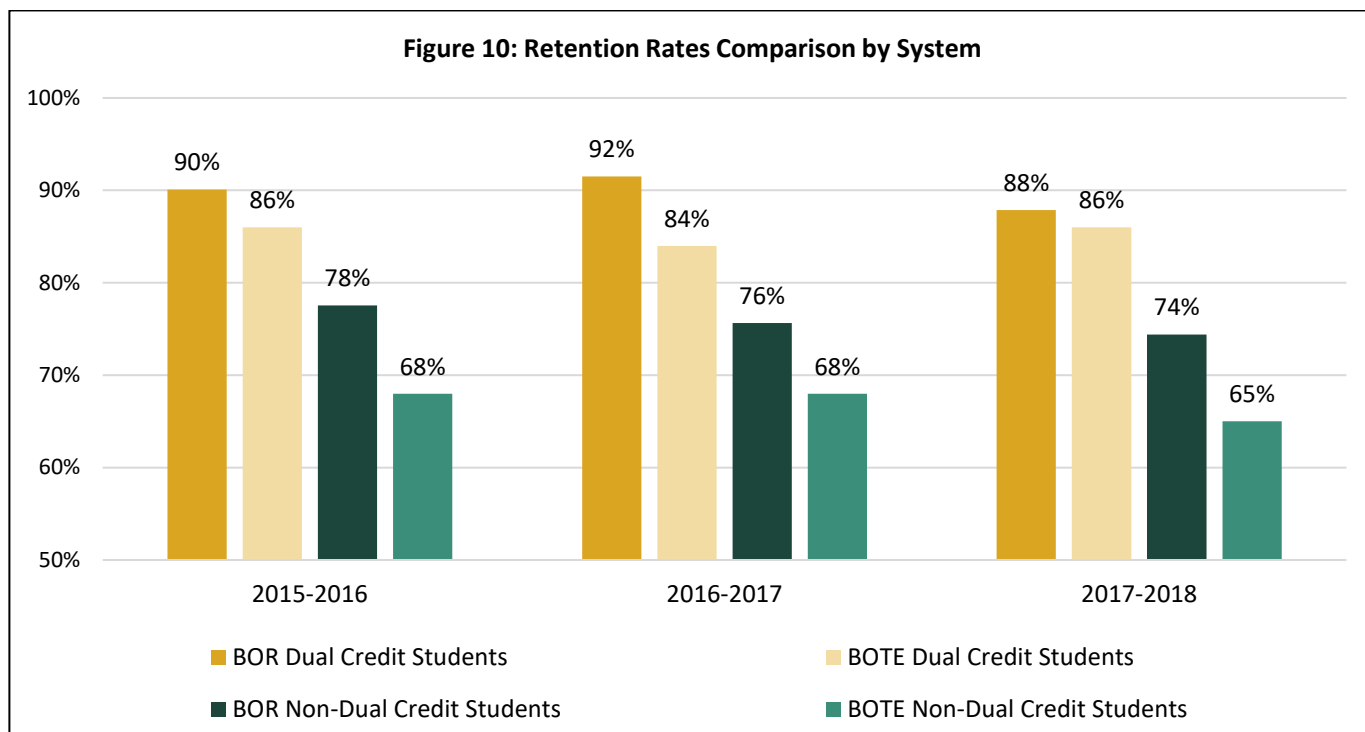
The retention rate comparison by system, demonstrated in Figure 10, shows higher retention rates for dual credit students in both BOR and BOTE institutions.⁵⁰ It is important to note that students must meet academic eligibility requirements in order to participate in the dual credit program within BOR institutions; meaning, students participating in BOR dual credit may be performing higher academically than their peers, which may result in greater retention.

⁴⁸ South Dakota Board of Technical Education retention rate data methodology notes, September 24, 2019.

⁴⁹ South Dakota Board of Technical Education and South Dakota Board of Regents response to Legislative Research Council questionnaire, August 2, and July 27, 2019, respectively.

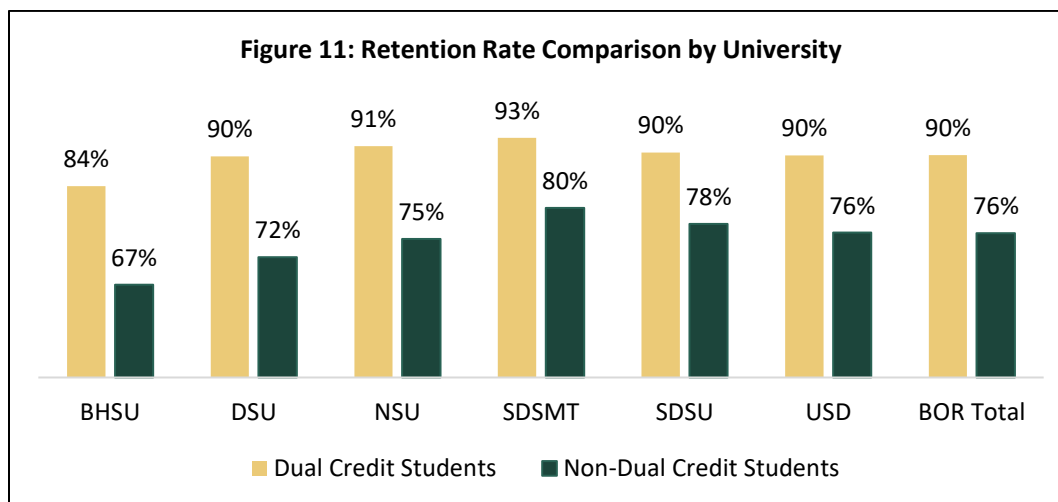
⁵⁰ South Dakota Board of Technical Education's rate includes graduates from a one-year program, while South Dakota Board of Regents' rate does not include graduates.

Figure 10 shows how many students stayed either at the same postsecondary institution or within the BOR or BOTE system in each academic year from 2015-2016 to 2017-2018. The data includes all students who participated in dual credit regardless of their final grade or completion status.



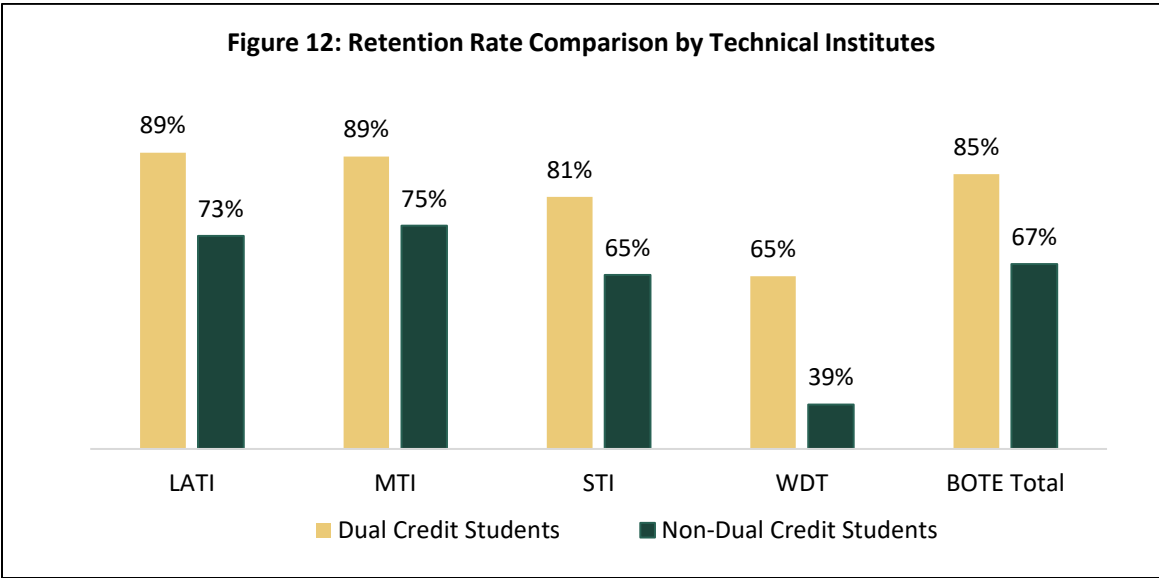
Retention Rate for Board of Regents

Figure 11 identifies the average retention rate by BOR institution. The average retention rate between 2015-2016 and 2017-2018 for all dual credit students in the BOR system was 14% higher than non-dual credit students. In addition, five of six universities were at or exceeded the overall retention rate of 90% for all dual credit students across three academic years. For non-dual credit students, three of six universities were at or exceeded the non-dual credit average retention rate of 76% for the same time period.



Retention Rate for Board of Technical Institutes

Figure 12 displays the retention rate comparisons among the technical institutes.⁵¹ The average retention rate for 2015-2016 through 2017-2018 for all dual credit students in the BOTE system was 18% higher than the average retention rate of 67% for non-dual credit students. Lake Area Technical Institute and Mitchell Technical Institute exceeded both dual credit and non-dual credit average retention rates while Southeast Technical Institute and Western Dakota Technical Institute did not meet the overall system retention rates.



⁵¹ South Dakota Board of Technical Education retention includes students who graduated after completing a one-year program.

Funding & Policy Considerations

During the evaluation process, potential funding and policy considerations were identified. These options were developed to provide a basis of understanding and examples of approaches that may be used as state policymakers determine the future of the dual credit program. These considerations are based on information gathered from other states in the immediate region, information received from DOE, BOR and BOTE, and research and insight from LRC staff. It is important to note the following list of funding and policy considerations is not inclusive of all available options. In fact, the list is a small fraction of options available.

Consideration 1: The local school district or student pay for the full cost of dual credit courses.

One option is to eliminate state funding for dual credit and require each school district to pay for dual credit out of the funds already received through the State Aid to General Education formula or require each student to pay for the dual credit course out-of-pocket. This approach would eliminate all funding for dual credit regardless of school type; therefore, double funding would be eliminated. This approach still allows students to earn higher education credits at a reduced tuition rate.

Similar to Iowa's dual credit program, school districts would be responsible for paying tuition directly to the postsecondary institution that the student has enrolled in without any additional funding from the state for the program. If students were to pay for the course, similar to North Dakota, Wyoming, and Montana, students pay discounted tuition rates for courses they take through the dual credit program. The difference between the regular tuition rate and the discounted tuition rate would be absorbed by the postsecondary institution, which is the current practice in South Dakota. The postsecondary institutions in other states view this as revenue they may not have otherwise received and worth the potential cost to the institution since participation in dual credit courses may encourage continued enrollment in their institutions.

Consideration 2: Dual credit program funding is capped.

An additional consideration may be capping the amount of funding appropriated for dual credit each year. For FY2020, approximately \$4.3 million in state general funds is budgeted for the dual credit program. Although budgeted at \$4.3 million, the program may be capped at any dollar amount deemed appropriate by the South Dakota Legislature.

Capping the funding amount for the dual credit program would require the Department of Education, Board of Regents, and Board of Technical Education to identify and develop policies and procedures to ensure limited dollars are appropriately distributed to students if demand exceeds available program funding. This approach would ensure that there are no unforeseen budget requests in the general appropriations bill or supplemental appropriations bill due to unanticipated growth of the dual credit program.

Consideration 3: Adjust the state general fund and student share of the dual credit tuition rate.

This consideration focuses on adjusting the student's share and the state's share of the dual credit tuition rate. The funding formula for the program is specified in SDCL 13-28-37.1 and requires the student to pay 33.3% and the state to pay 66.7% of the dual credit tuition rate, currently set at \$145 per credit.

Table 20 outlines the actual and projected costs at the following state/student shares:

- Current Funding Share: State 66.7%/Student 33.3%;
- Optional Funding Share: State 50%/Student 50%;
- Optional Funding Share: State 33.3%/Student 66.7%; and
- Optional Funding Share: State 25%/Student 75%.

Table 20: State/Student Share Options⁵²					
	FY2016 Actual	FY2017 Actual	FY2018 Actual	FY2019 Actual	FY2020 Projected
Total Credits	20,239	24,036	29,513	31,132	43,663
Total Cost per Credit	\$145	\$145	\$145	\$145	\$145
Total Cost	\$2,934,655	\$3,485,220	\$4,279,385	\$4,514,140	\$6,331,135
Current Funding Share: State 66.7%/Student 33.3%					
State Share at 66.7%	\$1,957,415	\$2,324,642	\$2,854,350	\$3,010,931	\$4,222,867
Student Share at 33.3%	\$977,240	\$1,160,578	\$1,425,035	\$1,503,209	\$2,108,268
Optional Funding Share: State 50%/Student 50%					
State Share at 50%	\$1,467,328	\$1,742,610	\$2,139,693	\$2,257,070	\$3,165,568
Student Share at 50%	\$1,467,328	\$1,742,610	\$2,139,693	\$2,257,070	\$3,165,568
Optional Funding Share: State 33.3%/Student 66.7%					
State Share at 33.3%	\$977,240	\$1,160,578	\$1,425,035	\$1,503,209	\$2,108,268
Student Share at 66.7%	\$1,957,415	\$2,324,642	\$2,854,350	\$3,010,931	\$4,222,867
Optional Funding Share: State 25%/Student 75%					
State Share at 25%	\$733,664	\$871,305	\$1,069,846	\$1,128,535	\$1,582,784
Student Share at 75%	\$2,200,991	\$2,613,915	\$3,209,539	\$3,385,605	\$4,748,351

If the student/state share of the dual credit program were adjusted, there could be substantial savings in state general fund dollars. For example, the FY2020 general fund budget for dual credit is approximately \$4.3 million dollars at a state share of 66.7% and a student share of 33.3%. If the share percentages were switched to a state share of 33.3% and a student share of 66.7%, the FY2020 general fund budget for dual credit would be approximately \$2.1 million, which results in an equivalent amount of general fund savings.

⁵² Actual expenditures, as provided by the South Dakota Department of Education and displayed in Figure 1, are slightly different than the amounts indicated in the "Current Funding Share: State 66.7%/Student 33.3%."

Consideration 4: Dual credit student eligibility is based on income level.

The Board of Regents and the four technical institutes recommend that an opportunity for growth or change in the dual credit program is to focus on expanding access to dual credit courses for low-income students. BOR states, "The [dual credit] program requires a substantial investment by the legislature and the public university system in order to fund the discounted tuition. However, there are still high school students and families for whom the student portion of the tuition payment (currently \$48.33/credit hour) is out of reach. Low income students/families do not receive the same benefit from the [dual credit] program as do other students/families."⁵³ All four of the technical institutes echo BOR's sentiments.⁵⁴ As identified in the socioeconomic analysis of dual credit participants, low-income students are underrepresented in the program, meaning 16% of all dual credit participants are economically disadvantaged, compared with about 29% of all eligible students.

Other states utilize an approach for dual credit that targets low-income students. For example, Nebraska's Access College Early Scholarship Program (ACE) allows scholarships for qualified low-income students to enroll in college courses through dual credit. The criteria for the scholarship includes participation in the Free or Reduced-Price Lunch program, an extreme hardship that affects family income, or participation in a designated Career Education Program as established by the Nebraska Department of Education.⁵⁵

Consideration 5: State general funds are not utilized to pay for courses in which credit is not earned.

Between the fall of 2014 and the summer of 2018, dual credit students did not earn credit for 2,123 courses due to either failing the course or withdrawing after the deadline.⁵⁶ One consideration would be to eliminate state funding for courses when credit is not earned. Table 21 identifies the cost per year to the state for these courses.⁵⁷

Iowa has a similar policy where the student is responsible for the cost of the course if the individual receives a failing grade or otherwise does not receive credit. Implementing a similar policy would have resulted in \$615,884 in total savings to the state.

Table 21: State Funds Spent on Courses without Credit Earned					
	2014-2015	2015-2016	2016-2017	2017-2018	Total
State Share	\$105.00	\$96.67	\$96.67	\$96.67	
Number of Courses	328	525	520	750	2,123
Number of Credits	980.5	1533.5	1537	2235.5	6286.5
State Dollars Spent	\$102,953	\$148,243	\$148,582	\$216,106	\$615,884

⁵³ South Dakota Board of Regents response to Legislative Research Council questionnaire, July 27, 2019.

⁵⁴ Lake Area Technical Institute, Mitchell Technical Institute, Southeast Technical Institute, and Western Dakota Technical Institute response to Legislative Research Council questionnaire, August 2, 2019.

⁵⁵ Nebraska's Coordinating Commission for Postsecondary Education, "Access College Early Scholarship 2017-2018 Year-End Report," January 24, 2019, https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/ACE_2017-18.pdf.

⁵⁶ Included in this total are courses with a grade of F or Remedial Unsatisfactory, those where students dropped or withdrew from the course after the last day to add or drop a class, and cases where the grade reported is listed as "Incomplete" or "Not Reported."

⁵⁷ In some instances, BOR bills a prorated amount for withdrawn courses; the totals are projections based on the full per credit amount.

Consideration 6: If a student fails one dual credit course, the student is not allowed to continue to participate.

The Board of Regents policy establishes continuing eligibility for the dual credit program.⁵⁸ In this policy, students who earn an "F" in a term and wish to enroll in further dual credit courses must have a grade point average of 2.5 in prior dual credit courses or must repeat the failed course after sitting out of the program for one semester. When the student repeats the failed course, the student may take additional courses provided the total credit hours do not exceed ten. There is an exception policy to this requirement where the System Vice President for Academic Affairs can approve a waiver for good cause.

The Board of Technical Education does not have a system-wide policy addressing continued eligibility in the dual credit program and leaves it up to each individual institution to establish its own policy. Both Lake Area Technical Institute and Mitchell Technical Institute require that the student's high school determine whether the student continues in the program. Southeastern Technical Institute allows students to continue as long as they are "successful," but does not have any guidelines that define success. Western Dakota Technical Institute applies its continuing eligibility policy for all students to dual credit participants.⁵⁹

Between the fall of 2014 and the summer of 2018, 1,630 students did not earn credit. Of those students, 73.4% did not take any further courses in the program. Of the students who did go on to take further courses, 27.0% did not receive credit again in at least one of their subsequent courses.

One consideration would be to disallow students who do not receive credit in a course from participating further in the dual credit program. Table 22 identifies the potential savings to the state for students who did not earn credit on a dual course and subsequently enrolled in later coursework. Implementing this policy could have resulted in savings of \$255,630 to the state.

Table 22: Subsequent Dual Credit Courses Taken by Students					
	2014-2015	2015-2016	2016-2017	2017-2018	Total
State Share	\$105.00	\$96.67	\$96.67	\$96.67	
Number of Courses	28	218	248	413	907
Number of Credits	79.5	608.5	732.5	1,217	2,637.5
State Dollars Spent	\$8,348	\$58,824	\$70,811	\$117,647	\$255,630

⁵⁸ South Dakota Board of Regents, "Academic Affairs Guidelines, Section 7.1: Dual/Concurrent Credit Administration Guidelines," revised 6/2019, https://www.sdbor.edu/administrative-offices/academics/academic-affairs-guidelines/Documents/7_Guidelines/7_1_Guideline.pdf.

⁵⁹ Lake Area Technical Institute, Mitchell Technical Institute, Southeast Technical Institute, and Western Dakota Technical Institutes' response to Legislative Research Council questionnaire, September 19, 2019.

Consideration 7: Limit course options to "basic" general education requirements with no exceptions.

The Board of Regents policy setting the course eligibility for the dual credit program provides that only general education courses may be taken unless approved under an exception.⁶⁰

One consideration would be to remove the exception within BOR policy. Exceptions have the lowest credit attainment rate of all categories at 86.7%. Table 23 identifies the state dollars that have been spent on exception courses by year. In total, \$131,929 state dollars have been spent on BOR courses that are not general education courses.

Table 23: State Funds Spent on Exceptions Courses					
	2014-2015	2015-2016	2016-2017	2017-2018	Total
State Share	\$105.00	\$96.67	\$96.67	\$96.67	
Number of Courses	57	134	77	221	489
Number of Credits	171	403	227	549	1,350
State Dollars Spent	\$17,955	\$38,958	\$21,944	\$53,072	\$131,929

The Board of Technical Education does not have a system-wide policy that establishes courses available in the dual credit program, leaving it up to each institute to determine which courses to offer.

A consideration for BOTE would be to establish some sort of policy regarding courses offered. Because of the structure of technical education programs, it would not be feasible to restrict coursework to general education courses. One option would be allowing only courses that would be completed in the first year of the specific program.

Technical institutes do have some general education courses students must complete, and often these courses are specific to the program they are taking or otherwise not transferable to BOR institutions. The technical institutes have an agreement with BOR to provide general education courses that meet BOR standards, and these courses are fully transferable.⁶¹ A policy consideration for BOTE would be to require dual credit students to take the transferable option if one is available. (Example: specific English course for students in the welding program that could not be transferred to BOR compared with ENGL 101T Composition I that is transferable to BOR and would also meet the requirements for the welding program).

⁶⁰ Unless the Board has approved an exception for a specific course per South Dakota Board of Regents response to Legislative Research Council questionnaire, July 19, 2019.

⁶¹ Articulation agreements and associated guidelines are located on the South Dakota Board of Regent's website:
<https://www.sdbor.edu/administrative-offices/academics/Pages/Articulation.aspx>.

Consideration 8: Limit the number of dual credit courses each student may take.

Currently, there are no limits to the number of dual credit courses each student can take. BOR does limit students to a maximum of ten credit hours per semester, unless approved by the dual credit contact at the specific institution. BOTE does not have any specific policies related to the maximum number of courses for dual credit students.

One consideration would be to limit the overall number of courses that students can take while in the program. Table 24 identifies different options and the potential savings to state general funds if courses were limited. For example, if students were limited to taking five courses, this would result in a savings of approximately \$777,517 in state general funds.

Table 24: Course Limitation Options				
Course Limitation	Students Exceeding Limitation	Courses Exceeding Limitation	Credits Exceeding Limitation ⁶²	State Dollars Spent ⁶³
15 courses	17	92	276	\$26,681
10 courses	104	369	1,107	\$107,014
5 courses	1,016	2,681	8,043	\$777,517

Consideration 9: State general funds are not utilized to pay for remedial courses.

Remedial courses are basic skills courses that are "intended to help unprepared students achieve a higher education credential."⁶⁴ These are courses for which the student does not earn credit towards a degree but are used to supplement college-level coursework when a subject was not mastered in high school.

The Board of Regents does not allow remedial courses through dual credit unless approved as a part of its exception process. The Board of Technical Education does not have any limitations for remedial courses and leaves it up to each institute to decide course offerings. Of the four institutes, only Western Dakota Technical Institute offers remedial courses through the dual credit program.⁶⁵ Southeast Technical Institute noted that neither remedial nor courses below the 100 level are offered through the program, but data from the Department of Education on courses taken showed a total of 72 classes below the 100 level from the institute.

One consideration would be to disallow any remedial courses through the dual credit program, since students can enroll in the related high school class at no additional cost. Table 25 identifies the number of remedial courses paid for through the dual credit program and the cost to state general funds. The state could have saved \$33,321 in state general funds by not allowing remedial coursework.

Table 25: Remedial Dual Credit Courses Taken by Year					
	2014-2015	2015-2016	2016-2017	2017-2018	Total
State Share	\$105.00	\$96.67	\$96.67	\$96.67	
Number of Courses	33	26	37	51	147
Number of Credits	66	51	84	138	339
State Dollars Spent	\$6,930	\$4,930	\$8,120	\$13,340	\$33,321

⁶² Based on an average of 3 credit hours per course.

⁶³ Using \$96.67 as the state share.

⁶⁴ Shields, Katherine A., and Laura M. O'Dwyer. "Remedial Education and Completing College: Exploring Differences by Credential and Institutional Level." *Journal of Higher Education* 88, no. 1 (January 2017): 85–109.

⁶⁵ Lake Area Technical Institute, Mitchell Technical Institute, Southeast Technical Institute, and Western Dakota Technical Institutes' response to Legislative Research Council questionnaire, September 19, 2019.

Recommendations

Recommendation 1: The Board of Regents and Board of Technical Education should set metrics and goals for matriculation, retention, and graduation rates for dual credit students.

Neither BOR nor BOTE have specific, measurable goals for the matriculation, retention, or graduation of dual credit students. Both agencies cite a goal of matriculating and retaining dual credit participants "at a higher rate" than their non-dual credit peers.⁶⁶

Standardized metrics and goals to ensure program success are especially important given the growth in enrollment in the dual credit program. By establishing metrics and goals, BOR and BOTE can engage in continuous quality improvement by evaluating the success of the program on an on-going basis and making changes as needed. Doing this will ensure that program dollars are being used effectively and students are getting the most out of the program.

Recommendation 2: The Board of Regents and Board of Technical Education should provide an annual dual credit program report to the South Dakota Legislature.

During review of the dual credit program, it was identified that there is a lack of programmatic information readily available for public consumption. It is recommended that BOR and BOTE provide an annual dual credit program report to the South Dakota Legislature, which would include, but is not limited to:

- Actual and projected program expenditures;
- Actual and projected program enrollment;
- Current and past metrics and goals;
- Progress towards goals;
- Student demographics; and
- Statistics regarding dual credit courses offered and taken.

Recommendation 3: The Board of Technical Education should work with the four technical institutes to set robust policies, procedures, and guidelines related to the dual credit program.

Currently, the Board of Technical Education does not set policies, procedures, or guidelines for the dual credit program. Citing limited statutory authority, BOTE leaves the vast majority of policies, procedures, and guidelines up to each of the four technical institutes.⁶⁷ Consequently, the four technical institutes have varying policies and procedures.

The Board of Regents approach has been to create a robust set of policies for each university to follow to ensure consistency for dual credit students and the regental institutions. Similar to BOR's approach, BOTE should work with the four technical institutes to establish a standardized set of policies and procedures to ensure consistency for the dual credit students and the technical institutes. Standard policies and procedures would allow program participants to more easily understand expectations and educators to provide consistent guidance and practice. Specific policies, procedures, and guidelines to consider include, but are not limited to:

- Enrollment requirements and procedures;
- Continuing eligibility requirements; and
- Course offerings.

⁶⁶ South Dakota Board of Technical Education and South Dakota Board of Regents response to Legislative Research Council questionnaire, August 2, 2019 and July 27, 2019, respectively.

⁶⁷ Interview with Board of Technical Education staff, August 22, 2019.

Report Limitations

Limitation 1: Inability to assess student outcome data of dual credit students in comparison to non-dual credit students with all other factors being equal.

Both matriculation and retention rates for dual credit participants are higher than their non-dual credit peers. Taken at face value, this data appears to be very promising. However, this analysis does not consider the academic skills, personal motivation, or any other factors that may impact student outcomes. In other words, all factors amongst dual credit and non-dual credit students may not be equal. For example, students who take dual credit courses may possess advanced academic skills, which would likely result in better outcomes. The Board of Regents echoes these sentiments stating, "The [dual credit] program is designed to allow enrollment by only those high school students in the upper echelon of academic ability...Consequently [dual credit] students tend to demonstrate higher academic qualifications than the general college population."⁶⁸ Other research or outcome studies on dual credit face similar limitations as noted in a journal article in the National Education Association's Thought & Action stating, "dual enrollment program cohorts were comprised of students who possessed academic skills and motivations which were more robust than the general student body. Their experience in the program would not be representative of a typical high school student."⁶⁹

⁶⁸ South Dakota Board of Regents, "South Dakota's Dual Credit Program: A Review of Data," August 7-8, 2019, https://www.sdbor.edu/the-board/agendaitems/2014AgendaItems/2019%20Agenda%20Items/August7/2_G_BOR0819.pdf.

⁶⁹ Alec Thomson, "Dual Enrollment's Expansion: Cause for Concern," National Education Association, <http://www.nea.org/home/71701.htm>.

School District Name: [Click or tap here to enter text.](#)

School District Location (city): [Click or tap here to enter text.](#)

1. Did any 11th and 12th grade students at your school district take state-subsidized dual credit courses, as defined in South Dakota Codified Law (SDCL) [13-28.37.1](#), during the 2018-2019 school year?

☐ Yes

☐ No

If you answered "No" to question 1, do not complete the rest of the survey.

If you answered "Yes" to question 1, please continue to question 2.

2. Did your school district pay any portion of the student's cost for a dual credit course(s) during the 2018-2019 school year?

☐ Yes

☐ No

If you answered "No" to question 2, move on to question 7.

3. If your school district did pay a portion of the student's cost, are there criteria related to that payment?

☐ Yes

☐ No

If yes, what are the criteria?

☐ Academic Performance/Test Scores (e.g. GPA or ACT Score)

☐ Financial Need

☐ Grade Earned in Dual Credit Course

☐ Other, please explain: [Click or tap here to enter text.](#)

4. Is there a maximum amount your school district pays for each student's dual credit course(s)?

☐ Yes

☐ No

If yes, what is the maximum amount for each student? [Click or tap here to enter text.](#)

5. Approximately how much did your school district spend in total on dual credit courses for the 2018-2019 school year?

[Click or tap here to enter text.](#)

6. Approximately how much does your school district plan to spend in total on dual credit courses for the 2019-2020 school year?

[Click or tap here to enter text.](#)

7. Did a private entity pay any portion of the student's cost for a dual credit course(s) during the 2018-2019 school year?
- ☐ Yes
- ☐ No

If you answered "No" to question 7, do not complete the rest of the survey.

8. If a private entity did pay a portion of the student's cost, are there criteria related to that payment?
- ☐ Yes
- ☐ No
- ☐ Unknown
- If yes, what are the criteria?
- ☐ Academic Performance/Test Scores (e.g. GPA or ACT Score)
- ☐ Financial Need
- ☐ Grade Earned in Dual Credit Course
- ☐ Other, please explain: [Click or tap here to enter text.](#)

9. Is there a maximum amount the private entity pays for each student's dual credit course(s)?
- ☐ Yes
- ☐ No
- ☐ Unknown
- If yes, what is the maximum amount for each student? [Click or tap here to enter text.](#)

10. Approximately how much did the private entity spend in total on dual credit courses for the 2018-2019 school year?
- [Click or tap here to enter text.](#)
- ☐ Unknown

11. Approximately how much does the private entity plan to spend in total on dual credit courses for the 2019-2020 school year?
- [Click or tap here to enter text.](#)
- ☐ Unknown

Appendix B: Regional State Information

Iowa

Program Overview

The state established the Senior Year Plus (SYP) program in 2008, which encompasses concurrent enrollment, postsecondary enrollment options (PSEO), Advanced Placement (AP), and several other options for high school students to have access to college-level courses.¹

PSEO classes are provided exclusively through postsecondary institutions and must be taught by postsecondary professors, while concurrent enrollment and other dual enrollment programs through SYP can be taught at a high school, community college, or online. Both concurrent enrollment and PSEO allow students to earn high school and postsecondary credits; however, courses under the concurrent enrollment program are ineligible for the PSEO program since school districts receive additional funding from the state for concurrent enrollment.²

Remedial courses are not permitted in any of the dual enrollment programs; career technical education courses are allowed through PSEO and the concurrent enrollment program. Students can take an annual maximum of 24 credits through SYP. PSEO is a mandatory program for all school districts to participate, while other SYP programs are voluntary for the school districts. For PSEO reporting, the Iowa Board of Regents that oversees the public four-year institutions must annually report to the general assembly with the revenue, headcount, and total credits earned through PSEO.³

Funding Methodology

PSEO does not receive any additional state funding, and school districts must pay tuition directly to the postsecondary institution in which the student is enrolled. In addition, postsecondary institutions may not charge students for textbooks, materials, or fees. The amount of tuition reimbursement must be the lesser of the actual costs of tuition, textbooks, materials, and fees directly related to the course taken by the student or \$250 per course; however, students are responsible for the course costs if they fail to complete and receive credit.

School districts do receive additional funding through a supplemental weight system that is based on the number of students in concurrent enrollment classes with additional weighing of 0.7 for career and technical courses and .46 for liberal arts and science courses.

¹ Iowa Department of Education, "Senior Year Plus Guide for Educators and Educational Administrators," revised April 2016, <https://educateiowa.gov/sites/files/ed/documents/SYP%20Guide%20for%20Educators%20and%20Ed.%20Administrators%205-3-16.pdf>

² Education Commission of the States, "Dual Enrollment – All State Profiles," updated April 2019, <http://ecs.force.com/mbdata/mbprofall2?Rep=DE19A>

³ Education Commission of the States, "Dual Enrollment – All State Profiles," updated April 2019, <http://ecs.force.com/mbdata/mbprofall2?Rep=DE19A>

Minnesota

Program Overview

Minnesota's Postsecondary Enrollment Option (PSEO) allows students enrolled in a public school, private school, or homeschool to take courses offered by Minnesota postsecondary institutions for both high school and postsecondary school credits. Under PSEO, courses are taught by postsecondary professors at postsecondary institutions or online. Concurrent enrollment courses are an option for school districts and charter schools for students; these are taught by secondary school faculty at the high school. Concurrent courses and some PSEO offered through a contract are not available to private or homeschooled students.

Secondary schools have the ability to determine the subject area in which to award the achieved PSEO credits, but schools are required to award a specific number of credits for a completed PSEO course. The conversion of postsecondary college credits to high school credits must be at least a 4:1 ratio. One year of high school credit in a district for a subject area is equivalent to at least four college credits.⁴

There is no cap on the number of postsecondary courses students can take in a year; however, there is a participation limit. A student who first enrolls in PSEO by contract or in concurrent enrollment in grade 9 may participate for four academic years. If the first enrollment is in grade 10, the student may participate for three academic years, and so on. Career and technical courses can only be taken by students in grade 10 or higher. For students in grade 10 to take a technical course, they must have demonstrated reading proficiency through an approved standardized test and then are limited to one technical course during their first semester of enrollment; if they receive a "C" grade or higher in the course, they are permitted to take additional courses in the subsequent semesters.⁵ Students are not permitted to enroll in remedial courses unless they are enrolled in a State-Approved Alternative Program (SAAP) as defined in state statute. SAAPs may apply to be an Early/Middle College Program, which allows students to take necessary remedial courses funded through PSEO.

The education commissioner must annually submit information on courses taken, disaggregated data by student subgroup, school district, and postsecondary institution, to the education committees of the legislature.⁶

Funding Methodology

For concurrent enrollment courses, individual agreements between public school boards and public or private postsecondary institutions set forth the costs and arrangements. Minnesota statute sets the rate for PSEO, shown in the table below.

2016-2017	2017-2018	2018-2019
\$132.40 / quarter credit	\$135.24 / quarter credit	\$138.15 / quarter credit
\$198.60 / semester credit	\$202.86 / semester credit	\$207.22 / semester credit

⁴ Minnesota Department of Education, "Postsecondary Enrollment Options (PSEO) Reference Guide," updated August 2019, <https://education.mn.gov/MDE/fam/dual/pseo/>.

⁵ Minnesota Code § 124D.09, "Postsecondary Enrollment Options Act," (2019) <https://www.revisor.mn.gov/statutes/cite/124D.09>

⁶ Minnesota Department of Education, "Postsecondary Enrollment Options (PSEO) Reference Guide," updated August 2019, <https://education.mn.gov/MDE/fam/dual/pseo/>.

For a student earning both high school and postsecondary credit or just high school credit, the state uses a formula set in statute to reimburse universities.⁷ An institution may not charge a student for fees, textbooks, materials, support services, or other necessary costs, except for equipment purchased by the student that becomes the property of the student.⁸

Postsecondary institutions will not be paid for a student who withdraws during the first 14 days of the term or who has been absent from the postsecondary institution for the first 15 consecutive school days and is not receiving instruction in the home or hospital; however, the state rather than the student is responsible for the payment of any failed classes.⁹

The state prevents paying for students who participate in PSEO twice through a requirement where students must give up one regular secondary course at the high school per PSEO course taken. By PSEO statute, the student must be less than full time to be included in the general education formula. District and charter school staff track each public school PSEO student, detailing the credit-bearing high school courses. Using this information, the student's general education revenue is calculated. For example, out of a typical seven course load, a student who takes three high school and four PSEO courses generates 3/7 of the student allocation in the general education formula.¹⁰

Montana

Program Overview

Montana's dual enrollment program offers both concurrent courses and early college courses, which are taught by a postsecondary instructor on campus or online for dual or college credit only, depending on faculty qualifications and the local agreement with the secondary school. The Montana University System (MUS) provides the structure, function, and management of MUS dual enrollment programs. Based on MUS guidelines, community colleges are primarily responsible to provide dual enrollment opportunities.¹¹

Beginning in the fall of 2018, the state also implemented "One-Two-Free," a two-year pilot program that offers two free dual enrollment courses for up to six credits through MUS to all eligible high school students. Students can take a variety of coursework, including core and workforce courses.¹²

Both the dual enrollment and One-Two-Free programs allow students to take Career Technical Education courses, while remedial courses are not permitted. There are no statutory or policy caps on credits students can take through the dual enrollment program. The dual enrollment program is optional for school districts. Program quality through evaluation is outlined in the Montana University System Operational Guidelines for Dual Enrollment and Other Postsecondary Educational Opportunities and currently monitored by the Office of the Commissioner of Higher Education.¹³

⁷ Minnesota Code § 124D.09, "Postsecondary Enrollment Options Act," (2019)

<https://www.revisor.mn.gov/statutes/cite/124D.09>

⁸ Minnesota Code § 124D.09, "Postsecondary Enrollment Options Act," (2019)

<https://www.revisor.mn.gov/statutes/cite/124D.09>

⁹ Minnesota Department of Education, "Postsecondary Enrollment Options (PSEO) Reference Guide," updated August 2019,

<https://education.mn.gov/MDE/fam/dual/pseo/>.

¹⁰ Minnesota Department of Education, "Postsecondary Enrollment Options (PSEO) Reference Guide," updated August 2019,

<https://education.mn.gov/MDE/fam/dual/pseo/>.

¹¹ Montana University System, "Operational Guidelines for Dual Enrollment and Other Secondary-Postsecondary Credit Opportunities," September 2010.

¹² Montana University System, "One Two Free." <https://mus.edu/one-two-free/FAQ.html#>.

¹³ Montana University System, "Operational Guidelines for Dual Enrollment and Other Secondary-Postsecondary Credit Opportunities," September 2010.

Funding Methodology

The One-Two-Free program is funded by MUS. Once a student has completed courses made available at no tuition cost through One-Two-Free, the student pays the course tuition at a discounted rate, unless another arrangement is made between the school board, with a private foundation, or using grants or other sources.

All MUS institutions have a common tuition approach for students in the dual enrollment program, established by a directive from Montana's Commissioner of Higher Education. The rate is half of the resident two-year tuition with no mandatory or other fees, with the exception of course fees if applicable. In 2019, the tuition cost ranged from \$50 to \$80 per credit. The state does not contribute any funds. For students and parents, there is some financial assistance available through grants.¹⁴

Montana's House Bill 387 created advanced educational opportunity programs, including courses, exams, and experiential or online learning opportunities, through qualifying schools. The bill appropriated \$750,000 from the general fund for FY2021, and a school board may apply with a plan to design an advanced educational program for students in grades 6 through 12. The school districts are permitted to use funding from this bill to cover the student cost of dual enrollment programs.¹⁵

Nebraska

Program Overview

In Nebraska, dual enrollment refers to any courses taught to high school students for which the students receive both secondary and postsecondary credit, including concurrent courses. Each Nebraska postsecondary and secondary institution must establish dual enrollment arrangements as they deem appropriate. Locations, course offerings, and cost for these courses vary by postsecondary institution. The primary location for offering dual enrollment courses is at the high school using secondary school faculty as the course instructor. In May 2019, the three public postsecondary systems agreed on five principles the dual enrollment program shall follow.¹⁶

Funding Methodology

Each postsecondary college or university sets its own rate for dual enrollment courses. As shown in the table below, some institutions set rates per course and others per credit. Most colleges and universities require students to purchase materials and pay necessary fees.

	University of Nebraska Omaha	Wayne State College	Concordia University Nebraska
2018-2019 Cost	\$250 / Course	\$49 / Credit	\$90 / Credit

The state provides funding for dual enrollment courses through scholarships for students who meet income requirements. The Access College Early (ACE) scholarship is for qualified high school students to enroll in college courses from Nebraska universities either through dual enrollment or early enrollment agreements. For 2017, the ACE scholarship was funded with \$965,300 in state general funds appropriated by the Nebraska Legislature. The scholarship pays for a maximum of three dual enrollment courses per

¹⁴ Montana University System, "Operational Guidelines for Dual Enrollment and Other Secondary-Postsecondary Credit Opportunities," September 2010.

¹⁵ Montana Advanced Opportunity Act, 2019 (MT), <https://leg.mt.gov/bills/2019/BillHtml/HB0387.htm>

¹⁶ Nebraska's response to Legislative Research Council questionnaire, September 5, 2019.

year, and scholarships are awarded until funds have been exhausted.¹⁷ The ACE scholarship is currently the only funding through the state to postsecondary schools for dual enrollment program.

North Dakota

Program Overview

North Dakota's dual credit program offers classes taught by high school or postsecondary instructors at various locations, including high school or online. The state's Early Entry Program is provided on postsecondary campuses. Although students may earn postsecondary credits through this program, there is no assurance of corresponding high school equivalent credits.

There is no policy regarding the maximum number of courses a student can take in one academic year, but each postsecondary institution set its own caps. For example, North Dakota State University allows students to take up to two courses per semester while the University of North Dakota allows up to 15 credits total.¹⁸ Students are permitted to take technical education and remedial courses; because there are more affordable options for students to take remedial courses, it is rare they are taken through the Early Entry Program.¹⁹

Funding Methodology

Dual credit programs are offered at two reduced rates, depending on whether the high school or postsecondary institution provides the instruction. Both are less than what a typical college freshman would pay for the same class. The cost of full tuition for Early Entry participants vary by postsecondary institution. Some universities, including North Dakota State University, require students to pay full tuition, while others, such as Mayville State University and Dickinson State University, offer a significantly discounted rate. For Mayville State University, the dual credit rate is \$137.48 per credit while the regular in-state tuition is \$277.79 per credit.²⁰

There are no formal reporting requirements for colleges related to the dual enrollment program because the state's longitudinal data system populates a public-facing dashboard that details dual enrollment courses taken and enrollment by postsecondary institution, high school, and course for the last ten years. The oversight of dual credit programs is provided by the North Dakota University System. The Early Entry Program also requires students to pay for all fees, textbooks, materials, equipment, and other necessary charges to postsecondary schools. There are currently no statewide scholarships available for any dual enrollment programs.²¹

¹⁷ Nebraska's Coordinating Commission for Postsecondary Education, "Access College Early Scholarship 2017-2018 Year-End Report," January 24, 2019, https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/ACE_2017-18.pdf.

¹⁸ North Dakota State University, "Early Entry Program," https://www.ndsu.edu/fileadmin/admission/Forms/Early_Entry.pdf

¹⁹ North Dakota University System response to Legislative Research Council questionnaire, August 15, 2019.

²⁰ Mayville State University, "College Tuition Breakdown," <https://mayvillestate.edu/paying-school/tuition-fees/>

²¹ North Dakota University System response to Legislative Research Council questionnaire, August 15, 2019.

Wyoming

Program Overview

Wyoming's postsecondary education enrollment options offer two programs: concurrent enrollment and dual enrollment. Concurrent enrollment courses are taught by a secondary teacher approved as community college adjunct faculty, and teaching the course is part of their duties as district employees. These courses are only offered at the high school. Dual enrollment credit is given to high school students who complete college-level courses taught by postsecondary instructors and after the school district agrees to allow students to earn high school credits. These courses can be taught at the postsecondary institution or online.²²

Although the state does not have any policies regarding remedial or developmental courses, students are permitted to take career technical education courses, and there are no state limits on the number of credits a student can enroll for dual credit. For evaluation, the Wyoming Community College Commission must compile student enrollment, completion, and outcome information for dual and concurrent enrollment programs in collaboration with Department of Education.²³

Funding Methodology

Per Wyoming statute, if there is a concurrent and dual enrollment agreement between the postsecondary institution and the school district, students cannot be charged for courses, textbooks, materials, or fees. As a part of the agreement, the school districts pay costs directly to the postsecondary institutions. There are no provisions in the statute for postsecondary schools to offer discounted rates for this program; as a result, school districts pay the full postsecondary tuition rate to postsecondary institutions in many cases.²⁴ School districts do not receive any additional state funding specifically for the dual enrollment program.

²² Wyoming Department of Education response to Legislative Research Council questionnaire, August 8, 2019.

²³ Education Commission of the States, *"Dual Enrollment – All State Profiles,"* updated April 2019, <http://ecs.force.com/mbdata/mbprofall2?Rep=DE19A>.

²⁴ Wyoming Code § 21-20-201, *"The Boards of Cooperative Educational Services Act,"* <https://wyoleg.gov/statutes/compress/title21.pdf>



— STATE OF SOUTH DAKOTA —
OFFICE OF THE GOVERNOR
KRISTI L. NOEM | GOVERNOR

November 8, 2019

2019 Executive Board
South Dakota Legislative Research Council
500 East Capitol Avenue
Pierre, SD 57501

Representative Haugaard and Members of the Executive Board,

Thank you for the opportunity to discuss South Dakota's dual credit program and the benefits it has shared with our students and the state since its inception five years ago. Your review of the program was timely. The five-year mark allows us to look at what's working well. And we can identify areas where changes can be made to better support our young people while making good use of the state's investment.

The program is a successful investment in our next generation. It offers our juniors and seniors a wide variety of advanced courses that jumpstart their college career. They build confidence in their ability to succeed at the postsecondary level at a reasonable cost. Exploring career options is still possible before they must make significant life decisions. For some, the program has even accelerated completion of a college degree, allowing them to enter the workforce and contribute to South Dakota as taxpaying citizens early in their adult lives.

As we consider the program, we must keep sight on why the program was designed as it is:

- **Tuition buy-down:** The reduced tuition dual credit program is first and foremost a tuition buy-down for students. The rate our higher education institutions charge is a negotiated portion of their regular rate. Beyond that, the state supports students in their ability to pay that rate (students pay 33.3%, the state 66.7%). High school students are not eligible for federal financial aid. The split of student and state investments balances students having a personal stake in their success while making the program financially accessible. Unlike many states, our students can choose any of our public higher education institutions and access college courses at a common rate.
- **Advanced course options:** The dual credit program allows our juniors and seniors to take advanced coursework that benefits both their high school transcript and their entry into college programs. This alleviates students having a 'slack' senior year when they have taken all their required courses for graduation. It also compliments what many schools have the ability to offer with their limited number of high school faculty. Our small schools do not have the ability to decrease their teachers' workloads when a portion of their juniors and seniors take dual credit courses.

- **Introduce South Dakota universities and technical institutes:** Before they enroll in higher education as college students, our dual credit students have experience with our public higher education institutions. They see their opportunities in the state and become familiar with the many worthwhile degree programs available here.
- In addition, our dual credit students build confidence in their abilities to succeed with postsecondary coursework and they see paths to in-demand careers here in South Dakota. As your data shows, these students are more likely to enroll in higher education following high school graduation and continue in their college education compared to their non-dual credit peers.

The growth model shown in the report anticipates the program growing in cost for several more years. The actual course taking patterns we have seen from students in FY19 and at the start of FY20 suggest the program has possibly hit a natural saturation point and may not reach the projections in the report.

Significant growth could happen if a mid- to large-sized school who offers Advanced Placement (AP) coursework instead of dual credit changes their approach. To our knowledge, schools in that situation are not planning to change their offerings.

There are two points in the report that I do not agree with:

1. The report references the notion that the dual credit program double funds schools. This view is a misunderstanding of the purpose of the appropriation. The program is designed to support high school students launching into postsecondary coursework through a buy-down on their tuition cost. The funding is not intended to displace courses or teachers in high schools.

Many of our school districts have one high school teacher for English. One for math. One for social studies. One for science. Sometimes one teacher instructs in multiple subject areas. It is not realistic to think that having a small number of students take a dual credit course in a single content area will reduce the course load of a teacher in the high school.

Even in the limited instances where high schools have a large enough mass of students to offer a full section of a dual credit course at their school, they are investing staff time to administer the program and support students in their studies. Changing the funding model would likely deter schools from making dual credit an option for their students. Let's keep in mind the tremendous benefit dual credit gives our kids. I commend those schools who have used their student allocation dollars or private donations to cover the costs of students enrolling in dual credit courses.

2. Students have access to both general education and technical education courses through the program. The report suggested slimming down to only offer "basic" general education courses. South Dakota has significant workforce needs which we must continue to address. When high school students can explore career options before they have to commit to major life decisions in college, it is to our advantage to introduce them to in-demand industries like healthcare, education, manufacturing, computer science, engineering, and construction so they can try their options out and make choices they feel confident in and proud of.

The report highlighted two things that I agree should change immediately:

- It was noted that students have taken some courses that were not listed in the selection of available courses through the Department of Education's (DOE) dashboard at some point. This should not be happening. Enrollment in and state payment for courses should only be allowed for those on the dual credit dashboard.
- Four of our 10 institutions have offered courses below the 100 level at some point in the program's history. This means that some students have taken courses through the program that did not result in college credits. The dual credit program should not include remedial coursework. Remedial supports should be (and are) offered at the high school level.

The reduced tuition dual credit program is an excellent opportunity for our young people. There are now more than 10,000 South Dakota students who have launched into their postsecondary education with credits before they were officially college students. By nearly all measures in the report, these students were better off in their high school and college education for having completed dual credit.

Our next generation of community leaders, entrepreneurs, skilled employees, professionals, and innovators are in our classrooms. The dual credit program lends to their ability to seek a college education and career here in South Dakota. Let's continue to make dual credit a priority.

Sincerely,



Kristi Noem, Governor

800 Governors Drive
Pierre, SD 57501-2235

T: 605.773.3134
F: 605.773.6139
www.doe.sd.gov

November 18, 2019

Members of the Executive Board and the Legislative Research Council,

Thank you for providing this opportunity to review and discuss the high school dual credit program.

The High School Dual Credit Program (HSDC) benefits South Dakota students and their families, school districts, and higher education institutions. In addition, HSDC advances community and economic development in South Dakota. While the benefits of HSDC are far reaching, the following are specifically impactful: 1) accelerates college and career readiness, 2) expands needed diversity in course offerings to South Dakota students and school districts, 3) promotes enrollment in South Dakota's public higher education institutions, and, lastly, 4) increases access to higher education by decreasing costs.

First, dual credit's impact on accelerating college and career readiness is evidenced through the Department of Education's latest data. South Dakota students met the 2023 goal for college English readiness *this year* and Math readiness is nearly at the 2023 goal. Dual credit opportunities are part of the reason we have seen this progress. Additionally, as reflected in this report and affirmed by reports published by both the Board of Regents and Board of Technical Education, dual credit students are starting college and being retained at higher rates than their peers who are not engaging in dual credit.

Second, HSDC enables students and South Dakota school districts to access more diverse and advanced course offerings that accelerate a student's pathway to and through postsecondary education. Through these advanced course offerings, dual credit students receive direct exposure to the rigor and expectations of postsecondary coursework at an earlier point in their education. Additionally, the public universities and technical institutes strategically offer both general education and career and technical education (CTE) courses that directly apply to program of study requirements in postsecondary degree programs. The combination of general education and CTE enables students to develop a firm start to their postsecondary degree alongside exposure to career opportunities.

Third, dual credit opportunities promote enrollment in South Dakota's public higher education institutions. A hallmark of HSDC, which differentiates our model from other states, is the promotion of actual postsecondary courses taught by university and technical institute faculty. In other states, dual credit programs emphasize coursework taught by high school teachers. Because of the use of postsecondary faculty, students engaging in dual credits more readily connect with South Dakota university and technical institute faculty as well as the higher education institutions themselves. This direct exposure increases the likelihood students will enroll in state at South Dakota's universities and technical institutes. Once students are

enrolled, they are more likely to stay in South Dakota after completing their postsecondary degree to meet the state's urgent workforce demand.

Fourth, HSDC decreases the cost of higher education for students and their families. The report's projections suggest that the program will greatly increase in costs over the next few years. However, we have seen the costs stabilize and real enrollment behavior indicates the program is reaching a natural plateau within the participating school districts. We also believe that more context is necessary to understand what students and schools receive for the state's investment of \$96.67 per credit hour. Students receive low-cost college credit, vast course options otherwise unavailable in most districts, and opportunities to realize readiness for and confidence to persist through postsecondary programs, all of which frequently occurs on top of taking a full slate of high school coursework. In turn, high schools invest time and resources into overseeing students' coursework, working with postsecondary institutions, and serving as college advisors to help students decide and register for appropriate coursework. The \$145 per credit cost of the high school dual credit program involves much time and energy on behalf of postsecondary institutions, parents, students, and high schools.

As you review the information highlighted in this study, consider the information in the report related to similar programs in other states. We are convinced the core components of South Dakota's program make it superior.


We are eager to continue discussions on policy that will ensure the program's continued viability. By working together with the Legislature, the Department of Education, Board of Technical Education, and Board of Regents can refine the existing program to ensure that the state receives the maximum benefit for the financial investment for the financial investment while continuing to provide high-quality dual credit opportunities for South Dakota's next generation.

Thank you again for this opportunity and we look forward to continuing this important discussion.

Respectfully,



Benjamin F. Jones, Ph.D.
Secretary, Department of
Education



Nick Wendell
Executive Director, Board of
Technical Education



Paul B. Beran, Ph.D.
Executive Director, Board of
Regents

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – H

DATE: December 11-12, 2019

SUBJECT

Enrollment Trends in the University System – Fall 2019

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

A more comprehensive analysis that further aggregate Fall Enrollment data for the Regental system has been provided to the Board of Regents during the past four years ([December 2015](#), [December 2016](#), [October 2017](#), and [December 2018](#) BOR meetings). The updated report provides the most recent data for the Fall 2019 enrollments in the Regental system comparing data for both on- and off-campus courses. In addition to this comprehensive system report, individual campus reports are also prepared and shared with campus leadership. Each of these individual reports can be found at the links reference below for the Fall 2019 term.

- [Black Hills State University](#)
- [Dakota State University](#)
- [Northern State University](#)
- [South Dakota School of Mines & Technology](#)
- [South Dakota State University](#)
- [University of South Dakota](#)

IMPACT AND RECOMMENDATIONS

This report offers an in-depth analysis of university system fall enrollment data from 2008 to 2019. While annual fall enrollment reports already provide summary-level information about student enrollment in the Regental system, this report draws special attention to several key trends observed in system enrollment data in recent years. Findings suggest that enrollment transitions that currently are underway in the university system already have begun to reshape the basic composition of the Regental student body, and consequently may have a significant impact on university programming and resource allocation.

(Continued)

INFORMATIONAL ITEM

Both headcount and FTEs showed slight decreases this year. The headcount for the system fell by 1,217 students from a year ago, and FTEs decreased by 789 over the same period. Both headcount and FTEs have declined by approximately 5 percent since Fall 2010.

ATTACHMENTS

Attachment I – Special Data Analysis: Enrollment Trends in the University System



*** Special Data Analysis ***

Enrollment Trends in the University System

System-wide fall enrollment totals have remained relatively stable over the last ten years, with a slight decline over the last two years. This overall stability, however, has masked significant changes in the type and location of students that make up those totals. This report provides an in-depth look at those enrollments, showing how the system has undergone a series of crucial transitions. These transitions have significant implications from program delivery to system finance.

Analysis

Overall Enrollment

Headcount enrollment and full-time equivalent (FTE) enrollment are the university system's two primary measures of student enrollment.¹ Table 1 displays the university system's official headcount and FTE figures, as reported in SDBOR Fact Book publications. In general, both enrollment measures appear to reflect considerable stability since 2010.²

Table 1
University System Enrollment

	Headcount	FTEs
Fall 2008	32,943	24,926
Fall 2009	33,779	25,468
Fall 2010	36,440	26,625
Fall 2011	36,103	26,719
Fall 2012	36,430	26,468
Fall 2013	36,365	26,782
Fall 2014	36,532	26,736
Fall 2015	36,439	26,684
Fall 2016	36,531	26,599
Fall 2017	36,662	26,634
Fall 2018	35,737	26,093
Fall 2019	34,520	25,304
Δ Since 2010 (Percent)	-5.3	-5.0
Δ Since 2010 (Number)	-1,920	-1,321

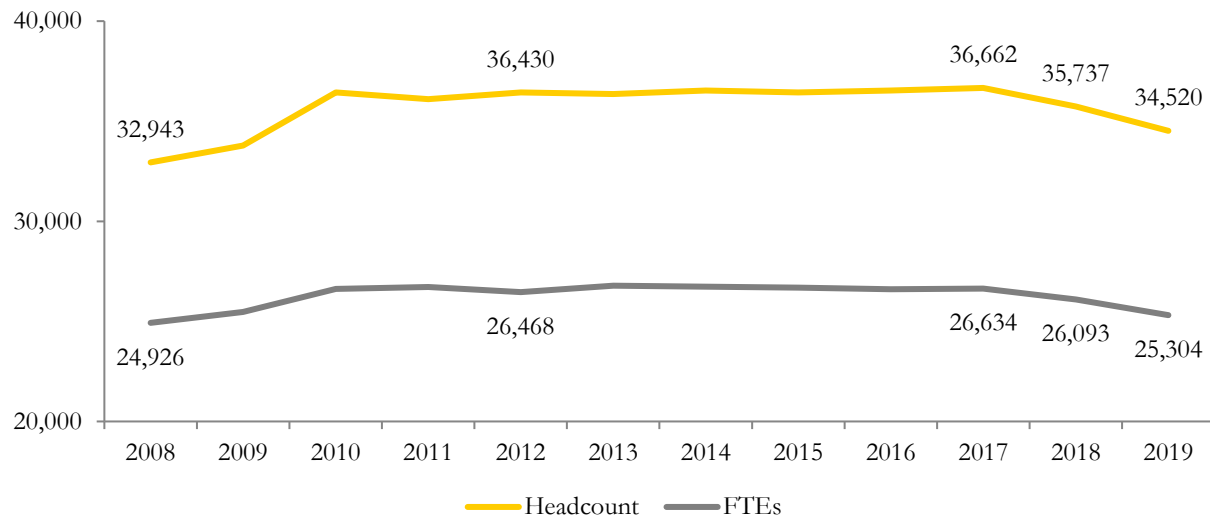
All three enrollment measures displayed in Table 1 and Figure 1 show a similar pattern of moderate escalation during the economic recession, followed by a prolonged plateau from 2010 to 2017, with a

¹ All data for this analysis are sourced from census date enrollment extracts provided by Regents Information Systems.

² The year 2010 is used for comparison due to its position at the beginning of the university system's recessionary enrollment surge.

slight drop in 2018 and again in 2019.³ But while it appears from these figures that system enrollments have been relatively stable since 2010, this apparent stability owes not to an actual pattern of “holding steady,” but to the counterbalanced, contrary trending of several large student subgroups.

Figure 1
University System Enrollment



Enrollment by University

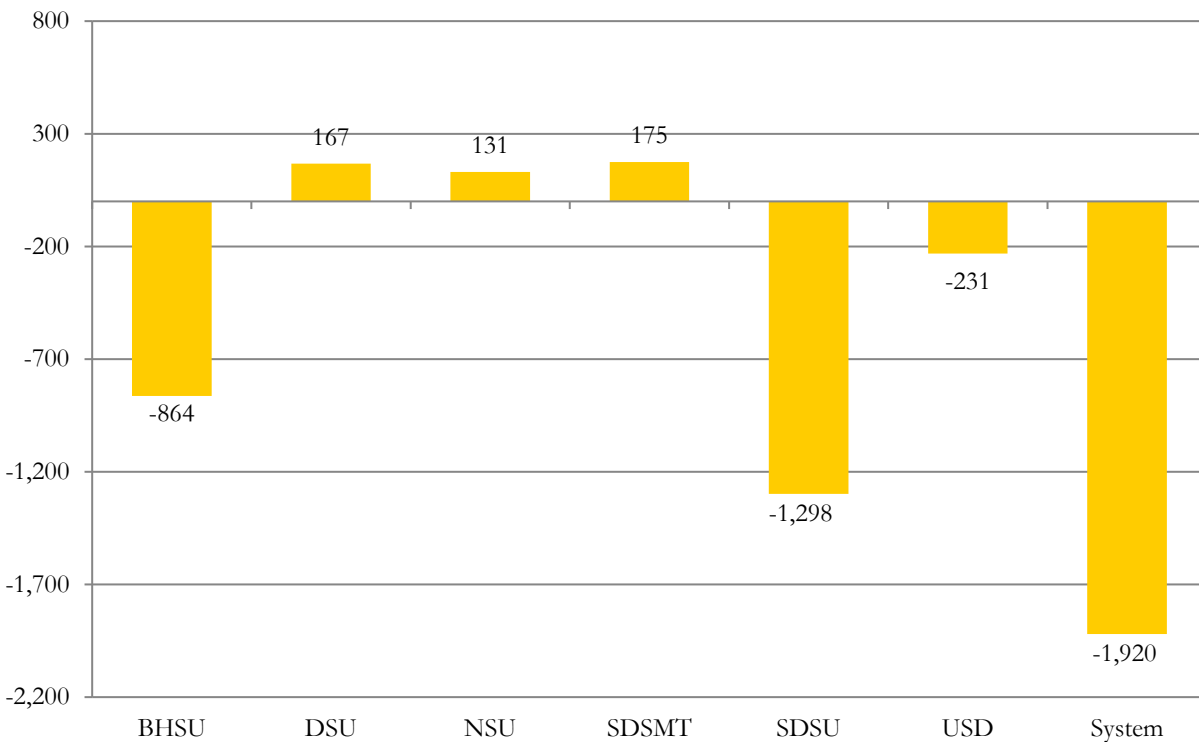
When system-wide totals are disaggregated by institution, significant differences in enrollment trends are evident. As shown in Table 2, enrollment patterns have indeed varied considerably by university in recent years. While DSU, NSU, and SDSMT have experienced net gains since 2010, BSHU, SDSU, and USD – the system’s three largest institutions – have lost enrollments over the same period. On the whole, however, system-level enrollments have only declined slightly as a result of these offsetting institutional differences.

Table 2
University Headcount

	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	4,722	3,101	3,296	2,354	12,816	10,151	36,440
Fall 2011	4,415	3,102	3,580	2,311	12,725	9,970	36,103
Fall 2012	4,407	3,110	3,622	2,424	12,583	10,284	36,430
Fall 2013	4,464	3,129	3,343	2,640	12,554	10,235	36,365
Fall 2014	4,489	3,047	3,580	2,798	12,557	10,061	36,532
Fall 2015	4,395	3,145	3,496	2,843	12,589	9,971	36,439
Fall 2016	4,244	3,190	3,587	2,859	12,613	10,038	36,531
Fall 2017	4,178	3,307	3,611	2,778	12,527	10,261	36,662
Fall 2018	4,035	3,382	3,493	2,654	12,107	10,066	35,737
Fall 2019	3,858	3,268	3,427	2,529	11,518	9,920	34,520
Δ Since 2010 (Percent)	-18.3	+5.4	+4.0	+7.4	-10.1	-2.3	-5.3
Δ Since 2010 (Number)	-864	+167	+131	+175	-1,298	-231	-1,920

³ For the sake of readability, this report will focus mainly on headcount enrollment as a measure of student enrollment. Comparable full-time equivalent enrollment tables are presented in Appendix A.

Figure 2
Change in University Headcount, 2010-2019



These data illustrate one way in which system-level totals have appeared to remain stable despite considerable institutional fluctuation. The sections below will address several other forms of offsetting enrollments in the university system, some of which may rightly prompt deeper reflection about university system's broader enrollment trajectory.

Enrollment by Location

Another dimension of enrollment change shows the way students now avail themselves of university system offerings. Tables 3a and 3b display the same headcount figures shown in Table 2, but after disaggregation by enrollment type. In this approach, headcount enrollments are split into two separate categories: (1) on-campus at a given university, and (2) off-campus at a given university.⁴ The "on-campus" category includes all students taking at least one face-to-face course at a given main campus; the "off-campus" category includes all other enrolled students. With respect to growth since 2010, differences between these two categories are immediately evident.

⁴ These categories are mutually exclusive and cumulative; added together, they sum to the same headcount figures presented in SDBOR Fact Book publications. Students are assigned to levels in ascending hierarchical fashion, meaning that a student taking courses both on-campus and off-campus will be counted as an on-campus student.

Table 3a
University Headcount, On-Campus

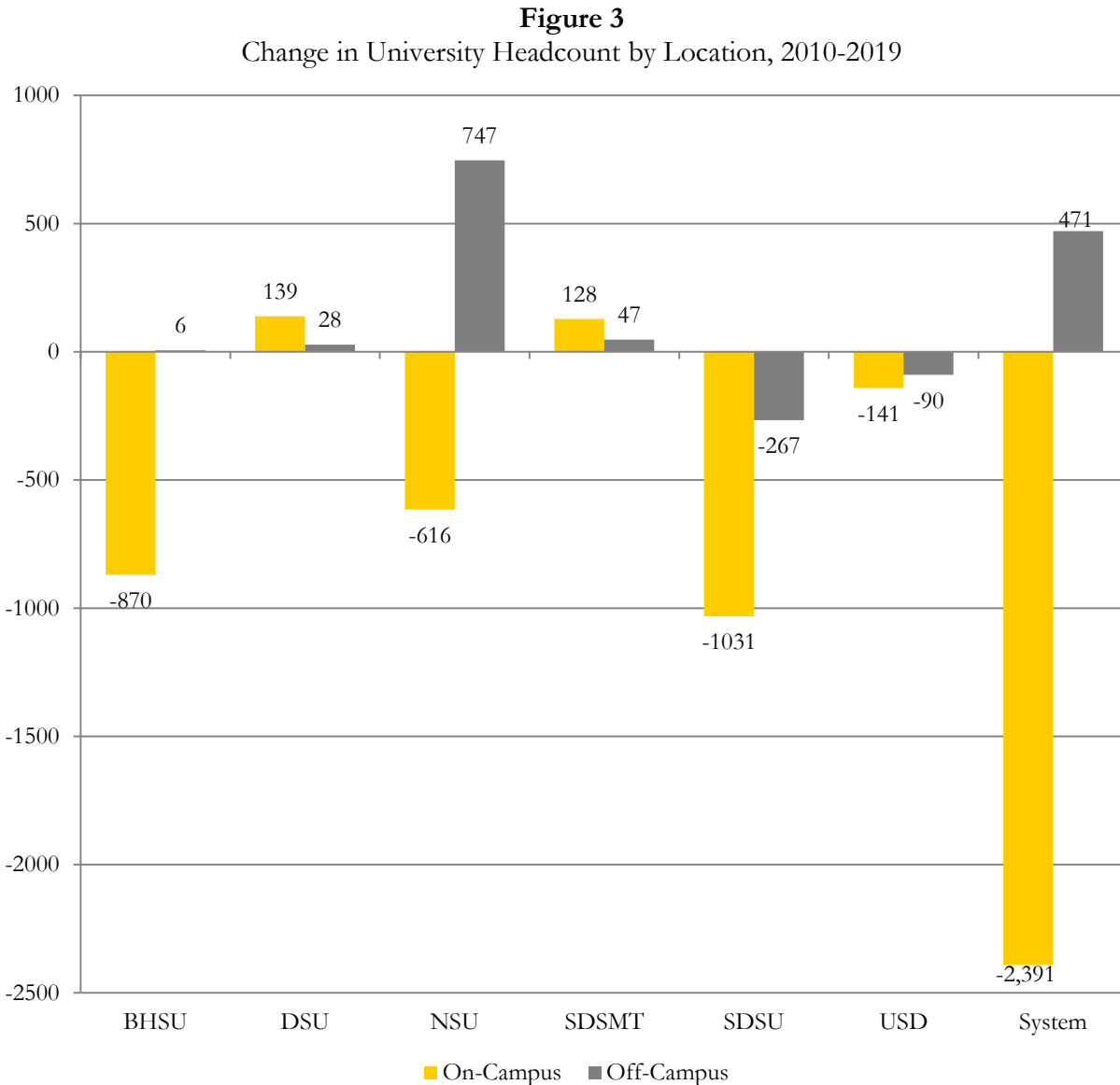
	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	2,681	1,289	2,033	2,324	10,142	6,112	24,581
Fall 2011	2,547	1,300	2,044	2,284	10,001	6,029	24,205
Fall 2012	2,446	1,278	1,913	2,368	9,779	6,116	23,900
Fall 2013	2,398	1,289	1,932	2,586	9,865	6,122	24,192
Fall 2014	2,211	1,241	1,742	2,739	9,900	6,112	23,945
Fall 2015	2,162	1,316	1,620	2,759	9,820	6,180	23,857
Fall 2016	2,073	1,303	1,557	2,748	9,836	6,149	23,666
Fall 2017	2,040	1,342	1,490	2,647	9,735	6,063	23,317
Fall 2018	1,933	1,342	1,475	2,558	9,334	6,036	22,678
Fall 2019	1,811	1,428	1,417	2,452	9,111	5,971	22,190
Δ Since 2010 (Percent)	-32.5	+10.8	-30.3	+5.5	-10.2	-2.3	-9.7
Δ Since 2010 (Number)	-870	+139	-616	+128	-1,031	-141	-2,391

Table 3b
University Headcount, Off-Campus

	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	2,041	1,812	1,263	30	2,674	4,039	11,859
Fall 2011	1,868	1,802	1,536	27	2,724	3,941	11,898
Fall 2012	1,961	1,832	1,709	56	2,804	4,168	12,530
Fall 2013	2,066	1,840	1,411	54	2,689	4,113	12,173
Fall 2014	2,278	1,806	1,838	59	2,657	3,949	12,587
Fall 2015	2,233	1,829	1,876	84	2,769	3,791	12,582
Fall 2016	2,171	1,887	2,030	111	2,777	3,889	12,865
Fall 2017	2,138	1,965	2,121	131	2,792	4,198	13,345
Fall 2018	2,102	2,040	2,018	96	2,773	4,030	13,059
Fall 2019	2,047	1,840	2,010	77	2,407	3,949	12,330
Δ Since 2010 (Percent)	+0.3	+1.5	+59.1	+157	-10.0	-2.2	+4.0
Δ Since 2010 (Number)	+6	+28	+747	+47	-267	-90	+471

These figures underscore a growing gap between on-campus and off-campus enrollments in the university system, particularly at certain universities. Since 2010, the university system has sustained over a 9 percent loss in on-campus headcount while at the same time experiencing an offsetting 4 percent gain in off-campus headcount. Overall, these data indicate a slow but steady decline in on-campus students in the public university system. At BHSU and NSU in particular, on-campus headcount enrollments have fallen more than 30 percent since 2010. In Fall 2019, three universities enroll more off-campus students than on-campus students.

Figure 3 provides a visual representation of the numeric changes presented above. It is clear from these data that – despite maintaining roughly unchanged totals – system-level enrollment totals have shifted appreciably toward off-campus offerings. Compounded over time, these changes will profoundly transform the operational demands of the public universities.



Enrollment by Residency

Stemming in part from state budgetary constraints, a declining pool of high school graduates, new institutional and non-institutional competitors, and an improving economy, postsecondary institutions of all kinds currently face unprecedented pressure to explore and cultivate new student markets. These enrollment pressures have – in South Dakota and elsewhere – resulted in a new emphasis on recruiting students from other states. Consequently, university system enrollment counts have begun to reflect the ever-increasing presence of out-of-state students enrolling the state’s public universities.

In 2010, there were roughly 25,800 South Dakota residents and 10,600 non-residents enrolled in the university system (see Tables 4a and 4b). By 2019, the resident figure had fallen by 17 percent to roughly 21,400 while the non-resident figure had risen by 23.6 percent to over 13,000. In total, it appears that the university system has shed more than 4,417 South Dakota residents since 2010, a loss of 17.1 percent. This shift has been especially prominent at particular universities. Figure 4 (next page) shows these data graphically, and reinforces the pronounced expansion of out-of-state students in the university system.

Table 4a
University Headcount, Residents

	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	3,742	2,429	2,425	1,374	8,537	7,333	25,840
Fall 2011	3,455	2,361	2,500	1,301	8,297	6,823	24,737
Fall 2012	3,405	2,317	2,706	1,282	7,923	6,884	24,517
Fall 2013	3,434	2,277	2,510	1,325	7,613	6,701	23,860
Fall 2014	3,404	2,128	2,786	1,384	7,449	6,609	23,760
Fall 2015	3,317	2,121	2,664	1,378	7,404	6,447	23,331
Fall 2016	3,190	2,107	2,767	1,353	7,141	6,562	23,120
Fall 2017	3,138	2,102	2,834	1,300	7,083	6,795	23,252
Fall 2018	3,003	2,187	2,756	1,250	6,758	6,662	22,616
Fall 2019	2,834	1,958	2,711	1,124	6,297	6,499	21,423
Δ Since 2010 (Percent)	-24.3	-19.4	+11.8	-18.2	-26.2	-11.4	-17.1
Δ Since 2010 (Number)	-908	-471	+286	-250	-2,240	-834	-4,417

Table 4b
University Headcount, Non-Residents

	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	980	672	871	980	4,279	2,818	10,600
Fall 2011	960	741	1,080	1,010	4,428	3,147	11,366
Fall 2012	1,002	793	916	1,142	4,660	3,400	11,913
Fall 2013	1,030	852	833	1,315	4,941	3,534	12,505
Fall 2014	1,085	919	794	1,414	5,108	3,452	12,772
Fall 2015	1,078	1,024	832	1,465	5,185	3,524	13,108
Fall 2016	1,054	1,083	820	1,506	5,472	3,476	13,411
Fall 2017	1,040	1,205	777	1,478	5,444	3,466	13,410
Fall 2018	1,032	1,195	737	1,404	5,349	3,404	13,121
Fall 2019	1,024	1,310	716	1,405	5,221	3,421	13,097
Δ Since 2010 (Percent)	+4.5	+94.9	-17.8	+43.4	+22.0	+21.4	+23.6
Δ Since 2010 (Number)	+44	+638	-155	+425	+942	+603	+2,497

Figure 4
Change in University Headcount by Residency, 2010-2019

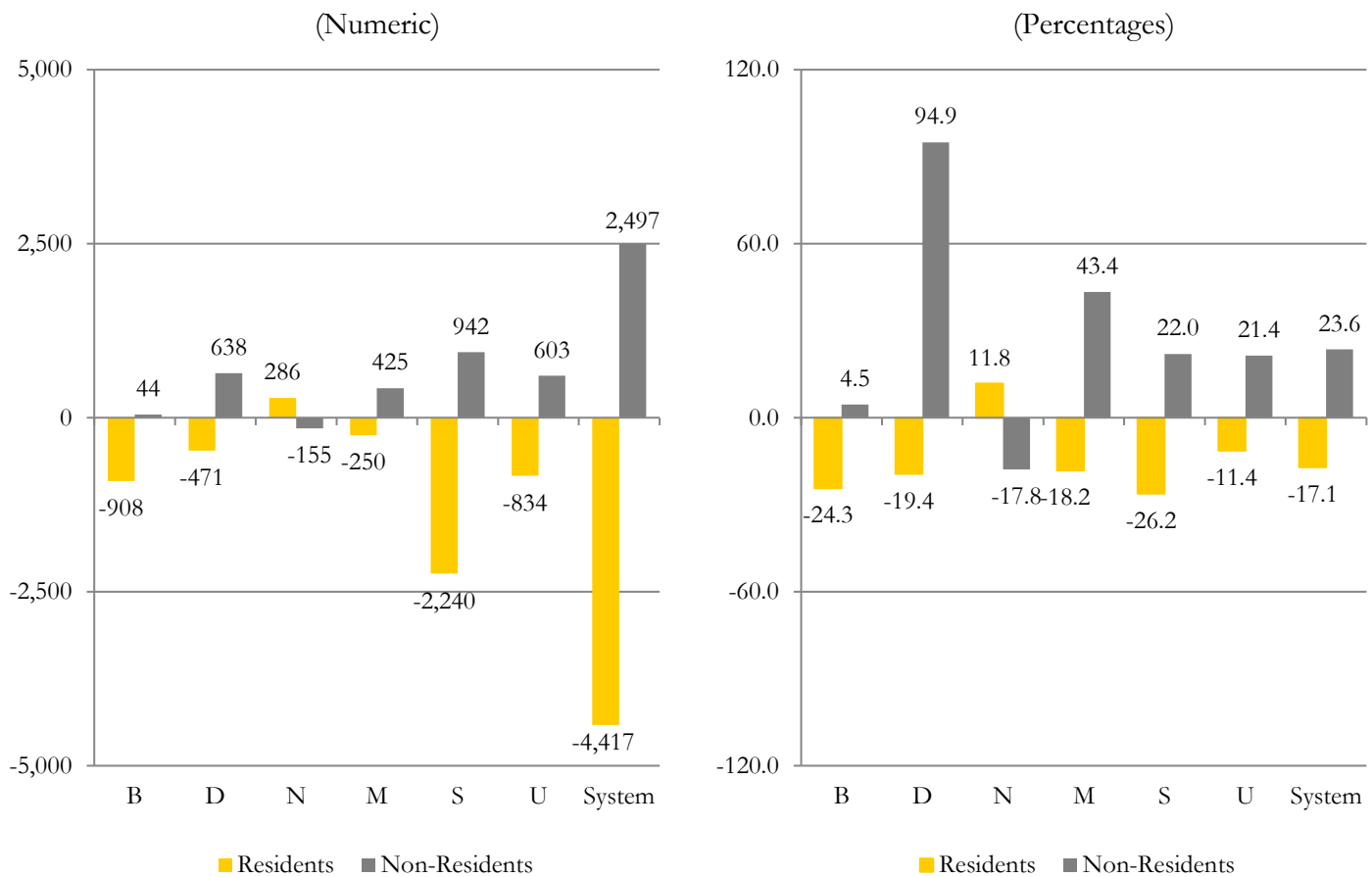


Table 5 shows a comparative summary of these two factors (location and residency) for 2010 and 2019. This cross-tabulation indicates that virtually all of the South Dakota residents lost since 2010 have been students taking at least one on-campus course. Despite this cavernous segmentation of the student population, system totals have only decreased slightly during that time.

Table 5
University System Headcount by Location and Residency, 2010-2019

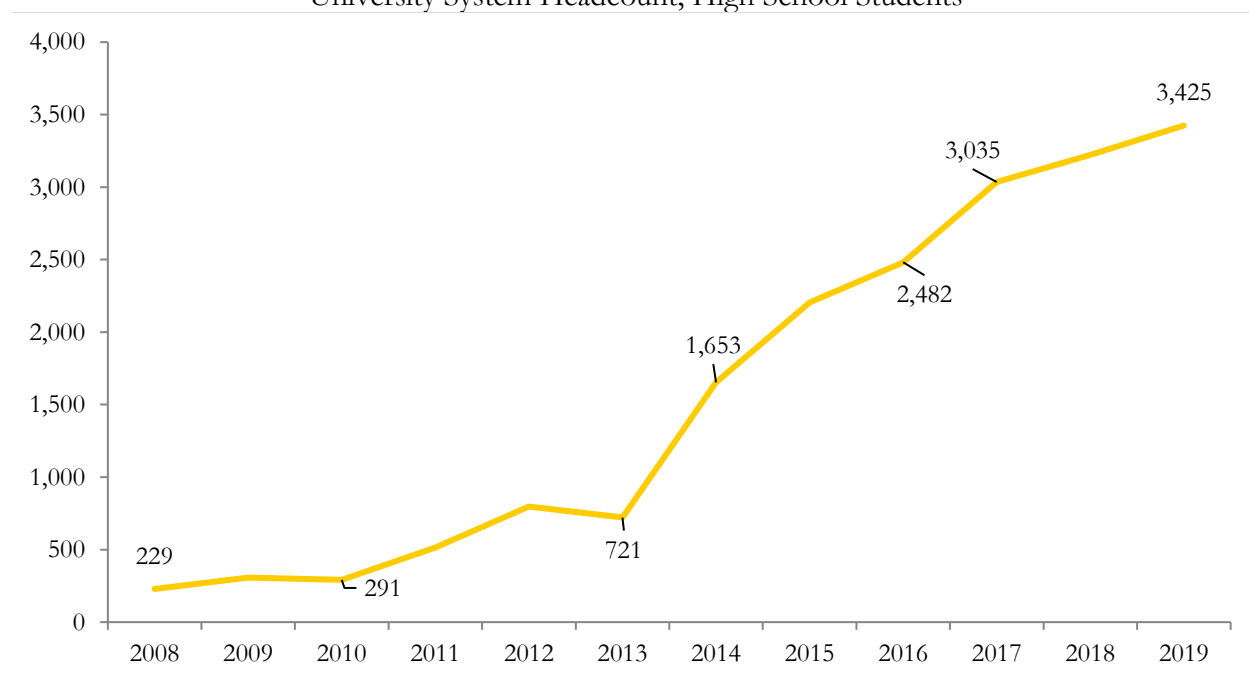
	2010	2019	Gain (n)	Gain (p)
Residents, On-Campus	16,009	11,969	-4,040	-25.2
Residents, Off-Campus	9,831	9,454	-377	-3.8
Non-Residents, On-Campus	8,572	10,221	+1,649	+19.2
Non-Residents, Off-Campus	2,028	2,876	+848	+41.8
Total	36,440	34,520	-1,920	-5.3

Enrollments by High School Students

A final transition occurring in university enrollments relates to high school students. Whether through concurrent enrollment, dual credit enrollment, or by other means, high school students in South Dakota may enroll in credit-bearing university courses at any Regental university. Fueled mainly by new legislative funding for dual credit offerings beginning in 2014, the university system has experienced a meteoric rise in enrollments by high school students.

Figure 5 illustrates university system enrollments by high school students over the course of the last decade. Since 2010 alone, high school enrollments in the university system have grown by over 1,000 percent, a net gain of over 3,100 students. Even since the start of the high school dual credit program in 2014, high school enrollments have grown by nearly 1,800 students, an increase of 107 percent.

Figure 5
University System Headcount, High School Students



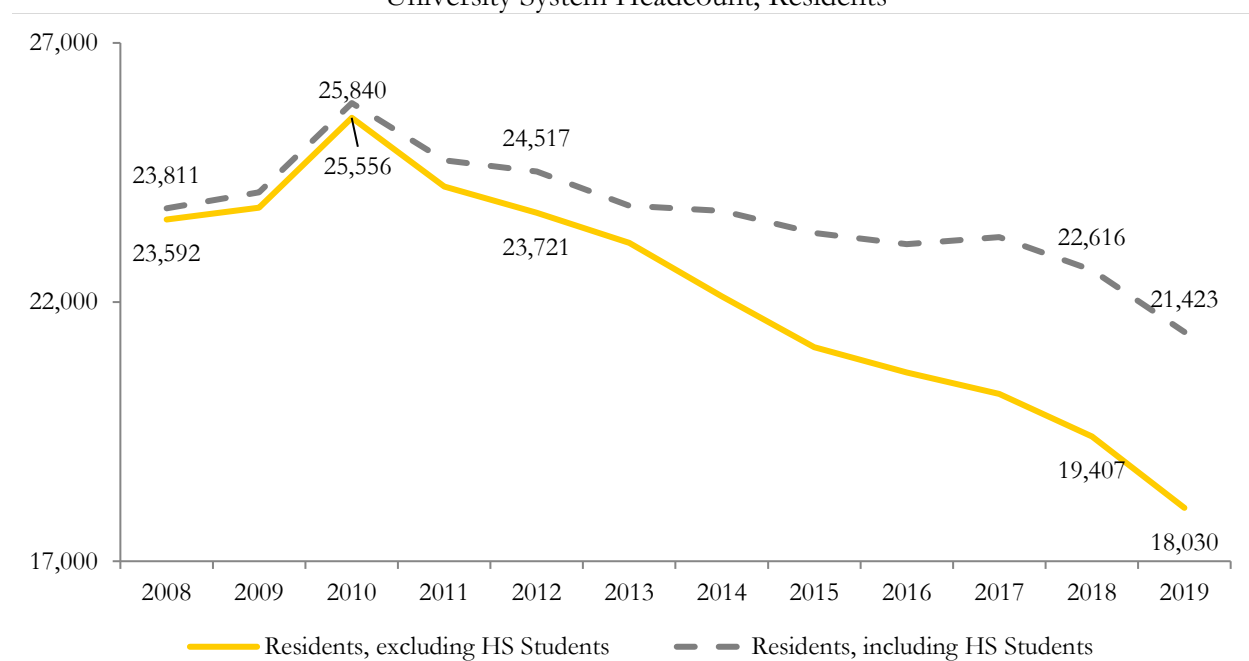
This rise in high school student enrollments has sustained university system headcounts that otherwise would have fallen significantly since 2010. Table 6 displays headcount trends for high school students, non-high school students, and all students. While high school enrollments rose by 1,077 percent over this period, all other enrollments fell by 14 percent. Again, in spite of this crucial shift, overall enrollment counts show only a slight downward trend.

Table 6
University System Headcount, High School Students

	High School Students	All Other Students	Total Students
Fall 2010	291	36,149	36,440
Fall 2011	515	35,588	36,103
Fall 2012	798	35,632	36,430
Fall 2013	721	35,644	36,365
Fall 2014	1,653	34,879	36,532
Fall 2015	2,204	34,235	36,439
Fall 2016	2,482	34,049	36,531
Fall 2017	3,035	33,627	36,662
Fall 2018	3,222	32,515	35,737
Fall 2019	3,425	31,095	34,520
Δ Since 2010 (Percent)	+1,077.0	-14.0	-5.3
Δ Since 2010 (Number)	+3,134	-5,054	-1,920

One final graphic shows the combined effect of this rise in high school enrollments and the aforementioned decline in South Dakota resident enrollments. More specifically, Figure 6 displays historical trends for resident enrollments after excluding high school students. These data indicate that – sans high school students – university system resident headcounts have fallen by over 7,500 students since 2010 alone, a drop of 29.4 percent, or over 800 students per year. These trends imply a dramatic reconstitution of the Regental student body, and have clear implications for the university system’s capacity to affect macro-level change in the South Dakota labor force.

Figure 6
University System Headcount, Residents



Appendix A

Supplementary FTE Tables

The above report focuses on headcount enrollment – which measures enrollment *coverage* – as its primary measure of interest. However, full-time equivalent enrollment – which measures enrollment *intensity* – is another important indicator of student participation in the university system. Accordingly, each table presented in the main report (except Table 1) is reproduced below with full-time equivalent enrollment data.

Table A1
University System Enrollment
(*Not shown; same as main report*)

Table A2 University FTE							
	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	3,241	1,708	2,097	1,997	10,512	7,069	26,625
Fall 2011	3,135	1,746	2,202	1,982	10,421	7,234	26,719
Fall 2012	3,036	1,728	2,157	2,070	10,153	7,325	26,468
Fall 2013	3,062	1,741	2,128	2,235	10,220	7,396	26,782
Fall 2014	2,920	1,740	2,144	2,391	10,180	7,362	26,736
Fall 2015	2,882	1,859	1,995	2,405	10,141	7,401	26,684
Fall 2016	2,825	1,897	1,953	2,394	10,130	7,400	26,599
Fall 2017	2,806	1,989	1,930	2,327	10,108	7,473	26,634
Fall 2018	2,646	2,037	1,913	2,197	9,802	7,496	26,093
Fall 2019	2,521	2,063	1,817	2,156	9,403	7,344	25,304
Δ Since 2010 (Percent)	-22.2	+20.8	-13.4	+8.0	-10.5	+3.9	-5.0
Δ Since 2010 (Number)	-720	+355	-280	+159	-1,109	+275	-1,321

Table A3a
University FTE, On-Campus

	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	2,265	1,098	1,740	1,971	8,957	5,360	21,391
Fall 2011	2,116	1,072	1,769	1,956	8,652	5,348	20,912
Fall 2012	1,949	1,048	1,625	2,028	8,254	5,290	20,193
Fall 2013	1,904	1,034	1,607	2,189	8,281	5,296	20,311
Fall 2014	1,734	1,010	1,473	2,335	8,310	5,283	20,144
Fall 2015	1,683	1,046	1,374	2,340	8,125	5,328	19,897
Fall 2016	1,630	1,053	1,287	2,317	8,095	5,224	19,606
Fall 2017	1,577	1,089	1,231	2,248	8,051	5,153	19,349
Fall 2018	1,494	1,067	1,221	2,131	7,756	5,179	18,848
Fall 2019	1,398	1,159	1,146	2,116	7,518	4,977	18,314
Δ Since 2010 (Percent)	-38.3	+5.6	-34.1	+7.4	-16.1	-7.1	-14.4
Δ Since 2010 (Number)	-867	+61	-594	+145	-1,439	-383	-3,077

Table A3b
University FTE, Off-Campus

	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	976	610	352	25	1,555	1,708	5,226
Fall 2011	1,019	674	415	26	1,768	1,884	5,786
Fall 2012	1,088	680	524	43	1,898	2,034	6,266
Fall 2013	1,158	706	520	46	1,938	2,100	6,469
Fall 2014	1,186	730	671	56	1,869	2,079	6,590
Fall 2015	1,199	812	621	65	2,016	2,072	6,786
Fall 2016	1,195	844	666	77	2,034	2,176	6,991
Fall 2017	1,229	900	700	79	2,057	2,320	7,284
Fall 2018	1,152	970	691	66	2,046	2,316	7,241
Fall 2019	1,122	904	671	40	1,884	2,367	6,988
Δ Since 2010 (Percent)	+15.0	+48.2	+90.6	+60.0	+21.2	+38.6	+33.7
Δ Since 2010 (Number)	+146	+294	+319	+15	+329	+659	+1,762

Table A4a
University FTE, Residents

	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	2,477	1,295	1,425	1,104	6,809	4,870	17,980
Fall 2011	2,399	1,278	1,487	1,062	6,624	4,788	17,639
Fall 2012	2,266	1,227	1,470	1,045	6,155	4,716	16,879
Fall 2013	2,266	1,206	1,468	1,071	6,012	4,732	16,754
Fall 2014	2,114	1,159	1,505	1,135	5,835	4,706	16,455
Fall 2015	2,069	1,207	1,356	1,107	5,747	4,657	16,143
Fall 2016	2,010	1,223	1,354	1,083	5,488	4,700	15,859
Fall 2017	2,000	1,215	1,354	1,049	5,449	4,781	15,849
Fall 2018	1,865	1,258	1,370	985	5,197	4,779	15,454
Fall 2019	1,761	1,208	1,291	927	4,899	4,606	14,692
Δ Since 2010 (Percent)	-28.9	-6.7	-9.4	-16.0	-28.1	-5.4	-18.3
Δ Since 2010 (Number)	-716	-87	-134	-177	-1,910	-264	-3,288

Table A4b
University FTE, Non-Residents

	BHSU	DSU	NSU	SDSMT	SDSU	USD	System
Fall 2010	765	413	672	892	3,704	2,199	8,645
Fall 2011	736	468	715	920	3,797	2,445	9,081
Fall 2012	770	500	686	1,025	3,998	2,609	9,589
Fall 2013	796	535	661	1,164	4,209	2,664	10,028
Fall 2014	806	580	639	1,256	4,345	2,656	10,282
Fall 2015	814	652	639	1,298	4,394	2,744	10,541
Fall 2016	815	674	600	1,311	4,642	2,700	10,741
Fall 2017	806	774	576	1,277	4,659	2,692	10,784
Fall 2018	781	779	543	1,212	4,605	2,717	10,637
Fall 2019	760	855	527	1,230	4,504	2,738	10,614
Δ Since 2010 (Percent)	-0.7	+107.0	-21.6	+37.9	+21.6	+24.5	+22.8
Δ Since 2010 (Number)	-5	+442	-145	+338	+800	+539	+1,969

Table A5

University System FTE by Location and Residency, 2010-2019

	2010	2019	Gain (n)	Gain (p)
Residents, On-Campus	13,799	10,344	-3,455	-25.0
Residents, Off-Campus	4,175	5,077	+902	+21.6
Non-Residents, On-Campus	7,593	9,134	+1,541	+20.3
Non-Residents, Off-Campus	1,051	3,315	+2,264	+215.4
Total	26,618	27,870	+1,252	+4.7

Table A6

University System FTE, High School Students

	High School Students	All Other Students	Total Students
Fall 2010	75	26,550	26,625
Fall 2011	140	26,579	26,719
Fall 2012	223	26,245	26,468
Fall 2013	207	26,575	26,782
Fall 2014	447	26,289	26,736
Fall 2015	595	26,089	26,684
Fall 2016	695	25,904	26,599
Fall 2017	861	25,772	26,634
Fall 2018	894	25,198	26,093
Fall 2019	945	24,359	25,304
Δ Since 2010 (Percent)	+1,160.0	-8.3	-5.0
Δ Since 2010 (Number)	+870	-2,191	-1,321

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – I
DATE: December 11-12, 2019

SUBJECT

Graduate Debt Analyses

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

This briefing reviews two recent national reports on student debt. Attachment I presents data which recently were published by the Institute for College Access and Success (TICAS) on two major debt indicators for bachelor's degree completers at four-year institutions in South Dakota and the nation. Attachment II provides a basic overview of federal student loan default rate data from the US Department of Education.

IMPACT AND RECOMMENDATION

This analysis provides a closer examination of student debt data used in the TICAS report.

ATTACHMENTS

Attachment I – Student Debt in South Dakota (Special Data Analysis)

Attachment II – Federal Student Loan Default Rates (Special Data Analysis)

INFORMATIONAL ITEM



*** Special Data Analysis ***

Student Debt in South Dakota

In September 2019, the Institute for College Access and Success (TICAS) issued a new annual report on the educational indebtedness of graduates from American four-year institutions.¹ TICAS data for the graduating class of 2018 indicate that 57 percent of students completing four-year degrees in the United States graduated with debt, with an average debt load of more than \$29,000 for those with loans.² For students graduating from South Dakota institutions in 2018, these figures were approximately 72 percent and \$32,000, respectively. South Dakota ranked higher (i.e., worse) than most other states on both measures. This analysis provides a closer examination of student debt data used in the TICAS report.

Analysis

It is important to note that the data used in the TICAS report reflect only a portion of all colleges and universities in the United States. TICAS uses unaudited student debt data voluntarily supplied by postsecondary institutions to *Peterson's Undergraduate Financial Aid and Undergraduate Database*. In addition, only public and private nonprofit four-year institutions granting bachelor's degrees are included in the TICAS analysis. In South Dakota, the most recent TICAS analysis included data for only five institutions: DSU, USD, Augustana University, Mount Marty College, and the University of Sioux Falls.³ With this caveat in mind, Table 1 depicts basic student debt data as presented in the most recent TICAS report:

Table 1
South Dakota Student Debt, Class of 2018

Average debt of students with loans:	\$31,895
National rank:	11 th highest
Percent of graduates with debt:	72%
National rank:	2 nd highest

¹ The TICAS *Class of 2018* report is available at <https://ticas.org/wp-content/uploads/2019/09/classof2018.pdf>. The Institute for College Access and Success is an independent, nonpartisan, nonprofit organization that conducts policy analysis and advocacy work in higher education.

² Unless otherwise noted, figures include bachelor's degree completers at public or private nonprofit four-year institutions only.

³ Graduates from these institutions accounted for 40 percent of the state's total bachelor's degree recipients.

That South Dakota is depicted as having the second-highest rate of graduate debt in the nation is unsettling. Table 2 provides historical perspective on these measures, showing average debt load, debt rate, and respective state ranks, as summarized in each edition of the TICAS annual report.⁴ These data indicate that South Dakota persistently has been identified as a high-debt state. Not surprisingly, these unwelcome outcomes likely owe in part to the state's historic lack of a robust need-based scholarship program.

Table 2
South Dakota Student Debt by Cohort

Cohort	Average Debt	National Rank	Percent with Debt	National Rank
2005	\$19,939	8	78	1
2006	\$21,446	11	83	1
2007	\$22,730	10	85	1
2008	\$22,636	17	83	1
2009	\$23,581	17	78	1
2010	\$23,171	25	75	1
2011	\$24,232	25	76	2
2012	\$25,121	28	78	1
2013	\$25,750	29	72	2
2014	\$26,023	31	69	6
2015	\$29,364	17	73	2
2016	\$31,362	7	75	2
2017	\$31,275	12	74	1
2018	\$31,895	11	72	2

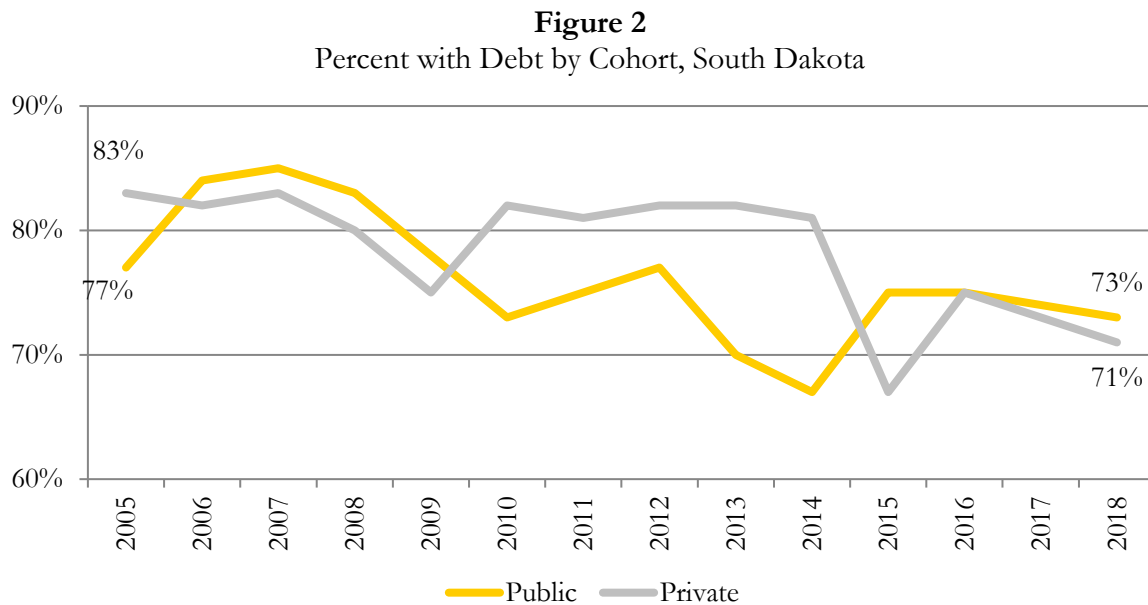
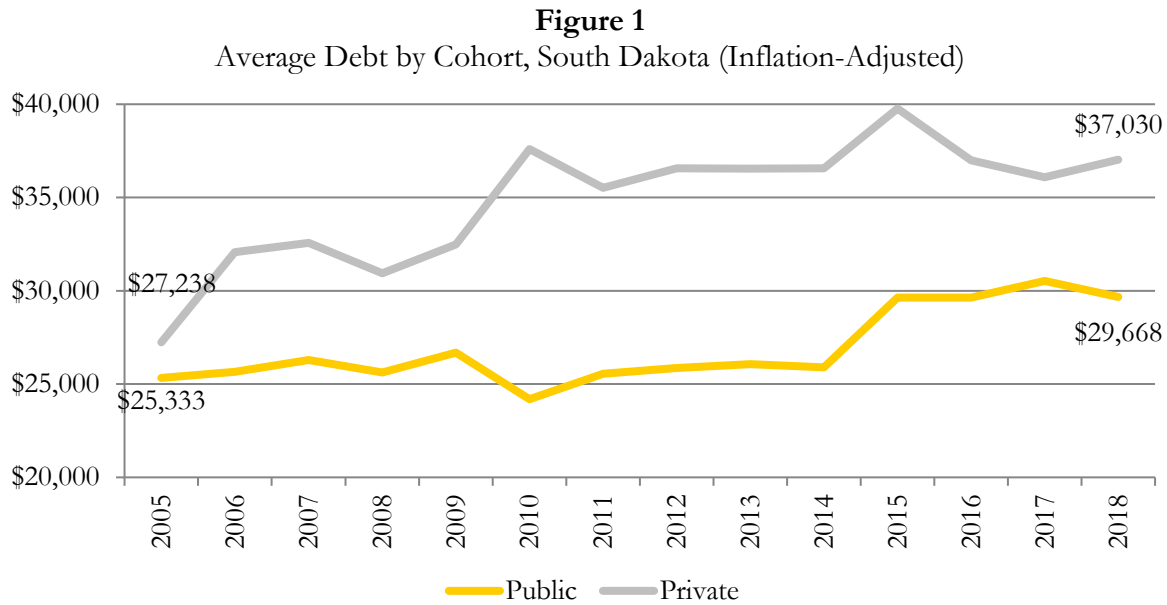
Note: For both "rank" columns, high values are preferred to low values.

Figures 1 and 2 (next page) provide debt trends for two institutional sectors in South Dakota: public four-year institutions and private (nonprofit) four-year institutions.⁵ It can be seen that – even after adjusting for inflation – the state's public four-year sector has seen a pattern of increasing student debt loads over time. This sector also has supplanted the private nonprofit sector as the higher (of these two sectors) with respect to "percent with debt" rates.

Note that data for public four-year institutions in South Dakota were not reported by TICAS in 2015-16 due to insufficient data. To maintain chart continuity, 2014-15 values are carried forward to 2015-16 in all four graphs shown below.

⁴ TICAS cautions against comparing year-to-year figures directly, as institutional comparison groups or methodological technicalities may change from year to year. Figures are presented here simply to highlight the state's relative performance in each of TICAS's annual reports. Average debt figures shown in Table 2 are not adjusted for inflation.

⁵ All data presented in the following charts were generated from queries of the TICAS data system, accessible at <http://college-insight.org/#explore/go>. All average debt values shown in the following graphs are displayed in constant 2018 dollars.

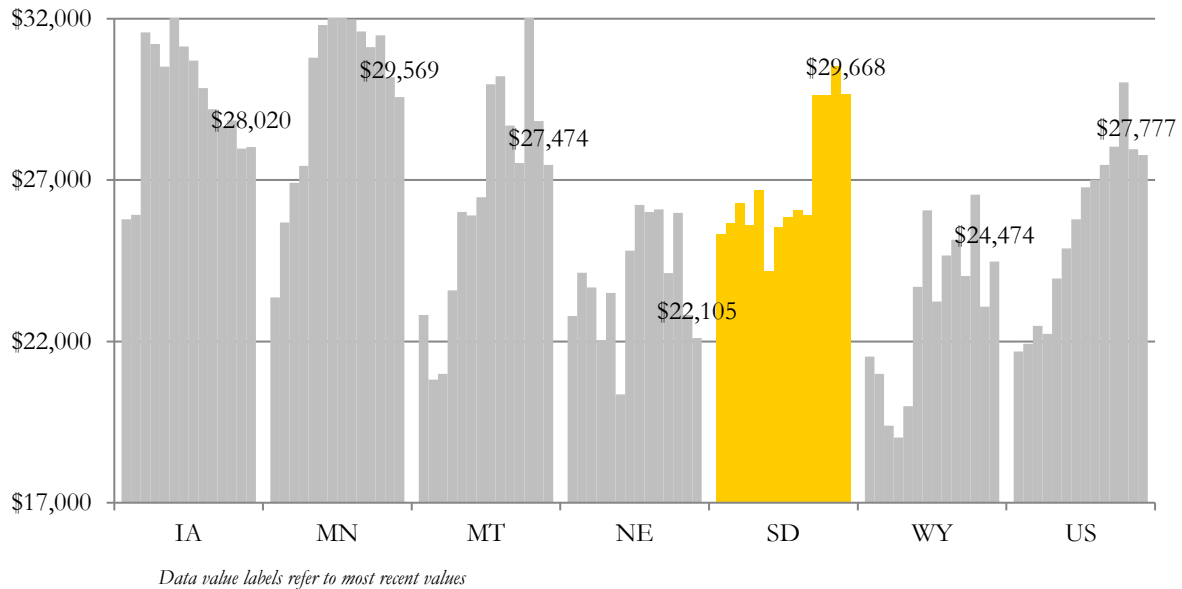


Figures 3 and 4 provide historical data from public four-year institutions in other states.⁶ Figure 3 indicates that South Dakota now stands as the highest-debt state among all regional neighbors. Similarly, Figure 4 is suggestive of a continued high rate of debt among South Dakota graduates in comparison with graduates from neighboring states.

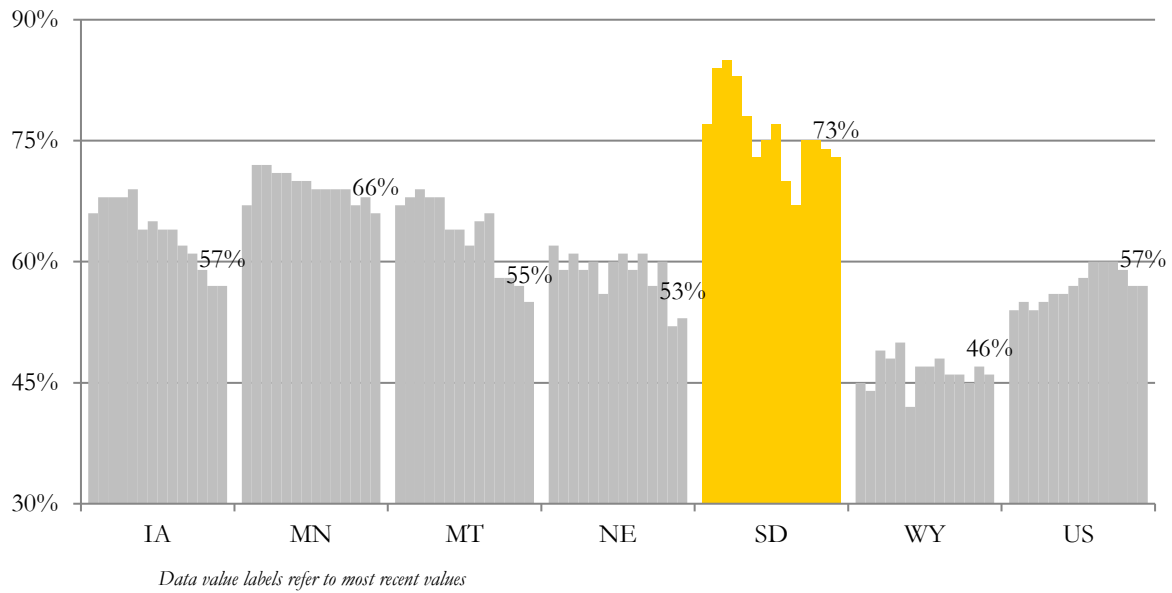
⁶ Values for North Dakota are not shown due to a lack of reported data in recent years.

Figure 3

Average Debt by Cohort, Public Four-Year Institutions (Inflation-Adjusted)

**Figure 4**

Percent with Debt by Cohort, Public Four-Year Institutions





*** Special Data Analysis ***

Federal Student Loan Default Rates

Each year, the US Department of Education (USDOE) releases data on federal student loan default rates. Three-year default rates refer to *the percentage of federal student loan borrowers entering repayment in a given fiscal year who default on their loans by the end of the second following fiscal year*. Across all institutional types, the FY2016 national cohort (those students entering repayment during FY2016) generated a three-year loan default rate of 9.6 percent, compared to a rate of 10.1 percent recorded by the FY2015 cohort.⁷

The FY2016 three-year default rate for all South Dakota colleges and universities was 10.5 percent (down from 12.7 percent last year), ranking 34th lowest among all US states (MA was lowest, at 5.7 percent; NV was highest, at 18.6 percent). Over the last three years, South Dakota's public universities have tended to record default rates well below those of the state's private, proprietary, and technical institutions (see Table 1). Across these three cohorts, SDSMT generated the lowest average default rate (4.2 percent), followed by SDSU (4.6 percent), USD (5.1 percent), DSU (7.0 percent), BHSU (8.7 percent), and NSU (8.8 percent).

Table 1
Postsecondary Loan Default Rates (SD)
(Percentages)

Institution Type	2014	2015	2016	3-Year Avg.
Private	6.5	5.3	4.2	5.4
Proprietary	23.7	23.3	19.7	22.2
Regental	6.1	6.1	5.4	5.9
Technical	13.4	11.6	9.3	11.4
All Types	13.4	12.7	10.5	12.2

Table 2 shows additional default data in three-year average format. South Dakota's average default rate across the 2014-2016 cohorts was 12.2 percent; this was somewhat higher than the analogous national average of 10.2 percent. After segmenting these results by institutional type, it can be seen that the state's public institutions generated the lowest default rate across all sectors, ranking 4th lowest in the nation in this category.

Table 2
Postsecondary Loan Default Rates, 2014-2016 Three-Year Averages
(Percentages)

	All Types	Public	Private	Proprietary
South Dakota	12.2	7.3	5.4	22.2
United States	10.2	10.4	6.9	13.6
SD State Rank	40 th	4 th	18 th	49 th

⁷ All figures presented in this report refer to fifty-state data only; institutions in the District of Columbia, US territories, and other outlying areas are excluded.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

REVISED
AGENDA ITEM: 5 – J
DATE: December 11-12, 2019

SUBJECT

Intellectual Diversity Report

CONTROLLING STATUTE, RULE, OR POLICY

[HB1087](#) (2019 Legislative Session) - An Act to promote free speech and intellectual diversity at certain institutions of higher education.

[BOR Policy 1:32](#) – Commitment to Freedom of Expression

BACKGROUND / DISCUSSION

[HB1087](#), which was passed during the 2019 Legislative Session, and is now codified in SDCL §§ 13-53-49 through 13-53-53, inclusive, establishes various requirements pertaining to freedom of expression and intellectual diversity on our campuses. Specific to this discussion, SDCL § [13-53-53](#) states:

On or before December first of each year, the Board of Regents shall prepare and submit to the Governor and each member of the legislature a report that:

- (1) Sets forth all actions taken by each institution to promote and ensure intellectual diversity and the free exchange of ideas; and
- (2) Describes any events or occurrences that impeded intellectual diversity and the free exchange of ideas.

The Board's report, which is set forth in Attachment I, was submitted on November 27th.

IMPACT AND RECOMMENDATIONS

This item is intended to provide an opportunity for the Board to have any necessary discussion regarding the content of the report, ask any questions it may have of the institutions, and/or provide any necessary guidance/directives to the campuses/staff pertaining to the free exchange of ideas and/or intellectual diversity moving forward.

ATTACHMENTS

Attachment I – Intellectual Diversity Report

DRAFT MOTION 20191211_5-J:

TBD, if any, based on Board discussion.



BOARD OF REGENTS

306 EAST CAPITOL AVENUE, SUITE 200
 PIERRE, SOUTH DAKOTA 57501-2545
 (605) 773-3455/FAX (605) 773-5320
www.sdbor.edu

OFFICE OF THE EXECUTIVE DIRECTOR

November 27, 2019

Governor Kristi Noem

Sent via email

South Dakota Legislators

Sent via email

RE: SD Board of Regents annual report on intellectual diversity and free exchange of ideas

Dear Governor Noem and Legislators,

This correspondence is in furtherance of the Board of Regent's compliance with SDCL § 13-53-53 (Section 5 of HB 1087 from the 2019 Legislative Session), which took effect on July 1st, and requires the Board of Regents, on or before December first of each year, to prepare and submit to the Governor and each member of the legislature a report that:

- (1) Sets forth all actions taken by each institution to promote and ensure intellectual diversity and the free exchange of ideas; and
- (2) Describes any events or occurrences that impeded intellectual diversity and the free exchange of ideas.

Consequently, this first report period runs from July 1, 2019 – October 31, 2019, with subsequent years' reports spanning November 1st – October 31st.

The sum and substance of HB 1087, which is now codified in SDCL §§ 13-53-49 to 13-53-53, centered on freedom of expression, with "intellectual diversity" mentioned only in definition and the above-referenced reporting requirement. As such, the initial focus of the Board of Regents, and its institutions, was ensuring compliance with the statutory requirements related to freedom of expression, which isn't to dismiss the intellectual diversity aspect of the legislation, but rather to explain the rationale for the Board's initial prioritization.

Much like the Legislature's use of statute(s) to carry out its will, as the Constitutional body charged with control of the public university system, policy is the foundation from which the Board directs its institutions and all operations flow. To that end, the Board of Regents took expeditious action to create and/or amend policy to explicitly address the statutory requirements imposed by

the passage of HB 1087. The attached report details the numerous changes to Board Policy resulting therefrom, which include amendments to BOR Policies 1:32 ([Commitment to Freedom of Expression](#)) and 3:18 ([Recognition and Funding of Student Organizations](#)), and the creation of BOR Policy 6:13:1 ([Use of Institutional Facilities and Grounds for Expressive Activity by Student Organizations, Students, Employees, and their Guests](#)), all of which were approved for implementation at the Board's August meeting, the first Board meeting after the law took effect. Additionally, the report reflects various actions taken by individual campuses to adjust local policy to ensure the requisite guidance at the campus level to fully comply with state law and Board policy.

With that said, a policy that is not effectively carried out and/or enforced is relatively worthless. To that end, the campuses have focused significant efforts on training and outreach relevant to the changes brought about by HB 1087. As outlined in the report, these efforts have centered not only on educating and informing the relevant constituencies on the applicable authority, but also on ensuring mechanisms for bringing forward complaints stemming from misapplication of policy are readily apparent and accessible by those most likely to be impacted by any such misapplication, increasing the probability that issues will be brought to light in a timely fashion, affording the campuses an opportunity to remedy any deficiencies at the point of need.

In addition to the actions taken to date, the report notes various initiatives which are planned for the coming year. One such initiative that is currently in the works, and of particular importance to the Board, is the implementation of a common survey to gauge and assess the respective campus environments relevant to freedom of expression and intellectual diversity. The intent of the survey is not only to provide a mechanism to gauge the current campus landscape, which will be used as a baseline upon which progress can be measured moving forward, but also to identify areas of concern which may otherwise go unreported for one reason or another. The survey will be delivered to students in the spring of 2020 and the results will be provided to the Governor and each member of the Legislature in the Board's 2020 report. The timing of the survey was driven primarily by the desire to ensure first year students had at least one full semester of interaction on campus on which to base their responses.

As to ensuring and promoting intellectual diversity on our campuses, the Board and its institutions are in the midst of assessing and evaluating both the current campus environment and potential vehicles for enhancing intellectual diversity on campus. Much like the Board's engagement with external constituencies to inform its way forward with respect to best practices on policies pertaining to free speech, the Board and its campuses have received input from stakeholders across the country who have proposed a myriad of ideas for enhancing intellectual diversity on our campuses, some which may have a better fit in South Dakota than others.

Intellectual Diversity Report
November 27, 2019
Page 3 of 3

I trust you will find the Board and campus actions to date clear evidence of compliance with, and a commitment to, the requirements and principles of HB 1087. As we move into this next year of development and an increasingly active implementation of initiatives to enhance free speech and intellectual diversity on campus, several opportunities are developing. These are just a few examples. The Provosts at each of the six universities are working together to create several minors that focus on the traditions and history of American democracy and that promote opportunities for engaging in intellectually diverse discussions across a range of topics. Each University President is committed to developing a program of university sponsored speakers and programs that cover a gamut of intellectually diverse subjects. These could be developed from any number of themes and topics that have currency and relevance for our students and that promote serious thought about a wide range of subjects that focus on democratic principles. Collectively, all presidents, administration, faculty, and staff want what is best for our students—a vibrant learning community that allows ideas to have a fair hearing and then debate the legitimacy and worth of those ideas.

In closing, there is still much to be done, and we have no intention of sitting idle, content with the accomplishments to date, but rather to strive to continue improving and serve as a model for others to emulate.

Collegially,

A handwritten signature in black ink, appearing to read "Paul B. Beran", with a long horizontal flourish extending to the right.

Paul B. Beran
Executive Director & CEO

Annual Report on Intellectual Diversity and Free Exchange of Ideas

(July 1, 2019 – October 31, 2019)

(1) Actions taken by each institution to promote and ensure intellectual diversity and the free exchange of ideas.

The following actions were taken by each of **BHSU, DSU, NSU, SDSM&T, SDSU** and **USD**:

- Policies and procedures were reviewed and updated to ensure compliance with SDCL §§ 13-53-49 to 15-53-53, inclusive (HB 1087). In addition to any campus specific policy changes referenced below, the following Board of Regent (“BOR”) policies, which are applicable to each institution, were amended/implemented in consultation with the relevant campus constituencies to carry out the requirements/objectives of HB 1087.
 - BOR Policy [1:32](#) (Commitment to Freedom of Expression) was amended at the BOR’s [August 2019](#) meeting to reflect the definition (Section 1) and reporting requirements (Section 5) set forth in HB1087 (SDCL [13-53-53](#));
 - BOR Policy [6:13:1](#) (Use of Institutional Facilities and Grounds for Expressive Activity by Student Organizations, Students, Employees, and their Guests) was approved at the BOR’s [August 2019](#) meeting to address the requirements pertaining to expressive activity in outdoor areas on campus set forth in Section 3 of HB 1087 (SDCL [13-53-51](#)); and
 - BOR Policy [3:18](#) (Recognition and Funding of Student Organizations) was amended at the BOR’s [August 2019](#) meeting to implement the necessary changes pertaining to students and student organizations set forth in Section 4 of HB 1087 (SDCL [13-53-52](#)).
- The universities, working in concert with the BOR and staff, are pursuing a consistent student survey to be administered spring 2020, and each spring thereafter, to assess the climate and culture on each campus with respect to intellectual diversity and the free exchange of ideas. The survey will contain a block of questions specific to intellectual diversity and the free exchange of ideas on campus, both inside and outside the classroom, which will serve as the baseline to gauge the current environment on campus, and any changes thereto in subsequent years. The results of the survey will be included in future reports to the Legislature.
- Each campus ensured, and promoted, the existence of a published complaint process for any aggrieved student(s) and/or student organization(s), to include posting a “freedom in learning” statement on course syllabi. The freedom in learning statement, in summary, states that student academic performance shall be evaluated solely on an academic basis and students should be free to take reasoned exception to the data or views offered in any course of study. In the

event a student believes their academic evaluation reflects prejudiced or capricious consideration of student opinions or conduct unrelated to academic standards, the process to initiate a review/appeal of the evaluation is identified.

- The universities compiled a list of speakers invited to campus, which is set forth in Attachment I.
- Campuses are pursuing avenues to better promote speakers coming to campus, both for internal and external campus communities.

In addition to the foregoing, the following actions were taken by the respective campuses.

BHSU

- BHSU is currently creating one comprehensive Policy and Procedure Manual for BHSU to be widely accessible through its location on the university website. The foregoing will pull together all policies by division and include forms or other procedural information to implement the policy. Wherever holes are identified, including those related to HB 1087, BHSU will create campus level policy to cover the missing area and/or provide the necessary detail to effectively administer the subject matter at the campus level.
- BHSU reviewed the Student Code of Conduct and the Posting Guidelines to reflect the language suggested by legal counsel at the BOR office.
- In addition to the comprehensive student survey to be administered by all campuses, BHSU will also administer the following surveys:
 - The Ruffalo Noel Levitz Student Satisfaction survey (November, 2019)
 - Employee satisfaction survey (Spring 2020)
- BHSU is planning intellectual diversity and freedom of speech training for all faculty and students spring semester 2020.
- Student Affairs continually reviews all of its policies, to include review and incorporation of best practices, which as it pertains to free speech issues, includes communicating with and monitoring guidance from the Foundation for Individual Rights in Education (“FIRE”) on the topic.
- Academic Affairs continues to review higher education reform recommendations, to include those outlined by Heterodox Academy, the National Association of Scholars, and American Council of Trustees and Alumni and the Claremont Institute.
- BHSU held two AASCU-sponsored American Democracy Projects:
 - Voter registration:
 - Student Senate registered voters on National Voter Registration Day (Sept. 24) in the Student Union.

- BHSU submitted its NSLVE data to the ALL IN Campus Democracy Challenge, and our voter participation was up significantly in 2018 compared to 2014.
 - On Constitution Day (September 17th), political themed trivia questions were posted on the Political Sciences bulletin board, with prizes offered to those answering correctly.
- Congressman Dusty Johnson hosted a forum for students on September 6, 2019 to discuss renewal of the higher education bill, federal financial aid, college debt and other areas of interest to students.

DSU

- Campus administration discussed the issue and need to better promote intellectual diversity in the mandatory all-faculty meeting on August 20.
- Campus administration discussed intellectual diversity and reporting requirements at meeting of campus deans on September 10.
- Campus administration discussed intellectual diversity and reporting requirements at meeting of campus diversity committee on September 11.
- Sponsored a booth in the Trojan Center and the Student Senate shared information about Constitution Day on Sept. 17.
- Created an International Flag display during the fall 2019 semester such that International students enrolled at DSU are represented by their country flag. Interesting facts and trivia for each country was displayed on the monitors in the Trojan Center.
- DSU added two items to its Ruffalo Noel Levitz Student Satisfaction Inventory to be administered in the spring semester addressing intellectual diversity:
 - Faculty respect my viewpoints.
 - Faculty present diverse perspectives in course materials.
- Renewed publication of the DSU Faculty Handbook to include a section on free speech, freedom in learning and professional ethics and will include the following statement:

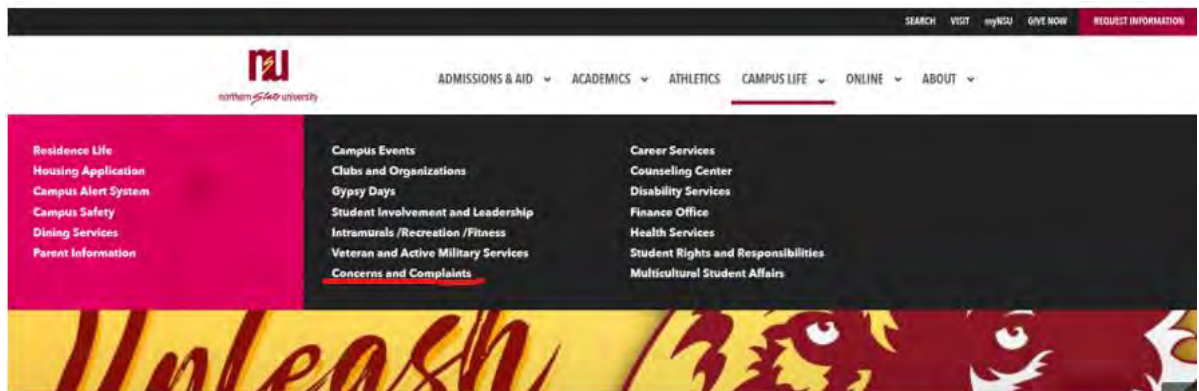
To secure student freedom in learning, faculty members in the classroom and in seminar should encourage free and orderly discussion, inquiry and expression of the course subject matter. Student performance may be evaluated solely on an academic basis, not on opinions or conduct in matters unrelated to academic standards. Students should be free to take reasoned exception to the data or views offered in any course of study and to reserve judgment about matters of opinion, but they are responsible for learning the content of any course of study for which they are enrolled.
- DSU is in the process of revising policies and incident reporting structures related to free speech, to include reviewing its status and best practices material on the FIRE website.

NSU

An overview of HB 1087 was presented at the NSU Fall Faculty In-Service, the new academic year orientation program for all faculty.

A more prominent link for Concerns and Complaints was added to the NSU website. This new link was added to the top of the first page of CAMPUS LIFE, which is in the top navigation bar of the homepage, <https://www.northern.edu/>.

Figure 1. New online link to Concerns and Complaints form added to the NSU website.



NSU celebrated the U.S. Constitution on Constitution Day, September 17, 2019, which included:

- Displaying a copy of the Constitution (courtesy of the Exchange Club) in the Student Center;
- US flags (courtesy of the Exchange Club) were displayed in the Student Center, Library, and Technology Center;
- The League of Women Voters registered people to vote in the Student Center;
- The Exchange Club posts several hundred US flags around Aberdeen;
- NSU faculty speaker on Abraham Lincoln at the Noon Forum series;
- A copy of the Constitution, Constitution Fun Facts, and a Constitution Trivia Game was placed on the NSU website;
- US flag retirement ceremony on campus with American Legion and Exchange Club;
- A Constitution Day graphic was posted on NSU TV for the day;
- Emails went out encourage students, administrators, staff, and faculty to dress and decorate offices in red, white, and blue;
- Press release made announcing Constitution Day on NSU campus;
- Email sent out encouraging faculty to work Constitution Day into their classroom; and
- Dakota Prairie Museum put out a display in the Student Center.

SDSM&T

- Revised campus policies including Policy [I-05](#): Use of Institutional Facilities and Grounds for Expressive Activity by Non-Affiliated Parties;
- Improved our website related to reporting and tracking complaints, which includes a new web-based form for submitting complaints related to intellectual diversity;
- Ensured all course syllabi contain language related to intellectual diversity;
- Addressed intellectual diversity in the freshman orientation sessions, which included the description of freedom of expression and the need for varying perspectives;
- Voter registration initiatives sponsored by the Student Association Senate;
- Faculty staff “Intellectual Diversity” lunch ‘n learn. This program described intellectual diversity, including review of applicable BOR policy, and the implications in the classroom and on campus;
- Campus dialog open opinion-based opportunity for faculty and staff to discuss intellectual diversity and its impacts on campus;
- Humanities and Social Sciences Department faculty discussed intellectual diversity within the classroom; and
- Constitution Day speaker, Judge Jane Pfeifle presented on campus regarding how the Constitution impacts her profession. A tape was made for additional viewing.

SDSU

South Dakota State University (SDSU) is committed to upholding the First Amendment. During the 2019 legislative session, legislation was passed to clarify First Amendment protections on University campuses and promote intellectual diversity. As a result, SDSU increased efforts to promote First Amendment rights and addressed intellectual diversity in a variety of ways.

Review of Policies: New or Revised University Policies

SDSU’s Office of General Counsel reviewed policies and procedures at SDSU to ensure alignment with all revised SDBOR Policies and applicable SD and federal laws. Consideration was given to FIRE feedback on SDSU Policies to move them to a green light under FIRE’s criteria. Policies have been vetted through our shared governance structure and with the campus community prior to their adoption.

Recently Adopted:

October 3, 2019	Campus-Wide Posting (6:9); Use of University Facilities and Grounds for Expressive Activity by Student Organizations, Students, Employees, and their Guests (6:8); Facilities and Grounds Use and Scheduling (6:7) – <i>Revised</i> ; Student Organizations (3:10) - <i>Revised</i> https://www.sdstate.edu/policies-and-procedures
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Currently in Progress: DRAFT Commitment to Freedom of Expression; other SDSU and departmental policies and procedures updating

Summary of Campus Climate Assessment

Beginning in spring 2017, SDSU implemented a new, nationally normed Campus Climate assessment through Skyfactor for employees and students. SDSU established a Campus Climate Committee to select the assessment tool to be utilized, review results, and publish the annual report on Campus Climate. The University committed to administering this assessment every two years, going to university employees and currently enrolled students, with the next administration scheduled for spring 2021. The second administration was completed in spring 2019, with the final quantitative report released the week of September 23, 2019 and the final qualitative report released the week of October 21, 2019. The assessment measures Campus Climate from a variety of factors, is anonymous in nature, and does include questions related to the first amendment. While proprietary information is not disclosable, a summary report of the Campus Climate results is currently under review by SDSU leadership.

Complaint Reporting Practices

SDSU has validated that it maintains reporting protocols for a variety of situations, depending on the concern raised. In addition, the process for investigation varies based upon employment relationship, conduct reported, and student status. Beginning in fall 2019, SDSU added “Freedom of Expression/ Intellectual Diversity” as a report/complaint category in its online anonymous reporting portal, Lighthouse.

Also beginning in fall 2019, *The Rabbit Report*, a weekly student publication sent to all students from the SDSU Students’ Association while classes are in session, includes a reporting section with links to reporting procedures for a variety of concerns, including anonymous reporting options. In addition, the monthly HR Newsletter sent electronically to all SDSU employees includes information on how to report concerns, including anonymous reporting options. Below, in the *Existing Resources & Policies* section, a comprehensive list of reporting protocols is provided.

Campus Communications

August 25, 2019	Students’ Association Rabbit Report (example of event promotion)
August 26, 2019	Monday Morning Message from UMC1
August 27, 2019	Welcome Back Message from President to Employees
August 27, 2019	Course Syllabus Policy Email from OAA

¹ All Monday Morning Messages are approved by the Office of the President and are located on the Office of the President’s webpage. <https://www.sdstate.edu/office-president/monday-morning-message>

September 3, 2019 Monday Morning Message from UMC

September 3, 2019 Office of General Counsel Newsletter

September 9, 2019 Students' Association Rabbit Report (example of event promotion)

September 9, 2019 Monday Morning Message from UMC

September 10, 2019 Welcome Back Message from V.P. of Student Affairs to Students

September 23, 2019 Students' Association Rabbit Report (promoting reporting options)

Existing Resources & Policies

SDSU Student Handbook (Policies, Procedures, & Forms)

<https://catalog.sdstate.edu/index.php?catoid=38>

SDSU Housing & Residential Life Handbook (Non-Discrimination; Reporting Concerns, pp. 49-51)

<https://www.sdstate.edu/sites/default/files/file-archive/2019-08/Housing%20%26%20Residential%20Life%20Handbook-Accessible%20Version.pdf>

Office of the Dean of Students (Concerns and Complaints)

<https://www.sdstate.edu/office-dean-students/concerns-and-complaints>

Lighthouse Reporting (Report an Incident)

<https://www.lighthouse-services.com/sdstate>

Ombuds Office

<https://www.sdstate.edu/ombuds>

SDSU Policy 2:3 – Course Syllabus (statement on Freedom of Learning)

<https://www.sdstate.edu/sites/default/files/policies/upload/Course-Syllabus.pdf>

SDSU Policy 4:3 – Equal Opportunity, Non-Discrimination, and Affirmative Action

<https://www.sdstate.edu/sites/default/files/policies/upload/Equal-Opportunity-and-Non-Discrimination.pdf>

SDSU Policy 4:6 – Human Rights Complaints

<https://www.sdstate.edu/policies/upload/Human-Rights-Complaints.pdf>

Speakers and Events

Speakers:

Currently, SDSU promotes student organization speakers and events through Jacks Club Hub, an online tool designed for student organizations to promote their organization and their programming. In addition, events are promoted through an intranet portal,

InsideState, to all SDSU employees. At this time, SDSU is exploring a unified web-based calendar that will promote all SDSU events.

A listing of the 219 speakers hosted by SDSU can be found in Attachment I.

Events

SDSU has reached out to stakeholders in the state to discuss their needs to ensure that intellectual diversity is properly included in, and aligned with, SDSU's deployment of its mission.

September 10, 2019 State of the University Address²

October 8, 2019 Difference is Dialogue events began that engage the SDSU community in meaningful small-group intellectually diverse discussions

October 23, 2019 Diversity Dialogue with Legislators and City Leadership

Training Sessions for University Employees and Students

To date, the SDSU Office of General Counsel has provided training sessions regarding the First Amendment and intellectual diversity to nearly 600 individuals in the campus community. A list of completed and upcoming training sessions, as well as the approximate number of attendees for each session, is included in this section. Mandatory bystander training was also provided to freshman students as part of campus onboarding, and students were informed of how to report concerns on a wide variety of topics.

Completed:

April 23, 2019	Residential Life Staff Training – 1 hour (8 attendees)
August 2, 2019	Student Union Staff – 1 hour (17 attendees)
August 7, 2019	Civil Service Fall Mass Meeting – 15 min. (125 attendees)
August 12, 2019	Residence Hall Directors – 90 min. (19 attendees)
August 13, 2019	President's Council – 40 min. (25 attendees)
August 16, 2019	Community Assistants – 1 hour (138 attendees)
August 26, 2019	Student Ambassadors – 1 hour (61 attendees)
September 5, 2019	Management Team – 1 hour (90 attendees)
September 9, 2019	Student Affairs Division Meeting (1 hour) (30 attendees)
September 9, 2019	Students' Association Meeting (1 hour) (45 attendees)

² A video of the full speech can be found at: <https://www.youtube.com/watch?v=HpIRmgdjdNk&feature=youtu.be>

September 25, 2019 Professional Staff Advisory Council – 1 hour (25 attendees)

Upcoming: Additional sessions are scheduled for future

Academic and Other Activities

Course syllabi are required by SDSU Course Syllabus Policy 2:3 to have the following statement included and this was communicated during this period:

Freedom in Learning Statement: Students are responsible for learning the content of any course of study in which they are enrolled. Under Board of Regents and University policy, student academic performance shall be evaluated solely on an academic basis and students should be free to take reasoned exception to the data or views offered in any courses of study. Students who believe that an academic evaluation is unrelated to academic standards but is related instead to judgment of their personal opinion or conduct should first contact the instructor of the course. If the student remains unsatisfied, the student may contact the Department Head, Dean, or both, of the college which offers the class to initiate a review of the evaluation.

SDSU validated that it offers the System General Education Requirements (SGRs) courses in communication, mathematics, and sciences. There is an array of elective courses within the requirements for Social Sciences and Arts and Humanities, which provide an awareness of the histories and psycho-social, economic, and political structures, as well as an understanding of the contributions of diverse cultures. Course offerings to meet the Social Sciences elective include, but are not limited to, American Indian Studies, Anthropology, Human Geography, United States History, American Government, American Political Issues, Political Ideologies, State and Local Government, and Sociology of Rural America. Course offerings to meet the Arts and Humanities elective include, but are not limited to, American Indian Studies, World Civilization, Western Civilization, Lakota, Gospels, and Rise of American Indian Activism.

SDSU is currently researching, reviewing, and exploring, through its Campus Climate Committee, the Heterodox Academy and its Open Mind Tool.

USD

Complaint/Reporting Process

USD has made its concerns and complaints form more prevalent and accessible by embedding it into the newly developed [Coyote One Stop](#), which is found on the quick links feature on the home page. We also added a specific identifier for intellectual diversity complaints. Coyote One Stop is a new web-based resource for students to find answers to a multitude of questions. We are constantly updating the articles for students

to use to find answers to questions themselves, but they can also ask a question to our staff or raise a concern, and it will be entered and tracked by our software program.

Students, faculty and staff were made aware of the new Coyote One Stop system through several avenues, including the following:

- Emails;
- Posters;
- Information desk in MUC;
- Table tents and napkin holders in the MUC;
- Aviso story;
- Portal announcement; and
- Digital signage – MUC, Beacom, University Housing.

Policy Updates

USD has reaffirmed its commitment to the ALA Library Bill of Rights in a revised Library Use Policy. The ALA Library Bill of Rights rejects censorship and encourages the exchange of diverse ideas through library resources and access.

USD has also revised its Solicitation, Poster and Community Living Policies with additional policy review and revision underway.

On Campus Training and Discussion Events

- Mandatory student orientation about Free Speech and Intellectual Diversity for all incoming first-year students;
- Free Speech and Intellectual Diversity Forum (open to all campus) with approximately 300 in person and online participants – September 6, 2019;
- Free Speech and Intellectual Diversity Forum at the Community College for Sioux Falls – October 22, 2019;
- Free Speech and Intellectual Diversity Training for Senior Student Services Staff – summer retreat and a follow up discussion at a September staff meeting;
- Free Speech and Intellectual Diversity training for University Housing Staff;
- Free Speech and Intellectual Diversity campus-wide Lunch and Learn –October 24, 2019;
- Constitution Day Speaker – Topic: “Free Speech and Modernity: One Hundred Years of the First Amendment” by Greg Magarian;
- Free Speech and Intellectual Diversity Forum hosted by Student Government Association – scheduled for November 7, 2019;
- Ensuring all course syllabi include Freedom of Learning statement;
- Presidents Senior Leadership Institute tour – programming is being developed to highlight all facets of South Dakota. Students in the program will have the opportunity to tour businesses in Sioux Falls, meet with law makers in Pierre and visit other cultural landmarks across the state; and

- Campus wide speaker series – The USD Office for Diversity has identified several conservative academics and is in the process of securing one for a campus visit during the spring semester. Activities will include an open lecture for all students, faculty and staff as well as individual classroom visits.

Other Efforts

USD, as part of its strategic planning process, has been reaching out to stakeholders across the state and region to discuss how we should move forward in general, but have also included discussions about intellectual diversity in those discussions.

USD general counsel engaged directly with FIRE to review remaining yellow light policies and discussed language that can be incorporated to move the policies to the green light category.

Associate Vice President for Diversity is now a member of the Heterodox Academy.

Dr. Jon Lauck, who is housed on campus as the editor of the *Middle West Review* journal, will develop and offer a seminar in the University Honors Program during the 2019-2020 academic that will focus on the Midwestern Political Tradition, Conservative Political Thought, or some blending of those two topics.

(2) Events or occurrences that impeded intellectual diversity and the free exchange of ideas, or complaints received by campuses.

Attachment II aggregates the complaints filed, broken down by institution and complainant status. The details related to the complaints referenced therein are set forth below.

BHSU

- An individual emailed the Honors College Office expressing concern over the fact that some students were required to attend a specific event "Sex Ed Boot Camp". This matter was turned over to the VP for Student Affairs who did the follow up correspondence. While some classes required attendance at Common Read events, none required students to attend that specific event. There may have been a participation requirement for student athletes.

DSU

- University received an informal complaint from an alumna concerning what she perceived to be an "anti-Muslim" post on a professor's blog. The provost looked into the matter and concluded the professor's blog post did not violate any DSU/BOR policy and that it constituted protected speech under the First Amendment. The professor was notified of the complaint and informed of the provost's determination regarding the same.

NSU

- None during the report period.

SDSM&T

- A student voiced a concern that he may potentially become uncomfortable in an unidentified course due to conflicting opinions with the instructor. The student requested information on how to deal with the issue should he wish to file a formal complaint in the future, should the student actually become uncomfortable in the class. The student was informed of the complaint policy and the next steps the student could take, though no complaint has been filed to date.

SDSU

- An alumna expressed concerns regarding a planned event with PragerU. The Director of University Marketing and Communications responded to the complaint by informing the alumna that the event was sponsored by University-recognized student organizations, and by explaining that the University supports an environment where individuals can have an exchange of different ideas, thoughts, opinions and beliefs.
- Student complaint that faculty member interfered with speech by stifling political speech in classroom. Currently under review.

USD

- Informal complaint (Tweet to President Gestring) from Yotes for Life regarding chalking on campus. Possible policy violations were reviewed by the president and general counsel. No violation was found.
- A USD student complained about alleged statements and course material in ANTH/NATV 331 – Native Cultures in North America, which the student perceived to be disrespectful to Native culture and beliefs. The student was not enrolled in the class. There were no concerns raised by students enrolled in the class in question. The student also objected to the fact that Professor David Posthumus was invited to present research on Native spirituality in Germany, as the student claimed that ritual practices should never be discussed outside of their own communities. The student was informed of the process by which enrolled students are able to file grievances and the concerns were shared with the appropriate administrators on campus. The complaint deemed not meritorious, as Dr. Posthumus's presentation of the material in question was consistent with his educational background and expertise in the field and is protected by the principles of academic freedom and free inquiry.

Black Hills State University: (July 1 – October 31, 2019)					
Date	Title	Description (including title and name of speaker[s])	Sponsor (e.g., name of professor or course, name of student organization, etc.)	University Resources Provided (e.g. funding, building/room, personnel, etc.)? If yes, include details of resources provided.	Category (e.g., science, engineering, IT, business, political science, administrative, arts, history, etc.)
7/30/2019	Senior Staff and Student Staff Training	BHSU Facilities Services and BHSU Business Office	Residence Life	University staff provided training and the university provided the room to hold the training	Administrative
8/2/2019	Senior Staff and Student Staff Training	Dr. Mike Isaacson (BHSU Title IX) and Phil Pesheck (BHSU Public Safety)	Residence Life	University staff provided training and the university provided the room to hold the training	Administrative
8/6/2019	Senior Staff and Student Staff Training	BHSU Counseling Center	Residence Life	University staff provided training and the university provided the room to hold the training	Administrative
8/7/2019	Senior Staff and Student Staff Training	BHSU Disability Services, BHSU Sustainability, BHSU Networking and Computer Services, BHSU Recruitment and Retention Specialists	Residence Life	University staff provided training and the university provided the room to hold the training	Administrative
8/14/2019	Sexual Assault Response Team (SART)	Representatives from the Spearfish Hospital, the Artemis House, Lawrence County States Attornies Office, Spearfish Police Department	Residence Life	University provided the room for the training	Administrative
8/19/2019	Senior Staff and Student Staff Training	Det. Colin Smith (Spearfish Police Department) and BHSU Student Engagement & Leadership	Residence Life	University provided the room for the training; some of the trainers were BHSU staff	Administrative
8/21/2019	Senior Staff and Student Staff Training	BHSU Center for American Indian Studies, BHSU Library, BHSU Student Financial Services, BHSU Buzz Card Office, BHSU Mail Services, BHSU Dining Services and BHSU Student Support Services	Residence Life	University provided the room for the training; some of the trainers were BHSU staff	Administrative
9/3/2019	Brian Rupert - Pitch Presentations	Brian Rupert, organizer of Black Hills Startup Weekend, led the class in development of business pitches, and led the formation of project teams. He also explained benefits of participating in a startup community.	Small Business Management course	University provided the room for the presentation.	Business
9/3/2019	Les Olson – CEO & Owner Plains Ag LLC	Les spoke about his journey as a business owner	Dawn Olson, School of Business	University provided the room for the presentation.	Business
9/5/2019	Conspiracy Theory Minus the Smirk: The Structural Analysis of Hustles and Hoodwinks	Tim Steckline, Professor of Speech at BHSU, will distill 7 Precepts for the Hygienic Study of Conspiracy Theory in this presentation. These include Carp Detection [sic], Meta-Skepticism, Phil Dick’s Louvered Onion, the Gospel of St. Godel, Pynchon’s Principle of Mirror Genesis, and RAW’s Law of Levity. A Certificate of Completion will be issued to those who master all 7 Precepts.	Geek Speak, Black Hills State University Honors Program	University faculty member presented and the university provided the room to hold the presentation	Behavioral Science
9/5/2019	Jared Tiefenthaler - Seam Reader	Recent graduate Jared Tiefenthaler presented to the Small Business Management class about his process starting the company Seam Reader. He described the development of his App, timelines moving forward, as well as struggles with fundraising.	Small Business Management course	University provided the room for the presentation.	Business
9/6/2019	Lee Eddy - Sawyer Brewing	Personal Selling class met with Lee Eddy, owner of Sawyer Brewing.	Personal Selling course	University provided the room for the presentation.	Business
9/6/2019	Inside Scoop with Dusty Johnson	Rep. Dusty Johnson hosted an open forum with students, faculty, staff and community members.	President’s Office	University provided the room for the forum	Political Science
9/6/2019	Dusty Johnson – Classroom Visit	Rep. Dusty Johnson met and talked with students in SOC 150	President’s Office	University provided the room for the talk	Political Science
9/9/2019	Anna Rowett - Sturgis Coffee Co.	Personal Selling class met with Anna Rowett, owner of Sturgis Coffee Co.	Personal Selling course	University provided the room for the presentation.	Business
9/10/2019	Sarah Hanna - Owner Sarah's Hair Studio	Sarah spoke about her business and start up experience	Dawn Olson, School of Business	University provided the room for the presentation.	Business
9/11/2019	Walmart field trip	Met with 3 managers from Walmart	Personal Selling course	University provided transortation for students attending presentation.	Business
9/11/2019	Dustin Lee - Spearfish Public Works	Personal Selling class met with Dustin Lee public works director for Spearfish Public Works (previously military leader and fighter jet pilot)	Personal Selling course	University provided the room for the presentation.	Business

9/12/2019	Hungry Jackets: Exploring Food Insecurity on Campus	Dr. Trenton Ellis, Asst. Prof. of Human Services at BHSU, highlights his recent study on food insecurity at Black Hills State University.	Geek Speak, Black Hills State University Honors Program	University faculty member presented and the university provided the room to hold the presentation	Behavioral Science
9/12/2019	Pop the stress away	Dr. Jane Klug	Residence Life	University staff provided training and the university provided the room to hold the event	Behavioral Science
9/18/2019	Eco-Reps: We CANN Do It	Recycling	Residence Life	University provided the facilities and staffing for the event.	Behavioral Science
9/18/2019	Class visit and presentation by Ray Hespen, CEO and co-founder of Property Meld	Visit by entrepreneur Ray Hespen sharing successes and challenges of start-up business now in year 5 and growing	BADM-344 Managerial Communications	University provided the room for the presentation.	Business
9/18/2019	Kristin Belle - Good Day Cafe & Dough Trader	Personal Selling class met with owner of Good Day Cafe and Dough Traders Pizza	Personal Selling course	University provided the room for the presentation.	Business
9/19/2019	Manufacturing (Real)ity	Jarrett Moore, Asst. Prof., Research & Assessment, BHSU - This lecture will explore the Foucauldian concept of power and how our discourse(s) serve to create the reality in which we live. Using critical discourse analysis, Foucault's ideas will be outlined and applied to several modern examples of how media and political narratives serve certain groups of people and lead to hegemony of ideas by setting the context of the discourse.	Geek Speak, Black Hills State University Honors Program	University faculty member presented and the university provided the room to hold the presentation	Behavioral Science
9/19/2019	Presenter Business Buzz Speaker Series, Julie Olson, TurnerLee Consulting	Presentation by Julie Olson, industry professional, about trajectory of business success in highly competitive field using niche of personalized service.	Barbara Looney, School of Business	University provided the room for the presentation.	Business
9/19/2019	Weston Smith - Business Ethics	Weston Smith was once CFO of the Fortune 500 company, HealthSouth Corporation. The company became a Wall Street darling, as it quickly grew from one location to over two thousand in all fifty states and five countries. However, underneath the glimmering corporate office, the fleet of corporate jets, and "consistent" earnings reports, laid a multi-year multi-billion dollar financial statement fraud. Ultimately, Weston came forward and exposed the fraud, and accepted responsibility for his former actions serving 27 months in prison for his actions. Attendance: 61	Jeffrey Wehrung, Chair, School of Business	University covered travel and dinner for speaker, which totalled \$172.39 (\$89.73 paid by the BHSU Foundation and \$82.66 paid from university funds) and provided the room for the presentation.	Business
9/20/2019	Bianca Hutzler - Scobi Kombucha	Personal Selling Class met with Bianca Hutzler cofounder of Scobi Kombucha	Personal Selling course	University provided the room for the presentation.	Business
9/20/2019	Psychology Talk: Mental health disparities across the US and in South Dakota	Dr. Jennifer Callahan and Dr. Camilo Ruggero from the University of North Texas gave a talk on mental health disparities across the US and in South Dakota	Nathan Deichert, Psychology Club & School of Behavioral Sciences	University provided a speaker fee of \$500 from university funds to both speakers and also provided the room for the presentation	Behavioral Science
9/24/2019	Shark Tank Business Pitches	Students presented their business pitches to judges from the community: Letti Lister (Black Hills Pioneer), Tamara Burke (Financial Benefits), Jared Chrisman (Under Canvas) Chris Karn (Vast Broadband), Heath Gran (Great Peaks Realty)	Small Business Management course	University provided the room for the presentation.	Business
9/25/2019	Accounting Career Fair	Annual Accounting Career Fair starts with the "Accounting Jam" where employers give a 2 - 3 minute elevator pitch about their company, the work they do and the jobs they have available. Employers at Spearfish location include SD Department of Legislative Audit; Black Hills Energy; Lenhart, Mason and Associates; SD Bureau of Finance and Audit; Ketel Thorstenson; Casey Peterson & Associates; Brady Martz & Associates; Grooms and Harkins; Concord Trust Company; MHP, CPA Firm; Becker Professional Education; DeSmet & Biggs; A2Z Business & Tax Service. Employers at the Rapid City location include SD Bureau of Finance and Audit; Ketel Thorstenson; Casey Peterson & Associates; Brady Martz & Associates; Concord Trust Company; MHP, CPA Firm; A2Z Business & Tax Service.	Accounting Department, School of Business	University provided the room for the presentation.	Business
9/25/2019	Dr. Wei Song – Research Brown Bag	Dr. Wei Song presents on her research: <i>An Investigation of the Preferred Experiential Learning styles and Spaces for Asian Students using Kolb's Experiential Learning Theory</i>	School of Business	University faculty member presented and the university provided the room to hold the presentation	Business
9/25/2019	Scott/Olivia Jacobs - Scott Jacobs Gallery	Personal Selling class met with Scott and Oliva Jacobs from the Scott Jacobs Gallery	Personal Selling course	University provided the room for the presentation.	Business
9/26/2019	Mindful Movement: Campus Yoga and Meditation	Join certified 500-hour Yoga Instructor Clarissa Thompson for an all-levels yoga flow and meditation. You will be introduced to the physical and mental practice of yoga in this session. Expect to move and then sit for a short meditation. Bring a mat if you have one, we will have some extras if you do not have your own mat.	Geek Speak, Black Hills State University Honors Program	University staff member provided the presentation and the university provided the room to hold the presentation	Behavioral Science
9/29/2019	Residence Hall Association: Campus Clean-up	Sustainability	Residence Life	University provided the facilities and staffing for the event.	Sustainability
9/30/2019	Jackson Winn - Drip Drop	Personal Selling class met with Jackson Winn, sales manager for Drip Drop	Personal Selling course	University provided the room for the presentation.	Business

10/2/2019	Todd Jensen - Spearfish Motors	Personal Selling class met with Todd Jensen, owner of Spearfish Motors	Personal Selling course	University provided the room for the presentation.	Business
10/2/2019	Let’s Juggle This	Counseling Center	Residence Life	University provided the facilities and staffing for the event.	Behavioral Science
10/3/2019	The Forgotten Founding Father: Noah Webster and His Dictionary	Andrey Reznikov, Professor of English, BHSU - Noah Webster today is mostly known – if known at all – as the compiler of the first American Dictionary of the English Language. Even though Webster personally did not take part in writing of the US Constitution, his passionate political speeches and essays in support of the united country, during the time when the United States were anything but united – were a powerful influence in creating the real union of the first 13 states.	Geek Speak, Black Hills State University Honors Program	University faculty member presented and the university provided the room to hold the presentation.	Political Science
10/4/2019	The (R)evolution of Indigenous Food Systems in North America	Sean Sherman, founder of the company The Sioux Chef, gave a talk with a short Q&A session. He shared his research that mapped out the foundations of the indigenous food systems through an indigenous perspective. Chef Sean has become renowned nationally and internationally in the culinary movement of indigenous foods and with an ever growing team of indigenous minded peers, is leading a movement to completely redefine North American cuisine through the understanding and utilization indigenous food knowledge.	Center for American Indian Studies and Sustainability	University paid a speakers fee \$1500 from university funds and provided the room for the presentation.	Sustainability
10/7/2019	Stacey Blanda - Golden State Warriors	Personal Selling class had Zoom visit from Stacey Blanda, Controller & Fondation Ex Dir for Golden State Warriors	Personal Selling course	University provided the room/technology for the presentation.	Business
10/8/2019	Kelly Klein & Vicki Furnish - Creekside Bean and Vine	Kelly Klein & Vicki Furnish, Owners, Creekside Bean and Vine spoke about their business start up	Dawn Olson, School of Business	University provided the room for the presentation.	Business
10/7, 9 & 11	MUS 240: Bali/Gamelan presentation	Dr. Rod Garnett, local musician, worked with MUS 240 (Music Cultures of the World). He brought his gamelan and taught the students about Bali and how to play gamelan	Chris Hahn, Assistant Professor of Music, School of Arts and Humanities, course MUS-240	University provided the room to hold the presentation	Arts
10/11/2019	Chris Birgers - Amazon	Personal Selling class met via Zoom with Chris Birgers, Sr. Packaging Design Engineer for Amazon (previously worked for Apple and Fitbit)	Personal Selling course	University provided the room/technology for the presentation.	Business
10/10/2019	Grey Gaming: The Rise of the Antihero	Aaron Bauerly, System Lirarian, BHSU - Beginning after World War I, and continuing after World War II, antihero protagonists have become an increasingly popular trope in modern media. Video games are no exception. Advances in computer and gaming technology have allowed for highly dynamic narratives that let the player participate in the swirling of light and dark, allowing the same protagonist to become a flawed hero, an antihero, an agent of retribution, or even a sympathetic villain. Join me in an examination of games in which player action and complex programming structures impact story and character development, often revolving around moral choice and ambiguity.	Geek Speak, Black Hills State University Honors Program	University staff member provided the presentation and the university provided the room to hold the presentation	IT
10/16/2019	Vicky & Megan Furnish - Creekside Bean & Vine	Personal Selling class met with Vicky & Megan Furnish, owners of Creekside Bean & Vine	Julie Olson, Adj. Instructor, School of Business, Personal Selling course	University provided the room for the presentation.	Business
10/16/2019	Tech for Retirees	Enactus Team staged Tech for Retirees event to teach retirees how to use their phones, tablets, etc. at Hearst Library, Lead SD	Enactus student org	University provided transportation for students giving presentation.	IT
10/18/2019	Spearfish Rec Center Halloween Festival	Enactus Team hosted game booth at Spearfish Rec Center Halloween Festival	Enactus student org.	Access provided	Recreation
10/17/2019	Keryn Rowland, V.P. Synchrony in charge of H.R.	Guest Speaker Keryn Rowland, V.P. Synchrony in charge of H.R., Oct 17, BHSU-RC campus / spoke to combined Mgr Comm and Org & Behavior classes	Courses: Managerial Communications; Organization & Behavior	University provided the room for the presentation.	Business
10/17/2019	Guest Speaker Jeremy Hoven, Buzz Business Series	Jeremy Hoven shared advantages of diversity in the workplace and how to work toward achieving.	Barbara Looney, School of Business	University provided the room for the presentation.	Business
10/17/2019	Wizard, Fighter, Rogue RPG Design: Community Building Through Gaming	Christopher Landauer is an Industrial Engineer by vocation (Stanford) and a Roleplaying Game Engineer by avocation. Together with Chris Fuchs, Christopher L. has spent the better part of the last decade building communities, building audiences, and building worlds in the Gaming space. Between them they organize the Rocky Mountain Savages, the largest RPG group in the Mountain West and coordinate RPGs for the largest tabletop conventions in the same region. They host the Savage Cast, a popular podcast and appear on several other media properties which promote gaming and the game community.	Geek Speak, Black Hills State University Honors Program	University provided the room to hold the presentation	IT
10/18/2019	A History of Urban Segregation in Rapid City	Heather Dawn Thompson and Dr. Eric Zimmer's presentation will explore the series of municipal, school district, county, federal decisions, and questionable land swaps which led to the consolidation of Rapid City's Native population into specific neighborhoods that have faced high degrees of socioeconomic disadvantage.	Center for American Indian Studies	University provided the room to hold the presentation	History
10/21/2019	Climate Change Presentation	Robert Davies, Assoc. Professor of Professional Practice, Utah State University, Dept. of Physics – Presented on climate change	Office of the President	University provided the room to hold the presentation	Science
10/22/2019	Spearfish Police Department: College Party	Spearfish Police Department	Residence Life	University provided the room to hold the presentation	Behavioral Science

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10/23/2019	I Rock	Dr. Jane Klug	Residence Life	University staff member provided the presentation and the university provided the room to hold the presentation	Behavioral Science
10/24/2019	Black Hills Teachers College and World War II	A talk on the how the university supported the U.S. military during World War II. Terry Neil King, son of the 93rd's original Adjutant and Paul Higbee will discuss stories of the 1,100 cadets stationed here in 1943 and 1944, and also how these records will likely lead to more detachment research in coming years. Students, faculty, staff, and the general public are welcome to attend.	BHSU Case Library	University provided the room to hold the presentation	History
10/24/2019	Micheal Two Bulls: Workshop and Artists Reception		School of Arts and Humanities	University provided the room to hold the presentation	Arts
10/31/2019	Trick-or-Treating, Jack-o-Lanterns, and Feeding the Dead: How the Ancient Roots of Halloween Connect to Present Day	Laura Colmenero-Chilberg – presentation on the the ancient roots of Holloween and its wandering path to present day.	Geek Speak, Black Hills State University Honors Program	University faculty member provided the presentation and the university provided the room to hold the presentation	History
11/4/2019	Employee Engagement	Pete Blank, Leadership and Customer Service Expert / Professional Speaker	Finance & Administration	University paid a speakers fee of \$10,650 from university funds and provided the rooms for the trainings.	Administrative
11/4/2019	Customer Service Disney Style – focus on enrollment management/retention	Pete Blank, Leadership and Customer Service Expert / Professional Speaker	Finance & Administration		Administrative
11/4/2019	Continuation of Customer Service	Pete Blank, Leadership and Customer Service Expert / Professional Speaker	Finance & Administration		Administrative
11/4/2019	Leadership Focused Discussion	Pete Blank, Leadership and Customer Service Expert / Professional Speaker	Finance & Administration		Administrative
11/4/2019	Afternoon Delight: enLIGHTening speakers and interesting conversation	Pete Blank, Leadership and Customer Service Expert / Professional Speaker	Finance & Administration		Administrative
11/5 and 11/19	Resume Building Sessions	Department of Labor to provide free resume building support for BHSU students/graduates	Hans Nelson, Director of Corporate Relations & Career Development	University provided the room to hold the trainings	Career Development
11/22/2019	Dick Termes Workshop	Dick Termes is a local artist who will be providing a workshop on campus	School of Arts and Humanities	University paid a speakers fee of \$400 from university funds and provided the room to hold the presentation	Arts

Dakota State University: (July 1 – October 31, 2019)

Date	Title	Description (including title and name of speaker[s])	Sponsor (e.g., name of professor or course, name of student organization, etc.)	University Resources Provided (e.g. funding, building/room, personnel, etc.)? If yes, include details of resources provided.	Category (e.g., science, engineering, IT, business, political science, administrative, arts, history, etc.)
7/18/2019	Power of the Purse	Event to give woman the tools to deal money, retirement savings, planned giving; Deborah Reed, Financial advisor	DSU Foundation	DSU Foundation provided food, DSU provided room; Events office provided personnel	Business
8/28/2019	Career Fest	Northrup Grumman Team (Andy Haltzel, Audrey Murphy, Ryan Eckenrod, Katie Woods) intro to company and projects	DSU's Career Service	DSU provided room	Info Technology
9/11/2019	Introduction to Tru Shrimp	Introduction of Tru Shrimp, a new business start up in Madison	President's Office	DSU provided room	Business
10/2/2019	Navair Information Session	A rep from Naval Aviation Red Team, their missions	Career & Professional Development Office	DSU provided room	Career Planning
10/7/2019	Secunetics	Sam Coome from Secunetics will be discussing some of the projects he works on, the tools and technologies he uses, and some of the unique problems he's had so solve during the course of his work.	DSU Computer Club	DSU provided room	Info Technology
10/10/2019	Critical Language Scholarship	Critical Language Scholarship representative presented and answered questions on scholarships, and get application tips	DSU World Language Club	DSU provided room	Career Planning
10/11/2019	Planned Giving	Presentation on planned giving, Marc Littlecott, Director of Planned giving for SDSU and Dick Ericsson, Attorney at Law	DSU Foundation	DSU provided room	Business
10/15/2019	Andrea Thompson, Deputy Assistant to the President at the State Department	Met with groups of faculty, administrative leaders and the Dean of the Beacom College. Her visit coincided with our investigation of new course offerings, relationships with industry and governmental entities, and unique academic offerings like our major in Cyber Leadership and Intelligence.	Beacom College of Computer and Cyber Sciences	DSU provided room	Info Technology
10/17/2019	Creative Caliber Info Session	Come hear what a creative agency like Caliber Creative (brand, digital & web agency) is all about, what they look for in an intern/full-time employee and how to shine!	Career & Professional Development Office	DSU provided room	Info Technology
10/18/2019	Omnitech	Omnitech (data & software engineering firm) representatives to give a brief overview of the company and information on their Software Engineer/UX/Designer internship opportunities	DSU Career and Professional Development Services	DSU provided room	Info Technology
10/21/2019	When Excellence is Inclusive: Engaging Diversity in the Classroom	Lemont Sellers, USD. This session intoduced faculty to ways to think critically about their approaches to engaging the diveristy of students more effecttely for mutual success	Center for Teaching and Learning	DSU provided room	Teaching Pedagogy

10/25/2019	SD Society of Teaching in Education (SDEA)	Fall Professional Development Workshop-Serve the technology needs of school districts-6-7 presenters	K12 Data Center, TIE and SDSTE	DSU provided rooms	Info Technology
NORTHERN STATE UNIVERSITY: (July 1 – October 31, 2019)					
Date	Title	Description (including title and name of speaker[s])	Sponsor (e.g., name of professor or course, name of student organization, etc.)	University Resources Provided (e.g. funding, building/room, personnel, etc.)? If yes, include details of resources provided.	Category (e.g., science, engineering, IT, business, political science, administrative, arts, history, etc.)
8/13/2019	Rebecca Mieliwocki - Seize the Day: Create a Culture Where Students Are At Their Best	Back To School Workshop	Millicent Atkins School of Education; Online & Continuing Education Office	Y - JFAC 300; stipend in the amount of \$6,000 provided from University funds	Education
8/22/2019	Keynote Address - Paradigm Shift	TRIO SSS Student/Parent Welcome	TRIO SSS	Y - SU Centennial Rooms; stipend in the amount of \$2,500 provided from a grant	Student Success
8/22/2019	Billie Sutton - Leadership Institute	Leadership	Residence Life	Y - SU Centennial Rooms; stipend in the amount of \$500 provided from University funds	Residence Life/Orientation Leaders/Admissions
8/25/2019	Dr. Liz Sills - Why College Matters Even Though You Can Google Things	Wolf Talks	TRIO SSS and Student Involvement and Leadership	Y - JFAC 181	Student Success
9/9/2019	Ramekon O'Arwisters - Crochet Jam	Introduction to Digital Media class	School of Fine Arts	Y - Art classrooms	Art
9/11/2019	Megan Frewaldt - Self-Regulation and Mindfulness	Wolf Talks	TRIO SSS and Student Involvement and Leadership	Y - JFAC 181	Student Success
9/17/2019	Constitution Day	Various activities	NSU (organized by History & Social Sciences Department)	Y - Student Center	History & Social Sciences
9/18/2019	Anthony Schwan (Anthony's Jewelers)	Survey of Business Class	School of Business - Dr. John Peterson's BADM 101, Survey of Business class	Y - classroom	Business
9/18/2019	Dr. Jon Schaff - Lincoln and the Limits of Presidential Power	Noon Forum	NSU Faculty Senate and Office of Instructional Services	Y - Library Rotunda	Campus wide
9/18-19/2019	Kris Stanichar - Suzuki String Pedagogy	String Methods class	School of Fine Arts	Y - Music classroom	Music
9/24/2019	Officer Tanner Seaman - Explorer's Program	Criminology Class	College of Arts & Sciences	Y - classroom	Criminal Justice
9/24/2019	Officer Tanner Seaman - Working in Law Enforcement	Policing in a Free Society Class	College of Arts & Sciences	Y - classroom	Criminal Justice
9/25/2019	Keynote - Brian Smith (Founder of UGGs shoes). Will also be speaking in classes 9/24/19. Other speakers - Kory Anderson (President, Anderson Industries in Webster), SD; Briana Kusler (Kusler Kamps); Gabriella Laimer (BellaFiguria Media); Lance Larsen (Agtegra Innovation Center); Kelly Weaver (SBDC)	Creat 'N'Fest	School of Business	Y - JFAC 117; stipend in the amount of \$6,500 provided from a grant	Business
9/25/2019	Dr. Audrey Miller and Robert Spring - Dueling Clarinets	Noon Forum	NSU Faculty Senate and Office of Instructional Services	Y - Library Rotunda	Campus wide
9/27/2019	Danielle Krysa - artist	Art Classes	Northern Galleries	Y - art classrooms; stipend in the amount of \$5,000 provided from University funds	Art
10/2/2019	Dr. Lysbeth Benkert-Rasmussen and Dr. Pen Pearson - Dueling Ink	Noon Forum	NSU Faculty Senate and Office of Instructional Services	Y - Library Rotunda	Campus wide
10/7/2019	Tabor White Buffalo- Native American Cultural Education	Native American Day Event	Native American Student Association	Y - SU Centennial Rooms; stipend in the amount of \$250 provided from University funds	History & Social Sciences
10/8/2019	Jason DeShaw (mental health speaker and country singer) - Serenity in the Storm	National Disabilities Employment Awareness Month (NDEAM) 2019: "The Right Talent, Right Now"	Aberdeen Chamber of Commerce (outside entity)	Y - AB 300	Disability Awareness
10/8-9/2019	Jennifer Kilber (Agtegra)	Principles of Marketing Class	School of Business	Y - classroom	Business
10/9/2019	Lest We Forget - Memories of Past Teachers	Noon Forum	NSU Faculty Senate and Office of Instructional Services	Y - Library Rotunda	Campus wide
10/11/2019	Tracy Steel and Jordyn Dekker (DSS Child Protection Services) - Child Welfare Services	Sociology classes	College of Arts & Sciences	Y - classroom	Sociology
10/15/2019	Methamphetamine Epidemic (Detective Brad Jung; Battalion Chief JR Huebner; Jim White - MEd, LAC; Crystal Christenson; Dave Jansa - Face It Together; Governor Kristi Noem)	Wellness Symposium	Aberdeen Chamber of Commerce (outside entity)	Y - Barnett Center	Health
10/15-16/2019	Information Systems and Database Development Using Various Tools, Languages and Modeling Techniques - SD Bureau of Information & Technology personnel (Daren Sell, Barry Marcuson, Krystle Nipp, Wade Douglas)	Management Information Systems & Database Management Systems classes	School of Business	Y - classroom	Management Information Systems
10/16/2019	Dr. Leigh Neys and Ms. Ioana Hojda - What in the World?	Noon Forum	NSU Faculty Senate and Office of Instructional Services	Y - Library Rotunda	Campus wide
10/16/2019	Petr Ludwig (Co-Author of The End of Procrastination) - Overcoming Barriers to Productivity	Wolf Talks	NSU Honors Program	Y - JFAC 300	Campus wide

10/17/2019	Dr. Tom Osborne (former coach Nebraska Cornhuskers)	Dacotah Bank Lenders Conference	Dacotah Bank (outside entity)	Y - Student Center	Community
10/18/2019	Jamie Nannenga (Avera@Home) - Hospice	Sociology classes	College of Arts & Sciences	Y - classroom	Sociology
10/21/2019	Jenny Barnes (Avera) - Social Work Services in the Hospital	Sociology classes	College of Arts & Sciences	Y - classroom	Sociology
10/23/2019	Dr. Ben Harley - Resounding Pedagogies: Building Classroom Community through Sound	Noon Forum	NSU Faculty Senate and Office of Instructional Services	Y - Library Rotunda	Campus wide
10/24/2019	Daniel Uhler and Janet Hedge - Human Resources and what entails, their experiences in the area.	Survey of Business class	School of Business	Y - classroom	Business
10/24-25/2019	Dr. Alexander C. Diener (University of Kansas - Geography Professor) - New Roads across the Mangolian Plans: Intended and Unintended Consequences of Axial Development and Five Keys to Success in Graduate School; Identity Landscapes of Central Asia: Kazakhstan or Kazakhstani-stan	Arts & Sciences Speaker	College of Arts & Sciences	Y - classroom	Geography
10/25/2019	Kelly Weaver (SBCD) - services offered by SBCD, business plans, business financing, Q&A on business start-ups, BIG Idea judging	Entrepreneurship class	School of Business	Y - classroom	Business
10/28/2019	Daniel Uhler and Janet Hedge - Human Resources and what entails, their experiences in the area.	Survey of Business class	School of Business	Y - classroom	Business
10/28/2019	Ron Parker - Gospel Music	Class Voice class	School of Fine Arts	Y - Music classroom	Music
10/29/2019	Sanford Health Personnel - Medical lab science job opportunities within Sanford Health	Medical Lab Science Program	College of Arts & Sciences	Y - classroom	Medical Lab Science
10/30/2019	Farm Service Agency - career opportunities	Phi Beta Lambda meeting	Phi Beta Lambda/Business Club - School of Business	Y - Student Center	Business
South Dakota State University: (July 1 – October 31, 2019)					
Date	Title	Description (including title and name of speaker[s])	Sponsor (e.g., name of professor or course, name of student organization, etc.)	University Resources Provided (e.g. funding, building/room, personnel, etc.)? If yes, include details of resources provided.	Category (e.g., science, engineering, IT, business, political science, administrative, arts, history, etc.)
7/11/2019	Student Body Language	Chris Carter- Mind reader, Mentalist and Motivational Speaker	Fishback Summer Scholars Program	Student Union, Jack's Place; We contracted for 2 events, July 10th and 11th for \$3000.00. The July 10th show was entertainment only; Other	Social Sciences
7/22/2019	Project-Based Learning Workshop	Telannia Norfar, PBLWorks National Faculty	REMAST Scholarship Program Conference	Access provided	Education
7/23/2019	Business Analytics	Kelly Crevier, Business Intelligence Manager, Fishback Financial Corporation	SDSU Data Analytics camp for high school students	Access provided	Business
7/23/2019	Classroom Spotlight: Bioethics Debates	Melissa Hitner, SF New Tech High School	REMAST Scholarship Program Conference	Access provided	Science
7/23/2019	Coding in the Classroom	Chelsey Baumbach, Triton Middle School	REMAST Scholarship Program Conference	Access provided	IT
7/23/2019	PBL: Stained Glass Window Project	Bailey Carmany, SF New Tech High School	REMAST Scholarship Program Conference	Access provided	Arts
7/24/2019	Analytics in healthcare	Dr. Valerie Bares, Program Director & Senior Biostatistician at Sanford Research	SDSU Data Analytics camp for high school students	Access provided	Healthcare/IT
8/13/2019	Board of Nursing Information and Nursing Scope of Practice	Linda Young, RN, MS, FRE, BC, Nursing Program Specialist, Program Director SDCNW. Presentation	NURS 472,Robin Brown, College of Nursing	Access provided	Healthcare
8/20/2019	Financial Literacy Workshop for AISC Early Orientation	Tom Fishback, VP and Seneior Wealth Management Services Officer, First Bank and Trust	American Indian Student Center	Access provided	Student Success
8/21/2019	Money Management	Lorna WoundedHead	American Indian Student Center	Access provided	Student Success
8/27/2019	EKG Interpretation	Ashkok Kumar presented on reading EKGs for NP students	NURS 771, Janice Conlee, College of Nursing	Rushmore Building, 1220 Mt. Rushmore Road, Rushmore B	Healthcare
8/27/2019	Human Papillomavirus (HPV): Disease and Prevention	Archana Chatterjee, MD, PhD Professor and Chair, Dept of Pediatrics and Senior Associate Dean for Faculty Development, USD Sanford School of Medicine	Student Collaboration for the Advancement and Promotion of Pharmacy	Rotunda D, \$370 salary; Grant	Healthcare
8/28/2019	HIG: Graphic Design + Hospitality	Joseph Schaeffer, Creative Director, Made by Thaw	HMG7T 472, ID 451, GDES 307 Dr. Julie Tkach, Dallas Willman, Dr. Young Ae Kim	Access provided	Business
8/30/2019	Board of Nursing Information and Nursing Scope of Practice	Linda Young is with the SD BON and has beneficial information for graduating students	Undergraduate Nursing	Wagner Hall, 344	Healthcare
8/30/2019	Genetic Determinants of Antiviral Gene Silencing in Plants	Hernan Garcia-Ruiz-Assistant Professor, Department of Plant Pathology, Nebraska Center for Virology, University of Nebraska-Lincoln	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Agriculture
8/30/2019	Importance of Research and Evidence-Based Practice	Amber, Fischer, presented to class on the importance of research and evidence-based practice in healthcare. Also differentiated between the DNP and PhD roles in research and EBP	NURS 360, Sarah Mollman, College of Nursing	Health Science Building, Rapid City SD, Aud A	Healthcare/Research
9/3/2019	Atrial Fibrillation	Lizanne Laird spoke on atrial fibrillation	NURS 771, Janice Conlee, College of Nursing	Rushmore Building, Room B	Healthcare
9/3/2019	Genius or process? Explore creative ideas	Ted Heeren, co-owner, Fresh Produce Marketing	School of Communication and Journalism -- Advertising Club Guest Speaker	Access provided	Communications
9/3/2019	Pre-Vet Curriculum	Dr. David Knudsen	VET 120 class Dr. Bev Cassady, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture

9/5/2019	Diversity University	Julia Garcia- creator and founder of Truality.org; a TRU Movement that combines motivational speaking with the creative	University Program Council	University Student Union, VBR; \$4600 cost paid in full by University Program Council with allotted GAF dollars. Event was free to students and community members; General	Student Success
9/5/2019	September CommUNITY Meeting: Ebony Stewart	Ebony Stewart is an international touring poet and performance artist. Her work speaks to the black experience, with emphasis on gender, sexuality, womanhood, and race, with the hopes to be relatable, remove shame, heal minds, encourage dialogue, and inspire folks in marginalized communities.	Office of Multicultural Affairs, Black Student Alliance, Helping Everyone Reach Optimal Health, & Feminist Equality Movement	University Student Union, Lewis & Clark Room; \$2,100 All-Inclusive; General	Diversity/Title IX and EO
9/5/2019	South Dakota News Watch	Randell Beck and Jack Marsh, co-founders	School of Communication and Journalism — MCOM 416 Mass Media in Society	Access provided	Communications
9/6/2019	The Carboxysome Life Cycle: Biogenesis and Degradation of Carbon-Fixing Organelles in Cyanobacteria	Jeffrey Cameron is an Assistant Professor in the Department of Biochemistry and an Institute Fellow in the Renewable and Sustainable Energy Institute (RASEI) at the University of Colorado-Boulder	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
9/9/2019	Persistence in Education	Dr. Florencio Aranda, Multicultural Latino Retention Advisor	SPAN 392 Writing Global Spanish	Access provided	Student Success
9/9/2019	Public Data and Price Discovery	Erik Gerlach, State Statistician, USDA-NASS	AGEC485/585, Farming and Food System Economics	SCEH, 223	Agriculture/Business
9/10/2019	Caring and Palliative Care Discussion Panel	Susan Johnson-All speakers affiliated with Regional Health Home Plus and Hospice (605) 755-7710	NURS 372	Health Science Building, 1011 10th Street, Rapid City, SD 57701, Auditorium A	Healthcare
9/10/2019	Therapy & Service animals	Dr. Liz Droke, Maia Moore	VET 120 class Dr. Bev Cassady, College of Agriculture, Food & Environmental Sciences	Access provided	Diversity/Agriculture/Social Science
9/11/2019	Ethical Issues	Marcia Taylor, RN, MSN, MBA, FACHE, Patient Experience Team, Rapid City Regional Health	Nurs 835 class—Dr. Cindy Elverson & Dr. Mary Isaacson, College of Nursing	Zoom	Healthcare
9/11/2019	Introduction to Diversity and Inclusion	Kas Williams, Director of Diversity, Inclusion, Equity & Access; and Florencio Aranda, Program Advisor for Latina/o/x Student Affairs	AHSS 111 Introduction to Global Citizenship and Diversity; Dr. Marie Pierre-Baggett and Dr. Nicole Flynn; College of Arts, Humanities & Social Sciences	Access provided	Diversity
9/12/2019	First Swine Club Meeting 2019-20	Tim Helier, from PIC will talk about what PIC has to offer and talk about some advice	Swine Club	Access provided	Agriculture
9/12/2019	Guest lecture on “Black Puerto Rican Female Writers” and the short stories “Silencing” and “The Milk Nanny”	Afro-Puerto Rican writer, poet, and narrator Dr. Yvonne Denis Rosario is a professor from the Faculty of General Studies of the University of Puerto Rico, Río Piedras Campus	School of American and Global Studies. Course: GLST 401/WMST492: Global Cultures and Identities. Drs. Molly Enz and Luz A. Kirschner	Access provided	Diversity
9/12/2019	Nursing Concepts of Culture & Diversity	Kas Williams, Chief Diversity Officer at SDSU	Nurs 272--Cori Heier, College of Nursing	STI Campus, Sioux Falls, rm 291	Diversity/Healthcare
9/12/2019	Pre-Law Society Law School Expo	Representatives from eight area law schools will be on hand to provide information and answer questions.Participating Schools:Creighton UniversityMitchell Hamline School of LawOhio Northern UniversityUniversity of MinnesotaUniversity of NebraskaUniversity of North DakotaUniversity of South DakotaUniversity of St. Thomas	Pre-Law Society (Student Organization)	Access provided	Student Success
9/12/2019	Pulmonary Disorders and heart failure	Joseph Rees, MD Avera	NURS 771 Robin Arends, Sheryl Marckstadt, College of Nursing	Access provided	Healthcare
9/13/2019	American Council on the Teaching of Foreign Languages Workshop, “I Want My Students to Change the World. Integrating Intercultural Competence into Language Learning”	Greta Lundaggard, ACTFL Consultant	School of American and Global Studies, Modern Languages Program, SD World Languages Association	Access provided	Diversity/Education
9/13/2019	Consumption and Income Dynamics of the Rural Poor: Evidence for Behavioral Consmpntion Theories using High-Frequency Household-Level Income-Diary Data in Rural Uganda	David Just, Susan Eckert Lynch Professor in Science and Business, Dyson School of Applied Economics & Management, Cornell University	Graduate Seminar	Harding Hall, 206 & 025; Travel Voucher (airfare/per diem) = \$608.32 ; Foundation	Business
9/13/2019	Consumption and income dynamics of the rural poor: Evidence for behavioral consumption theories using high-frequency household-level income-diary data in rural Uga	Dr. David R. Just is an agricultural economist who examines individual decisions involving both consumers and producers in the food system. His work has examined public policy issues around food choice, food assistance, and the impact of biofuel policy on food markets.	Ness School of Management and Economics, College of Arts, Humanities and Social Sciences	Harding Hall, 0025; Air ticket	Business
9/13/2019	Joshua Sopka, Turning Point USA	Joshua Sopka, Turning Point USA	Student Organization	Lodging; General	
9/13/2019	Joshua Sopka, Turning Point USA	Joshua Sopka, Turning Point USA	Student Organization	Access provided	Diversity/Political Science
9/13/2019	Network-Based Discovery for Plant Steroid Hormone Regulation of Growth and Stress Responses	Dr. Yanhai Yin received his Ph.D. in Macromolecular and Cellular Structure and Chemistry from the Scripps Research Institute in 1997 in the laboratory of Dr. Roger Beachy	Iowa State University/GDCB Department	McFadden Biostress Laboratory, 103	Science
9/13/2019	On Capá prieto, myths of Afro-Puerto Rican women, and Puerto Rican literature	Dr. Yvonne Denis-Rosario is a national and international award-winning writer, poet, and narrator	The Spanish Club, Sigma Delta Pi, The Speaker Request Fund, and the Department of Modern Languages and Global Studies	SDSU Alumni Center, Woster Celebration Hall; \$ 500.00 honorarium \$ 600.00 airline \$ 150.00 hotel 3 nights \$ 140.00 per diem; Other	Diversity
9/13/2019	Physics Informed Machine Learning for Turbulence Modeling	Dr. Richard Schmalz, Oceanographer (retired), NOAA/NOS	Math/Stat Department, Jerome J. Lohr College of Engineering	AME, 210	Science

9/13/2019	Will Witt, Turning Point USA	Will Witt, Turning Point USA	Student Organization	Access provided	Diversity/Political Science
9/15/2019	Journalism	Laura Butterbrodt, Watertown Public Opinion; David Bordewyk SDNA	School of Communication and Journalism — MCOM 416 Mass Media in Society	Access provided	Communications
9/17/2019	2019 Stuart Artist-in-Residence	Jessica Campbell is a Canadian visual artist and cartoonist currently based in the midwest, working in comics, fibres, painting and drawing	School of Design, Joe & Signe Stuart Fund, College of Arts, Humanities and Social Sciences	South Dakota Art Museum, SDSU, Auditorium (lower level); \$2,500 stipend will be paid to the artist for the one-month residency.; Foundation	Arts
9/17/2019	An Unheard Voice	Elaine Pasqua-Certified Speaking Professional, presents an interactive and eye-opening program on sexual assault for students, including topics such as: consent, coercion, incapacitation, stalking, dating violence, domestic violence, heathy relationships and communication. Elaine highlights and teaches bystander intervention strategies including peer mediation in situations involving high-risk drinking and sexual assault.	Got Your Back Jack	Rotunda, D; \$5000 fully funded by the South Dakota Network Against Family Violence; Other South Dakota Network Against Family Violence	Diversity/Title IX and EO
9/17/2019	Dairy Veterinary Practice	Dr. Corale Dorn	VET 120 class Dr. Bev Cassady, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture
9/17/2019	Orientation to Library Resources in Sioux Falls	Molly Youngkin, MLS, USD Wegner Health Sciences Library	Nurs 272—Cori Heier, College of Nursing	STI Campus- Sioux Falls, rm 291	Student Success
9/17/2019	Periferal Arterial Disease	Diane Schabauer spoke on treatment of peripheral arterial disease	NURS 771, Janice Conlee, College of Nursing	Rushmore Building, Rushmore B	Healthcare
9/17/2019	Permanent tension: Iran, the United States and the World	Dr Schorn is Associate Professor of Political Science and Director of the International Studies Program at USD	SD World Affairs Council	Larson Performing Arts Center, Founders' Recital Hall; SDWAC will reward Dr Schorn with a \$200 honorarium for his sharing his time and expertise with us.; Other SD World Affairs Council	Political Science
9/18/2019	Farm Family Transition: Challenges and Opportunities	Alan Hojer, First Dakota National Bank	AGEC 471/571, Adv Farm & Ranch Mgmt	SCEH, 223	Agriculture
9/18/2019	Peace Corps	Andréa Mayrose; Secretary for SDSU Residential Life; Presented about her experience as a Peace Corps Volunteer in Zambia	Global Studies 201; School of American & Global Studies, College of AHSS	Access provided	Student Success
9/18/2019	Sayre Associates Engineering Projects	Local engineering projects presented to ASCE student chapter.	ASCE Student Chapter	CEH, 204	Engineering
9/19/2019	Dakota Puckertoes and the Woodland Heritage	Cole Redhorse Jacobson is an enrolled member of the Prairie Island Indian Community of southeastern Minnesota and belongs to the Bdewakantunwan band of Dakota. A graduate of the Minneapolis College of Art and Design with an emphasis in fine arts studio, he is also a traditional artist, having been trained in beadwork, quillwork and moccasin making	South Dakota Art Museum	South Dakota Art Museum, Auditorium; Travel expenses TBD; General	Arts
9/19/2019	Session One of Indigenizing Spaces: Media Representations of Female Leadership	Faith Spotted Eagle is a mother, grandmother and a woman who strives to protect the sacred through her work on the Ihanktonwan Treaty Committee, counseling those suffering from PTSD and intergenerational trauma. She holds an M.A. in educational psychology and counseling from University of South Dakota. She has served as a school counselor and principal. Faith is deeply involved in cultural revitalization through the Brave Heart Society, a traditional circle that seeks to enhance and preserve Dakota, Nakota, and Lakota culture for coming generations.	American Indian Studies Program, American Indian Student Center, Women, Gender, & Sexuality Studies, School of American and Global Studies, School of Communication and Journalism, College of Arts, Humanities, & Social Sciences, Wokini Initiative	University Student Union, Volstorff Ballroom; \$1000 honorarium from American Indian Studies program \$500 flight travel \$120 per diem for meals \$175 for two nights of hotel costs \$50 for shared car rental; General	Diversity/Communications
9/19/2019	Session One of Indigenizing Spaces: Media Representations of Female Leadership	Karrin Vasby Anderson, Anderson is coauthor or editor of three books: Woman President: Confronting Postfeminist Political Culture; Women, Feminism, and Pop Politics: From “Bitch” to “Badass” and Beyond; and Governing Codes: Gender, Metaphor, and Political Identity. She has published articles in the Quarterly Journal of Speech, Communication and Critical/Cultural Studies, Rhetoric & Public Affairs, Presidential Studies Quarterly, Women’s Studies in Communication, Communication Quarterly and White House Studies.	American Indian Studies Program, American Indian Student Center, Women, Gender, & Sexuality Studies, School of American and Global Studies, School of Communication and Journalism, College of Arts, Humanities, & Social Sciences, Wokini Initiative	University Student Union, Volstorff Ballroom	Diversity/Communications

9/19/2019	Session Three of Indigenizing Spaces: Rematriating Leadership and Land	Janet Flores has overseen fundraising campaigns and co-coordinated trainings for rapid response networks with the Workers Center of Central New York. In community college, Flores served as the Honors Student Organization president where she crafted academic development workshops now implemented in honors colleges across the city of Houston. She collaboratively crafted a one-of-a-kind online multi-media platform by and for Indigenous women at Rematriation Magazine. She holds an associate degree in international studies from the Lone Star College System and is completing a B.A. in geography at Syracuse University.	American Indian Studies Program, American Indian Student Center, Women, Gender, & Sexuality Studies, School of American and Global Studies, School of Communication and Journalism, College of Arts, Humanities, & Social Sciences, Wokini Initiative	University Student Union, Volstorff Ballroom; \$1000 honorarium from American Indian Studies program \$500 flight travel \$120 per diem for meals \$175 for two nights of hotel costs \$50 for shared car rental; General	Diversity
9/19/2019	Session Three: Rematriating Leadership and Land	Louise Mcdonald champions the philosophy of Kahnistensera ("Mother Law")—a natural law that binds Onkwehon:we, or Indigenous, kinship society. She is the lead conductor of the Moon Lodge Society	American Indian Studies Program, American Indian Student Center, Women, Gender, & Sexuality Studies, School of American and Global Studies, School of Communication and Journalism, College of Arts, Humanities, & Social Sciences, Wokini Initiative	University Student Union, Volstorff Ballroom; \$1000 honorarium from American Indian Studies program \$500 flight travel \$120 per diem for meals \$175 for two nights of hotel costs \$50 for shared car rental; General	Diversity
9/20/2019	Case Management	Marcy Morrison-Clinical Liaison	Sarah Mollman	Health Science Building, Rapid City, SD, Room 111	Healthcare
9/20/2019	Jeff Lakner, Lakner Farms	Jeff Lakner, Lakner Farms	ECON 319, Ness School of Management & Economics	Harding, 025	Business
9/20/2019	Mass Casualty Response	Samantha Hill- Disease Intervention Specialist	NURS444, Aberdeen NACC, College of Nursing	MJ, 141	Healthcare
9/20/2019	Plant reproductive evolution at geographical range limits	Professor Barrett obtained his PhD from the University of California at Berkeley and is an evolutionary biologist with interests in the evolution of plant reproductive systems and the ecology and genetics of invasions	Corothers Life Science Seminar, Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA), College of Natural Sciences	Edgar S. McFadden Biostress Laboratory Building, SNP 103; Corothers Life Science Seminar is taking care of all other expenses. Lodging provided by Dudash and Fenster;	Science/Agriculture
9/23/2019	Do Takeover Threats Deter Corporate Investment? Structural Estimation Evidence from State Antitakeover Legislation	Qiang, Kang, Associate Professor, Florida International University	Joseph Santos, Dykhouse Workshop Series	Harding, 206; Travel Voucher \$589.76 Lodging \$75 Meal \$ 86.95 Lunch \$17.63; Grant	Business
9/24/2019	Careers in Biostatistics	Dr. Valerie Bares, Program Director & Senior Biostatistician, Sanford Research	Math/Stat Department, Jerome J. Lohr College of Engineering	CEH, 209	Engineering
9/24/2019	Presentation on Buddhism	Mr. Kent Kulvichit	REL 250 World Religions, Religion Minor, Dr. J. Murphy	Access provided	Diversity
9/24/2019	Presentation on Hinduism	Dr. Chandradhar Dwivedi	REL 213 Intro to Religion, Dr. Mike Berhow	Access provided	Diversity
9/24/2019	Swine Veterinary Practice	Dr. Monte Fuhrman	VET 120 class Dr. Bev Cassady, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture
9/24/2019	The art of conducting focus groups	Holly Riker, marketing manager, Hot Pink, Inc	School of Communication and Journalism -- PUBR/ADV 472, Research and Planning	Access provided	Communications/Research
9/24/2019	The Liberal Arts and Technology: Our Need for Ethics	George Tsakiridis, Lecturer of Philosophy and Religion for the School of American & Global Studies, will receive the seventh-annual J.P. Hendrickson Liberal Arts Faculty Scholar Award and deliver the Herbert Cheever Jr. Liberal Arts Lecture.	College of Arts, Humanities & Social Sciences	Student Union, Volstorff Ballroom A&B; Facility rental, food, advertising, speaker - \$3,000; Other College of Arts Humanities & Social Sciences	Political Science

9/25/2019	Brookings Alcohol Diversion Program	Brookings County States Attorney Dan Nelson will discuss and answer questions about the Brookings Alcohol Diversion Program.	Pre-Law Society (Student Organization)	Access provided	Political Science
9/25/2019	Close-mindedness	Dr. Heather Battaly is Professor of Philosophy at the University of Connecticut. Dr. Battaly specializes in epistemology, ethics, and virtue theory	SDSU Ethics Lab	South Dakota Art Museum, Art Museum Auditorium (SMU 104); Honorarium: \$1300 Travel: ~\$850; General	Political Science/Diversity
9/25/2019	Stolen Education Q&A with Dr. Enrique Alemjin, Jr.	Join us for a digital Q&A with the writer and producer of the documentary titled Stolen Education which dissects past Mexican-American racial inequity in the Texas public school system.	Latin American Student Association, Black Student Alliance, Office of Multicultural Affairs	Access provided	Diversity
9/25/2019	Transgender and Non-Binary Gender Identities	Chris Hartzler, Transgender Activist	AHSS 111 Introduction to Global Citizenship and Diversity; Dr. Marie Pierre-Baggett and Dr. Nicole Flynn; College of Arts, Humanities & Social Sciences	Access provided	Diversity
9/26/2019	HR and I/O practices	Kelsey Hillberg (HR director at Expansion Capital Group)	Alper Kayaalp instructor for PSYC 331	Access provided	Business
9/26/2019	Jessica Herrboldt, Founder, Bum's Bikes & Brew	Jessica Herrboldt, Founder, Bum's Bikes & Brew	CEO Club	Harding, 206	Business
9/26/2019	Latino Spoken Word	Vincent Perez, poetry recitation	Latin American Student Assoc (LASA)	Access provided	Diversity
9/26/2019	Nursing Leadership	Nicole Kerkenbush-Chief Nursing Officer at Regional Health Rapid City Hospital	College of Nursing	1011 10th Street Rapid City SD, Aud A	Healthcare
9/26/2019	What Populism Today Teaches Us About Ourselves	Dr. Kirk Hawkins is an associate professor of Political Science at Brigham Young University, where he teaches Latin American politics	SDSU Ethics Lab	Performing Arts Center, Fishback Auditorium; Honorarium: \$1300 Travel Expenses: ~\$850; General	Political Science
9/27/2019	Increasing crop yield for dryland agricultural production system	Hong Zhang-Professor, Biological Sciences, Texas Tech University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Agriculture
9/27/2019	Kevin Tetzlaff, CEO/President, First Bank and Trust	Kevin Tetzlaff, CEO/President, First Bank and Trust	ECON 319	Harding, 025	Business
9/27/2019	Populism and the Recovery of Intellectual Virtues	Dr. Kirk Hawkins, assoc. professor of Political Science at Brigham Young University and Dr. Heather Battaly, professor at University of Conneticut	History, Political, Philosophy & Religion Science	Access provided	Political Science
9/27/2019	The State of Affordable Housing in South Dakota and Brookings	Dan McColley, Brookings Habitat for Humanity; Patty Bacon, Brookings City Council	School of American and Global Studies/Political Science/Politics of Inequality (POLS 360)	Access provided	Political Science
9/30/2019	AIA SD Keynote	John Ronan	Architecture at large	Access provided	Arts
9/30/2019	Case Management	Marcy Morrison presented on community case management, including patient scenarios and best practices	NURS 435, Sarah Mollman, College of Nursing	Access provided	Healthcare
9/30/2019	Coping With a Fast-Changing World: Why Geography Matters	Professor Murphy is a political-cultural geographer with regional specialties in Europe and the Middle East	Geography and Geospatial Sciences	Rotunda, Rotunda D; Airline (not yet purchased) Honorarium Lodging provided by a faculty member Meals/reception; Foundation	Science
9/30/2019	USD MSW program: Preparing for a career as a Social Worker	Dr Kelly Bass is the coordinator of the USD MSW program	Sociology Depatement, College of Arts, Humanities and Social Sciences	The Barn, 118 and 114	Student Success
9/30/2019	What It Takes to be Successful Rancher?	Steve Munger, Eagle Pass Ranch	AGEC 471/571, Adv Farm & Ranch Mgmt	SCEH, 223	Agriculture/Business
10/1/2019	Advice from retired NCOs	Robert Thompson and Neal Stratman (retired NCOs) spoke to class about leadership on the battlefield. Both gentlemen are combat veterans	LTC Sewell, Stephen – MSL 401	Access provided	Social Sciences
10/1/2019	Data Science in Health Care	Dr. Emily GRIESE	Math/Stat Department, Jerome J. Lohr College of Engineering	Art Museum, 104	Healthcare/IT
10/1/2019	Data Science in Health Care	Dr. Benson Hsu, VP of Population Health, Sanford Health	Math/Stat Department, Jerome J. Lohr College of Engineering	Art Museum, 104	Healthcare/IT
10/1/2019	Growing Research Champions - Keynote and Panel	Dr. Dane Skow, Executive Director of CCAST Department at North Dakota State University	Presidents Office	Access provided	Research/IT
10/1/2019	Horse Training and Evaluation	Diane Englund- Horse Trainer & Judge	AS 389 Carmen Paulson, Animal Science Department, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture
10/1/2019	How Technology Impacts the U.S. Latinx Community	Ariel Coro is a leading and trusted speaker and subject matter expert	Office of Multicultural Affairs, Latin American Student Association, Common Read, Van D. and Barbara B. Fishback Honors College, and the University Program Council	University Student Union, Lewis & Clark Room 262; OMA/LASA: 2500 Honor's College/Common Read: 500 University Program Council: 2000; General	Diversity
10/1/2019	Mixed animal veterinary practice	Dr. Adam Benson	VET 120 class Dr. Bev Cassady, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture

10/1/2019	Pediatric Gastrointestinal Disorders	Deb Kuehn spoke on pediatric gastrointestinal disorders	NURS 771, Janice Conlee, College of Nursing	Rushmore Building, Rushmore B	Healthcare
10/2/2019	Design Process for SDSU American Indian Student Center	Two engineers from TSP in Sioux Falls presented about career advice and current projects to the ASCE student chapter(Lucas Lorenzon, Austing DeJong)	ASCE	CEH, 204	Arts
10/2/2019	The Future of Libraries	Dr. David Staley- Director of the Humanities Institute and Director of the Center for the Humanities in Practice at Ohio State University	H.M. Briggs Library	Hilton M. Briggs Library, 241; Dr. Staley's talk at the Hilton M. Briggs Library was part of a series of talks on the South Dakota State University campus. Dr. Staley's fees were funded by a South Dakota Humanities Council grant, the College of Engineering, the College of Arts, Humanities, and Social Sciences, and the Hilton M. Briggs Library. The library's portion was \$1,000; Grant and Foundation	Social Sciences
10/2/2019	Topic: Sex Trafficking and Victim/Survivor Resources	Megan Assman Davis/Call to Freedom, Sioux Falls	SOC Department	Access provided	Social Sciences
10/2/2019	Working with Lobbyists in Congress	Congressman Dusty Johnson	School of American and Global Studies/Political Science/Interest Groups & Lobbying (POLS 492)	Access provided	Political Science
10/3/2019	2019 Stuart Artist-in-Residence Open Studio Event	Jessica Campbell, Stuart AiR	School of Design	Access provided	Arts
10/3/2019	A Strategy for the Humanities in the 21st Century	Author, historian, and humanist David Staley	College of Arts, Humanities and Social Sciences, J. Lohr College of Engineering, Briggs Library, South Dakota Humanities Council	Oscar Larson Preforming Arts Center, Founders Recital Hall; 2000 honorarium; \$1000 travel, \$1,000 facilities rental, \$500 misc. expenses, \$450 program director and fiscal agent -- in kind contributions); Other General funds from College of Engineering (2500), Briggs Library (\$1000), and College of Arts, Humanities and Social Sciences (\$1000), as well as a \$500 grant from the South Dakota Humanities Council.	Social Sciences
10/3/2019	Actuarial Science	Logan Veurink, Sammons Financial	Math/Stat Department, Jerome J. Lohr College of Engineering	CEH, 209	Engineering
10/3/2019	Bank regulation	Hanna Michaels, Senior Bank Examiner, Office of the Comptroller of the Currency	ECON 330, Money and Banking	Harding, 025	Business
10/3/2019	Guest critic	Jeff Grob, ASLA	LA 341 class, Jeremiah Bergstrom, Landscape Architecture Program	Access provided	Arts
10/3/2019	Leadership from 7 th Special Forces Group	COL John Sannes (SDSU ROTC Class of 97) spoke with Cadets on leadership	LTC Sewell, Stephen – MSL 401	Access provided	Social Sciences
10/3/2019	RCAS Whole Child Initiative	Whitnee Pearce, Director of Diversity, Equity, & Outreach, RCAS	NURS 444L, Mary Isaacson, College of Nursing	1220 Mt. Rushmore Road RC, Rushmore A	Healthcare
10/3/2019	Temporary Installations	Ken Smith, FASLA	Landscape Architecture Program, Prof Don Burger	Access provided	Arts
10/4/2019	Lobbying from the Perspective of Congressional Staffers	Dr. Florencio U. Aranda III, South Dakota State University Office of Multicultural Affairs	School of American and Global Studies/Political Science/Interest Groups & Lobbying (POLS 492)	Access provided	Political Science
10/4/2019	N-of-1 Cancer Transcriptome Profiling	Dr. Tobias Meissner, Bioinformatician, Avera Health	Math/Stat Department, Jerome J. Lohr College of Engineering	Art Museum, 104	Healthcare
10/4/2019	RNA Silencing in Plant Pathogenic Fungus <i>Sclerotinia Sclerotiorum</i>	Shin-Yi Marzano, Assistant Professor, Department of Biology and Microbiology and Department of Agronomy, Horticulture and Plant Science, South Dakota State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA), College of Natural Sciences	SNP, 103	Science
10/7/2019	Banks and Natural Disasters	James Barth, Professor of Finance, Auburn University	Joseph Santos, Dykhouse Workshop Series	Harding, 206; Travel Voucher \$1036.42 (airfare/lodging/etc.); Grant	Business
10/7/2019	Digital marketing in retail	Deidra Knaus, director of digital marketing, AR Workshop	School of Communication and Journalism --ADV 314 Digital Promotions	Access provided	Communications
10/7/2019	Indigenous Peoples in Education	Dr. Mark Freeland, Coordinator of American Indian Studies	AHSS 111 Introduction to Global Citizenship and Diversity; Dr. Marie Pierre-Baggett and Dr. Nicole Flynn; College of Arts, Humanities & Social Sciences	Access provided	Diversity
10/8/2019	Civil / Military Operations	Brookings Co. Emergency Operations Director Robert Hill gave a class on the military's involvement in state and county emergencies	LTC Sewell, Stephen – MSL 401	Access provided	Social Sciences
10/8/2019	Data Science in Finance	Steve Cross, AVP and Senior Officer Data and Analytics, Great West Casualty	Math/Stat Department, Jerome J. Lohr College of Engineering	Art Museum, 104	Business
10/8/2019	Ensuring a Safe and Sound Financial System	Bret Afdahl, Director, SD Division of Banking	Joseph Santos, Dykhouse Speaker Series	PAC, Founders Recital Hall	Business
10/8/2019	Ensuring a Safe and Sound Financial System	Christine Gaffney, Senior Vice-President, Supervision, Regulation and Credit, Federal Reserve Bank, Minneapolis	Joseph Santos, Dykhouse Speaker Series	PAC, Founders Recital Hall	Business
10/8/2019	Meet & Greet SDSU Police Chief Tim Heaton	SDSU Police Chief Tim Heaton	SOC/CJ Course	Access provided	Social Sciences

10/8/2019	Recruitment and Selection Practices	Wendey Dailey (Talent Advisor at Sanford Health)	Alper Kayaalp instructor for PSYC 729	Access provided	Business
10/8/2019	The Regulators: Perspectives on Ensuring a Safe and Sound Financial System	Christine Gaffney is the senior vice president for Supervision, Regulation and Credit at the Federal Reserve Bank of Minneapolis. Bret Afdahl is the director of the South Dakota Division of Banking and, currently, chairman of the Conference of State Bank Supervisors	Dykhouse Program in Money, Banking, and Regulation, Ness School of Management and Economics, College of Arts, Humanities and Social Sciences	Founders Recital Hall, SDSU Performing Arts Center, Founders Recital Hall	Business
10/8/2019	Veterinary Diagnostics	Dr. Dave Knudsen	VET 120 class Dr. Bev Cassady, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture
10/9/2019	Adventures with Organic Peroxides: Synthesis, Application as Reagents and Reaction Intermediates and Approaches to Controlled Destruction	Patrick Dussault, University of Nebraska-Lincoln	Department of Chemistry and Biochemistry Seminar	Avera, 378; Two hotel nights, meals = \$250; General	Science
10/9/2019	Critical Language Scholarship Program	Christopher Stiles, Program Officer with American Councils for International Education, presented about the Critical Language Scholarship program sponsored by the U.S. Department of State	School of American & Global Studies, College of AHSS; presentations in FREN 101, SPAN 330, SPAN 392, SPAN 477 and a lunch organized for members of student clubs within the School	Access provided	Student Success
10/9/2019	Institutional Review Board	Deb Langstraat, CIP, Sanford Health, Director-IRB	Nurs 835—Dr. Cindy Elverson & Dr. Mary Isaacson, College of Nursing	Zoom	Healthcare/Research
10/9/2019	Organ Transplant and Donation	Brandon Varilek, RN, PCCN, CCTC	NURS 434, Danielle Schievelbein, College of Nursing	Wagner Hall, 365	Healthcare
10/10/2019	Careers as an Emergency Department Pharmacist	Kyle Dvoracek, PharmD, Emergency Department Pharmacist, Avera McKennan	Student Collaboration for the Advancement and Promotion of Pharmacy	Rotunda D	Student Success
10/10/2019	Stigma Smash	Hufsa Ahmad is an award-winning speaker to touches on the issues of mental health and the stigma behind it. Hufsa will share her own personal battles she's gone through as well as how to help individuals struggling with different resources and recovery plans. Determined to end the negative stigma around mental illness, Hufsa is here with tools to help people find the support and strength they need.	University Program Council	University Student Union, Jacks' Place; \$3000 cost paid in full by University Program Council with allotted GAF dollars. Event was free to students and community members; General	Social Sciences/Healthcare
10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
10/11/2019	Eric Hanson, Homestead Holdings, Inc.	Eric Hanson, Homestead Holdings, Inc.	ECON 319	Harding, 025	Business
10/11/2019	Large Animal Veterinary Medicine	Marlene Gannon- Dakota Large Animal Clinic	AS 389 Carmen Paulson, Animal Science Department, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture
10/11/2019	U.S. Foreign Service	Ms. Najlaa Abdus-Samad, American Foreign Service Officer with the U.S. Department of State	Global Studies 201; School of American & Global Studies, College of AHSS	Access provided	Political Science
10/15/2019	Bank regulation	Tom Fishback, VP and Seneior Wealth Management Services Officer, First Bank and Trust	ECON 330, Money and Banking	Harding, 025	Business
10/15/2019	Business- to- business marketing research strategies	Vernon Brown, VP marketing and community relations and Theron McChesney, supervisor of business intelligence, SDN Communications	School of Communication and Journalism -- PUBR 472 Research and Planning	Access provided	Business
10/15/2019	Culturally Connected: Simon Moya- Smith	Simon Moya-Smith is an Oglala Lakota and Chicano journalist. He earned a Master of Arts degree in political journalism in 2013 from Columbia University Graduate School of Journalism and a Bachelor’s degree in political science with a minor in ethnic studies in 2007 from the University of Colorado Denver.	Office of Multicultural Affairs, American Indian Student Center, Latin American Student Association, & American Indian Student Association	University Student Union, Jacks' Place (SSU - Lower Level); \$2,000 All-Inclusive: OMA & AISC will split costs; General	Political Science/Communications/Diversity
10/15/2019	ISU Vet School	Deanna Gerber	VET 120 class Dr. Bev Cassady, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture
10/15/2019	Meeting	Mayor Keith Corbett (R-Brookings)	Political Science Club	Access provided	Political Science
10/16/2019	Dr. Noelle Umback	a Forensic Scientist with the New York City Office of the Chief Medical Examiner. Dr. Umback performs DNA analysis in the Department of Forensic Biology.she was responsible for the DNA identification of many of the remains of 911 victims. Dr. Umback is an SDSU alum, earning her B.S. in Professional Chemistry in 1992. She has a Ph.D. in Inorganic Chemistry from Colorado State and is a Fellow of the American Board of Criminalistics	SOC/CJ Club	Access provided	Science
10/16/2019	Engaging Students through Green & Sustainable Chemistry Curriculum	Jane Wissinger, University of Minnesota	Department of Chemistry and Biochemistry Seminar	Avera, 378; One hotel night = \$100; General	Education
10/16/2019	Mass Incarceration	Dr. Laura Renee Chandler, Director of Center for Diversity & Community, University of South Dakota	AHSS 111 Introduction to Global Citizenship and Diversity; Dr. Marie Pierre-Baggett and Dr. Nicole Flynn; College of Arts, Humanities & Social Sciences	Access provided	Social Sciences
10/16/2019	Sports and Action Photography	Dave Eggen, co-owner of Inertia	MCOM 265 Basic Photo9graphy class, instructor Frank Robertson, School of Communication and Journalism	Access provided	Arts

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
10/16/2019	Who cares about ancient history and military history nowadays?	Professors Tritle and Palaima are very well respected and published scholars in the area of military and ancient history	History Club and Phi Alpha Theta	Agricultural Heritage Museum, Agricultural Heritage Museum main hall; \$1000 grant to each speaker from the South Dakota Humanities Council speaker grant for presenting at the conference as keynote speakers. This talk for History Club is extra to the conference but the funds cover the same. \$60 room for 4 nights each = \$480 c. \$500 airfare each = \$1000 Car rental = c. \$250 Conference registration \$25 each = \$50 Meals etc. C. \$110 each = \$220 Total \$1000 each; Grant	Political Science
10/17/2019	BIO/PHIL 383: Bioethics Guest Lecture: "Working with People in Medicine"	Wicanhpi Iyotan Win Autumn Cavender-Wilson	American Indian Studies Program, School of American & Global Studies, Biology	Access provided	Healthcare
10/17/2019	First Do No Harm: Colonialism and the Weaponization of Medicine	Wicanhpi Iyotan Win Autumn Cavender-Wilson is a Wahpetunwan Dakota mother, midwife and artist living and working near the Upper Sioux Reservation in Minnesota. She has spent her life dedicated to Indigenous language revitalization, cultural reclamation and broader liberation for her people	Ethics Lab, American Indian Studies Program, School of American & Global Studies	Performing Arts Center, Fishback Auditorium; \$1500 honorarium State Mileage Rate State Per Diem State rate for one night at hotel; General	Healthcare/Political Science
10/17/2019	First session of Many Faces of War V conference 9.15-10.45 – Ancient Warfare 1: Writing Ancient War: Narrative Agency and Revisionism in Military History	Near Eastern Military Empires and the Origins of Fake News in the Ancient World - Jenn Finn, Marquette University	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/17/2019	First session of Many Faces of War V conference 9.15-10.45 – Ancient Warfare 1: Writing Ancient War: Narrative Agency and Revisionism in Military History	Hoplite Superiority and Narrative Focalization in Herodotus' Histories - Jeffrey Rop, University of Minnesota Duluth.	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/17/2019	First session of Many Faces of War V conference 9.15-10.45 – Ancient Warfare 1: Writing Ancient War: Narrative Agency and Revisionism in Military History	"A Friendly Wall": Reassessing the Utility and Success of Elephants in the Diadoch Wars (322-281) - Jenna Rice, University of Missouri-Columbia	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/17/2019	Forensic Science 101	Noelle Umback, City of New York Office of the Chief Medical Examiner	Joint Meeting of the Chemistry Club and the Criminal Justice Club	Access provided	Social Sciences
10/17/2019	Fourth session of Many Faces of War V conference 3.15-5.15 – War correspondence	Between the Pen and the Gun: The Dilemmas of Chinese Literary Figures during the Second Sino-Japanese War (1937–45) - Yip Yuk Lum Jennifer, University of Pennsylvania;	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies; Sponsored by: SDSU Department of English	Access provided	Political Science
10/17/2019	Fourth session of Many Faces of War V conference 3.15-5.15 – War correspondence	The “Hank” “Frank” Letters: General Officer Correspondence during the Korean War - John L. Minney, Air Command and Staff College;	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies; Sponsored by: SDSU Department of English	Access provided	Political Science
10/17/2019	Fourth session of Many Faces of War V conference 3.15-5.15 – War correspondence	From Bavaria to the Eastern Front: A Pictorial and Personal Narrative of the German Experience during WWII – Danielle Van Wagner, University of Toronto Library;	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies; Sponsored by: SDSU Department of English	Access provided	Political Science
10/17/2019	Fourth session of Many Faces of War V conference 3.15-5.15 – War correspondence	The Stories They Told: Wartime Journalists and tales of Heroism - Dustin Gann, Midland University	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies; Sponsored by: SDSU Department of English	Access provided	Political Science
10/17/2019	Judge Advocate General Information	Capt Sturgess is a JAG with Ellsworth AFB	Aerospace Studies, College of Arts, Humanities and Social Sciences	Depuy hall, 105	Political Science
10/17/2019	Second session of Many Faces of War V conference 11.00-1.00 – Roman and Medieval warfare	ncere est totum? The Roman attitude toward military defeat - Fabrizio Biglino, Department of Classics at Royal Holloway	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
10/17/2019	Second session of Many Faces of War V conference 11.00-1.00 – Roman and Medieval warfare	Gallienus: The man who Preserved the Empire and set the Standard for its Revival - Avery Sage, SDSU	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/17/2019	Second session of Many Faces of War V conference 11.00-1.00 – Roman and Medieval warfare	Was There a Military Revolution in Late Antiquity? – Conor Whately, University of Winnipeg	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/17/2019	Second session of Many Faces of War V conference 11.00-1.00 – Roman and Medieval warfare	The Virgin and the wall. Byzantium and the war: mite and miracle - Antonio Pio Di Cosmo, Pontificio Istituto Orientale, Roma	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/17/2019	Third session of Many Faces of War V conference; 1.30-3.00 – Trauma and Care	“Where'er we go they fear the name of Garryowen in glory:” Violence and Trauma among Irish Immigrants and Native Americans during the Plains Wars - Conor Joseph Donnan, University of Pennsylvania	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/17/2019	Third session of Many Faces of War V conference; 1.30-3.00 – Trauma and Care	Gendered Spaces, Healing Spaces: War Writing in the Scottish Women's Hospitals - Alethea Norris Seymour and the Girtton-Newnham unit of the Scottish Women's Hospitals - Anika Jensen,	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/17/2019	Third session of Many Faces of War V conference; 1.30-3.00 – Trauma and Care	University of South Alabama Fear of Flying’: Flight Disorders in World War II – Jordan Pitt, Texas Christian University	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/18/2019	Does Telepressure Affect Performance?	Chet Barney, University of South Dakota	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/18/2019	Fifth session of Many Faces of War V conference 9.00 – 10.30 – Ancient Warfare 2: Changing traditions and the Fourth century BCE	Were the Persians fighting an Insurgency in Thrace? – Dan Powers, University of Nebraska Omaha; From Marginal to Pivotal: Ephebes in Fourth-Century BCE Athens - John Friend, University of Tennessee at Knoxville; Use of Art and Religion in Commemorating the Macedonian War Dead - Fred S. Naiden, University of North Carolina at Chapel Hill	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/18/2019	Leveraging Bacterial Endophytes as Bio-fertilizer Products	Alex Soupir – Started his undergrad in Fall 2012 and graduated in the Fall 2016 majoring in biology	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA), College of Natural Science	SNP, 103	Science
10/18/2019	MediGear Corporation: Accounting for Contingent Liabilities Arising from a Product Liability Case	Steve Hall and Larry Carstenson, University of Nebraska-Kearney	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/18/2019	Morgan Haas, Foreign Agriculture Service	Morgan Haas, Foreign Agriculture Service	ECON 319	Harding, 025	Business
10/18/2019	Oligopsony Power in the U.S. Hog Market	Frank Tenkorang,University of Nebraska-Kearney	Mt Plains Business Conference	Student Union, Volstorff b	Business
10/18/2019	Rural Health Care in Zambia: Understanding Patient-Provider Trust	Michele Fleig-Palmer, University of Nebraska-Kearney	Mt Plains Business Conference	Student Union, Volstorff B	Healthcare
10/18/2019	Second closing keynote of Many Faces of War V conference	Tom Palaima - “What do war stories...?”	Conference organized by Graham Wrightson Associate Professor of History, School of AGS Sponsored by: South Dakota Humanities Council	Access provided	Political Science
10/18/2019	Seventh session of Many Faces of War V conference 2.00-3.30 – Ancient warfare 3: Macedonian military leadership	Chair: Graham Wrightson	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/18/2019	Seventh session of Many Faces of War V conference 2.00-3.30 – Ancient warfare 3: Macedonian military leadership	The so-called Mutiny at the Hyphasis Revisited: Propaganda and Military Leadership – Waldemar Heckel, University of Calgary	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/18/2019	Seventh session of Many Faces of War V conference 2.00-3.30 – Ancient warfare 3: Macedonian military leadership	The Father of the Army: Alexander and the Epigoni – Ed Anson, University of Arkansas at Little Rock	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/18/2019	Seventh session of Many Faces of War V conference 2.00-3.30 – Ancient warfare 3: Macedonian military leadership	A New Chronology for Seleucus Nicator’s Wars from 311–308 BCE – John McTavish, Cornell University	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/18/2019	Sixth session of Many Faces of War V conference 10.45-12.45 – Media and architecture of War	Assimilation and Its Critics: U.S Army Ethnic Soldiers and Singing during WWI - Alex Paul, University of Houston; Concepts of American Nationalism and the Architecture of William Steele – Jordan Houchins, Sioux City Public Museums; A Water Burial: Representations of Suicide in War Literature and Film – Jason McEntee, SDSU; Blackhawks and Tridents – Paul Cook, Temple University	Conference organized by Graham Wrightson; Associate Professor of History, School of American & Global Studies	Access provided	Political Science
10/18/2019	Special lunchtime panel session of Many Faces of War V conference - Veterans and history, history and veterans	Panelists: Larry Tritle, Dan Powers, Jordan Houchins, John Minney, Paul Cook, Alex Paul. Chair: Jason McEntee, Head of English Department, SDSU	Conference organized by Graham Wrightson Associate Professor of History, School of American & Global Studies; Sponsored by: The Society for Military History	Access provided	Political Science
10/18/2019	Terror Management Theory and Financial Investments: Fear and Financial Decision Making	Gretchen Zachariahs and Erick Kinnamon, USD, and Gabriela Carrasco, Univ of North Alabama	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/18/2019	The Development of Glucocorticoid Prodrugs - A Bittersweet Experience	Friday Seminar: Dr. Dong Wang, Professor, University of Nebraska Medical Center	College of Pharmacy & Allied Health Professions	SAV, 280; \$50 towards expenses; Foundation	Healthcare
10/18/2019	University/Industry Collaboration: Creating an Experiential Student Learning Activity	Greg Benson, University of Nebraska-Kearney	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/18/2019	Using an SCM-Capstone Case Study to Solve an SCM-Based Challenge	Greg Benson and Sri Seshadri, University of Nebraska-Kearney	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/19/2019	County Administration	Richard Haugen- Deputy Director of Brookings County	AS 389 Carmen Paulson, Animal Science Department, College of Agriculture, Food & Environmental Sciences	Access provided	Political Science
10/19/2019	JP Mogan Chase, Madoff and London Whale: What are the Lessons?	Srini Ragothaman, University of South Dakota	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/19/2019	Mentors: Bringing the Students and the Workplace Together	Angela Olson and Laura Hybertson, Augustana University	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/19/2019	NCAA Interdivisional Games: An Examination of Ethical Concerns when David plays Goliath	Thomas Tiahrt and Greg Huckabee, University of South Dakota	Mt Plains Business Conference	Student Union, Volstorff B	Social Sciences
10/19/2019	New High Tech Firms' Contribution to Economic Growth	Aron Spencer, University of South Dakota	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/19/2019	Political Risk and Equity Returns around the World, Déjà Vu?	Pavel Jeotang, University of South Dakota	Mt Plains Business Conference	Student Union, Volstorff B	Business/Political Science

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
10/19/2019	Preference for Buying Better When Paying Later with Credit Cards	Arvind Agrawal,University of Nebraska-Omaha	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/19/2019	The Effect of Analyst Conservatism on Earnings Management	Matt Bjornsen, University of Nebraska-Kearney	Mt Plains Business Conference	Student Union, Volstorff B	Business
10/19/2019	Widows Reluctant to Remarry	Tami James Moore, Univ of Nebraska-Kearnery, Traci L. Austin, Sam Houston State, and Janice V. Kimmons, Lamar University	Mt Plains Business Conference	Student Union, Volstorff B	Social Sciences
10/21/2019	“Memory & Place”	Ms. Jessica D'Toste, RAIC; Graduate Instructor, the University of Manitoba	ARCH 451 class of Federico Garcia Lammers, College of Arts, Humanities, & Social Sciences, School of Design, Department of Architecture	Access provided	Arts
10/21/2019	Nature's Allies: Lessons from the Great Conservationists of the Past	Dr. Larry Nielsen, Professor Emeritus of Natural Resources at North Carolina State University	Department of Natural Resource Management, College of Agriculture, Food & Environmental Sciences	Ag Engineering Building, Room 100; Mileage to and from Fargo, ND. 2 nights in hotel at State rate (October 20-21). Per diem for Monday, October 21. ; General/Foundation/Other	Agriculture
10/21/2019	Pre-Law Society Guest Speaker - Neil Fulton, Dean of the University of South Dakota School of Law	Join us for coffee, an opportunity to hear more about the University of South Dakota School of Law, and a chance to network with Dean Neil Fulton!	Pre-Law Society (Student Organization)	Access provided	Political Science
10/21/2019	Preparing for Registered Nurse Licensure	Linda Young, RN, MS, FRE, BC, Nursing Program Specialist, Program Director SDCNW. Presentation	NURS472, Anne Buttolph, College of Nursing	MJ, 141	Healthcare
10/21/2019	Risk Management in Agriculture	John Melius & Matt Kunerth, Hurley & Associates	AGEC 354, Ag Marketing & Prices	SRO, G	Agriculture
10/21/2019	RT-Respiratory and Tracheostomy Care and Suctioning Discussion	Mindy McManigal, Respiratory Therapist, added to information students were given in Theory prior to practicing in lab. SStudentswere able to ask questions and get a better understanding of how the professions of Respiratory Therapy and Nursing can collaborate when caring for patients	N358, Megan Watson, College of Nursing	HSB 1011 11th St., 9A	Healthcare
10/21/2019	Transforming the face of pharmacy by leading the convergence of science, healthcare and policy	Vassilios Papadopoulos, D.Pharm., Ph.D., D.Sc. (Hon)	College of Pharmacy & Allied Health Professions	University Student Union, Volstorff Room; Travel expenses are covered by the college with \$200 as an honorarium; Foundation	Healthcare
10/21/2019	Use of Geosynthetics in Construction Projects	Eric Olson P.E.	TenCate Geosynthetics	CEH, CEH 209	Engineering
10/21/2019	Workforce Issues in South Dakota and Brookings	Scott Kwasniewski, South Dakota Department of Labor and Regulation	School of American and Global Studies/Political Science/Politics of Inequality (POLS 360)	Access provided	Business
10/21/2019	Working with Lobbyists in the Executive Branch	Neil Fulton, University of South Dakota School of Law	School of American and Global Studies/Political Science/Interest Groups & Lobbying (POLS 492)	Access provided	Political Science
10/22/2019	Career in Investment and Wealth Management	Matthew Adamson, Portfolio Manager, First National Bank of Sioux Falls	Investment Club	Harding, 021	Business
10/22/2019	Issues in HR Management	Jennifer Quail, Director Brookings Economic Development Corporation	Human Resources Mgmt Club	Harding, 206	Business
10/22/2019	New treatment approaches for male hypogonadism	Vassilios Papadopoulos, D. Pharm., Ph.D., D.Sc. (<i>Hon</i>), Dean, School of Pharmacy, Professor of Pharmacology & Pharmaceutical Sciences, University of Southern California	College of Pharmacy & Allied Health Professions	SAV, 282; \$400 Honorarium, \$900 expenses; Foundation	Healthcare
10/22/2019	One Health	Dr. Russ Daly	VET 120 class Dr. Bev Cassady, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture
10/22/2019	Orientation for Aberdeen NSU Flu POD Exercise	DeAnna Haber, RN, Broun County Community Health Center, South Dakota Department of Health.: Presentation	NURS495, Dr. Linda Burdette, College of Nursing	MJ, 141	Healthcare
10/23/2019	Global Warming and Climate Change	Dr. Jihong Cole-Dai; Professor of Chemistry at SDSU	Global Studies 201; School of American & Global Studies, College of AHSS	Access provided	Social Sciences
10/23/2019	Integrating Systems Thinking, Green Chemistry, and the UN Sustainable Development Goals in Undergraduate Teaching and Research	Ed Brush, Bridgewater State College	Department of Chemistry and Biochemistry Seminar	Avera, 378	Science
10/24/2019	Caste Discrimination in America	Phillip Martinis a senior investigative reporter for WGBH News in Boston	School of Communication and Journalism, Pulitzer Center	University Student Union, Pheasant and Crest Room; We pay the Pulitzer Center a \$5,000 consortium membership fee. They will pay the speaker's honorarium, his travel expenses, etc. (as well as providing other consortium benefits); Foundation	Communications

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
10/24/2019	Play Therapy with Autism and Neurodevelopmental Disorders Training	Dr. Grant specializes in working with children, adolescents, and families affected by autism spectrum disorder (ASD), ADHD and other neurodevelopmental disorders	SDSU CHRd	Union, Volstroff Ballroom; \$3050 on consultant contract; General	Education
10/25/2019	Bayesian Model Calibration Applied to Stochastic Systems.	Dr. David Higdon, Professor of Statistics, Virginia Tech	CSS 890 Seminar in CSS, Math/Stat Department, Jerome J. Lohr College of Engineering	AME, 210; Motel room will be paid at state rate. Dr. Higdon will pay for his own travel expenses; Foundation	Engineering
10/25/2019	Learning from our foes - the constantly changing emerging RNA viruses	Rong Hai, Ph.D., Assistant Professor, The Institute for Integrative Genome Biology Department of Microbiology and Plant Pathology University of California, Riverside	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA), College of Natural Sciences	SNP, 103; To be determined; Other AES	Science
10/25/2019	Peacock Bass Research in Brazil	Mike Maceina, Professor Emeritus of Fisheries from Auburn University	Department of Natural Resource Management Graduate Student Association/Fisheries students and faculty, College of Agriculture, Food & Environmental Sciences	Edgar S. McFadden Biostress Laboratory Building, Room 103; Travel and lodging for two nights and per diem, all State base.; Foundation	Agriculture
10/28/2019	Decline in Stock Exchange Listed Firms	Abu Jalal, Associate Professor of Finance, Suffolk University	Joseph Santos, Dykhouse Workshop Series	Harding Hall, 206; Airfare: \$600 Meals and Lodging: \$400; Grant	Business
10/28/2019	Investment Apps: All Hype or the Real Deal?	Candice Nelson	Econ Club	Rotunda, D	Business
10/29/2019	Irresistible: The Rise of Addictive Technology and the Business of Keeping Us Hooked	Adam Alter- author of the Fall 2019 Common Read, Griffith Honors Forum Lecturer	Van D. & Barbara B. Fishback Honors College	Performing Arts Center, Larson Memorial Concert Hall; \$15,000 speaker fee which includes airfare, hotel, meals. \$135 driving service to/from Brookings/Sioux Falls; Foundation	Student Success
10/29/2019	University of MN Veterinary School via webinar	Violeta Bonneville	VET 120 class Dr. Bev Cassady, College of Agriculture, Food & Environmental Sciences	Access provided	Agriculture
10/30/2019	Farm Financial Management: What to Watch For?	Allen Deutz, Univ.Minnesota Extension/Deutz Heritage Farms	AGEC 471-571, Adv Farm & Ranch Mgmt	SCEH, 223	Agriculture/Business
10/30/2019	HIG: Collaboration Hotel project Jurors	Cami Lovely, Art Director, Fresh Produce; Thomas Bates, Designer, Fresh Produce; Joseph Schaeffer, Creative Director, Made by Thaw	HMGt 472, ID 451, GDES 307 Dr. Julie Tkach, Dallas Willman, Dr. Young Ae Kim	Access provided	Business
10/30/2019	No Common Ground? Indigenous Relationships to Land and the National Parks Service	Dr. Wendy Felese, Professor of Religious Studies at Regis University	American Indian Studies, School of American and Global Studies, Wokini Initiative	Access provided	Social Sciences/Diversity
10/30/2019	Pre-Law Criminal Defense Law	Lawyers will discuss their career paths and what it's like to be a criminal defense attorney.	Pre-Law Society (Student Organization)	Access provided	Social Sciences
10/30/2019	SFC as A Tool for Pharmaceutical Analysis	Bill Farrell, Pfizer	Department of Chemistry and Biochemistry Seminar	Avera, 378	Healthcare
10/31/2019	Presentation / Class interview on Judaism	Rabbi Mendel Alperowitz	REL 250 World Religions, Religion Minor, Dr. J. Murphy	Access provided	Diversity
08/22/2019	CA/Ambassador Training: Diversity and Leadership Training	http://www.mrjesseros.com/	Housing and Residential Life Training Workgroup	McCrory Gardens, Main room; Below are the breakdown of costs. We did receive \$1,000 in sponsorships from the Chief Diversity Officer. The total cost of the speaker was \$2,000;	Diversity
09/10/2019	Pharmacy Student Lecture	Char Raley, RRT, Pulmonary Education Coordinator, Avera McKennan Hospital spoke on September 10th at 1:00 pm.	College of Pharmacy & Allied Health Professions	USD Community College for Sioux Falls, 245	Healthcare
09/10/2019	Respiratory Topics	Charlene Raley, Avera Respiratory Therapist and Darcy Ellefson, Sanford Respiratory Therapist spoke on respiratory topics in PHA 767 Pharmacy Practice V on September 10th at 1:00 pm.	College of Pharmacy & Allied Health Professions	FADM, 245	Healthcare
09/10/2019	Respiratory Topics	Charlene Raley, Avera Respiratory Therapist and Darcy Ellefson, Sanford Respiratory Therapist spoke on respiratory topics in PHA 767 Pharmacy Practice V on September 10th at 1:00 pm.	College of Pharmacy & Allied Health Professions	FADM, 245	Healthcare
09/11/2019	Lower Extremity Gait Analysis	Ryan Brink is a licensed athletic trainer and works for Orthopedic Institute in Sioux Falls.	Athletic Training	Wagner Hall, 127	Healthcare
09/12/2019	Professional Opportunities in the dairy industry	Myriah Klug, Presentation on career opportunities in Dairy and Food Science.	Dairy and Food Science Department	SDS, 122	Agriculture
09/17/2019	Professional Opportunities in the dairy industry	Colleen Gluth, HR Director, Valley Queen Cheese. Presentation on career opportunities in Dairy and Food Science with Valley Queen Cheese	Dairy and Food Science Department	SDS, 122	Agriculture
09/17/2019	Professional Opportunities in the dairy industry	Whitney Blindert, Manager, Midwest Dairy, Sioux Falls, SD. Professional opportunities in Dairy and Food Science for DS 119	Dairy and Food Science Deapartment	SDS, 151	Agriculture
09/18/2019	Professional Opportunities in the dairy industry	Molly Evgenides, HR Director, Saputo Cheese. Presentation on career opportunities in Dairy and Food Science with Saputo Cheese	Dairy and Food Science Department	SDS, 122	Agriculture

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
09/20/2019	Never Give Up - The Survivor Way	A professional motivational speaker and the author of Your Winner Within and Write Yourself a Note, Holly Hoffman acknowledges that life is made up of challenges, and we are oftentimes faced with situations that seem insurmountable. But within each of us is an ability to focus our thoughts, emotions, and energy to succeed—if only we have the knowledge, tools, and discipline to do so.	SDSU Wellness Center	SWC, MAC Court; \$1500, included travel and presentation; Other Conference Registrations	Student Success
09/20/2019	Evolutionary Ecology and Genomics of Plant Sexual Diversity	Spencer C. H. Barrett, University Professor, Department of Ecology and Evolutionary Biology, University of Toronto. Part of the Corothers Life Science Series	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science/Agriculture
09/24/2019	Professional Opportunities in the dairy industry	Zac Hop, HR Director, Bel Brands. Presentation on career opportunities in Dairy and Food Science with Bel Brands	Dairy and Food Science Department	SDS, 122	Agriculture
09/24/2019	Professional Opportunities in the dairy industry	Chuck Derdall, Account Manager, Tetra Pak, Winsted, MN. Professional opportunities in Dairy and Food Science for DS 119	Dairy and Food Science Department	SDS, 151	Agriculture
09/25/2019	Professional Opportunities in the dairy industry	Holly Bode, District Manager, Ecolab. Presentation on career opportunities in Dairy and Food Science with Ecolab	Dairy and Food Science Department	SDS, 122	Agriculture
09/25/2019	Pharmacy management and leadership in the mail order and specialty pharmacy setting	Slater Nash, PharmD. Chief Pharmacy Officer, Medvantx Pharmacy spoke in PHA -727: Professional Resources Management on Pharmacy management and leadership in the mail order and specialty pharmacy setting on September 25th.	College of Pharmacy & Allied Health Professions	Admin Building, 245	Healthcare
09/25/2019	Alternative Practice Discussion	The following guests spoke in PHA 767: Pharmacy Practice V on Alternative Practice Discussion on Tuesday, September 25th at 11:00 am in FADM 245: Else Umbreit, Sanford Health Plan Pharmacist; Jake Hansen, Avera eCare Pharmacy Pharmacist; Kelley Oehlke, Sioux Falls VA Pharmacist; Tyler Laetsch, SD Board of Pharmacy Pharmacist; Nikki Eye, Avera Pharmacist; Joel Engle, Medvantx Pharmacist	College of Pharmacy & Allied Health Professions	FADM, 245	Healthcare
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09/25/2019	Alternative Practice Discussion	The following guests spoke in PHA 767: Pharmacy Practice V on Alternative Practice Discussion on Tuesday, September 25th at 11:00 am in FADM 245: Else Umbreit, Sanford Health Plan Pharmacist; Jake Hansen, Avera eCare Pharmacy Pharmacist; Kelley Oehlke, Sioux Falls VA Pharmacist; Tyler Laetsch, SD Board of Pharmacy Pharmacist; Nikki Eye, Avera Pharmacist; Joel Engle, Medvantx Pharmacist	College of Pharmacy & Allied Health Professions	FADM, 245	Healthcare
09/25/2019	Alternative Practice Discussion	The following guests spoke in PHA 767: Pharmacy Practice V on Alternative Practice Discussion on Tuesday, September 25th at 10:00 am in FADM 245: Chad Sherard, Cigna Health Pharmacist; Cheri Kraemer, Pharmacy Specialties & Clinic Inc Pharmacist; Krystal Ripperda, Avera Home Infusion Pharmacist; Matthew Toennies, Avera Specialty Pharmacy Pharmacist; Sara Hicks, Lewis Drug Pharmacist; Ryan Waybright, Avera Emergency Medicine Pharmacist	College of Pharmacy & Allied Health Professions	FADM, 245	Healthcare
09/25/2019	Alternative Practice Discussion	The following guests spoke in PHA 767: Pharmacy Practice V on Alternative Practice Discussion on Tuesday, September 25th at 10:00 am in FADM 245: Chad Sherard, Cigna Health Pharmacist; Cheri Kraemer, Pharmacy Specialties & Clinic Inc Pharmacist; Krystal Ripperda, Avera Home Infusion Pharmacist; Matthew Toennies, Avera Specialty Pharmacy Pharmacist; Sara Hicks, Lewis Drug Pharmacist; Ryan Waybright, Avera Emergency Medicine Pharmacist	College of Pharmacy & Allied Health Professions	FADM, 245	Healthcare

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10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
09/25/2019	Alternative Practice Discussion	The following guests spoke in PHA 767: Pharmacy Practice V on Alternative Practice Discussion on Tuesday, September 25th at 10:00 am in FADM 245: Chad Sherard, Cigna Health Pharmacist; Cheri Kraemer, Pharmacy Specialties & Clinic Inc Pharmacist; Krystal Ripperda, Avera Home Infusion Pharmacist; Matthew Toennies, Avera Specialty Pharmacy Pharmacist; Sara Hicks, Lewis Drug Pharmacist; Ryan Waybright, Avera Emergency Medicine Pharmacist	College of Pharmacy & Allied Health Professions	FADM, 245	Healthcare
09/25/2019	Alternative Practice Discussion	The following guests spoke in PHA 767: Pharmacy Practice V on Alternative Practice Discussion on Tuesday, September 25th at 10:00 am in FADM 245: Chad Sherard, Cigna Health Pharmacist; Cheri Kraemer, Pharmacy Specialties & Clinic Inc Pharmacist; Krystal Ripperda, Avera Home Infusion Pharmacist; Matthew Toennies, Avera Specialty Pharmacy Pharmacist; Sara Hicks, Lewis Drug Pharmacist; Ryan Waybright, Avera Emergency Medicine Pharmacist	College of Pharmacy & Allied Health Professions	FADM, 245	Healthcare
09/25/2019	Alternative Practice Discussion	The following guests spoke in PHA 767: Pharmacy Practice V on Alternative Practice Discussion on Tuesday, September 25th at 10:00 am in FADM 245: Chad Sherard, Cigna Health Pharmacist; Cheri Kraemer, Pharmacy Specialties & Clinic Inc Pharmacist; Krystal Ripperda, Avera Home Infusion Pharmacist; Matthew Toennies, Avera Specialty Pharmacy Pharmacist; Sara Hicks, Lewis Drug Pharmacist; Ryan Waybright, Avera Emergency Medicine Pharmacist	College of Pharmacy & Allied Health Professions	FADM, 245	Healthcare
10/01/2019	Leadership in Health-Systems and National Professional Organizations	Tom Johnson, Pharm.D., MBA, BCPS, FASHP, spoke in PHA 746: Professional Pharmacy Leadership Skills on Leadership in Health-Systems and National Professional Organizations on October 1st at 8:00 am.	College of Pharmacy & Allied Health Professions	Admin Building, 261	Healthcare
10/02/2019	Drug & Alcohol Prevention	Our topic for the day was Wellness. Mary Jo Farrington from the Campuses Community Wellness Coalition and her partner Linda Colhoff-Glover spoke to the students about Wellness from the standpoint of Drug and Alcohol Prevention. They provided information on the harmful effects of drug and alcohol abuse with respect to health and career.	Campuses Community Wellness Coalition	Black Hills State University - Rapid City, Room 120	Student Success
10/09/2019	Adventures with Organic Peroxides: Synthesis, Application as Reagents and Reaction Intermediates and Approaches to Controlled Destruction	Patrick Dussault, Faculty at University of Nebraska-Lincoln, Department of Chemistry and Biochemistry Seminar	Department of Physics	Avera, 378; Two hotel nights, meals = \$250; General	Science
10/16/2019	Professional Opportunities in the dairy industry	Darin Snaza, High Plains Regional Manager, Hydrite Chemicals. Presentation on career opportunities in Dairy and Food Science with Hydrite Chemicals	Dairy and Food Science Department	SDS, 122	Agriculture
10/16/2019	Forensic Science 101	Noelle Umback, Forensic Biologist at City of New York Office of the Chief Medical Examiner. Joint meeting of Chemistry Club and Criminal Justice Club	Department of Physics	Avera, 043	Science
10/17/2019	Role of Extension RD's	SDSU Extension Specialist, Jennifer Folliard to speak to Community Nutrition Students on role of RD in Extension.	HNS	Wagner, 157	Healthcare
10/21/2019	Professional Opportunities in the dairy industry	Erin Hughes, HR, Schreiber Foods. Presentation on career opportunities in Dairy and Food Science with Schreiber Foods	Dairy and Food Science Department	SDS, 122	Agriculture
10/22/2019	Graphic Design Portfolio	Caitlin Pisha, an alum of SDSU, visited the portfolio class and the two sections of typography to talk about making a student portfolio and answer questions about her career as a freelance graphic designer.	Graphic Design	Grove Hall 115, 108	Arts
10/22/2019	Professional Opportunities in the dairy industry	Krista GartelosProfessional Talent Acquisition, Dairy Farmers of America. Presentation on career opportunities in Dairy and Food Science with Dairy Farmers of America	Dairy and Food Science Department	SDS, 122	Agriculture
10/22/2019	Professional Opportunities in the dairy industry	Lyle Kruse, Vice President, Select Sires, Cleveland, OH. Professional opportunities in Dairy and Food Science for DS 119	Dairy and Food Science Department	SDS, 151	Agriculture
10/22/2019	Professional Opportunities in the dairy industry	Jacob Weg, Sales Consultant, Big Gain Feed, Worthington, MN. Professional opportunities in Dairy and Food Science for DS 119	Dairy and Food Science Department	SDS, 151	Agriculture
10/23/2019	Personal Experience afater sustaining a Traumatic Brain Injury	Arlo and Myra Wulf. Both have suffered a TBI and will speak to students about living through a severe head injury	Undergraduate Nursing	Wagner, 365	Healthcare
10/28/2019	Keynote Speaker at MLS White Coat Ceremony	Caleb Cooke, '12, Laboratory Supervisor at Avera on Louise Health Campus, spoke at the MLS White Coat Ceremony on October 28th.	College of Pharmacy & Allied Health Professions	Student Union, Hobo Day Gallery	Healthcare
10/28/2019	Professional Opportunities in the dairy industry	Steve Christiansen, VP of Human Resources and Organizational Development, Idaho Milk Products. Presentation on career opportunities in Dairy and Food Science with Idaho Milk Products	Dairy and Food Science Department	SDS, 122	Agriculture
10/29/2019	Professional Opportunities in the dairy industry	Lenny Bass, Manager, Lactalis, Belmont, WI. Presentation on career opportunities in Dairy and Food Science with Lactalis	Dairy and Food Science Department	SDS, 122	Agriculture
10/29/2019	Professional Opportunities in the dairy industry	Megan Hill, Operator, Evergreen Acres, Paynesville, MN. Professional opportunities in Dairy and Food Science for DS 119	Dairy and Food Science Department	SDS, 151	Agriculture
10/30/2019	Operations, pharmacy management and leadership	Jeff DeRouchey, Pharm D, will speak in PHA - 727: Professional Resources Management on Operations, pharmacy management and leadership on October 30th.	College of Pharmacy & Allied Health Professions	Admin Building, 245	Healthcare
10/31/2019	Lecture for Pharmacy Students	Sandy Frentz, Public Health Manager, City of Sioux Falls Health Department, will speak on October 31st at noon.	College of Pharmacy & Allied Health Professions	USD Community College for Sioux Falls, 245	Healthcare

South Dakota School of Mines & Technology: (July 1 – October 31, 2019)

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
Date	Title	Description (including title and name of speaker[s])	Sponsor (e.g., name of professor or course, name of student organization, etc.)	University Resources Provided (e.g. funding, building/room, personnel, etc.)? If yes, include details of resources provided.	Category (e.g., science, engineering, IT, business, political science, administrative, arts, history, etc.)
7/9/2019	BuG ReMeDEE Annual Meeting	BuG ReMeDEE Annual Meeting - various speakers	Civil and Environmental Engineering	Room provided	Engineering
7/10/2019	BuG ReMeDEE Annual Meeting	BuG ReMeDEE Annual Meeting - various speakers	Civil and Environmental Engineering	Room provided	Engineering
7/14/2019	LZ Collaboration Reception	LZ Collaboration Reception - various speakers	Physics	Room provided	Science
7/20/2019	Alive @ 25	Dan Rude - Instructor	South Dakota Safety Council	Room provided	Safety
7/22/2019	Code.org South Dakota TeacherCon	South Dakota TeacherCon	SDSMT	Room provided	Engineering
7/23/2019	Code.org South Dakota TeacherCon	South Dakota TeacherCon	SDSMT	Room provided	Engineering
7/24/2019	Code.org South Dakota TeacherCon	South Dakota TeacherCon	SDSMT	Room provided	Engineering
7/25/2019	Code.org South Dakota TeacherCon	South Dakota TeacherCon	SDSMT	Room provided	Engineering
7/26/2019	Code.org South Dakota TeacherCon	South Dakota TeacherCon	SDSMT	Room provided	Engineering
7/29/2019	Laurie Wilson	Lowell Institute for Mineral Resources	Mining Management and Engineering	Room provided	Engineering
8/14/2019	Analyses and Instrumentation Discussion	Agilent Technologies sales representatives	Chemistry and Applied Biological Sciences	Room provided	Engineering
8/17/2019	Alive @ 25	Dan Rude - Instructor	South Dakota Safety Council	Room provided	Safety
8/22/2019	Design and Implementation of Interactive Learning	Karl Smith, U of M faculty	Faculty Development	Room provided, in addition to funding in the amount of \$3,634 from university funds for facilitating the workshops	Teaching
8/28/2019	Developing a novel wound closure device that will provide superior results to meticulously performed surgical sutures at the speed and convenience of a skin stapler	Travis Davis, co-founder and CTO of Starling Surgical	Chemical and Biological Engineering	Room provided	Science
9/3/2019	Electrochemically Active Biofilms	Dr. Haluk Beyenal, Distinguished Professor School of Chemical Engineering and Bioengineering - Washington State University	Chemical and Biological Engineering	Room provided	Engineering
9/3/2019	Surface Blasting Course	Bob McClure, Owner, RAM Inc	Mining Management and Engineering	Room provided	Engineering
9/4/2019	Surface Blasting Course	Bob McClure, Owner, RAM Inc	Mining Management and Engineering	Room provided	Engineering
9/4/2019	Naval Surface Warfare Center - Brief	Chris Hodge	Career Services	Room provided	Job Opportunities
9/4/2019	Garmin Information Session	TBD, Garmin	Career Services	Room provided	Job Opportunities
9/4/2019	ISEE Student Chapter Meeting - Explosives and Blasting	Robert McClure	Mining Management and Engineering	Room provided	Engineering
9/5/2019	Surface Blasting Course	Bob McClure, Owner, RAM Inc	Mining Management and Engineering	Room provided	Engineering
9/5/2019	Bert-Thin Films LCC	Dr. Apolo Nambo	Society of Hispanic Professional Engineers	Room provided	Engineering
9/5/2019	Microbial Electrochemical Interface Technologies for Electrofuels and Biomedical Device Applications	Navanietha Rathinam- SDSMT	Electrical Engineering	Room provided	Engineering
9/9/2019	Developing the First Quantum Network Using Entangled Photons	Abbigail Elger. SDSMT	Physics	Room provided	Science
9/9/2019	Nondestructive Evaluation Research at NASA Langley Research Center	Dr. William Wilson, NASA Langley Research Center	Chemistry and Applied Biological Sciences	Room provided	Engineering
9/10/2019	Clean Energy for a Growing and Prospering World	Dr. Ram Gupta, Associate Dean and Professor College of Engineering Virginia Commonwealth University	Chemical and Biological Engineering	Room provided	Engineering
9/10/2019	Campus Dialogue: Intellectual Diversity	Inclusion Committee, Human Resources, Dean of Students	Campus Community	Room provided	Administrative
9/11/2019	Homestake Water Systems: Past and Present	Curt Betcher, PE Melgaardconstruction.com	Civil and Environmental Engineering	Room provided	Engineering
9/12/2019	Leadership Rapid City Class	Rapid City Area Chamber of Commerce, Leadership Rapid City	SDSMT	Room provided	Administrative
9/13/2019	Hang-up Man: A Most Dangerous Job	Mr. Mark Bowron, South Dakota School of Mines & Technology Instructor and John & Jean Hull Professor, Department of Mining Engineering & Management	GEOL/GEOE/PALEO	Room provided	Engineering
9/16/2019	Emerson Information Session	Jill Wellman, Emerson	Career Services	Room provided	Job Opportunities
9/16/2019	Dr. Zac Doorenbos Cole Hoelscher	Naval Air Warfare Center Weapons Division in China Lake, CA Caterpillar	American Society of Mechanical Engineers	Room provided	Engineering
9/16/2019	Oceana Gold Information Session	Oceana	Career Services	Room provided	Job Opportunities
9/16/2019	POET Information Session	POET	Career Services	Room provided	Job Opportunities
9/16/2019	ASME Industry Presentations	Zac Doorenbos	NAVAIR, ASME	Room provided	Engineering
9/16/2019	Peabody Information Session	Peabody	Career Services	Room provided	Job Opportunities
9/16/2019	Solvay Information Session	Solvay	Career Services	Room provided	Job Opportunities
9/16/2019	Innovation Club for Entrepreneurs	Sam Coil	Entrepreneurship	Room provided	Job Opportunities
9/16/2019	Steel Dynamics Info Session	Tony Bader	Career Services	Room provided	Job Opportunities
9/16/2019	Barr Engineering Information Session	Barr Engineering	Career Services	Room provided	Job Opportunities
9/16/2019	Nevada Gold Mines Information Session	Barrick Gold Corporation	Career Services	Room provided	Job Opportunities
9/16/2019	L3 Harris Technologies Information Session	L3 Harris	Career Services	Room provided	Job Opportunities

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
9/16/2019	Black And Veatch Info Session	Black and Veatch	Career Services	Room provided	Job Opportunities
9/16/2019	Tate & Lyle Information Session	Tate & Lyle	Career Services	Room provided	Job Opportunities
9/16/2019	Cargill Information Session	Cargill	Career Services	Room provided	Job Opportunities
9/16/2019	Collins Aerospace Info Session	Collins Aerospace	Career Services	Room provided	Job Opportunities
9/16/2019	Honeywell Information Session	Honeywell	Career Services	Room provided	Job Opportunities
9/17/2019	Freeport-McMoRan Information Session	Neal Van Norman	Career Services	Room provided	Job Opportunities
9/17/2019	DISH Network Information Session	Christina Jacques	Career Services	Room provided	Job Opportunities
9/17/2019	Naval Air Systems Command Information Session	Naval Air Systems	Career Services	Room provided	Job Opportunities
9/17/2019	Agropur Information Session	Agropur	Career Services	Room provided	Job Opportunities
9/17/2019	Coeur Mining Inc Information Secssion	Coeur	Career Services	Room provided	Job Opportunities
9/17/2019	Kiewit Information Session	Penni Blank	Career Services	Room provided	Job Opportunities
9/17/2019	Okland Construction Information Session	Josh Lockhard	Career Services	Room provided	Job Opportunities
9/17/2019	Security Under NATO and the EU	German Officers	Military Science	Room provided	Political Science
9/17/2019	At the Frontier of Mobile Renewable Energy from Dynamic Catalyst Surface Resonance	Paul J. Dauenhauer, Ph.D. Professor Department of Chemical Engineering and Materials Science, University of Minnesota	Chemical and Biological Engineering	Room provided	Engineering
9/18/2019	Constitution Day Speaker	Judge Jane Pfeifle	Dr. Dreyer's American Government class - Constitution	Room provided	Political Science
9/18/2019	RESPEC Info Session	RESPEC	Career Services	Room provided	Job Opportunities
9/18/2019	Transport and retention of graphene oxide contaminants in engineered media: Effects of ionic strength and flowrate	Md Sazadul Hasan, SDSMT PhD candidate	Civil and Environmental Engineering	Room provided	Engineering
9/20/2019	A workflow for CT characterization of wellbore cement degradation under geologic CO2 storage conditions	Dr. Liwei Zhang of the Chinese Academy of Sciences	Geology and Geological Engineering	Room provided	Engineering
9/20/2019	Leaning In: Science as the Bedrock of Enduring Environmental Policy	Michelle Wyman, Executive Director National Council for Science and the Environment	GEOL/GEOE/PALEO	Room provided	Science
9/24/2019	Biomufacturing Sciences – Challenges and Opportunities	Seongkyu Yoon University of Massachusetts	Chemical and Biological Engineering Biomedical Engineering Program	Room provided	Engineering
9/25/2019	Green roof performance evaluation in the semi-arid upper Great Plains region	Jason Phillips, SDSMT PhD candidate	Civil and Environmental Engineering	Room provided	Engineering
9/26/2019	ICOM Informational Session	Ellie Matthews	Career Services	Room provided	Education
9/30/2019	How Far Would You Travel to Study Cosmic Rays?	Dr. Katherine Rawlins Physics Department, University of Alaska - Anchorage	Physics	Room provided	Science
10/1/2019	Phenotypical responses of Sulfate reducing biofilms grown on metal surfaces modified with 2D coatings	Govind Chilkoor Civil and Environmental Engineering South Dakota School of Mines & Technology	Chemical and Biological Engineering	Room provided	Engineering
10/2/2019	Post Consumer Brands Information Session	Todd Pearson, Recruiter	Career Services	Room provided	Job Opportunities
10/2/2019	Are We Playing with Arsenic and Fluoride Problems	Achintya Bezbaruah Asso Prof - North Dakota State University	Civil and Environmental Engineering	Room provided	Engineering
10/3/2019	Analytical Ultracentrifugation of Nanoparticles	Dr. Borries Demeler, Canadian Center for Hydrodynamics	Chemical and Biological Engineering	Room provided	Engineering
10/4/2019	Alpha Radiation as a Background and as a Tool	Dr. Alissa Monte Fermi National Accelerator Laboratory	Physics	Room provided	Science
10/4/2019	Silicic volcanics on the Moon: not granitic pegmatites!	Brad Jolliff, Ph.D. Washington University, St. Louis	GEOL/GEOE/PALEO	Room provided	Science
10/7/2019	Physics-Based Vision and Learning	Achuta Kadambi UCLA Elec & Comp Engg Professor	Computer Science & Engineering	Room provided	Teaching
10/7/2019	Microbiome of Methane Enrichments and Potential Application	Dr. Obulisamy Parthiba Karthikeyan, Visiting Research Scientist Department of Civil and Environmental Engineering University of Michigan	Civil and Environmental Engineering	Room provided	Engineering
10/7/2019	Project Genome-to-Phenome Infrastructure for Regulating Methane in Deep and Extreme Environments	Dr. Parthiba Karthikeyan Obulisamy	Chemical and Biological Engineering	Room provided	Engineering
10/7/2019	Journey of a Startup	Shiri Kadambi - EMGE	Entrepreneurship	Room provided	Engineering
10/8/2019	Sustainable Design	Amory Lovins	Civil and Environmental Engineering	Room provided	Engineering
10/8/2019	Soft Matter Stabilization at Challenging Conditions for Drug Delivery and Energy Application	Keith P. Johnston McKetta Department of Chemical Engineering, Texas Materials Institute and Center for Nano- and Molecular Science University of Texas	Chemical and Biological Engineering	Room provided	Engineering
10/9/2019	Evaluating Geomorphic Characteristics of Remotely Classified River Systems	John Costello	Civil and Environmental Engineering	Room provided	Engineering
10/10/2019	Photoacoustics of core-shell nanospheres and beyond	Dr. Khosro Shahbazi	Mechanical Engineering	Room provided	Engineering
10/11/2019	Cyanobacterial Bioprocessing for Agricultural and Industrial Applications	Prof. Malliga Perumal	Chemical and Biological Engineering	Room provided	Engineering
10/11/2019	Searching for Dark Matter from the Lowest to the Highest Energies	Dr. Bjoern Penning Martin A. Fischer – School of Physics @ Brandeis University	Physics	Room provided	Science

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
10/15/2019	Single Atom Catalysts on Amorphous Supports: A Wild Frontier for ab initio Calculations	Baron Peters, Department of Chemical and Biomolecular Engineering - University of Illinois at Urbana-Champaign	Chemical and Biological Engineering	Room provided	Engineering
10/16/2019	Low Temperature Plasma Technology to Prepare Graphene from GO & Biorenewable Advanced Carbon Materials	Dr. Zhengrong Gu Associate Professor, Agricultural & Biosystems Engineering, SDSU	Civil and Environmental Engineering	Room provided	Engineering
10/18/2019	"Brain Scoop" host presentation/STEM	Emily Graslie, Brain Scoop and Chicago Field Museum	WISE	Room provided	Science
10/18/2019	Discovery and Early Development of the Teapot and Salt Creek Domes	Everett DeWitt, Fleur de Lis Energy, Midwest, WY	GEOL/GEOE/PALEO	Room provided	Science
10/19/2019	Alive @ 25- Driver Safety Training	Danial Rud	South Dakota Safety Council	Room provided	Safety
10/21/2019	Coexistence of Phases Near First Order Phase Transitions	Tyler Liebsch - SDSMT Grad Student	Physics	Room provided	Science
10/21/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/22/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/22/2019	The Impact of Bioproducts & Biotechnology	Dave Bushong, VP of POET	Chemical and Biological Engineering	Room provided	Engineering
10/22/2019	The Failure is Mine: Strategic Failure in Military History	Dr. John Dreyer - SDSMT	Humanities/Social Science	Room provided	Political Science
10/23/2019	Survey Damage Assessments of Structural Tornado Damage and the Enhanced Fujita Scale, and Instrumenting the Storm Environment of the 2016 Sulfur Tornado	Timothy P. Marshall P.E., Meteorologist Haag Engineering	Civil and Environmental Engineering	Room provided	Engineering
10/23/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/24/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/24/2019	2D Layered Materials: Present and Future	Dr. Govind Chilkoor - SDSMT	Electrical Engineering	Room provided	Engineering
10/24/2019	Forex and Crypto Informational	Paul Haynes, Computer Science Graduate/ Forex Investor	NSBE	Room provided	Job Opportunities
10/25/2019	Restart of the Revenue-Virginius Mine: New Mines CAN Learn Old Tricks	Brian Briggs, Chief Executive Officer of Ouray Silver Mines (OSM)	GEOL/GEOE/PALEO	Room provided	Engineering
10/25/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/25/2019	World Mission Church of God	Antonio Sampson	N/A	Room provided	Religious
10/26/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/27/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/28/2019	Hensel Phelps Information Session	John Meyen	Career Services	Room provided	Job Opportunities
10/28/2019	SEDS Meeting/Aerospace Careers	Seth and Carly Kijewski, ME alumni	Career Services	Room provided	Job Opportunities
10/28/2019	Innovation Club for Entrepreneurs - LEAN Methodology	Brian Rupert	Innovation Club	Room provided	Engineering
10/28/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/29/2019	The Fossil Fuel Revolution: Shale Gas and Tight Oil	Dr. Scyller Borglum and SD Mines Energy Resources Director, Dan Soeder	SD Mines Debate Club	Room provided	Engineering
10/29/2019	Shale Revolution Roundtable	Dr. Scyller Borglum	SD Mines Debate Club	Room provided	Engineering
10/29/2019	Exports and Foreign Influence in Academia	FBI, DOJ, NIH and Commerce from around the country	Research Affairs	Room provided	Political Science
10/29/2019	Battery Storage Systems for Mobility and Electrification	Ilias Belharouak, Oak Ridge National Laboratory	Chemical and Biological Engineering	Room provided	Engineering
10/29/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/30/2019	Material Advantage Meeting: Cold Spray and VRC Metal Systems	Marius Ellingsen	Material Advantage	Room provided	Engineering
10/30/2019	Optimization Modeling to Support Integrated Stormwater Management Planning: Renfrew Case Study, Calgary, Canada	Scott D. Struck, EWRI President-Elect	Civil and Environmental Engineering	Room provided	Engineering
10/30/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/31/2019	Constitutional Amendment for the 2020 SD Ballot	Jordan Mason, New Approach SD	N/A	Room provided	Politics
10/31/2019	Design and Control of Voltage Source Inverters for Integration of Renewable Energy Resources	Dr. Malek Ramezani	Electrical Engineering	Room provided	Engineering

University of South Dakota: (July 1 – October 31, 2019)					
Date	Title	Description (including title and name of speaker[s])	Sponsor (e.g., name of professor or course, name of student organization, etc.)	University Resources Provided (e.g. funding, building/room, personnel, etc.)? If yes, include details of resources provided.	Category (e.g., science, engineering, IT, business, politic science, administrative, arts, history, etc.)
7/8/2019	Angela Babby	Guest Artist Presentation for the Oscar Howe Summer Art Institute	College of Fine Arts	Venue provided and funding in the amount of \$5,350 from a grant	Fine Arts
7/10/2019	Allie Havers	Team Building	Intercollegiate Athletics - Women's Basketball	Venue provided and funding in the amount of \$300 from a grant	Fine Arts
7/10/2019	Melanie Yazzie	Guest Artist Presentation for the Oscar Howe Summer Art Institute	College of Fine Arts	Venue provided and funding in the amount of \$3,000 from University funds	Leadership

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
7/11/2019	Keith Braveheart	Guest Artist Presentation for the Oscar Howe Summer Art Institute	College of Fine Arts	Venue provided and funding in the amount of \$300 from a grant	Fine Arts
7/14/2019	Edgar Heap of Birds	Guest Artist Presentation for the Oscar Howe Summer Art Institute	College of Fine Arts	Venue provided and funding in the amount of \$6,500 from a grant	Fine Arts
7/16/2019	John Hitchcok	Guest Artist Presentation for the Oscar Howe Summer Art Institute	College of Fine Arts	Venue provided and funding in the amount of \$300 from a grant	Fine Arts
7/17/2019	Joe Williams	Guest Artist Presentation for the Oscar Howe Summer Art Institute	College of Fine Arts	Venue provided and funding in the amount of \$300 from a grant	Fine Arts
7/17/2019	Michael Two Bulls	Guest Artist Presentation for the Oscar Howe Summer Art Institute	College of Fine Arts	Venue provided and funding in the amount of \$300 from a grant	Fine Arts
7/19-21/19	Last Out cast - Lt. Col. Scott Mann; Ame Livingstong; SSG Bryan Bachman, and Leonard Bruce	Last Out - a Play focused on transition to civilian life after deployment	Student Veterans Resource Center	Access provided	Leadership
7/26/2019	Sara Packard, PA-C	Keynote Speaker for PA Hooding Ceremony	School of Health Sciences	Venue provided and funding in the amount of \$500 from University funds	Hooding Ceremony
7/27/2019	Bergen Peterson	Making the most of your opportunities & making time for yourself to recharge	Intercollegiate Athletics - Women's Basketball	Venue provided	Professional Development
8/8/2019	George Rice	Character & Leadership	Intercollegiate Athletics - Football	Access provided	Leadership
8/1/2019	Amanda Goodrich, principal at Chamberlain Middle School, Becky Walsh, teacher at St. Joseph elementary in Pierre and Erika Bohle, teacher in the Harrisburg School District, Principal Internship Orientation	The new principal interns participated in a day-long orientation facilitated by previous interns Amanda Goodrich, principal at Chamberlain Middle School, Becky Walsh, teacher at St. Joseph elementary in Pierre and Erika Bohle, teacher in the Harrisburg School District.	School of Education	Venue provided	Educational Leadership
8/12 & 13/2019	Tracy Knopfla	Leadership/Teamwork RA Staff Training	University Housing	Venue provided and funding in the amount of \$3,900 from University funds	Leadership
8/15/-16/2019	CBBRe Symposium	Internal speakers and invited speakers Dr. Mary E. Cain, Dr. Matt Tull, Dr. Julie Kauer and Dr. Greg Henriques. The symposium includes speakers, poster sessions and collaborations of professional in the fields of neural and behavioral sciences.		Venue provided and funding in the amount of \$7,636 from a grant	Neural and Behavioral Science
8/21/2019	Karen Siebert, BSDH, MA, Business Development Manager, Schools & Institutions, DenMat	DenMat	School of Health Sciences	Access provided	Other
8/23/2019	Nate Welch - VCDC	Being a Leader (Wellness Center Student Managers)	Wellness Center	Access provided	Leadership
8/26-9/30/2019	Vermillion Police Department	Weekly presentations for mandatory Acute Alcohol Education programs (component of Standards of Excellence program)	Sorority and Fraternity Life	Venue provided	Risk Management
8/28/2019	Gene Thin Elk, retired USD faculty	Native Voices Lecture and Discussion Series	University Libraries	Venue provided and funding in the amount of \$250 from University funds	Native American Health
8/31/2019	Patty Viverito	Leadership - Grow where you are planted	Intercollegiate Athletics - Women's Basketball	Venue provided	Leadership
9/2/2019	Alexander Heffner, PBS "Open Mind" (co-sponsored with Dept. of History),	POLS/CJUS public forum	College of Arts & Sciences	Venue provided and funding in the amount of \$3,546 from University funds	History
9/3/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	Eide Bailly	Beacom School of Business	Venue and personnel provided	Accounting
9/3/2019	Veterans Andy Howe and Cindy Aden, ELED 360 class	As part of my social studies methods curriculum, I invite veterans to come to my ELED 360 course each semester. The veterans share their military experience, talk with my students and answer their questions. This is part of my teaching unit "Teaching about wars from a human perspective." This veterans panel leads to an art project in ELED 360.	School of Education	Venue provided	Social Studies
9/3/2019	Elizabeth Gould	NAFME Speaker - Music Education	College of Fine Arts	Venue provided and funding in the amount of \$91 from University funds	Fine Arts
9/4/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	SD CPA Showcase	Beacom School of Business	Venue and personnel provided	Accounting
9/4/2019	Gary Cheeseman, USD faculty	Native Voices Lecture and Discussion Series	University Libraries	Venue provided and funding in the amount of \$250 from University funds	Native American Health
9/5/2019	Sylvia Selgestad/Lutheran Social Services	Financial Literacy for USD101	Academic and Career Planning Center	Access provided	Professional Development
9/6/2019	Catherine Palmer Professor of Audiology University of Pittsburg	White Coat Ceremony	College of Arts & Sciences	Venue provided	Motivational Speaker

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
9/6/2019	Lynn Williams SLP Professor and Assoc. Dean at East Tennessee University	White Coat Ceremony	College of Arts & Sciences	Venue provided	Motivational Speaker
9/6/2019	Kevin Teasley - father of departed Audiology Student	White Coat Ceremony	College of Arts & Sciences	Venue provided	Motivational Speaker
9/6/2019	Steve Landis - Guest Artist Masterclass	Composer and Double Bass player from University of North Carolina at Greensboro will present a masterclass open to the public	College of Fine Arts - Department of Music	Venue provided	Fine Arts
9/9/2019	Guijun Wang, Syntheses and studies of functional clycomimetics	Chemistry Seminar	College of Arts & Sciences	Venue provided and funding in the amount of \$542 from University funds	Scientific
9/9/2019	Meet the Biology Department	Biology Seminar	College of Arts & Sciences	Venue provided	Scientific
9/9&10/2019	Sex Signals by Catharsis Productions	Topics include Sexual Assault Prevention and Consent	Student Services: Sorority and Fraternity Life; ICARE; and Housing	Venue provided and funding in the amount of \$11,000 from University funds	Risk Management
9/11/2019	Josh Arens, USD 17, Fulbright Scholar and Rhodes scholar	round table	College of Arts & Sciences	Venue provided	Other
9/11/2019	Dr. Suzanna Ortega, President of Council of Graduate Schools, "Graduate Education and Careers: 2030 and Beyond"	The Graduate Dean Distinguished Lecture will discuss innovations in graduate curricula	Graduate School	Funding in the amount of \$1,500 from University funds	Student Support
9/11/2019	Josh Arens	Alumni to speak with current Honors students about scholarships	Honors Program	Venue provided	Student Support
9/11/2019	Damon Leader Charge, USD SSOM staff	Native Voices Lecture and Discussion Series	University Libraries	Venue provided and funding in the amount of \$250 from University funds	Native American Health
9/12/2019	Libby Skarin, ACLU, Susan Kroger, LEAD SD, Rebecca Kuehl SDSU, re: Sex, Gender & Civil Rights Roundtable	round table	College of Arts & Sciences	Venue provided and funding in the amount of \$162.36 from University funds	Political
9/12/2019	Megan Red Shirt Shaw	Perspective: workshop presented by faculty and staff	Center for Diversity & Community	Funding in the amount of \$4,200 from University funds	Diversity
9/12/2019	Marli Erickson/Tony Grandy	SD National Guard Financial Readiness session for veterans	Student Veterans Resource Center	Venue provided	Leadership
9/13/2019	Dean Charles Rose III	Storytelling & Advocacy Presentation	School of Law	Venue provided	Law
9/13/2019	Lynda Nix/Harrisburg school social worker	Field Seminar	School of Health Sciences	Venue provided	Other
9/14/2019	Jenna (Hoffman) Kubesh & Jeana (Hoffman) Krome	Being Your Best & Creating Memories	intercollegiate Athletics - Women's Basketball	Venue provided	Leadership
9/15/2019	Mihaela Oprea	Guest Violinist w/ the Rawlins Piano Trio	College of Fine Arts	Venue provided and funding in the amount of \$800 from University funds	Fine Arts
9/16/2019	Sara E. Mason, University of Iowa, Talk title TBD	Chemistry Seminar	College of Arts & Sciences	Venue provided and funding in the amount of \$154 from University funds	Scientific
9/16/2019	Symposium & THE JAM	Symposium to bring the community together to encourage learning, leadership, innovation, and to improve the lives of individuals with disabilities and their families	Center for Disabilities	Venue, personnel and funding in the amount of \$8,315.76 from University funds	Disability Awareness
9/17/2019	LTC Robert Walz (ret.), U.S. Army Command and Staff College	"China's Historical Tradition: Implicationsf for U.S. Policy" Lecture and Public Forum	College of Arts & Sciences	Venue provided	Political
9/17/2019	Graduate School Panel	Get advice from recruiters from a variety of graduate programs	Academic and Career Planning Center	Access provided	Professional Development
9/17/2019	Leadership Seminar Series	Group Dynamics and Creating an Inclusive Environment	Student Services: Leadership Development and Programming	Venue provided	Leadership
9/18/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	Ketel Thorstenson	Beacom School of Business	Venue and personnel provided	Accounting
9/18/2019	Professor Gregory Magarian	Constitution Day Lecture	School of Law	Venue provided	Law
9/18/2019	Professor Robert Walz	China's Histroical Tradition: Implications for U.S. Policy	Arts & Sciences - Department of Political Sciences	Venue provided	Political
9/18/2019	Beth Boyd, USD faculty	Native Voices Lecture and Discussion Series	University Libraries	Venue provided and funding in the amount of \$250 from University funds	Native American Health
9/19/2019	Sharron Ahtone Harjo, Kiowa artist and educator, Kiowa Plains artist of Ledger and Painting styles	30th Annual Oscar Howe Memorial Lecture on American Indian Art	College of Arts & Sciences	Venue provided	Fine Arts
9/19/2019	Brian Miller, Ph.D. member of National Child Traumatic Stress Network. Dr. Amanda Adcock Vaner Lugt, Psychologist at the Sioux Falls VA Health Care System;	South Dakota Psychological Association	College of Arts & Sciences	Venue provided	Other
9/19/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	BKD	Beacom School of Business	Venue and personnel provided	Accounting
9/19/2019	Sharron Ahtone Harjo	Oscar Howe Memorial Guest Lecture	College of Fine Arts	Venue provided	Fine Arts
9/19/2019	Sean Starowitz	Guest Artist Talk - Art History	College of Fine Arts	Venue provided and funding in the amount of \$1,800 from University funds	Fine Arts
9/23/2019	Cheng Zhang, Ph.D., SDSU, Talk title TBD	Chemistry Seminar	College of Arts & Sciences	Venue provided and funding in the amount of \$52.90 from University funds	Scientific

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
9/24/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	Intern Panel Discussion	Beacom School of Business	Venue and personnel provided	Accounting
9/24/2019	Mathia Rall/ Sanford Castle	SWK 310 and Social Work CLub	School of Health Sciences	Venue provided	Other
9/24/2019	Andy Grant	Leadership & Team Chemistry	Intercollegiate Athletics - Men's and Women's Swimming	Funding in the amount of \$6,000 from University funds	Leadership
9/25/2019	Sara Lampart - USD Department of History	Humanities Research Forum: "Dis/Obident Daughters and Devoted Wives: Family Dynamics of Starring Performers in Early US Theater"	College of Arts & Sciences	Venue provided and funding in the amount of \$152.36 from University funds	Political
9/25/2019	LaHSO Student/Faculty Panel	Student and Faculty Panel	Latino and Hispanic Student Organization	Venue provided	Diversity
9/26/2019	Evelyn Glennie	Guest Percussionist presentation	College of Fine Arts	Venue provided	Fine Arts
9/26/2019	Doug Russell	Guest Artist Talk - Drawing	College of Fine Arts	Venue provided and funding in the amount of \$1,800 from University funds	Fine Arts
9/26/2019	Jeff Roach, MS, OTR/L	Ergonomics analysis	School of Health Sciences	Venue provided and funding in the amount of \$330 from University funds	OT
9/27/2019	Judy Favor	Leadership & Team Building	Intercollegiate Athletics - Softball	Access provided	Leadership
9/27/2019	Dame Evelyn Glennie	Musician from Scotland - will share her inspirational, trailblazing story/journey to overcome disability and develop her career	College of Fine Arts - Department of Music	Venue provided and funding in the amount of \$2,500 from University funds	Fine Arts
9/29/2019	William 'Mac' McClure	Rawlins Guest piano recital and masterclass	College of Fine Arts	Venue provided	Fine Arts
9/30/2019	Saige Kelmelis, Asst. Prof. Anthropology USD. "Influence of Urbanization on Tuberculosis and Leprosy in Medieval Denmark."	Biology Seminar	College of Arts & Sciences	Venue provided	Scientific
9/30/2019	Paul Kuhlman, Science/Math Teacher Avon School District 4-1, Avon SD	Chemistry Estee Lecture	College of Arts & Sciences	Venue provided	Scientific
10/1/2019	Todd & Patty Pharis	BADM 101 Impact Series	Beacom School of Business	Venue and personnel provided	Business
10/1/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	Equity Trust	Beacom School of Business	Venue and personnel provided	Accounting
10/2/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	RSM	Beacom School of Business	Venue and personnel provided	Accounting
10/3/2019	Sasha Joseph Neulinger and Kay Glidden and Beth Reynolds-Lewis of Compassion Resiliency. Five tracks of breakout sessions will provide additional learning sessions for educators, social workers, law enforcement, medical professionals and community members.	19th Annual Community Response to Child Abuse conference, keynote addresses	College of Arts & Sciences	Venue provided	Child Abuse
10/3/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	Ask an Exec Panel Discussion	Beacom School of Business	Venue and personnel provided	Accounting
10/4/2019	Dave Hultgren	BADM 101 Impact Series	Beacom School of Business	Venue and personnel provided	Business
10/4/2019	Dave Hultgren	Living a Legacy	intercollegiate Athletics - Women's Basketball	Venue provided	Leadership
10/4/2019	Andrea Thompson	Leadership - Finding great mentors & Pay it forward	intercollegiate Athletics - Women's Basketball	Venue provided	Leadership
10/5/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	Deloitte Ddays Tailgate Party	Beacom School of Business	Venue and personnel provided	Accounting
10/7/2019	Senator Heidi Heitkamp (ret.) (co-sponsored with the USD School of Law)	Visit with stiudents	College of Arts & Sciences	Venue provided and funding in the amount of \$600 from University funds	Immigration
10/7/2019	Senator Heidi Heitkamp (ret.)	Thurgood Marshall Lecture: Savanna's Act	School of Law	Venue provided and funding in the amount of \$600 from University funds	Law
10/7/2019	Hongcai "Joe" Zhou, Texas A&M, Talk title TBD	Chemistry Seminar	College of Arts & Sciences	Venue provided and funding in the amount of \$887.99	Scientific
10/7/2019	Lizzie Kasparek, Sanford Health Nutritionist	Freshmen student athlete seminar class	Student Athlete Success Center	Access provided	Professional Development
10/7/2019	Marie Markesbery, Arestin Representative	Adjunctive Antimicrobial Therapy with Arestin	School of Health Sciences	Access provided	Dental Education
10/7/2019	Heather Phillips, Jacquelyn Morgan, and Justin Gray	Tumbleweed Graduate Reading Series	College of Arts & Sciences	Venue provided	Creative Work
10/7/2019	Sister Teresa Ann Wolf, Benedictine Sister - Mother of God Monestary Watertown, SD	Immigration: Experiences on the Border	Office of Diversity	Venue provided	Immigration
10/7/2019	Sister Teresa Ann Wolf, Benedictine Sister - Mother of God Monestary Watertown, SD	Immigration: Experiences on the Border	School of Law	Venue provided	Law
10/8/2019	Rep. Dusty Johnson	Classroom visit to POLS 100: American Government	College of Arts & Sciences	Venue provided	Political

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
10/8/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	Casey Peterson	Beacom School of Business	Venue and personnel provided	Accounting
10/8/2019	Kent Nerburn	Author of SD One Book will meet with Honors students	Honors Program	Funding in the amount of \$675 from University funds	Student Support
10/8/2019	Leadership Seminar Series	Tough Conversations: assist participants in identifying "tough conversations" and understand how to conduct conversations with others	Student Services: Leadership Development and Programming	Access provided	Leadership
10/9/2019	Sylvia Seglestad	Local financial advisor will	Honors Program	Access provided	Student Support
10/9/2019	Jetstream	NSF's production research and edudcatino cloud	Computing Group	Venue provided	Research Computing
10/10/2019	Agnes Callard, University of Chicago, " There's no such thing as being good or bad at philosophy"	Ethics, Law, and Society Annual Lecture, hosted by Philosophy	College of Arts & Sciences	Venue provided and funding in the amount of \$750 from University funds	Philosophy
10/10/2019	Valerie M. Hudson, George H.W. Bush Chair in the Department of International Affairs at The Bush School of Government and Public Service at Texas A&M University, “The First Political Order: How Sex Shapes Governance and National Security Worldwide”	2019 Phi Beta Kappa visiting scholar	College of Arts & Sciences	Venue provided	Political
10/10/2019	Zach DeBoer	Guest Artist Talk	College of Fine Arts	Venue provided and funding in the amount of \$50 from University funds	Fine Arts
10/10/2019	Katrina Finch, Sr. Associate of Chapter Development UNA-USA	Discussion about the UN's work	College of Arts & Sciences	Access provided	Student Organization
10/11/2019	Dr. Valerie Hudson (co-sponsored with Phi Beta Kappa), Dr. Agnes Callard (University of Chicago) and President Sheila K. Gestring	Women and Leadership Discussion panel	College of Arts & Sciences	Venue provided	Political
10/11/2019	"There is no such thing as being good or bad at Philosophy." Professor Agnes Callard, University of Chicago.	2019 Ethics, Law and Society Lecture- Philosophy	College of Arts & Sciences	Venue provided and funding in the amount of \$750 from a grant	Philosophy
10/11/2019	Ashlie Jacobs from the Vermillion Public Schools	Ashlie Jacobs from the Vermillion Public Schools is presenting on educational technologies available for teachers to use in the classroom that can enhance teaching and elementary student learning.	School of Education	Venue provided	Educational Technology
10/14/2019	Ryan Bagheri, Federated Ins. District Marketing Manager	Freshmen student athlete seminar class	Student Athlete Success Center	Access provided	Professional Development
10/15/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	Abdo, Eick & Meyers	Beacom School of Business	Venue and personnel provided	Accounting
10/15/2019	Gary John La Rosa	Performance Workshops, Guest Lecture	College of Fine Arts	Venue provided and funding in the amount of \$2,500 from University funds	Fine Arts
10/15/2019	Mary Gusafson School Social Worker SF	210 and 310	School of Health Sciences	Venue provided	Other
10/16/2019	Farron Pratt	Leadership Styles(Wellness Center Student Managers)	Wellness Center	Access provided	Leadership
10/17/2019	Beta Alpha Psi: Theta Upsilon Fall 2019 Presentations	Black Hills Firm Visit Trip	Beacom School of Business	Venue and personnel provided	Accounting
10/17/2019	Tory Stolen	Guest Artist Talk	College of Fine Arts	Venue provided and funding in the amount of \$50 from University funds	Fine Arts
10/17/2019	Aletha Skrdla	MLS 239- Calibrations	School of Health Sciences	Venue provided	Laboratory Science
10/17/2019	Josh Carlson, Alumn update	10th anniversary party	School of Health Sciences	Venue provided	Other
10/17/2019	Carrie Janssen, Alumn update	10th anniversary party	School of Health Sciences	Venue provided	Other
10/17/2019	Justine Fischer, Alum update	10th anniversary party	School of Health Sciences	Venue provided	Other
10/17/2019	Celina Lohre, alum update	10th anniversary party	School of Health Sciences	Venue provided	Other
10/17/2019	Jason Freeman	"Courageous Next Steps When You Feel Stressed"	Disability Services	Venue provided and funding in the amount of \$3,915.89 from University funds	Disability Awareness
10/18/2019	U.S. Air Force JAG Corps Capt. Anna Sturges	Career Services - Learn about Air Force JAG Corps entrance programs & applications, benefits of federal employment, & life as an Air Force Officer.	School of Law	Venue provided	Law
10/18/2019	Henry Payer	Northern Plains Indian Artist in Resident Gallery Exhibition	College of Fine Arts	Venue provided and funding in the amount of \$9,500 from a grant	Fine Arts
10/18/2019	Gregory Bertsch - USD Beacom School of Business	Seminar "HaloCare Next Generation Infection-Preventing Wound Treatments"	College of Arts & Sciences	Venue provided	Scientific
10/19/2019	Ryan MacLellan USD- Department of Physicscs	public lecture on neutrinos	College of Arts & Sciences	Venue provided	Scientific
10/19/2019	Joel Sander, PhD - USD Department of Physics	"Shedding Light on Dark Matter using SuperCDMS Cryogenic Detectors" - public lecture	College of Arts & Sciences	Venue provided	Scientific
10/21/2019	Jessica Hua, Asst. Prof. Binghamton University. (TBD)	Biology Seminar	College of Arts & Sciences	Venue provided and funding in the amount of \$804 from University funds	Scientific

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10/21/2019	Jordan Brabec, Territory Manager, Procter & Gamble	Product Update from Procter & Gamble	School of Health Sciences	Access provided	Dental Education
10/22/2019	Ann Dilenschneider & Jerry Fogg- SD Humanities Council Speakers	Native American Culture in SD	School of Health Sciences	Venue provided and funding in the amount of \$500 from a grant	OT
10/22/2019	Leadership Seminar Series	Organization Image and Branding	Student Services: Leadership Development and Programming	Venue provided	Leadership
10/23/2019	Mitch Reed, School Superintendent	Sigma Delta Induction Ceremony	School of Health Sciences	Venue provided	Other
10/24/2019	Molly O'Connor	Guest Artist Talk	College of Fine Arts	Venue provided and funding in the amount of \$50 from University funds	Fine Arts
10/24/2019	Faculty and Students - It's Open Access Week	Panel discussing publishing, open access and using open materials in teaching	University Libraries	Venue and personnel provided	Library Science
10/24/2019	Dr. Mary Berry and Stanley May - USD	67th Annual Harrington Lecture	College of Arts & Sciences	Venue provided	Scientific
10/28/2019	Ross Vander Vorste, Asst. Prof. University of Wisconsin-LaCross. (TBD)	Biology Seminar	College of Arts & Sciences	Venue provided and funding in the amount of \$235.42 from University funds	Scientific
10/28/2019	Patricia Lecates, Wells Fargo Branch Mgr.	Freshmen student athlete seminar class	Student Athlete Success Center	Access provided	Professional Development
10/29/2019	Matt Eaton	Guest Artist Talk - Sculpture	College of Fine Arts	Venue provided and funding in the amount of \$2,000 from University funds	Fine Arts
10/30/2019	Marieke Tuthill Beck-Coon, Director or Litigation, Foundation for Individual Rights in Education	Freedom of Speech on Campus - Federalist Society	School of Law	Venue provided	Law
9; 10/2/19; 11/3/19	Mark Ponstein	PHTH 732	School of Health Sciences		
	•Lumbopelvic examination skills •lumbopelvic HVLA thrust techniques •Thoracic examination •Thoracic HVLA thrust techniques •Cervical examination •Cervical HVLA thrust				
Fall 2019	Mallory Wggerman	Inspirational Para-Olympian	Intercollegiate Athletics - Men's and Women's Swimming	Venue provided	Leadership
Fall 2019	Nicole Kasin (Executive Director)-South Dakota Board of Accountancy	ACCT 310 Guest Speaker	Beacom School of Business	Venue and personnel provided	Accounting
Fall 2019	Kyle Koerner (Project Estimator) and nate Fossell (Senior Project Manager)-Interstate Systems	DSCI 441/541 Project Management Guest Speaker(s)	Beacom School of Business	Venue and personnel provided	Business
Fall 2019	Jim Auen (Operations Manager)-Lewis and Clark Regional Water System	DSCI 441/541 Project Management Guest Speaker(s)	Beacom School of Business	Personnel provided	Business
Fall 2019	Matt Leedom •NDT and PNF (9/3/19) •Normal Reach, Grasp, and Manipulation (R G M) (9/17/19) •Abnormal R G M (9/17/19) •Clinical Management of R G M: Assessment (9/24/19) •Clinical Management of R G M: Treatment (9/27/19) •Normal Mobility (11/12/19) •Abnormal Mobility (11/12/19) •Clinical Management of Mobility Disorders: Assessment (11/19/19) •Clinical Management of Mobility Disorders: Treatment (11/25/19)	PHTH 734	School of Health Sciences	Venue provided and funding in the amount of \$2,530 from University funds	Course Content - Medical
Fall 2019	Rex Monif, DDS, Chief Dental Officer	Native American Oral Health at Winnebago, NE	School of Health Sciences	Venue provided	Dental Education
Fall 2019	Susan Strobel, DNP MPH, Assistant Professor	Epidemiology of Dental Disease	School of Health Sciences	Venue provided	Dental Education
Fall 2019	Rebecca Tobin, Professional Relations Representative	Preventing Abuse and Neglect through Dental Awareness	School of Health Sciences	Venue provided	Dental Education
Fall 2019	Jacqueline Creelman Kelly, RDH	Public Health Dentistry through FQHCs	School of Health Sciences	Venue provided	Dental Education
Fall 2019	Travis Fisher, MPA, CAPT, USPHS, Director, MT/WY Tribal Dental Support Center	Public Health Dentistry	School of Health Sciences	Venue provided	Dental Education
Fall 2019	Heidi Moser, SESDAC Day Program Coordinator, SPED 100 class	Heidi Moser, SESDAC Day Program Coordinator, and supported individuals. They will be visiting with the SPED 100 class about current and past experiences in special education as well as employment and transitional experiences. Also discussed SESDAC services and the People First Organization.	School of Education	Venue provided	Special Education
Fall 2019	Parent Connection Personnel, SPED 705 class	Parent Connection Personnel. Parent Connection has sites in Aberdeen, Rapid City, & Sioux Falls. Their mission is to connect families caring for children, youth, and young adults (birth to age 26) w/ a full range of disabilities or special health care needs to information, training, and resources in an environment of support, hope, and respect.	School of Education	Venue provided	Special Education

10/11/2019	Break them or starve them; anything is fair in a war against Salmonella	Devendra Hansraj Shah, Associate Professor, Associate Chair – Teaching and Learning, Department of Veterinary Microbiology/Pathology, Washington State University	Department of Biology/Microbiology and Biology/Microbiology Graduate Student Association (BMGSA)	SNP, 103; To be determined; Other AES	Science
Fall 2019	TBA recent USD teacher education graduates, Council on Exceptional ChildrenStudent Group	Recent graduates from the SD School of Ed. will come and speak at our monthly Council for Exceptional Children (CEC) meeting. They shared about their experiences in interviewing; what’s it’s like to be a new teacher in the field; behavioral issues in their classrooms; what it’s like communicating with parents and other school staff; etc.	School of Education	Venue provided	Special Education
Fall 2019	Heidi Moser, SEDDAC Day Services Coordinator, SPED 296 class	Heidi Moser, SEDDAC Day Services Coordinator, will come and do training for field experience students so they may pursue their clinical field experience in special education at SEDDAC.	School of Education	Venue provided	Special Education

Institution	COMPLAINTS BY INSTITUTIONAL STUDENTS											
	Anonymous Complaints				Informal Complaints				Formal Complaints			
	Meritorious*			Nonmeritorious	Meritorious*			Nonmeritorious	Meritorious*			Nonmeritorious
	Warning	Discipline	Remedy provided		Warning	Discipline	Remedy provided		Warning	Discipline	Remedy provided	
BHSU	0	0	0	0	0	0	0	0	0	0	0	0
DSU	0	0	0	0	0	0	0	0	0	0	0	0
NSU	0	0	0	0	0	0	0	0	0	0	0	0
SDSM&T	0	0	0	0	0	0	1	0	0	0	0	0
SDSU	0	0	0	0	0	0	0	1	0	0	0	0
USD	0	0	0	0	0	0	0	1	0	0	0	0
Total							1	2				
Institution	COMPLAINTS BY INSTITUTIONAL STUDENT ORGANIZATIONS											
	Anonymous Complaints				Informal Complaints				Formal Complaints			
	Meritorious*			Nonmeritorious	Meritorious*			Nonmeritorious	Meritorious*			Nonmeritorious
	Warning	Discipline	Remedy provided		Warning	Discipline	Remedy provided		Warning	Discipline	Remedy provided	
BHSU	0	0	0	0	0	0	0	0	0	0	0	0
DSU	0	0	0	0	0	0	0	0	0	0	0	0
NSU	0	0	0	0	0	0	0	0	0	0	0	0
SDSM&T	0	0	0	0	0	0	0	0	0	0	0	0
SDSU	0	0	0	0	0	0	0	0	0	0	0	0
USD	0	0	0	0	0	0	0	1	0	0	0	0
Total								1				
Institution	COMPLAINTS BY PARENTS OF INSTITUTIONAL STUDENTS											
	Anonymous Complaints				Informal Complaints				Formal Complaints			
	Meritorious*			Nonmeritorious	Meritorious*			Nonmeritorious	Meritorious*			Nonmeritorious
	Warning	Discipline	Remedy provided		Warning	Discipline	Remedy provided		Warning	Discipline	Remedy provided	
BHSU	0	0	0	0	0	0	0	0	0	0	0	0
DSU	0	0	0	0	0	0	0	0	0	0	0	0
NSU	0	0	0	0	0	0	0	0	0	0	0	0
SDSM&T	0	0	0	0	0	0	0	0	0	0	0	1
SDSU	0	0	0	0	0	0	0	0	0	0	0	0
USD	0	0	0	0	0	0	0	0	0	0	0	0
Total												1
Institution	COMPLAINTS BY OUTSIDE GROUPS OR INDIVIDUALS											
	Anonymous Complaints				Informal Complaints				Formal Complaints			
	Meritorious*			Nonmeritorious	Meritorious*			Nonmeritorious	Meritorious*			Nonmeritorious
	Warning	Discipline	Remedy Provided		Warning	Discipline	Remedy Provided		Warning	Discipline	Remedy Provided	
BHSU	0	0	0	0	0	0	0	1	0	0	0	0
DSU	0	0	0	0	0	0	1	0	0	0	0	0
NSU	0	0	0	0	0	0	0	0	0	0	0	0
SDSM&T	0	0	0	0	0	0	0	0	0	0	0	0
SDSU	0	0	0	0	0	0	0	1	0	0	0	0
USD	0	0	0	0	0	0	0	0	0	0	0	0
Total							1	2				

* Indicate the total number of complaints in each category that was found to be meritorious. Under separate cover, please explain each case, identifying the individuals involved, the conduct that was found objectionable, the action that was taken to prevent future transgressions and the action that was taken to make the complainant whole.

Descriptions of noted complaints can be found in the Annual Report on Intellectual Diversity and Free Exchange of Ideas in Section 2 of the report.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – K

DATE: December 11-12, 2019

SUBJECT

SDSU Vet 2+2 Agreement with the University of Minnesota

CONTROLLING STATUTE, RULE, OR POLICY

[SB43](#) (2019 Legislative Session) – An Act to redirect funding to a collaborative program in rural veterinary medical education and to provide tax revenue for the support of veterinary students.

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

During its [December 2018](#) meeting the Board approved pursuing legislation to authorize SDSU to engage in a Vet 2+2 Program with the University of Minnesota (“UMN”). That legislation took the form of [SB43](#), which was ultimately passed by the Legislature and signed into law by the Governor.

The Agreement for Collaborative Program of Veterinary Medical Education between South Dakota State University and the University of Minnesota (“Agreement”), set forth in Attachment I, is the culmination of diligent efforts by and between SDSU and the UMN to operationalize the Vet 2+2 Program contemplated in the aforementioned legislation. The Agreement, which will continue in force until terminated pursuant to Section 24 thereof, will pave the way for 20 students a year to attend their first two years of the Doctor of Veterinary Medicine program at SDSU and then transfer to the UMN to complete their final two years of the program. The first class of students is scheduled to matriculate in academic year 2021-2022.

BOR Policy 5:3 necessitates Board approval of Attachment I (“Contracts Requiring Board Action...1.5. Affiliation agreements and other agreements that provide for joint sponsorship of educational programming for which credit shall be awarded.”).

IMPACT AND RECOMMENDATIONS

The attached Agreement will allow SDSU and the UMN to move forward with the Vet 2+2 Program previously contemplated and approved by the Board and Legislature. BOR

(Continued)

DRAFT MOTION 20191211_5-K:

I move to approve the Agreement and authorize the Executive Director to finalize and execute the Agreement in substantially similar form to that set forth in Attachment I.

approval at its December meeting will enable action by the AVMA Council on Education (accrediting body) during their December meeting, allowing for timely advertisement and promotion of the joint program to students (the AVMA Council on Education requires a fully executed agreement in order to review the program).

Staff recommends approval.

ATTACHMENTS

Attachment I – Agreement for Collaborative Program of Veterinary Medical Education
between South Dakota State University and the University of Minnesota

**AGREEMENT FOR
COLLABORATIVE PROGRAM OF VETERINARY MEDICAL EDUCATION
BETWEEN SOUTH DAKOTA STATE UNIVERSITY
AND THE UNIVERSITY OF MINNESOTA**

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Regents of the UNIVERSITY OF MINNESOTA, through its College of Veterinary Medicine, an institution of higher education of the State of Minnesota (“UMN”) and the SOUTH DAKOTA BOARD OF REGENTS (“SDBOR”), for its South Dakota State University (“SDSU”) through its College of Agriculture, Food and Environmental Sciences, Veterinary and Biomedical Sciences Department.

RECITALS

- A. UMN is authorized by Minn. Stat. Ch. 137 to operate and establish a collaborative educational program for veterinary medicine in Minnesota and it may enter into agreements with one or more institutions of postsecondary education in other states for such purposes. If other programs are added, the expectation is that this would not jeopardize the quality and number of clinical sites and opportunities.
- B. In recognition of the special significance that highest quality veterinary medicine has to the citizens and economies of the states of Minnesota and South Dakota, the UMN, through its Regents, and the SDBOR signed a non-binding Memorandum of Understanding on July 10, 2017 that anticipated the creation of a long-term agreement for a 2 + 2 Program in Veterinary Medical Education between the UMN, through its College of Veterinary Medicine and SDSU, through its College of Agriculture, Food, and Environmental Sciences, Veterinary and Biomedical Sciences Department.
- C. The primary goal of this Agreement is for a collaborative Veterinary Medicine 2 + 2 Program of education (hereinafter referred to as “Collaborative Program”) and to support rural veterinary education. A principal objective is to provide for the education and training students who are accepted into the SDSU portion of the Collaborative Program for the 2021-2022 academic year and beyond and to provide an opportunity for such students to obtain professional veterinary education leading to the Doctor of Veterinary Medicine (“DVM”) degree. A cohort of students will enroll at SDSU in the Professional (DVM) Program in Veterinary Medicine for the first two years of their veterinary education, and then transfer to the UMN program for the remaining two years of their veterinary education.
- D. Through this partnership, the two institutions will build on historic strengths, leverage resources, anticipate opportunities and future directions, and build bridges with veterinarians. Collaborative activities in research and outreach in veterinary medicine may be a concomitant result of the Collaborative Program.
- E. UMN and SDSU will obtain all necessary approvals of the Collaborative Program in veterinary medicine from their respective campus administrative bodies, governing boards, and other appropriate governmental and accrediting agencies.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS OF AGREEMENT

UMN and SDSU shall have joint responsibility for establishing policies in matters of curriculum, academic standards, research, student admissions, and the conduct of the Collaborative Program as follows:

SECTION 1. Collaborative Program Curriculum. SDSU and UMN faculty will determine Collaborative Program student learning outcomes and core competencies expected of entry-level veterinarians as part of UMN's program of outcomes assessment to determine the need for curricular change. Once the standards are agreed upon following the process described in 1.5 below, each respective faculty would have the responsibility to design their respective curricula to make sure that the students meet these outcomes and competencies.

- 1.1 The first two years of the Collaborative Program veterinary curriculum will be offered at SDSU for Collaborative Program students.
- 1.2 Courses in the first and second year Collaborative Program curriculum shall be taught by qualified SDSU faculty with the possible exception of mutually agreed upon courses delivered by distance education to SDSU by UMN faculty. The last two years of the Collaborative Program will be offered at UMN and taught by qualified UMN faculty. Approved Collaborative Program clinical preceptorships may be offered in both states.
- 1.3 As faculty and programmatic resources become available, Collaborative Program curricular offerings will be provided by SDSU faculty to both students matriculating at SDSU and UMN.
- 1.4 Curriculum and academic requirements at SDSU and UMN will be similar in course content and contact hours and will require demonstration of the same learning outcomes at each university.
- 1.5 Curriculum and academic requirements will be monitored throughout the Collaborative Program using standardized tests and assessments, student evaluation of individual instructors, and core skills tests administered throughout the program in a manner consistent, but not necessarily identical, between the universities.
- 1.6 An outcomes assessment consistent with UMN's requirements for UMN students may be administered to all SDSU veterinary students following completion of the second year of the Collaborative Program curriculum and at specified times designated by national testing agencies such as the National Board of Veterinary Medical Examiners. The results of these assessments are to be used to make necessary adjustments in the Collaborative Program curricular offerings, teaching methods or other methods for improvement at both institutions.
- 1.7 UMN and SDSU will employ appropriate levels of qualified faculty and staff, as well as graduate research and teaching individuals to effectively deploy the Collaborative Program and may recognize adjunct status at the collaborating university. Input on faculty and staff evaluation will be obtained from the non-employing collaborating university and considered in the evaluation of the employee's workload assignment. The policies and procedures of the employing university shall be used in any employment decision. UMN

and SDSU shall comply with all laws, regulations, policies, and procedures applicable to the employment of their employees.

SECTION 2. Collaborative Program Academic Standards. SDSU and UMN faculty will share in reviewing and/or changing academic standards for the Collaborative Program. Academic standards shall meet or exceed those established by the Council of Education of the American Veterinary Medical Association.

SECTION 3. Collaborative Program Applications; Student Records. SDSU and UMN will work together to enroll the first class of students in the Collaborative Program to matriculate in academic year 2021-2022. In academic year 2023-24, and for each academic year thereafter, UMN agrees to guarantee slots for twenty (20) qualified students to be transferred after the second year from the Collaborative Program at SDSU. Upon mutual agreement, the parties could enroll more than 20 students in a class, in which case UMN would agree to guarantee to allow transfer of more than 20 students in the year that would constitute their third year of the Collaboration Program. Students admitted to the Collaborative Program at SDSU must meet the requirements established by SDSU and UMN for participation in the UMN DVM degree program pursuant to this Agreement, and must be qualified for admission into the UMN-CVM for its DVM degree program. The application process to the Collaborative Program shall be as follows:

- 3.1 UMN and SDSU will maintain and administer separate mirrored admission processes with one member of the other university sitting on the admission committee of the other university.
- 3.2 UMN will review SDSU screening criteria, admission test requirements, and interview questions prior to SDSU use. Although UMN will have input, SDSU will be ultimately responsible for the admissions process and decisions for Collaborative Program applicants.
- 3.3 SDSU students enrolled in years 1 and 2 of the Collaborative Program will transfer to UMN for years 3 and 4 upon successful completion of the SDSU portion of the Collaborative Program requirements according to student promotions guidelines set by UMN.
- 3.4 VetFast, or similar approved methodology, may be used in the mirror application environment.
- 3.5 Each Collaborative Program applicant will be notified in writing by SDSU of the decision concerning his or her application for initial admission by SDSU into the Collaborative Program. UMN will acknowledge the admission of students into the SDSU phase of the Collaborative Program.
- 3.6 Transfer of Credits will be accepted by UMN upon successful completion of the courses approved for the Collaborative Program.
- 3.7 Collaborative Program applicant files shall be deemed records of both UMN-CVM and SDSU.

- 3.8 Education records of students admitted to the Collaborative Program will be disclosed to UMN and SDSU school officials with legitimate educational interests. As appropriate, SDSU will obtain consent from students who apply to or enroll in the Collaborative Program in order to share records with UMN.
- 3.9 Although the Collaborative Program is expected to attract and enroll South Dakota residents, nothing in this Agreement shall be construed to obligate SDSU to enroll a minimum number of qualified SDSU South Dakota residents into the Collaborative Program each academic year.

SECTION 4. Collaborative Program Enrollment. Collaborative Program students will be enrolled in a Master's program while at SDSU. Completion of the Master's degree is an expectation, but not a requirement for completion of the DVM at UMN. Students who do not complete the DVM for any reason will be encouraged by SDSU to complete the Master's degree to be awarded by SDSU to students who successfully complete the Master's program.

- 4.1 Students from SDSU in years 1 and 2 of the program will be introduced into the UMN system to ensure seamless integration as they transfer to UMN for their 3rd and 4th years. The directors of the programs at SDSU and UMN will be responsible for creating and facilitating integration activities which may include a joint or concurrent orientation, participation in group projects for coursework, teaching of SDSU students by UMN faculty, and joint club activities.
- 4.2 SDSU Subsidized Students: If Qualifying South Dakota Students receive scholarships for Collaborative Program courses at SDSU, such scholarships will be paid to the student by SDSU for the benefit of the identified Collaborative Program student.
- 4.3 UMN will be responsible for issuing the DVM diploma to students successfully completing the Collaborative Program.

SECTION 5. Collaborative Program Tuition and Fees. Collaborative Program students will be assessed the tuition and fees rates applicable to their residency classification pursuant to tuition and fee agreements between Minnesota and South Dakota and as approved by their governing bodies. Students applying for financial aid will need to apply to the school that they will physically attend (i.e., students would need to apply to UMN with a new application in their 3rd year).

SECTION 6. Use of Facilities and Resources. UMN and SDSU will provide facilities and resources, or access thereto, suitable for the Collaborative Program curriculum for students enrolled in the courses provided by the responsible institution. This includes, but is not limited to, any required academic resources, library, laboratory, practical, insurance, advising, medical and mental-health services, career counseling, financial aid assistance, information technology, and other campus-based resources available to university students.

SECTION 7. Collaborative Program Students Entitled to Complete DVM Training in Due Course. UMN agrees that any Collaborative Program student shall be entitled to continue their enrollment in the UMN-CVM DVM program for the time required to obtain the DVM degree, so long as the student maintains the status of a full-time student in good standing according to the rules and

regulations established by the UMN-CVM for all DVM Students. Any Collaborative Program student enrolled in the UMN College of Veterinary Medicine pursuant to this Agreement who experiences a life event that would justify a legitimate interruption in studies toward the DVM degree shall be entitled to continue their education under the same policies that would be available to any other student in the UMN-CVM.

SECTION 8. Standards of Conduct for Collaborative Program Students. In addition to the rules specifically governing the Collaborative Program, Collaborative Program students shall be subject to the general rules and regulations of the institution where they are physically present during classes or clinical training. Violations of conduct policies shall be handled consistent with Section 12 of this agreement.

SECTION 9. Collaborative Research. Students in the Collaborative Program who engage in research projects shall comply with all applicable institutional policies and procedures.

SECTION 10. Intellectual Property. Intellectual property created by SDSU or UMN faculty or staff members under this Agreement shall be subject to the intellectual property policies of the employing institutions, as well as sponsored funding agreements. Intellectual property shall mean works capable of protection under copyright, patent, trademark, and trade secret laws. Jointly made or generated intellectual property shall be jointly owned by the employing institutions and/or employees as determined by the home institution's policies, unless otherwise agreed in writing by a duly authorized official. The parties agree to timely disclose to each other, in writing, each and every invention that results from joint activities, which may be protected under intellectual property laws. Jointly written articles and other writings including patentable inventions shall also be disclosed to the other party, which shall have the right to a reasonable delay of publication (not to exceed 60 days) in order to review and take appropriate steps for preservation of rights to patent.

SECTION 11. Joint Collaborative Program Oversight Committee. A joint oversight committee shall be formed to review the operation of the Collaborative Program at least annually. The Director of the Professional Veterinary Medical Program at SDSU shall provide annual reports for the SDSU and UMN administrators and the committee.

- 11.1 SDSU and UMN shall each appoint three (3) persons to serve on the committee including the respective SDSU and UMN program Directors.
- 11.2 A chair of the committee shall serve for two years, and the committee chair shall alternate between institutions at the end of every two-year term. The initial chair of the committee will be the UMN CVM Associate Dean of Education.
- 11.3 The committee shall prepare an analysis of the operational effectiveness, financial status and relevant student and program outcomes of the Collaborative Program.

SECTION 12. Policies Applicable. Each university will maintain policies and procedures which, whether academic, disciplinary, or otherwise, will be applicable to students admitted and enrolled in their portion of the Collaborative Program. If students are sanctioned pursuant to such policies by SDSU, SDSU will inform UMN of such sanctions prior to the students' transfer. All education records from SDSU can be

shared with UMN, including allegations of policy violations that do not result in sanctions.

SECTION 13. Accreditation. The Collaborative Program will meet all accreditation requirements of the American Veterinary Medical Association Council on Education (AVMA COE) for the UMN accredited program. UMN and SDSU will maintain in good standing institutional required accreditations, such as regional Higher Learning Commission accreditation. If either SDSU or UMN is non-responsive to accreditation concerns raised by the AVMA COE to the point of terminal accreditation, this association between the schools will be voided. However, every effort will be made by both parties to rectify the accreditation concerns.

SECTION 14. Financial Considerations. SDSU and UMN shall each bear their own expenses associated with this agreement. In the event that UMN faculty teach curriculum to SDSU students in years 1 and 2, or SDSU faculty teach curriculum in years 3 and 4, the universities will mutually agree on the amount of funding to be paid to the teaching institution.

SECTION 15. Data Sharing. The institutions will share information about the Collaborative Program, employees engaged with the Collaborative Program, and other information that is necessary for its effective deployment. The data shared shall be treated in accordance with applicable privacy laws.

SECTION 16. PRIVACY.

16.1 FERPA. The parties will maintain the confidentiality of student records in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (“FERPA”). The parties shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted student records received from, or on behalf of the other party or its students.

16.2 Data Practices Act. UMN must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided, created, collected, received, stored, used, maintained, or disseminated pursuant to this agreement.

SECTION 17. Non-Discrimination. The parties agree not to discriminate or harass individuals on the basis of sex, race, color, creed, national origin, ancestry, citizenship, gender, gender identification, transgender, sexual orientation, religion, age, disability, genetic information or U.S. veteran status or any other status that may become protected under U.S. and State laws against discrimination, as applicable to the institution.

SECTION 18. Program Statements, Use of Marks and Marketing of the Collaborative Program. SDSU and UMN agree to obtain the prior review and/or approval of the other party prior to making Collaborative Program statements or using the other party’s name or marks. SDSU will take primary responsibility for marketing of the Collaborative Program, though UMN may also initiate marketing of the Collaborative Program.

SECTION 19. Compliance. The parties will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to performance of this agreement, and will be solely responsible for obtaining current information on such requirements

SECTION 20. Reporting. The parties agree to report to the other party any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties that may result in a claim to the other party, or which may otherwise subject the other party to liability. A party's obligation under this section shall only be to report the occurrence of any event to the other party and to make any other report provided for by their duties or applicable law. The obligation to the report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting under this section shall not excuse or satisfy any obligation of the party to report any event to law enforcement or other entities under the requirements of any applicable law.

SECTION 21. Audit. The parties, through any authorized representative, will have access to and the right to examine and copy all records, books, papers, or documents related to their performance of this agreement. The parties will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal and state law retention periods and comply with applicable requirements for litigations holds.

SECTION 22. Insurance. The parties at all times will maintain and carry liability coverage for the entity, its employees, agents, and assigns as required by the laws applicable to the university and require its subcontractors performing this agreement to do the same. The parties understand and agree that SDSU participates in the PEPL fund agreement pursuant to SDCL Ch. 3-21 and accept this as sufficient coverage.

SECTION 23. Indemnification. Each party shall be responsible for its acts as set forth by the laws applicable to the entity. The parties understand and agree that as set forth in SDCL 3-21-13, no provision for hold harmless, or defense (hereafter "Indemnification") by SDSU, the SDBOR, the State of South Dakota, its officers, agents, or employees, is enforceable against them except to the extent that liability coverage is provided for the indemnification pursuant to SDCL 3-22-1, and funds are specifically appropriated by the South Dakota Legislature and available to provide for the indemnification, or the legislature has expressly authorized the indemnification in statute. UMN's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736 and other applicable law.

SECTION 24. Term and Termination.

24.1 Term. This agreement is effective as of the latter of January 1, 2020 or the last date signed below. This Agreement will continue in force until terminated as provided herein.

24.2 Termination. This agreement will remain in effect until:

- 24.2.1 The written mutual agreement of the parties to terminate;
- 24.2.2 Without fault, upon failure of appropriation by a legislature;
- 24.2.3 By four (4) years' notice of a party; or
- 24.2.4 In the case of breach, upon thirty (30) days' advance written notice of termination; provided however, that the agreement will be reinstated upon curing the breach within the thirty (30) day period.

SECTION 25. Continuation of Students Upon Termination. Upon termination of this agreement pursuant to Section 24, every effort shall be made to all Collaborative Program students who are currently admitted to complete their course of studies, provided, however, that no Collaborative Program student shall be allowed to take more than five (5) academic years from the termination date to complete the Program. No termination shall affect the obligation of UMN to allow each SDSU student admitted to complete their training on the same terms as other admitted UMN students for so long as they continue to meet the UMN Program requirements.

SECTION 26. Independent Contractor. While performing the Collaborative Program hereunder, the parties are independent contractors and not officers, agents, or employees of the other party.

SECTION 27. Notices. All notices, payments, requests, or other communications which may be required under this Agreement shall be given as follows:

- (a) To UMN: Dean, College of Veterinary Medicine
455 Veterinary Medical Center
1365 Gortner Ave
St. Paul, MN 55108
Telephone: 612-624-6244
- (b) To SDSU: Provost and Vice President for Academic Affairs
Box 2201
Brookings, SD 57007
Telephone: 605-688-4173

Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

SECTION 28. Conflict Resolution. Should a conflict arise during the performance of this agreement, the parties agree to make good faith efforts to resolve the matter at the lowest level authorized in accordance with the parties' applicable policies and procedures and applicable law prior to seeking judicial determinations in the courts of applicable jurisdiction.

SECTION 29. Entire Agreement. This agreement is the entire agreement of the parties and may be modified or amended upon the mutual written agreement of the parties. The parties may mutually agree in writing to additional agreements that implement this agreement, which shall be subject to the terms and conditions contained herein. This agreement may be signed in duplicate copies which will constitute one document.

This agreement is made and entered into by the duly authorized representatives of the parties.

South Dakota Board of Regents

By: Paul Beran, Ph.D.
Its: Executive Director
Date: _____

South Dakota State University

By: Dennis Hedge, Pharm.D.
Its: Provost/V.P. for Academic Affairs
Date: _____

University of Minnesota

By: Laura Molgaard, DVM
Its: Interim Dean, College of Veterinary Medicine
Date: _____

By: Karen Hanson, MS, Ph.D.
Its: Executive Vice President and Provost
Date: _____

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 5 – L

DATE: December 11-12, 2019

SUBJECT

Inactive Status and Program Termination Requests – USD

CONTROLLING STATUTE, RULE, OR POLICY

[AAC Guideline 2.12](#) – Programs on Inactive Status

[AAC Guideline 2.13](#) – Program Termination

BACKGROUND / DISCUSSION

The University of South Dakota has submitted a request asking that the following program be inactivated (see Attachment I).

- Degree Program: Bachelor of Science in Nursing
Specific Site to Inactivate: Capital University Center (Pierre)
Justification: The BS in Nursing Program in Pierre, SD has been unable to recruit enough students to sustain the program. Having a pool of qualified applicants continues to be a challenge. With Lake Area Technical Institute's (LATI) proposal to start a Licensed Practical Nursing Program and an Associate Degree program, the already small applicant pool will become even smaller and it will be difficult to sustain the program.

IMPACT AND RECOMMENDATION

All students currently enrolled in the BSN program at the Pierre site will continue their nursing courses and will be able to complete their plan of study to their expected graduation dates of May 2020 and May 2021. Students will continue to work with advisors to complete their plan of study.

Board staff recommend approval.

ATTACHMENTS

Attachment I – USD Program Inactivation Request

DRAFT MOTION 20191211_5-L:

I move to approve USD's request to inactivate their Bachelor of Science in Nursing program at the Capital University Center in Pierre.



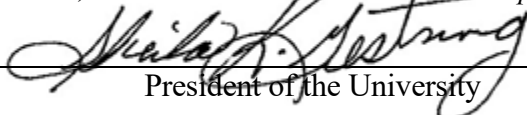
SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Program Termination or Placement on Inactive Status

UNIVERSITY:	University of South Dakota
DEGREE(S) AND PROGRAM:	Bachelor of Science in Nursing Pierre, SD site only 925 E. Sioux Ave Pierre, SD
CIP CODE:	51.3801
UNIVERSITY DEPARTMENT:	Nursing
UNIVERSITY DIVISION:	School of Health Sciences

University Approval

To the Board of Regents and the Executive Director: I certify that I have read this proposal, that I believe it to be accurate, and that it has been evaluated and approved as provided by university policy.

 _____ President of the University	11/5/19 _____ Date
---------------------------------------------------------------------------------------------------------------------------	--------------------------

1. Program Degree Level:

Associate ☐ Bachelor's ☒ Master's ☐ Doctoral ☐

2. Category:¹

Certificate ☐ Specialization ☐ Minor ☐ Major ☒

3. The program action proposed is:²

Inactive Status ☒ Termination ☐
See question 4 *See questions 5 and 6*

4. INACTIVE STATUS

A. Provide a justification for inactivating the program:

The Bachelor of Science in Nursing Program in Pierre SD has been unable to recruit enough students to sustain the program. Having a pool of qualified applicants continues to be a challenge. With Lake Area Technical College's (LATI) proposal to start a Licensed Practical Nursing Program and an Associate Degree program, the already small applicant pool will become even smaller and it will be difficult to sustain the program. Therefore, we are moving forward with a request to put the nursing program in Pierre on an inactive status.

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in Colleague.

² Note: An inactive program is a program a university has authority to offer, but the program is not admitting new students and has not formally terminated. A presumption exists that inactive status is a temporary status; universities review inactive programs periodically to determine the feasibility of reactivating or terminating the program. Programs can remain inactive for five (5) consecutive years at which time a university must terminate the program. A terminated program is a program for which a university ceases to have authority to offer. Reinstatement of a terminated program requires university and BOR approval through the prescribed new program approval processes.

Over the last three years, many collaborative efforts, including community and practice partners were put in place to boost recruitment and retention.

This included the following:

- A Partnership with the Matson Halverson Christiansen Hamilton Foundation, which facilitated multiple recruitment and marketing events and supported student scholarships. The MHCH currently offers 15K to students who stay in Pierre to practice.
- Avera Scholarships are currently available for students who choose to commit to working in Pierre.
- Chris Maxwell (Capital University Director) working with local landlords to explore the possibility to dedicating space for nursing students at a reduced rate and to add housing to subsidy and scholarship to the package.
- Several recruitment events with advertisement took place in collaboration and support from the Pierre Capital Journal.
- Offering the Pierre site as an alternative to students on the waiting list at the Vermillion site with Avera offering scholarships and guaranteed employment upon graduation.

Despite the above efforts, the student enrollment did not increase enough to keep the program viable or be financially sound.

B. If there are current students in the program, what are the implications of placing the program on inactive status?

All students currently enrolled in the BSN program at the Pierre site will continue their nursing courses and will be able to complete their plan of study to their expected graduation dates of May 2020 and May 2021. Students will continue to work with advisors to complete their plan of study.

In accordance with our current policies if a student does not maintain continuous enrollment, or has withdrawn, dropped, or failed with less than a C grade in any of the nursing courses during the remainder of their program, the student will be encouraged to apply to the other USD sites which include Rapid City, Vermillion, or Sioux Falls. The three faculty who are currently employed at the Pierre site will have the opportunity to apply for open positions at the Vermillion, Rapid City, or Sioux Falls sites. Relocation assistance will be provided if faculty choose to relocate. We anticipate that positions will be available for the Pierre faculty at the other sites due to program growth.

C. What is the last date (day/month/year) by which a student can graduate in the program:

There are 3 students would be eligible to graduate May 9, 2020 and 5 students eligible to graduate May 8, 2021.

D. What is the proposed date (day/month/year) inactive status takes effect (the proposed date for inactive status is also the last date a student may enroll in or declare the program)?

The proposed date of inactive status takes place Summer 2020 [202050 term].

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – A

DATE: December 11-12, 2019

SUBJECT

NSU Building Inventory and Action Plan

CONTROLLING STATUTE, RULE, OR POLICY

None.

BACKGROUND/DISCUSSION

The Board has been compiling facilities utilization reports since the 1980's. The report gives some sense of the quantity and utilization of space, but does not address the appropriateness of quality of space.

A facilities inventory and utilization study is created by gathering inventory data, including all building characteristics, and combining it with current student enrollment information to determine facility utilization rates. The study for the fall of 2018 was presented to the Board at its October 2019 meeting. At that time, the Board requested additional follow-up and a plan of action from Northern State University (NSU) on how it intends to meet the stated goals. Attachment II contains a facilities utilization outline from NSU, with additional details and the action plan located in Attachment III.

IMPACT AND RECOMMENDATIONS

NSU Facility Utilization at a Glance:

- Average classroom hours of use is 16.4, goal is 35. This rate is up from last year's rate, but is the second lowest in the system.
- Average class lab hours of use is 10.1, goal is 20. This is the lowest rate in the system.
- NSU's student station usage of 5.1 in classrooms is the lowest in the system. Their usage of class lab student station is the second lowest in the system.
- Class lab student station utilization is 71.8%, goal is 80%. This figure is the second highest in the system and is up from last year.
- NSU's residence hall utilization increased to 75.85% for fall 2017. This is the lowest rate in the system.

ATTACHMENTS

Attachment I – Fall 2018 Facilities Utilization Report

Attachment II – NSU Space Utilization Outline

Attachment III – NSU Space Utilization Plan

INFORMATIONAL ITEM

South Dakota
Public University
System

Facility Utilization Report



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Introduction

The efficient use of campus facilities is a concern to most colleges and universities. This concern is partially a reflection of the high costs involved in constructing and maintaining buildings, but it also stems from a broader recognition of the importance of facility planning. The effective allocation and utilization of space is essential if an institution of higher education is to maximize its resources in accomplishing its objectives in the areas of instruction, research, and public service.

The primary purpose of the Facilities Inventory and Utilization Study is to provide higher education administrators with a detailed statistical profile of the facilities on their own campus and of the other public universities in South Dakota. The study was first commissioned by the Board in the fall of 1992. To assure consistency, a facilities manual was developed by the Facilities Task Force, composed of a representative from each institution and the Executive Director's office, and staff from the Regents Information Systems. The facilities manual is based on the Postsecondary Education Facilities Inventory and Classification Manual, published in May 2006 by the National Center for Education Statistics, and prepared by the National Working Group on Postsecondary Facilities.

The current facilities inventory and utilization system functions on Datatel's Colleague product and is maintained by Regents Information Systems (RIS). The inventory system allows the institutions to track building data including: building name and alpha code, ownership, use (revenue, academic, mixed, etc.), type of construction, year of construction, gross area, construction cost, replacement cost, condition, location, disabled accessibility, and year of major renovation. The system allows the institutions to track room data (classrooms, gyms, labs, offices, etc.) including: room number, floor location, disabled access, room use alpha code (standard set of codes indicating the room use), category code (related to NACUBO programs), department assignment, net square feet, and the number of stations. The inventory system provides the institutions with various reports which sort their inventory in a number of ways. The facilities utilization programs use the inventory data combined with student enrollment data from the Colleague student system to determine classroom and class laboratory facilities utilization.

The data you find in this report are summary data taken from the inventory and utilization reports which have been reviewed and verified by the institutions. The study's purpose is to provide the user with summary data which provide insight into and comparative assessments of the intensity and efficiency of facility utilization and space availability. In short, this publication is intended as an important analytical tool for use in facilities planning.

Institutions Included

The study provides data for the six public Regental institutions of higher education in South Dakota as well as the Centers in Sioux Falls and Rapid City. The universities are listed below along with the name of the facilities and registrar contact person from each institution. The inventory of facilities is maintained by the Physical Plant operation and the scheduling of classes is done by the Registrar's Office.

Black Hills State University and Black Hills State University – Rapid City

Mr. Randy Culver – Physical Plant Director

Ms. April Meeker – Registrar's Office

Northern State University

Mr. Monte Mehlhoff – Physical Plant Director

Ms. Peggy Hallstrom – Registrar's Office

South Dakota School of Mines & Technology

Ms. Jerilyn Roberts – Physical Plant Director

Mr. Philip Hunt – Registrar's Office

South Dakota State University

Mr. Dean Kattelmann – V.P. of Facilities & Services

Ms. Joyce Kepford – Registrar's Office

University of South Dakota

Mr. Brian Limoges – Assist VP Facilities Management

Ms. Jennifer Thompson – Registrar's Office

University Center – Sioux Falls

Mr. Jim Barkema – Physical Plant Manager

Mr. Aaron Anthony – Student Success Coordinator

Types of Data Collected

The study is divided into two sections which attempt to look at various elements of instructional space and overall space assignment and availability. The first section looks at overall instructional space, provides gross space measures per FTE students and breaks down the space into its assigned components. The second section on the utilization of instructional space provides ratios, percentages, and indices which relate the amount of instructional activity in classrooms and class laboratories.

This study is designed to provide only a “snapshot” of institutional facilities at a particular point in time. Facilities data reflect all buildings which were completed as of October 30, 2018 and only the courses which were scheduled as of October 30, 2018,

which is the system extract file date used for reporting information to the U.S. Department of Education's Integrated Postsecondary Education Data System (IPEDS). The data does not take into account any additional instructional activity scheduled off campus.

It should also be noted that different types of institutions will often have very different space needs. As a result, two institutions with facilities which are equally well-utilized may have significantly different utilization data. Thus, it is generally unwise to attempt to make comparisons between two institutions which are dissimilar in terms of their levels or the instructional programs which they offer. In our environment, comparisons are best made between our comprehensive institutions (BHSU, DSU, NSU) and our research / specialty institutions (USD, SDSU, SDSM&T). Peer comparisons or standards provide the most reliable means of assessment.

Procedures Used in Collecting Data

The South Dakota Board of Regents maintains an annually updated computer-based facilities inventory of each institution included in the study. A facilities inventory is comprised of a Building Characteristic Report and a Room Characteristic Report. The Building Characteristic Report lists and provides detailed information about each building on an institution's campus. The Room Characteristic Report lists every room in each building and provides information about its size and capacity. Each room is also coded to reflect its use and the institutional programs which it supports.

The institutions maintain their own inventory on the online facilities inventory system. Each fall the institutions are given a deadline whereby they must have their inventory up to date. RIS extracts the inventory file as of the deadline date. That information is merged with live facility use data and then becomes the file used for utilization purposes.

Space utilization data are based on the fall term courses and student data entered in the Colleague student system by each institution. For each course, the institution provides information indicating when and where the class meets and the number of students enrolled. The Colleague student system data is extracted and run against the updated facilities inventory to generate the Instructional Space Utilization Report. This report indicates how effectively an institution uses its facilities and measures its needs for classroom and laboratory space in relation to comparable institutions.

Both the facilities inventory updates and the utilization data from each school are reviewed by a Board of Regents staff member and the institutions. After each report is run, the institutions are provided with their report so the data can be verified. Extensive computer edits are also used as a means of ensuring accuracy and consistency. When problems are discovered, the institutions are contacted for additional information or corrections. The data integrity and accuracy is ultimately the responsibility of the universities.

Limitations and Special Situations

This study contains reliable and useful information concerning the facilities of universities in South Dakota and their utilization for instructional purposes. It is important, however, to note two limitations in the data provided.

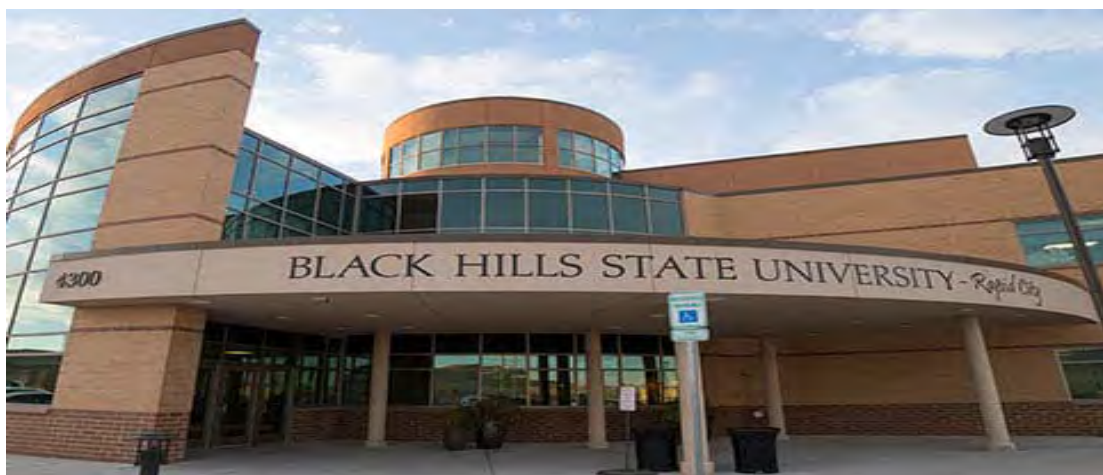
Although campus facilities would generally be viewed as including such assets as parking lots, tennis courts, and radio towers, this study is limited to data relating to buildings. For purposes of the study, a building is defined as any roofed structure.

The data elements collected, formats maintained, and statistics generated by the South Dakota Board of Regents adhere very strongly to nationally developed standards and procedures for facilities inventory and utilization surveying. The standard procedures occasionally will not allow state or individual campus idiosyncrasies to be treated as uniquely as some users would like. For example, classes held in telecommunications studios are not included in classroom utilization data as the rooms are considered special use facilities and not regular classrooms.

It should be noted that the Agricultural Experiment Station farm facilities and research facilities have been excluded from the analysis. Agricultural Experiment related courses are included in the study.

Analysis of the University Centers in Sioux Falls and Rapid City will be limited to Sections 2 & 3. Since they do not have the makeup of a traditional college campus, Section 1 would not give a comparable picture.

Black Hills State University – Rapid City





Beacom School of Business at the University of South Dakota

Section 1: Overall Space Analysis

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Assignable Area by Use Codes

A system of codes has been developed which includes virtually all types of rooms, in terms of specific use, which can be found at a college or university. The Room Use Code definitions are summarized in the Appendix.

The table below provides the assignable square feet distribution by room use codes. The included space is located only on the main campus sites. Off-site and leased space is excluded. Agricultural Experiment Station farm and research facilities are also excluded.

The table breaks down the space (in square feet) into the eleven major room use code divisions.

Fall 2018	BHSU	DSU	NSU	SDSM&T	SDSU	USD
Non-Assignable	203,061	136,174	209,064	194,126	995,620	615,094
Unclassified	0	0	355	15,023	4,100	35,122
Classroom	55,010	27,974	62,265	44,706	109,436	99,583
Laboratory	43,814	27,194	24,979	113,969	378,163	206,611
Office	92,753	55,203	81,417	105,512	360,865	278,353
Study	34,776	20,807	11,037	43,848	119,319	91,660
Special-Use	109,681	42,414	131,909	64,024	483,119	322,286
General-Use	53,460	63,820	67,514	63,831	324,762	188,935
Support	24,749	18,547	42,439	23,769	210,259	58,525
Health Care	1,537	152	329	318	23,232	3,280
Residential	128,923	83,343	116,242	67,857	514,768	348,175
Total Sq. Ft.	747,764	475,628	747,550	736,983	3,523,643	2,247,624
Fall 2017	702,107	399,242	748,616	689,657	3,504,590	2,224,162
Lab Breakdown						
Instruction	35,383	27,194	22,636	66,729	186,700	124,646
Research	8,431	0	2,343	47,240	191,463	81,965
Total Sq. Ft.	43,814	27,194	24,979	113,969	378,163	206,611
Fall 2017	46,268	20,840	24,979	115,670	370,585	208,507

Percent Distribution of Assignable Area by Room Use

This table provides percentage distributions among the ten major room use code divisions using the information from the previous page. The non-assignable division, which includes custodial, circulation, mechanical, and restroom facilities, has been excluded as the space is dedicated service area unavailable for alternative purposes.

The data from the 1974 HEGIS Facility survey, conducted by the National Center for Education Statistics, serve as the basis for the norms. While this study is dated, there have been no updates or more comprehensive studies completed.

Fall 2018	BHSU	DSU	NSU	SDSM&T	SDSU	USD	HEGIS Norm
Unclassified	0.00%	0.00%	0.07%	2.77%	0.16%	2.15%	2.20%
Classroom	10.10%	8.24%	11.56%	8.24%	4.33%	6.10%	8.00%
Laboratory	8.04%	8.01%	4.64%	20.99%	14.96%	12.66%	14.50%
Office	17.03%	16.26%	15.12%	19.44%	14.27%	17.05%	13.00%
Study	6.38%	6.13%	2.05%	8.08%	4.72%	5.61%	6.80%
Special-Use	20.14%	12.49%	24.50%	11.79%	19.11%	19.74%	8.90%
General-Use	9.81%	18.80%	12.54%	11.76%	12.85%	11.57%	12.00%
Support	4.54%	5.46%	7.88%	4.38%	8.32%	3.58%	6.50%
Health Care	0.28%	0.04%	0.06%	0.06%	0.92%	0.20%	1.40%
Residential	23.67%	24.55%	21.59%	12.50%	20.36%	21.33%	26.70%

Lab Detail							
Instruction	6.50%	8.01%	4.20%	12.29%	7.39%	7.64%	
Research	1.55%	0.00%	0.44%	8.70%	7.57%	5.02%	

Net-Assignable Square Feet per FTE Student

Another way to look at the total space available to an institution is to look at it based on the equivalent number of students being served. This approach has limitations since it does not take into account the level or complexity of the institution. It can, however, be very useful when peer institutions have been identified for comparison purposes.

FTE Enrollment

Full-time equivalent (FTE) enrollment was computed using the total credit hours generated by all on-campus courses and dividing the undergraduate hours by 15, the graduate level hours by 12, and medical school hours by 19, to determine full-time enrollment at a given level. The FTE totals for each campus represent the on-campus FTE's.

The table provides the assignable square feet (ASF) per student FTE. It needs to be emphasized that the table provides information based on the room use codes assigned by the campuses. Perceived excesses or shortages in one area could be due to the way the space has been assigned and may not mean that there is an overall excess or shortage of space.

Please note that residential facilities are not included below. Using total campus FTE per residential square footage doesn't give an accurate picture. The residential utilization is shown on page 10.

Assignable Sq. Ft. Per Student FTE

Fall 2018 FTE*	BHSU	DSU	NSU	SDSM&T	SDSU	USD	System
Fall 2018 FTE*	1,494	1,067	1,221	2,131	7,756	5,179	18,848
Non-Assignable	135.9	131.6	162.4	84.2	123.1	119.6	120.8
Unclassified	0.0	0.0	0.3	6.5	0.5	6.8	2.8
Classroom	33.8	27.0	48.4	19.4	13.5	19.4	20.5
Office	57.0	53.3	63.3	45.8	44.6	54.1	50.0
Study	21.4	20.1	8.6	19.0	14.7	17.8	16.5
Special-Use	67.5	41.0	102.5	27.8	59.7	62.7	59.2
General-Use	32.9	61.7	52.5	27.7	40.1	36.7	39.1
Support	15.2	17.9	33.0	10.3	26.0	11.4	19.4
Health Care	0.9	0.1	0.3	0.1	2.9	0.6	1.5
Total	364.7	352.7	471.1	240.8	325.2	329.2	329.7

Lab Breakdown

Lab - Instruction	21.8	26.3	17.6	28.9	23.1	24.2	23.8
Lab - Research	5.2	0.0	1.8	20.5	23.7	15.9	17.0
Lab Total	26.9	26.3	19.4	49.4	46.7	40.2	40.8
Total	391.6	379.0	490.5	290.3	371.9	369.3	370.5
Fall 2017	371.9	319.2	494.7	269.8	368.5	365.0	361.6
Net Change	19.7	59.8	-4.2	20.5	3.4	4.3	8.9

* These are on campus FTE's only

Square Feet of Academic Facilities per Student

The ratio of an institution's square footage of academic facilities to its full-time equivalent enrollment represents an important index of the instructional utilization of campus facilities.

Academic Facilities

Academic facilities refers to an institution's total assignable area less the square footage of all rooms bearing program codes for Museums and Galleries, Social and Cultural Development, Public Relations/Development, Auxiliary Enterprises, Independent Operations, and Operations.

In addition, space with the following specific codes is also excluded from academic facilities: Non-Assignable Facilities, Unclassified Facilities, Athletic Facilities Spectator Seating, Food Facilities, Food Facilities Service, Merchandising Facilities, Merchandising Facilities Service, all Medical Care, and all Residential Facilities.

Square Feet of Academic Facilities Per FTE Student =			Square Feet of Academic Facilities			
			FTE Enrollment			
	BHSU	DSU	NSU	SDSM&T	SDSU	USD
<u>Assignable Area</u>						
Fall 2017	379,709	180,025	377,871	417,101	1,799,948	1,127,461
Fall 2018	379,768	210,122	385,038	416,291	1,806,645	1,096,264
<u>FTE Enrollment</u>						
Fall 2017	1,568	1,089	1,231	2,233	8,035	5,084
Fall 2018	1,494	1,067	1,221	2,131	7,756	5,179
<u>Square Feet Per FTE</u>						
Fall 2017	242.16	165.31	306.96	186.79	224.01	221.77
Fall 2018	254.20	196.93	315.35	195.35	232.94	211.67

Residence Hall Utilization

The Table on page 8 considered net-assignable square feet per FTE by dividing assigned space by the FTE total. Although a residence hall is assigned space and the same formula is often used to calculate the net-assignable square feet per FTE, this calculation is not indicative of how residence hall space is utilized. FTE totals and utilization rates of residence halls are independent variables. A range of circumstances, such as location, type of institution, and others, more accurately dictate the need for residence hall space. For our purposes, we choose to track how well our current facilities are utilized, which may give some input on the need for additional facilities.

The table below indicates residence hall facility utilization.

Campus Housing Utilization					
Institution	Designed Capacity*	Current Occupancy	Fall 2018 Percent Occupied of Designed Capacity	Fall 2017 Percent Occupied of Designed Capacity	Fall 2016 Percent Occupied of Designed Capacity
BHSU	766	672	87.73%	93.57%	87.56%
DSU	764	745	97.51%	94.23%	101.53%
NSU	853	647	75.85%	71.66%	73.37%
SDSM&T	1078	970	89.98%	92.21%	88.23%
SDSU	4,431	4,040	91.18%	92.53%	95.27%
USD	2,224	2,230	100.27%	96.72%	94.65%
Total	10,116	9,304	91.97%	91.76%	92.36%

*Designed Capacity is defined as current structural designed capacity and permanent changes including changing rooms to alternate uses and offering doubles as singles.



Chemical and Biological Engineering and Chemistry Building at SD School of Mines and Technology

Section 2: Classroom Utilization

Average Weekly Room Hours of Instruction12

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Percent Student Station Utilization16

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Average Class Size20

Average Weekly Room Hours of Instruction in Classrooms

The average weekly room hours of instruction is calculated by dividing the total room hours of instruction by the total number of classrooms. In more general terms, it is the average number of hours that an institution's classrooms are used for instructional purposes each week.

The total room hours of instruction is the number of hours each week that each classroom is used for regularly scheduled classes. Thus, a classroom which is used Mondays, Wednesdays, and Fridays from 9:00 a.m. until 10:00 a.m. and on Tuesdays and Thursdays from 8:30 a.m. until 10:45 a.m. would generate 5.5 room hours (1 hour/day x 3 days/week + 1.25 hour/day x 2 days/week).

$$\text{Average Weekly Room Hours of Instruction} = \frac{\text{Total Room Hours of Instruction}}{\text{Total Number of Rooms}}$$

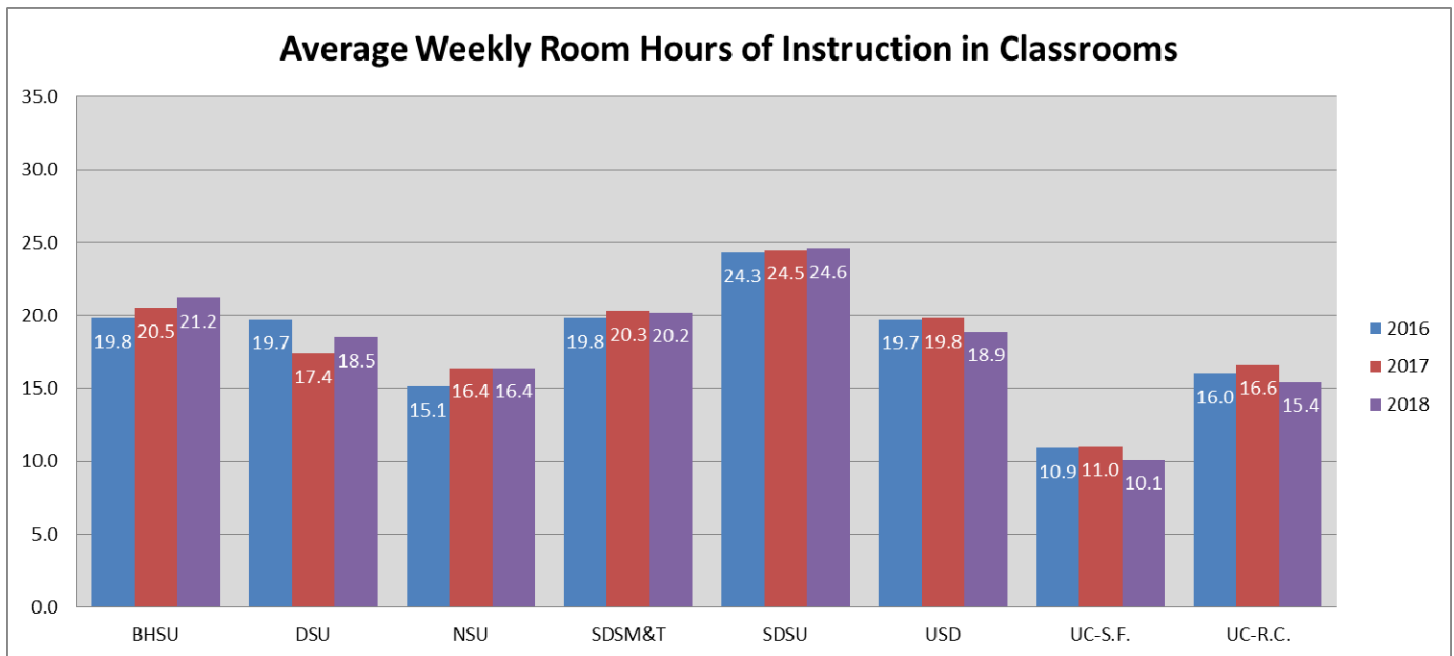
The column "Percentage of Available Hours Used" assumes that every classroom is available for use 40 hours per week. This percentage is calculated by taking the total room hours and dividing it by the product of the number of classrooms multiplied by 40.

Classrooms

For purposes of this study, a classroom is defined as a room used to conduct class that doesn't require special-purpose equipment for student use. Thus, a classroom is, by definition, a general use facility which could be used for teaching the lecture portion of any course. If a room is used for regularly scheduled classes but has special equipment which ties it to a particular subject matter, the room is a class laboratory and its use would not be taken into account in this calculation.

The average weekly room hours of classroom instruction can serve as an indicator of the adequacy of the number of classrooms at an institution. An average of 35 hours of classroom instruction per week is the goal sought after. All of the South Dakota institutions fall well below the 35 hours of use per week, indicating ample classroom availability.

Average Weekly Room Hours of Instruction in Classrooms					
Institution	Total Room Hours	Total Classrooms	Avg. Weekly Room Hours	Percentage of Available Hours Used	Variance from Hourly Goal (35)
BHSU	700.8	33	21.2	53.0%	13.8
DSU	573.3	31	18.5	46.3%	16.5
NSU	738.8	45	16.4	41.0%	18.6
SDSM&T	1,009.5	50	20.2	50.5%	14.8
SDSU	2,437.0	99	24.6	61.5%	10.4
USD	1,832.5	97	18.9	47.3%	16.1
UC-S.F.	314.0	31	10.1	25.3%	24.9
UC-R.C.	339.3	22	15.4	38.5%	19.6



Average Weekly Use of Student Stations in Classrooms

Average weekly use of student stations in classrooms is calculated by dividing the total number of student clock hours generated in classrooms by the total number of student stations in classrooms. More generally, it can be thought of as the average number of hours each week that each classroom student station is used.

$$\text{Average Weekly Use of Student Stations} = \frac{\text{Total Student Contact Hours}}{\text{Total Student Stations}}$$

The average weekly use of student stations can serve as an indicator of the adequacy of the number of student stations in classrooms. If overall room use is low, it will impact the average weekly use of student stations.

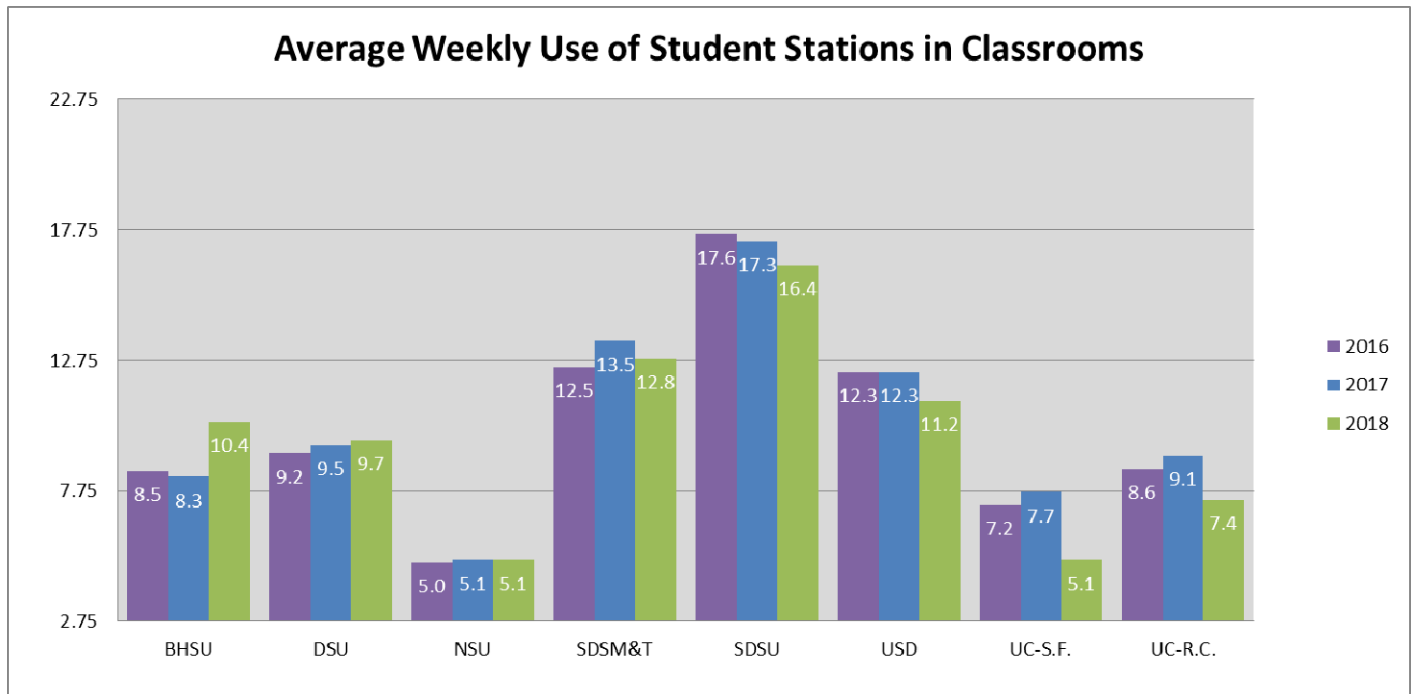
Student Contact Hours

A student contact hour (SCH) equals an hour of time a student spends in a class or laboratory in a typical week of a semester. Student contact hours are computed by multiplying for each course the number of hours that the course meets each week by the number of students enrolled. (To compute the number of hours that the course meets each week, the class length is rounded to the nearest quarter of an hour and multiplied by the number of times the class meets weekly.)

Classrooms

A goal which has been frequently cited is 22.75 hours per week. This figure is based on the assumption that the average weekly use of classrooms is 35 hours and that there is 65% utilization of student stations when classrooms are in use. South Dakota colleges and universities fall below this level. Scheduling classes has a big influence on the average weekly use of student stations; since there are a finite number of classrooms and class sizes vary from semester to semester, scheduling classes to get the maximum number of stations filled during the student preferred hours is a major challenge.

Average Weekly Use of Student Stations in Classrooms				
Institution	Contact Hours	Student Stations	Avg. Hours Weekly Use	Variance from Hourly Goal (22.75)
BHSU	15,792.5	1,523.0	10.4	12.4
DSU	11,132.0	1,150.0	9.7	13.1
NSU	15,350.0	2,983.0	5.1	17.7
SDSM&T	29,362.0	2,293.0	12.8	10.0
SDSU	88,901.8	5,425.0	16.4	6.4
USD	53,548.0	4,792.0	11.2	11.6
UC-S.F.	5,696.3	1,127.0	5.1	17.7
UC-R.C.	6,293.3	851.0	7.4	15.4



Percent Student Station Utilization in Classrooms

Percent student station utilization indicates the average percentage of student stations that are occupied when classroom are in use. It is calculated by dividing the student clock hours generated in classrooms by the potential student clock hours for classrooms or class labs and multiplying by 100 to convert to a percentage. Potential student clock hours are computed on a room-by-room basis by multiplying the number of student stations in each room by the room hours of instruction generated by the room. It indicates the number of student clock hours which would be generated if every room were filled to capacity (i.e., if the number of students equaled the number of stations) each time a course met in the room.

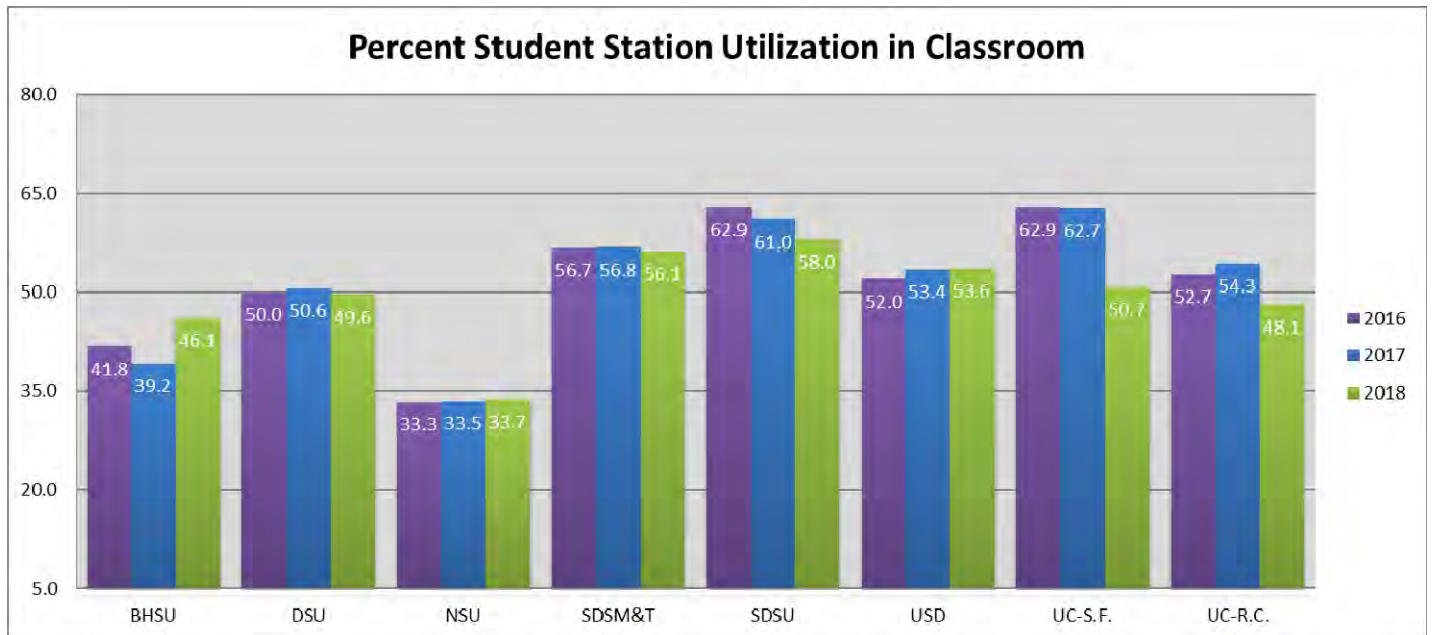
It needs to be emphasized that the percent student station utilization assesses the utilization of rooms only when they are in use. This figure is therefore a helpful indicator of how close to capacity an institution's courses are to the rooms in which they are scheduled. It does not, however, indicate the overall efficiency of utilization since it does not take into account how frequently a room is used.

$$\text{Percent Student Station Utilization} = \frac{\text{Student Contact Hours}}{\text{Potential Student Contact Hours}}$$

Classrooms

A frequently cited goal for percent student station utilization is 65% for classrooms.

Percent Student Station Utilization in Classrooms				
Institution	Total Student Contact Hours	Potential Student Contact Hours	% Student Station Utilized	Variance from Percentage Goal (65.0)
BHSU	15,792.5	34,240.0	46.1	18.9
DSU	11,132.0	22,443.5	49.6	15.4
NSU	15,350.0	45,481.5	33.7	31.3
SDSM&T	29,362.0	52,356.8	56.1	8.9
SDSU	88,901.8	153,248.0	58.0	7.0
USD	53,548.0	99,855.3	53.6	11.4
UC-S.F.	5,696.3	11,234.3	50.7	14.3
UC-R.C.	6,293.3	13,080.8	48.1	16.9



Assignable Square Feet per Student Station in Classrooms

The number of students that a classroom can accommodate is an important factor in determining how efficiently classroom space is used. This can be measured in terms of assignable square feet (ASF) per student station and the average number of stations per classroom. The assignable square feet per student station in a classroom is largely determined by the number and type of stations in the room. Generally, rooms with relatively large numbers of stations require less space per station. As for types of stations, tables and chairs require more space per station than standard student desks, which require more space than theater seating.

$$\text{Assignable Sq. Ft. Per Student Station} = \frac{\text{Total Assignable Square Feet}}{\text{Total Student Stations}}$$

Classrooms

The Higher Education Facilities Planning and Management Manuals list norms which are based on the number stations per room and type of station:

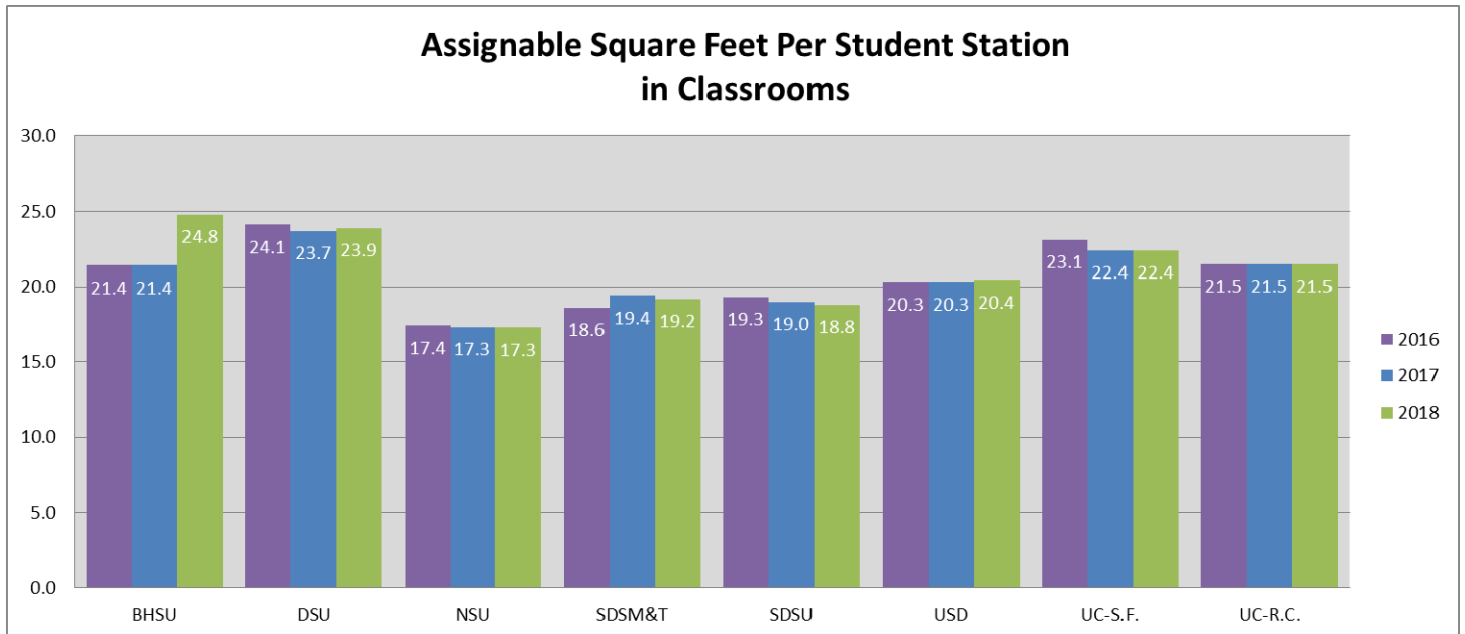
Assignable Square Feet per Station Criteria

Number of Stations	ASF for Tables and Chairs	ASF for Armchair Desks Small	ASF for Armchair Desks Large
10 - 19	20 - 30	18	22
20 - 29	20 - 30	16	20
30 - 39	20 - 25	15	18
40 - 59	18 - 22	14	16
60 - 99	18 - 22	13	15
100 - 149	16 - 20	11	14
150 - 299	16 - 20	10	14
300 +	16 - 18	9	12

The average number of stations per classroom tends to vary according to the size and instructional philosophy of the institution. Graduate institutions and institutions which rely heavily on large lecture courses will generally have a higher number of lecture halls which will lower the average ASF per station. Campuses should try to be in the

range of 16 to 19 ASF with the smaller campuses trending to the top of the range and larger campuses towards the bottom.

Assignable Square Feet Per Student Station in Classrooms			
Institution	Total Class Area	Total Student Stations	ASF Per SS
BHSU	37,752	1,523	24.8
DSU	27,440	1,150	23.9
NSU	51,574	2,983	17.3
SDSM&T	44,013	2,293	19.2
SDSU	101,949	5,425	18.8
USD	97,963	4,792	20.4
UC-S.F.	25,222	1,127	22.4
UC-R.C.	18,276	851	21.5



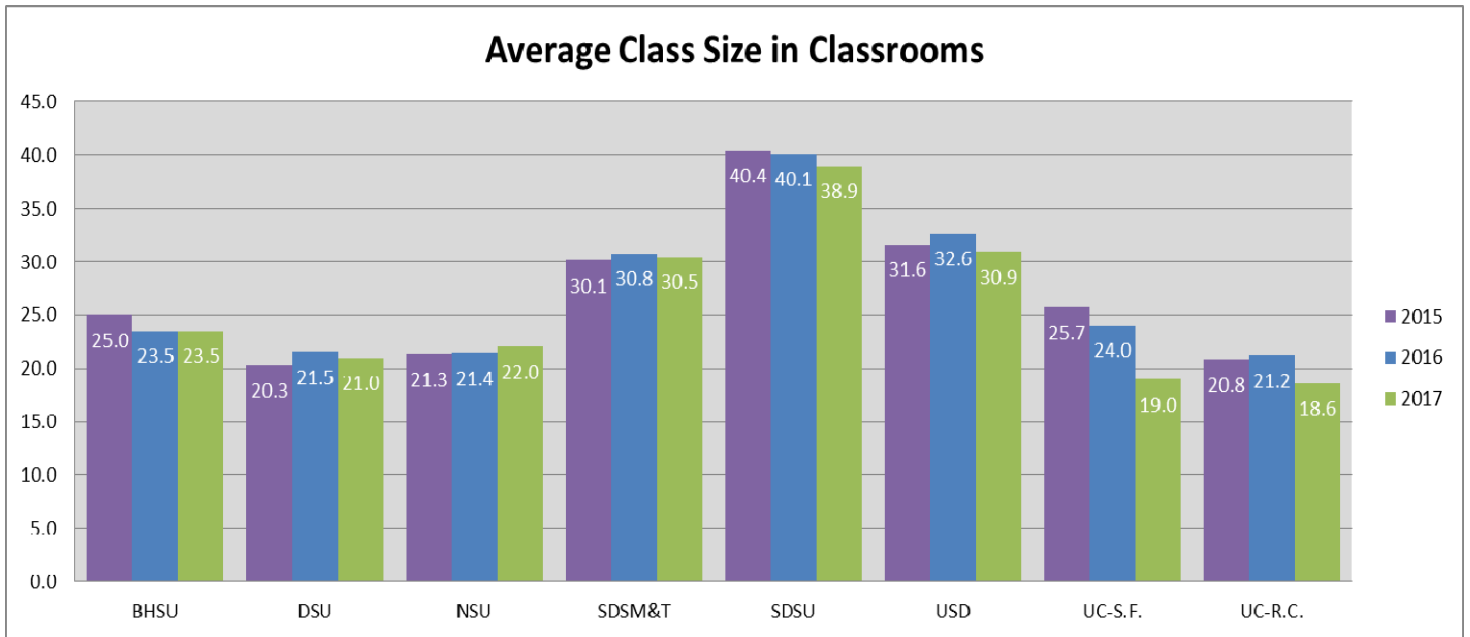
Average Class Size in Classrooms

The average class size in classrooms is usually reflective of the size and degree complexity of an institution. One might assume that a graduate level institution might have smaller class sizes. In reality, what is most often found is that the larger institutions, which are more often graduate level institutions, rely on larger lecture classes and also have a greater potential to schedule large classes because they have more students and larger facilities.

This table can be used with other classroom utilization tables to help identify possible reasons for low or high classroom utilization. If an institution has small classrooms, scheduling small classes is not a choice and will not lower utilization performance; however, scheduling small classes in large classrooms will negatively affect utilization.

$$\text{Average Class Size} = \frac{\text{Accumulated Students for All Periods}}{\text{Accumulated Class Periods}}$$

Average Class Size in Classrooms			
Institution	Accumulated Students	Accumulated Class Periods	Average Class Size
BHSU	14,066.3	598	23.5
DSU	10,206.0	487	21.0
NSU	13,574.0	616	22.0
SDSM&T	27,287.0	895	30.5
SDSU	79,001.5	2,029	38.9
USD	47,961.0	1,551	30.9
UC-S.F.	3,511.0	185	19.0
UC-R.C.	2,457.0	132	18.6





Avera Health Science Center at South Dakota State University

Section 2: Class Laboratory Utilization

Average Weekly Room Hours of Instruction23

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Percent Student Station Utilization27

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Average Class Size31

Average Weekly Room Hours of Instruction in Class Labs

The average weekly room hours of instruction is calculated by dividing the total room hours of instruction by the total number of class labs. In more general terms, it is the average number of hours that an institution's class labs are used for instructional purposes each week.

The total room hours of instruction is the number of hours each week that each class lab is used for regularly scheduled classes. Thus, a class lab which is used Mondays, Wednesdays, and Fridays from 9:00 a.m. until 10:00 a.m. and on Tuesdays and Thursdays from 8:30 a.m. until 10:45 a.m. would generate 5.5 room hours (1 hour/day x 3 days/week + 1.25 hour/day x 2 days/week).

$$\text{Average Weekly Room Hours of Instruction} = \frac{\text{Total Room Hours of Instruction}}{\text{Total Number of Rooms}}$$

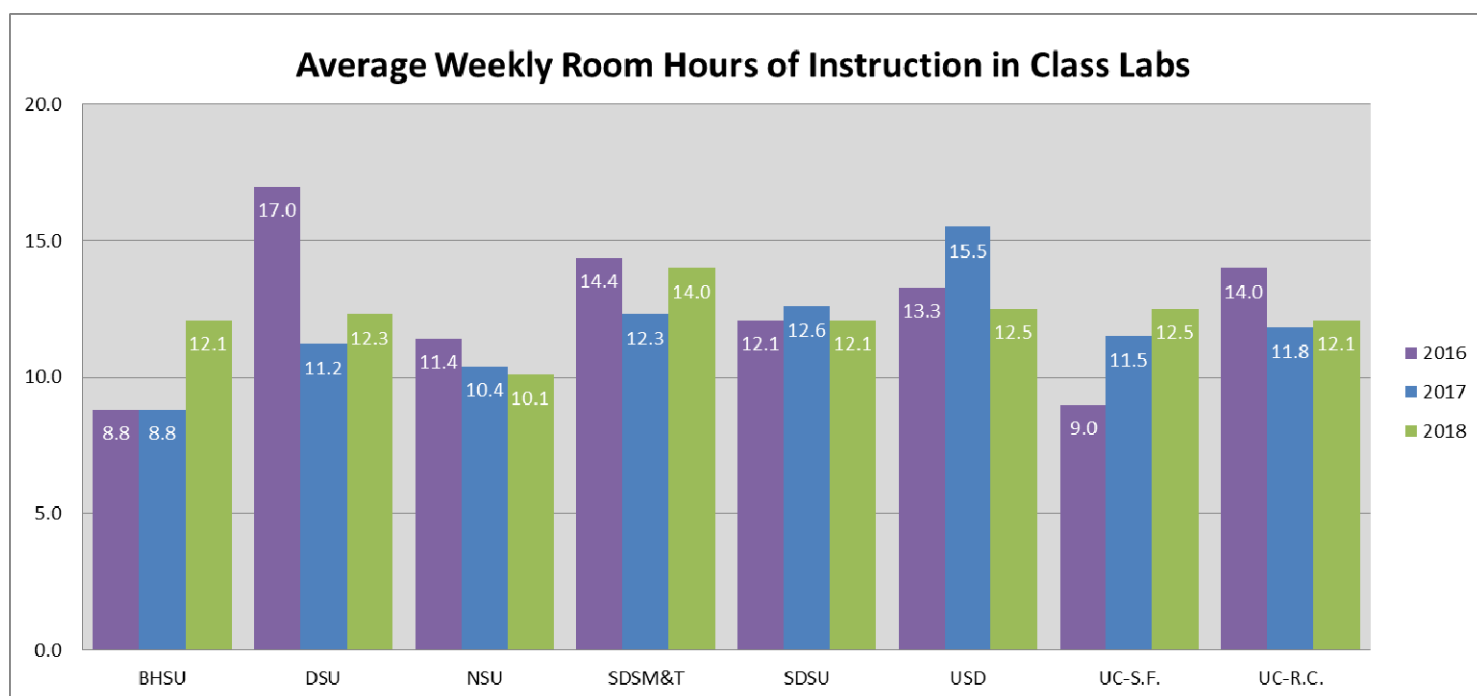
The column "Percentage of Available Hours Used" assumes that every class lab is available for use 40 hours per week. This percentage is calculated by taking the total room hours and dividing it by the product of the number of classrooms multiplied by 40.

Class Laboratories

For purposes of this study, a class laboratory is defined as a room used primarily for regularly scheduled classes that require special-purpose equipment for student participation, experimentation, observation, or practice in a field of study. This definition excludes room use for regularly scheduled classes (i.e., classrooms) which have no special-purpose equipment and also excludes rooms with special-purpose equipment which are not used for regularly scheduled classes (i.e., other kinds of laboratories).

Because each class laboratory is designed for use in a particular field of study, most of them are not used as frequently as classrooms. A commonly cited goal for the average use of class laboratories is 20 hours per week.

Average Weekly Room Hours of Instruction in Class Laboratories					
Institution	Total Room Hours	Total Class Laboratories	Avg. Weekly Room Hours	Percentage of Available Hours Used	Variance from Hourly Goal (20)
BHSU	278.8	23	12.1	30.3%	7.9
DSU	257.5	21	12.3	30.8%	7.7
NSU	131.0	13	10.1	25.3%	9.9
SDSM&T	210.0	15	14.0	35.0%	6.0
SDSU	1,613.8	133	12.1	30.3%	7.9
USD	611.3	49	12.5	31.3%	7.5
UC-S.F.	99.8	8	12.5	31.3%	7.5
UC-R.C.	48.5	4	12.1	30.3%	7.9



Note: In the fall of 2016, SDSMT brought the newly remodeled chemistry building back online.

Average Weekly Use of Student Stations in Class Labs

Average weekly use of student stations in class laboratories is calculated by dividing the total number of student clock hours generated in class laboratories by the total number of student stations in class laboratories. More generally, it can be thought of as the average number of hours each week that each class laboratory student station is used.

$$\text{Average Weekly Use of Student Stations} = \frac{\text{Total Student Contact Hours}}{\text{Total Student Stations}}$$

The average weekly use of student stations can serve as an indicator of the adequacy of the number of student stations in class laboratories.

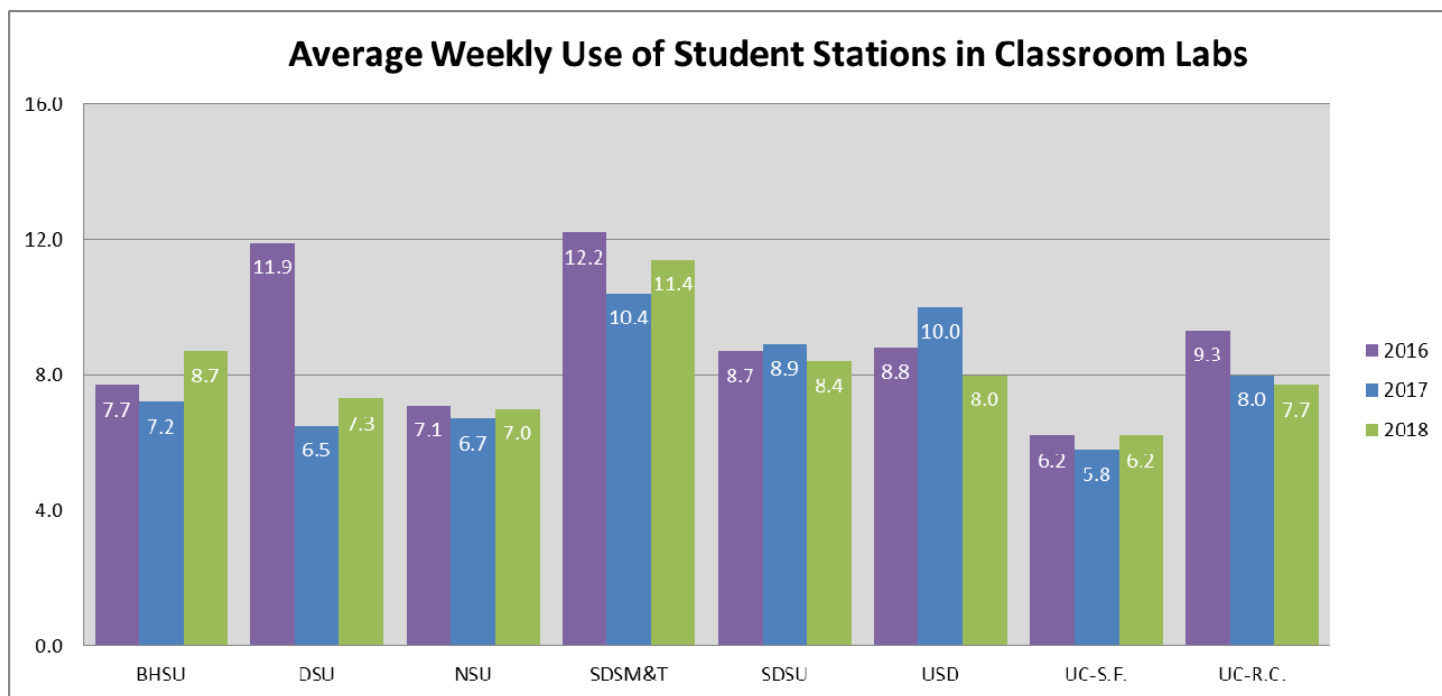
Student Contact Hours

A student contact hour (SCH) equals an hour of time a student spends in a class or laboratory in a typical week of a semester. Student contact hours are computed by multiplying for each course the number of hours that the course meets each week by the number of students enrolled. (To compute the number of hours that the course meets each week, the class length is rounded to the nearest quarter of an hour and multiplied by the number of times the class meets weekly.)

Class Laboratories

A goal which has been frequently cited is 16 hours per week. This figure is based on the assumption that the average weekly use of class laboratories is 20 hours and that there is 80% utilization of student stations when class laboratories are in use. All South Dakota universities fall below this goal. This fact suggests a surplus of class laboratory student stations but gives no indication whether this surplus exists for all types of class laboratories or is limited to the laboratories of certain academic disciplines.

Average Weekly Use of Student Stations in Classroom Laboratories				
Institution	Contact Hours	Student Stations	Avg. Hours Weekly Use	Variance from Hourly Goal (16.0)
BHSU	4,855.3	561	8.7	7.3
DSU	4,540.3	623	7.3	8.7
NSU	2,269.5	324	7.0	9.0
SDSM&T	4,154.5	364	11.4	4.6
SDSU	32,608.5	3,890	8.4	7.6
USD	11,650.3	1,453	8.0	8.0
UC-S.F.	1,192.8	193	6.2	9.8
UC-R.C.	842.5	110	7.7	8.3



Note: In the fall of 2016, SDSMT brought the newly remodeled chemistry building back online.

Percent Student Station Utilization

Percent student station utilization indicates the average percentage of student stations that are occupied when class laboratories are in use. It is calculated by dividing the student clock hours generated in class labs by the potential student clock hours for class labs and multiplying by 100 to convert to a percentage. Potential student clock hours are computed on a room-by-room basis by multiplying the number of student stations in each room by the room hours of instruction generated by the room. It indicates the number of student clock hours which would be generated if every room were filled to capacity (i.e., if the number of students equaled the number of stations) each time a course met in the room.

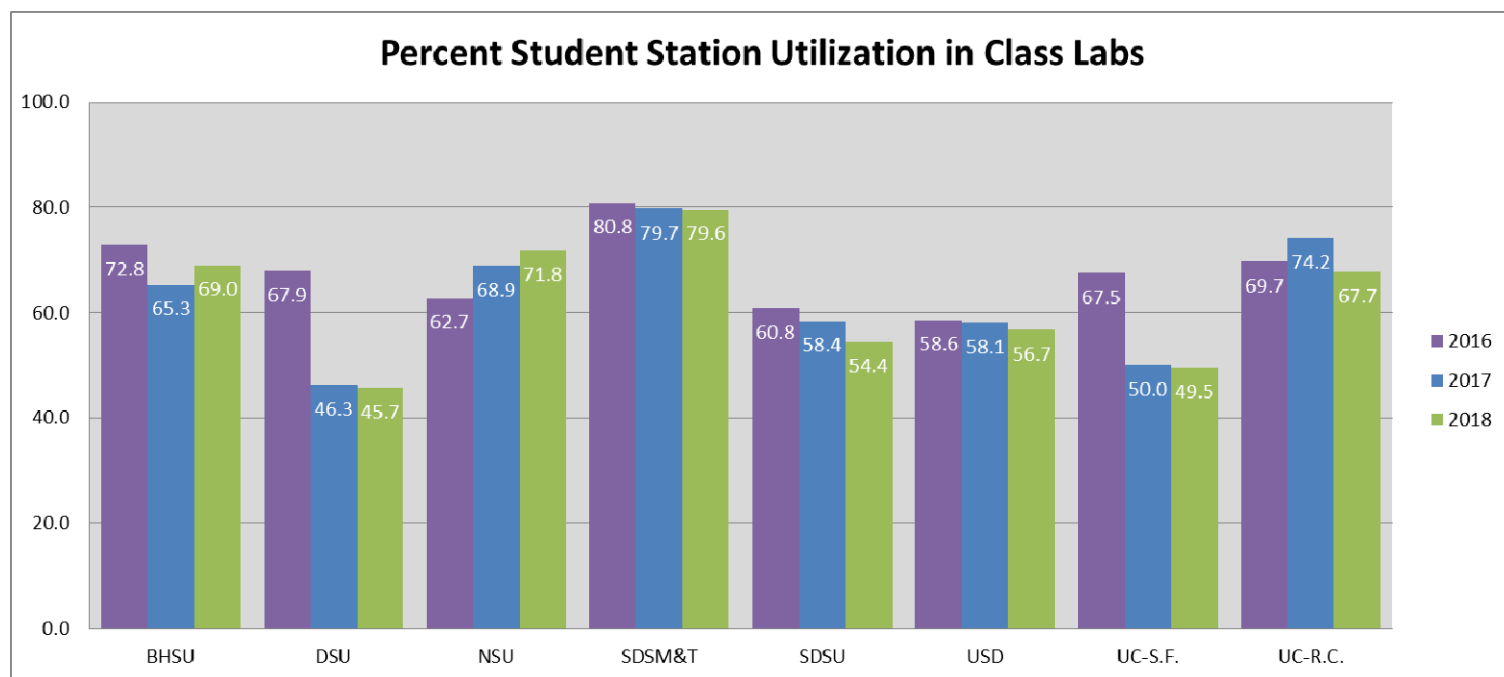
It needs to be emphasized that the percent student station utilization assesses the utilization of rooms only when they are in use. This figure is therefore a helpful indicator of how close to capacity an institution's courses are to the rooms in which they are scheduled. It does not, however, indicate the overall efficiency of utilization since it does not take into account how frequently a room is used.

$$\text{Percent Student Station Utilization} = \frac{\text{Student Contact Hours}}{\text{Potential Student Contact Hours}}$$

Class Laboratories

A frequently cited goal for percent student station utilization is 80% for class laboratories. The higher percentage for class labs versus classrooms reflects the assumption that these rooms, although used less frequently than classrooms because of their specialized equipment, are usually closer to being filled to capacity when they are in use.

Percent Student Station Utilization in Classroom Laboratories				
Institution	Total Student Contact Hours	Potential Student Contact Hours	% Student Station Utilized	Variance from Percentage Goal (80.0)
BHSU	4,855.3	7,031.5	69.0	11.0
DSU	4,540.3	9,933.5	45.7	34.3
NSU	2,269.5	3,162.0	71.8	8.2
SDSM&T	4,154.5	5,216.0	79.6	0.4
SDSU	32,608.5	59,939.5	54.4	25.6
USD	11,650.3	20,546.0	56.7	23.3
UC-S.F.	1,192.8	2,410.5	49.5	30.5
UC-R.C.	842.5	1,244.0	67.7	12.3



Note: In the fall of 2016, SDSMT brought the newly remodeled chemistry building back online.

Assignable Square Feet per Student Station

The number of students that a classroom can accommodate is an important factor in determining how efficiently classroom space is used. This can be measured in terms of assignable square feet per student station and the average number of stations per classroom. The assignable square feet per student station in a classroom is largely determined by the number and type of stations in the room. Generally, rooms with relatively large numbers of stations require less space per station. As for types of stations, tables and chairs require more space per station than standard student desks, which require more space than theater seating.

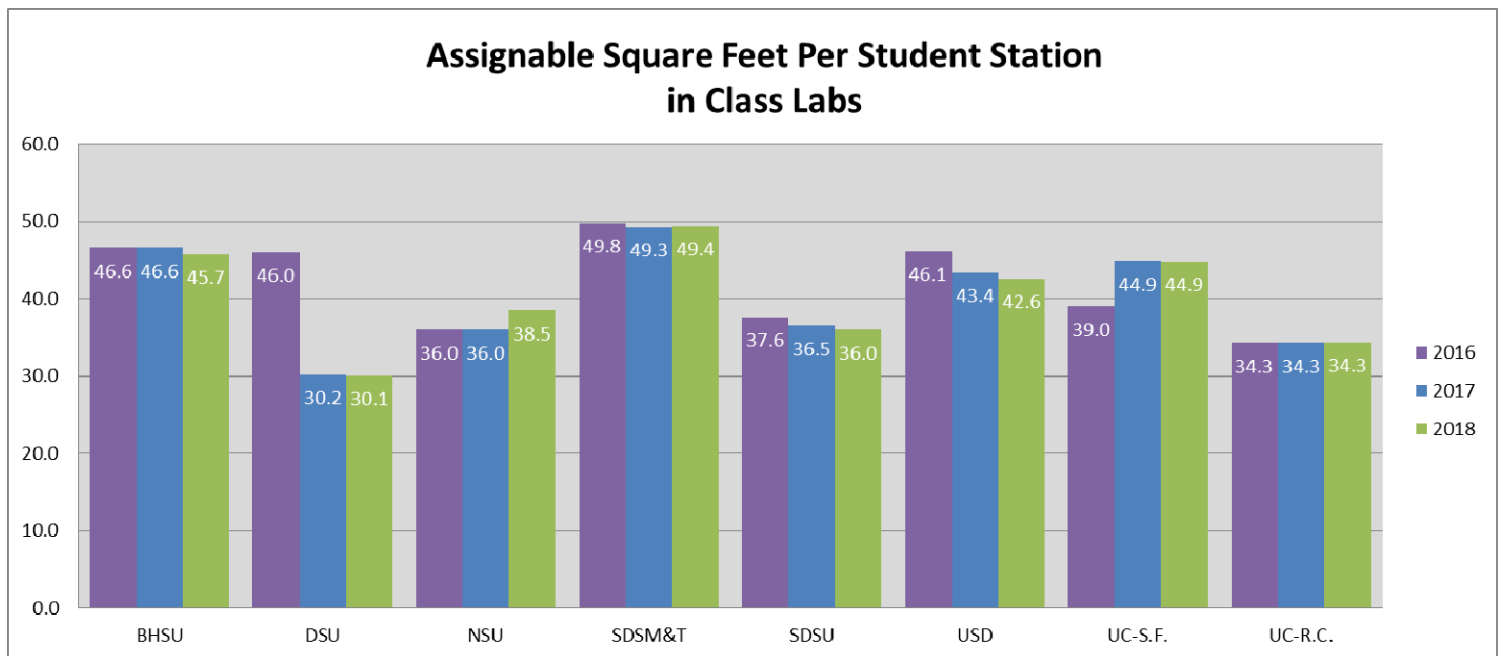
$$\text{Assignable Sq. Ft. per Student Station} = \frac{\text{Total Assignable Square Feet}}{\text{Total Student Stations}}$$

Class Laboratories

The square footage per student station (SS) in class laboratories varies to a greater extent than in classrooms because of the widely differing space requirements of the various kinds of laboratories. An automotive lab, for example, usually requires much more space per station than a chemistry lab. In general, institutions which offer academic programs in such areas as agriculture, engineering, or medicine require more class lab space per station than do institutions which focus on liberal arts, business, and education. Moreover, graduate level laboratories usually require more space per station than undergraduate labs. Based on ranges provided by the Higher Education Facilities Planning and Management Manuals, South Dakota laboratories could range from 30 ASF for a biology lab to 70 ASF for an engineering lab.

Given the various types of laboratories and the wide range of standards it is difficult to analyze class laboratories without giving some consideration to the level of the institution and the disciplines offered.

Assignable Square Feet Per Student Station in Class Labs			
Institution	Total Class Area	Total Student Stations	ASF Per SS
BHSU	25,664	561	45.7
DSU	18,738	623	30.1
NSU	12,463	324	38.5
SDSM&T	17,996	364	49.4
SDSU	139,980	3,890	36.0
USD	61,954	1,453	42.6
UC-S.F.	8,657	193	44.9
UC-R.C.	3,777	110	34.3



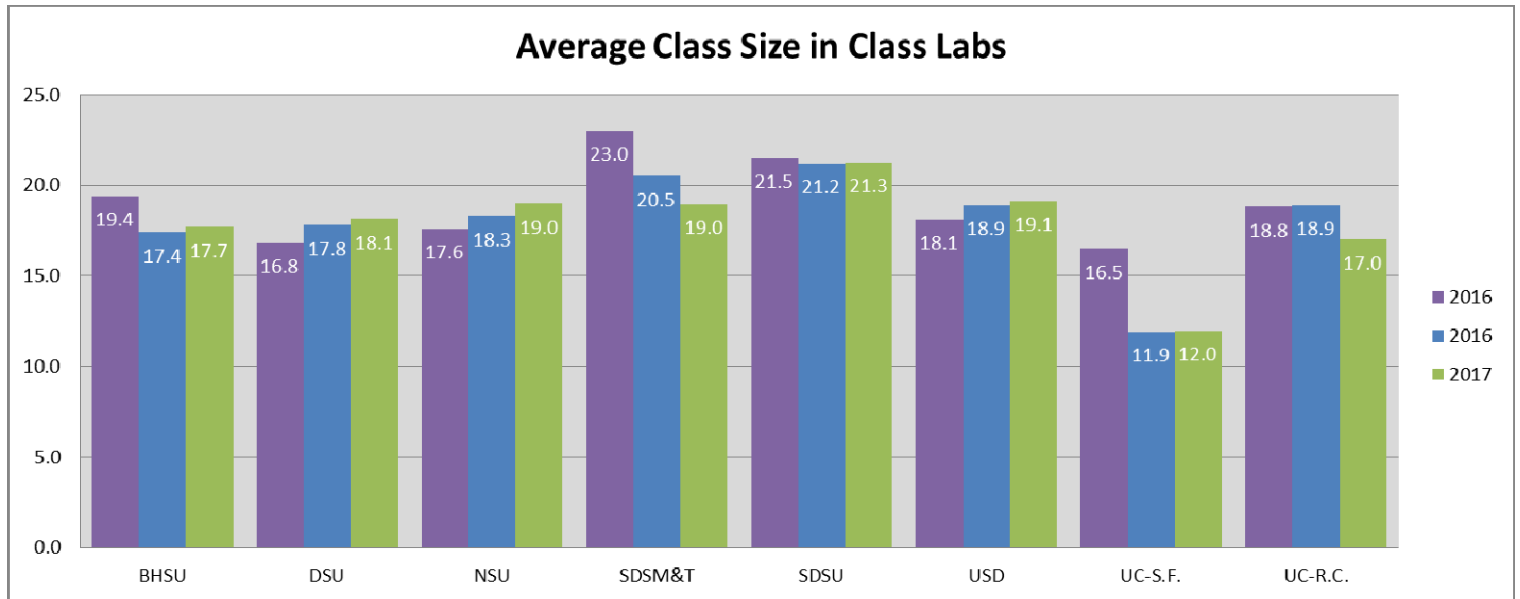
Average Class Size

The average class size in class labs is usually reflective of the size and degree complexity of an institution. One might assume that a graduate level institution might have smaller class sizes. In reality, what is most often found is that the larger institutions, which are more often graduate level institutions, rely on larger lecture classes and also have a greater potential to schedule large classes because they have more students and larger facilities.

This table can be used with other class lab utilization tables to help identify possible reasons for low or high class lab utilization. If an institution has small class labs, scheduling small classes is not a choice and will not lower utilization performance; however, scheduling small classes in large classrooms will negatively affect utilization.

$$\text{Average Class Size} = \frac{\text{Accumulated Students for All Periods}}{\text{Accumulated Class Periods}}$$

Average Class Size in Class Labs			
Institution	Accumulated Students	Accumulated Class Periods	Average Class Size
BHSU	3,325.5	188	17.7
DSU	2,920.0	161	18.1
NSU	1,309.0	69	19.0
SDSM&T	1,593.0	84	19.0
SDSU	16,581.7	780	21.3
USD	6,076.0	318	19.1
UC-S.F.	479.0	40	12.0
UC-R.C.	357.0	21	17.0





Johnson Fine Arts Center at Northern State University

Appendix

Room Use Code Definitions.....A-1

Room Use Code Definitions

Non-Assignable Facilities – The sum of all areas on all floors of a building not available for assignment to an occupant or for specific use, but necessary for the general operation of a building. Included should be space subdivisions of the three non-assignable space use categories – building service, circulation, and mechanical – that are used to support the building’s general operation.

Unclassified Facilities – Inactive, remodeling and unfinished are the three areas that make up this classification. These rooms are temporarily unavailable for assignment.

Classroom Facilities – Classroom facilities are potentially an institution wide resource. Even though these areas may fall under different levels of organizational control, the need for this type of space should be evaluated for the entire campus. The term “classroom” includes not only general purpose classrooms, but also lecture halls, recitations rooms, seminar rooms, and other room used primarily for scheduled non-laboratory instruction. Classroom facilities include any support rooms that serve the classroom activity. A classroom may contain various types of instructional aides or equipment which do not tie the room to instruction in a specific subject or discipline.

Laboratory Facilities – a laboratory is a facility characterized by special purpose equipment or a specific room configuration which ties instructional or research activities to a particular discipline or a closely related group of disciplines. These activities may be individual or group in nature, with or without supervision. Laboratories may be found in all fields of study including letters, humanities, natural sciences, social sciences, vocational and technical disciplines, etc. Laboratory facilities can be subdivided into three categories: class, open, and research laboratory. A class laboratory is used for scheduled instruction. An open laboratory supports instruction but is not formally scheduled. A research laboratory is used for research, experimentation, observation, research training, or structured creative activity which supports extension of a field of knowledge.

Office Facilities – Office facilities are individual, multi-person, or workstation space specifically assigned to academic, administrative, and service functions of a college or university. While some institutions may wish to classify all office space as Office, others may wish to differentiate through additional codes for academic administrative, staff, secretarial, clerical, or student assistant offices, etc.

Study Facilities – Study space is classifies into five categories: study room, stack, open-stack study room, processing room, and study service. Offices used for library activities are coded as office facilities. A study room may contain equipment or materials which aid the study or learning process and which do not restrict the room to a particular academic discipline or discipline group. Whereas a study room may appear in almost any type of building on campus, stacks, open-stack study rooms, and processing rooms are typically located in, but not limited to, central, branch, or departmental libraries.

Special-Use Facilities – This category includes several room use types that are sufficiently specialized in their primary activity, function, or design to merit a unique room code. Areas and rooms for military training, athletic activity, media production, clinical activities, demonstration, agricultural field activities, and animal and plant shelters are included here. Although many of these special use facilities provide service to other areas, their special use, design, or configuration dictates that these areas not be coded as service rooms.

General-Use Facilities – General use facilities are characterized by a broader availability to faculty, students, staff, or the public than are special use facilities, which are limited to a small group or special population. Together, general use facilities comprise a campus' general service or functional support system for the institutional and participant community populations.

Supporting Facilities – Support facilities, which provide centralized space for various auxiliary support systems and services of a campus, help keep all institutional programs and activities operational. While not as directly accessible to institutional and community members as general use facilities, these areas provide a continuous, indirect support system to faculty, staff, students, and the public. Support facilities are centralized in that they typically serve an area ranging from an entire building or organizational unit to the entire campus. Included are centralized areas for computer-based data processing and telecommunications, shop services general storage and supply, vehicle storage, central services, and hazardous materials areas.

Health Care Facilities – This series provides room use classification for patient care rooms that are located in separately organized health care facilities: student infirmaries, teaching hospitals and clinics, and veterinary and medical schools.

Residential Facilities – Residential facilities include housing for students, faculty, staff and visitors to the institution. Hotel or motel and other guest facilities are included in this series if they are owned or controlled by the institution and used for purposes associated with defined institutional missions.



Northern State University
Facilities Space Utilization Outline
11-15-2019

Northern State University (NSU) is currently assessing facilities utilization based on several factors:

- The South Dakota Public University System Facility Utilization Report (Fall 2018) discussed at the October 3, 2019 Board of Regents meeting
- NSU University Space Analysis/Study (June 2019) performed by an external consulting firm
- Extensive renovation of the Johnson Fine Arts Center in 2016
- Construction of three new residence halls in the last five years
- Renovation of the Barnett Athletic Center, 2019-2020
- Construction of the new Jewett Regional Science Education Center, completed in Fall 2019
- Plans to grow student enrollment and programming

The completion of the Jewett Regional Science Education Center (Science Center) in Fall 2019 led to the relocation of the natural science programs (biology, chemistry, physics) from MeWaldt-Jensen (MJ) to the new Science Center. This has created newly vacated academic spaces in MJ. The University has made a strategic decision to create a new Student Success Center on campus, physically and programmatically co-locating student success functions from Academic Affairs (Dacotah and Spafford Halls) and Student Affairs (Student Center). The first floor of MJ and the connected Technology Center (TC) have been identified as “prime real estate” for a Student Success Center. TC is an attractive building with an essentially all-glass front and plentiful natural lighting. This stunning building holds a prominent position on campus, located at the head of the classic academic quadrangle. The prime location of the Student Success Center on the first floor of MJ-TC will communicate the priority of student success on NSU’s campus. The creation of the Student Success Center will involve the movement of several programmatic “dominoes” in at least three phases.

One of the most valuable elements of the 2019 consultant report was a “Delta Analysis.” Delta refers to the difference between existing and required space for different functions. The report indicated that NSU has an excess of instructional spaces, but a deficit of other specialized spaces such as study, special use, and support/service. The University’s

Provost Office is launching an analysis of all instructional spaces (classrooms and labs/studios) to include percent instructional utilization and a letter grade assigned by faculty members for teaching suitability. This will allow us to repurpose some low function instructional spaces for purposes such as student study, conference rooms, and a student entrepreneurship incubator.

NSU has a beautiful, well-maintained campus. Due to careful stewardship of buildings over the years, there are no major deferred maintenance buildings on campus. The university has utilized grant funds from the State Energy Program on more than one occasion. The most recent was for the Student Center in the summer of 2019 and the library in the fall of 2019. These funds allowed for the investment in LED lighting across campus, most recently in the Student Center and the Beulah Williams Library, resulting in lowered utility costs. In an effort to identify potential projects that would meet the state's performance contracting criteria, an energy audit was performed by Willdan in 2018. The report provided a list of potential projects and indicated that, while opportunities exist to save energy, the overall investment to save utility costs did not meet the performance contracting criteria. The report is a valuable resource used to identify potential M&R projects and future projects to be completed with grant funds received through the State Energy Plan.

Addressing the issues we identify in our data cannot happen overnight. However, by thoughtfully implementing many of the recommendations contained in the consultant's report, NSU will be able to reengineer existing spaces and create updated spaces that meet the needs of the campus community and support student success.

The December report to the Board of Regents will include specific directions for future actions.



Northern State University Facilities Space Utilization Plan

Northern State University (NSU) is currently assessing facilities utilization based on several factors:

- The South Dakota Public University System Facility Utilization Report (Fall 2018) discussed at the October 3, 2019 Board of Regents meeting
- NSU University Space Analysis/Study (June 2019) performed by an external consulting firm
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The creation of the Student Success Center will involve the movement of several programmatic “dominoes” in at least three phases.

Phase I

- Move Technology Services from the first floor of TC up to the third floor of MJ
- Move the E-Learning high school from the first floor up to the third floor of MJ

- Some possible rearrangement of second and third floor programming, including consolidation of the Math faculty and Math Lab together on the same floor
- This vacates most of the first floor of MJ-TC

Phase II (creation of the Student Success Center)

Move the following program elements to the lower level of TC:

- Disability Services
- Testing Services

Move the following program elements to the first floor of MJ-TC:

- Academic Advising (TRIO and undecided majors)
- Tutoring Center
- American Indian Circle Program
- TRIO Academic Support Services
- TRIO Upward Bound
- Career Services
- Student Success Director

Phase III

- Move Admissions to vacated space in Dacotah Hall
- Expansion of Student Life functions in vacated space in the Student Center

One of the most valuable elements of the 2019 consultant report was a “Delta Analysis.” Delta refers to the difference between existing and required space for different functions. The report indicated that NSU has an excess of instructional spaces, but a deficit of other specialized spaces such as study, special use, and support/service (see Table 1). The University’s Provost Office is launching an analysis of all instructional spaces (classrooms and labs/studios) to include percent instructional utilization and a letter grade assigned by faculty members for teaching suitability. This will allow us to repurpose some low function instructional spaces for purposes such as student study, conference rooms, and a student entrepreneurship incubator.

Table 1. External Consultant Delta Analysis of NSU Space Needs (June 2019).

Space Type	Existing	Required	Delta	
Classroom	53,842	31,159	22,683	Core Academic Space
Laboratory	54,336	34,103	20,233	
Office	86,468	85,030	1,438	
Study	28,544	28,603	(59)	
Special Use	124,878	158,939	(34,061)	Student Life, Athletics, and Campus Support
General Use	50,456	65,016	(14,560)	
Support/Service	62,703	76,718	(14,015)	
Residential	100,932	125,350	(24,418)	Almost "Irrelevant"
Non-Assignable	215,747	314,670	(98,923)	
total	777,906	919,587	(141,681)	

Overall Space Recommendations currently being considered by NSU:

- Challenge and explore additional multi-use and shared space options
- Plan for additional storage
- Plan for expansion for the College of Education
- Create a Student Success Center:
 - Presentation center
 - Math emporium
 - Reading lab
 - Entrepreneurial hub
 - Resource center
- Relocate programs to improve collaboration
- Improve the diversity of space to support a multi-cultural atmosphere, especially relative to Native American student programs
- Create a small welcome/exhibit center
- Improve amount, type, use and distribution of meeting spaces
- Increase the amount and type of collaborative environments

NSU has a beautiful, well-maintained campus. Due to careful stewardship of buildings over the years, there are no major deferred maintenance buildings on campus. The University has utilized grant funds from the State Energy Program on more than one occasion. The most recent was for the Student Center in the summer of 2019 and the library in the fall of 2019. These funds allowed for the investment in LED lighting across campus, most recently in the Student Center and the Beulah Williams Library, resulting in lowered utility costs. In an effort to identify potential projects that would meet the State's performance contracting criteria, an energy audit was performed by Willdan in 2018. The report provided a list of potential projects and indicated that, while opportunities exist to save energy, the overall investment to save utility costs did not meet the performance contracting criteria. The report is a valuable resource used to identify potential M&R projects and future projects to be completed with grant funds received through the State Energy Plan.

Addressing the issues highlighted in the Delta Analysis cannot happen overnight. However, by thoughtfully implementing many of the recommendations contained in the consultant's report, NSU will be able to reengineer existing spaces and create updated spaces that meet the needs of the campus community and support student success.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – B

DATE: December 11-12, 2019

SUBJECT

Campus Financial Planning

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:19](#) – System Funding

BACKGROUND/DISCUSSION

Fall enrollment at South Dakota's six public universities was down by nearly three percent in full-time equivalent students for 2019, the second year in a row with declining enrollment across the system.

Institution	Fall 2019 Change in FTE
	Enrollment
BHSU	-4.76%
DSU	1.26%
NSU	-5.01%
SD Mines	-1.87%
SDSU	-4.08%
USD	-2.03%

IMPACT AND RECOMMENDATIONS

BHSU – BHSU is projecting a \$2.8 million revenue shortfall in FY20. \$719,134 was removed from the budget before FY20 began. The remaining \$2,089,166 is being addressed by a formal budget plan which has been under development for several months. The preliminary plan has been shared with select groups, including the faculty senate. The formal plan will be shared with the entire campus at a town hall meeting in a few weeks. The plan includes the elimination of vacant positions, layoffs, elimination of permanent salary salvage, elimination of part-time positions with health insurance, the reduction of additional compensation, and an OE reduction. All reductions will be in place by July 1, 2020 with several phased in before then.

(Continued)

INFORMATIONAL ITEM

DSU – DSU projected a modest enrollment growth for fall 2019, both on campus and online. When setting the FY20 budget, those projections were taken into account. In the spring of 2019, when setting the FY20 budget, the changes at UCSF, now CCSF, were not completely known. The DSU budget, as it relates to CCSF, is now being adjusted with additional changes to be made in the future.

NSU – NSU's FY20 budget was based on flat enrollment. With the decline in fall enrollment, NSU is holding some positions open for an indefinite period of time and all vacancies that occur are being reviewed to identify opportunities to restructure. We have currently cancelled four faculty searches and eliminated four NFE and one CSE position. Departmental operating expenses are being scrutinized even more closely and travel is to be minimized as much as possible. Revenue generation is also a focus of campus discussions. A plan to be more intentional in recruiting students to graduate programs has been implemented. President Downs held a campus "Town Hall" on October 22. The purpose of this Town Hall was to share information with the entire campus community about enrollment trends, the budget impact of declining enrollments and to stress the role everyone on campus plays in recruitment and retention, revenue generation, and effectively managing resources.

SD Mines – SD Mines was projecting a decline in enrollment of five percent as they were building the budgets for FY20 and made the necessary adjustments for that decline prior to the start of the fiscal year. Actual FTE enrollment was down by 1.87%, which is within their margin of error and they don't anticipate the need for any additional cuts this fiscal year.

SDSU – When developing the FY20 budget during the spring of 2019, the university projected an enrollment drop of 1.4%, which was incorporated into the FY20 budget. When final fall enrollment numbers were revealed, the total fall 2019 enrollment drop was four percent. As a result of the additional decreases beyond what was originally planned, SDSU is taking a two-step, multi-year approach to maintain the current financial health of the university, 1) one-time expenditure reduction targets for FY20, and 2) permanent budget reductions for FY21.

USD – USD is experiencing a two percent student FTE decrease from FY19 to FY20. This has an estimated impact of about \$1.6M to their tuition and fee revenue. They have instructed departments to underspend their budgets by 2%-2.5% to address this shortfall and are prepared to utilize one-time cash to handle a portion of the revenue decrease, if needed.

ATTACHMENTS

None.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – C
DATE: December 11-12, 2019

SUBJECT

FY21 Governor's Recommended Budget

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 4-7-7](#) – Annual Budget Estimates Submitted by Budget Units

[SDCL 4-7-9](#) – Preparation and submission of budget report to Legislature

BACKGROUND/DISCUSSION

On the first Tuesday of December every year, the Governor presents her recommended budget for the next fiscal year to the State Legislature and the public. Governor Noem gave her FY21 budget address on Tuesday, December 3, 2019 at 1:00 pm. Revenues are slightly lower than anticipated for FY20, resulting in a \$5.9 million reduction in the FY20 revenue projection. The FY21 ongoing revenues are expected to grow by \$22.7 million, \$27.1 million lower than FY20. This is a result of the revenue loss from the Internet Tax Freedom Forever Act.

No salary policy or inflationary increases have been proposed by the Governor for FY21. She is also proposing no change to employee health insurance costs, while proposing enhancements to certain leave benefits.

IMPACT AND RECOMMENDATIONS

Base General Funding

The Governor is proposing a base general fund increase of \$516,625 for the Board of Regents. The proposed increase in base general funding is for system utilities of \$539,184, which is offset by reductions to the SD Opportunity Scholarship and general fund lease payments totaling (\$22,559). Further details are found in Attachment I.

One-Time Funding

The Governor has proposed \$5,000,000 for the USD Health Sciences Building and \$396,073 for the DSU Cyber Cync Incubator, resulting in one-time funding of \$5,396,073 for the Regental system.

(Continued)

INFORMATIONAL ITEM

Proposed FY20 General Bill Amendment

The Governor's budget recommendation also includes an amendment to the FY20 General Bill, increasing utility funding by \$91,243. This increase is based on FY19 actual Energy Cap expenditure data reported by the campuses.

ATTACHMENTS

Attachment I – FY21 Budget Request Summary - Governor's Recommended

South Dakota Board of Regents FY21 Board of Regents Request and Governor's Recommended				
	Base General Fund	FTE	Base General Fund	FTE
FY20 Base General Fund Budget	\$224,222,581	5,236.2	\$224,222,581	5,236.2
Priorities	Requested		Recommended	
The Dakota's Promise Scholarship	\$1,536,000	0.0	\$0	0.0
General Fund M&R	\$5,892,054	0.0	\$0	0.0
BHSU - Native American Student Success	\$249,872	2.8	\$0	0.0
NSU - American Indian Circle Program	\$154,577	2.0	\$0	0.0
South Dakota Opportunity Scholarship	\$100,000	0.0	(\$17,000)	0.0
Base Budget Maintenance				
Post-Secondary Scholarship	TBD	0.0	TBD	0.0
Utilities	\$573,500	0.0	\$539,184	0.0
Lease Adjustment	(\$5,559)	0.0	(\$5,559)	0.0
FY20 Requested and Recommended	\$8,500,444	4.8	\$516,625	0.0
FY20 Total Base Funding Recommended	\$232,723,025	5,241.0	\$224,739,206	5,236.2
Increase without Salary Policy	3.7%	0.1%	0.2%	0.0%
One-Time General Fund Requests				
SDSU - Rural Veterinary Medical Education	\$275,000	0.0	\$0	0.0
DSU - Cyber Cync Incubator and Entrepreneurial Center (CCIEC)	\$396,073	1.0	\$396,073	0.0
USD - Health Sciences Building	\$10,000,000	0.0	\$5,000,000	0.0
SDSM&T - Ascent Innovation Building Remodel	\$2,000,000	0.0	\$0	0.0
Tuition Fund Authority Requests				
Authority Changes	\$500,000	0.0	\$500,000	0.0
Federal and Other Fund Authority Requests				
Authority Changes	\$3,803,265	0.0	\$3,803,265	0.0
FY20 Informational Federal and Other Fund Authority Requests				
Authority Changes	\$0	0.0	\$0	0.0

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – D

DATE: December 11-12, 2019

SUBJECT

Resolution to Remove Waneta Hall at South Dakota State University from the Auxiliary Facilities System

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:25](#) – Auxiliary Revenue System

BACKGROUND/DISCUSSION

The Board is requested to authorize the removal of Waneta Hall, a residence hall on the campus of South Dakota State University (SDSU), from the SDSU Housing and Auxiliary Facilities System (the “*System*”) created pursuant to the Amended and Restated Bond Resolution adopted by the Board on October 21, 2004, as amended and supplemented.

The action item includes a resolution making the determination of the Board that (1) Waneta Hall located on the campus of SDSU and part of the SDSU Institutional System, is physically and structurally unfit for use as a student residence hall and should therefore be abandoned for economic non-feasibility and removed from the SDSU Institutional System; and (2) prior to its removal from the SDSU Institutional System, Waneta Hall will be demolished, with the cost of such demolition payable from available revenues of the SDSU Institutional System.

IMPACT AND RECOMMENDATIONS

SDSU requests authority to remove Waneta Hall from its Auxiliary Facilities System as it is structurally unfit for use as a residence hall. They further request authority to demolish Waneta Hall prior to its removal from the Auxiliary Facilities System, utilizing funds available in its Institutional System.

ATTACHMENTS

Attachment I – A Resolution Removing Waneta Hall at South Dakota State University from the Auxiliary Facilities System

DRAFT MOTION 20191211_6-D:

Approve the recommendation as set forth in detail on Attachment I. The action should be approved on separate motion and seconded, and a roll call vote should be taken and recorded.

A RESOLUTION REMOVING WANETA HALL AT SOUTH DAKOTA STATE
UNIVERSITY FROM THE HOUSING AND AUXILIARY FACILITIES SYSTEM

*

*

*

WHEREAS, under the terms and provisions of South Dakota Codified Laws, Chapter 13-49, the Board of Regents (the “*Board*”) was created to, among other matters, control and have jurisdiction of six state-supported universities, including Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University (“*SDSU*”) and the University of South Dakota (collectively, the “*Institutions*” and each, an “*Institution*”); and

WHEREAS, the Board on October 21, 2004, did duly adopt a resolution (herein called the “*System Resolution*”) amending and restating previous resolutions and establishing a combined system of housing and auxiliary facilities (the “*System*”) pursuant to which each Institution continues to operate its existing system (collectively, the “*Institutional Systems*” and each, an “*Institutional System*”) but the revenues of which are subject to being used by the Board to avoid a potential default on revenue bonds issued by the Board on behalf of any Institution in the System pursuant to the System Resolution; and

WHEREAS, pursuant to Section 14(A) of the System Resolution, the Board is authorized to abandon facilities for economic non-feasibility and remove them from the System upon a determination that such facilities are not suitable for the use for which the same were initially acquired; and

WHEREAS, the Board has reviewed evidence that Waneta Hall, located on the campus of SDSU and part of the SDSU Institutional System, is physically and structurally unfit for use and occupancy as a student residence hall and should therefore be abandoned for economic non-feasibility and removed from the list of facilities of the SDSU Institutional System; and

WHEREAS, the Board has reviewed evidence that Waneta Hall has no further use to SDSU and should therefore, prior to its removal from the SDSU Institutional System, be demolished, with the cost of such demolition payable from available revenues of the SDSU Institutional System;

NOW, THEREFORE, Be It and It is Hereby Resolved by the South Dakota Board of Regents, as follows:

Section 1.1. Removal of Certain Facilities from the System. Pursuant to Section 14(A) of the System Resolution, the Board hereby determines that Waneta Hall is physically and structurally unfit for use and occupancy as a student residence hall, the purpose for which it was originally acquired, and therefore such residence hall is hereby abandoned for economic non-feasibility and removed from the SDSU Institutional System. As required by Section 14(A) of the System Resolution, a copy of this Resolution shall be filed with the Executive Director and

each Bond Registrar under the System Resolution. The updated list of existing facilities comprising the System is attached hereto as Exhibit A.

Section 1.2. Demolition of Waneta Hall. Prior to the removal of Waneta Hall from the SDSU Institutional System, it will be demolished, with the cost of such demolition payable from available revenues of the SDSU Institutional System.

Section 1.3. Severability Provisions. If any one or more sections, clauses, sentences, and parts of this Resolution shall for any reason be questioned in any court of competent jurisdiction, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, but shall be confined to the specific section, clause, sentence and part so determined, and that all resolutions or parts thereof in conflict herewith are hereby repealed.

THIS RESOLUTION shall take effect upon its adoption.

Adopted this ____ day of _____, 2019.

President

ATTEST:

Executive Director

(Seal)

EXHIBIT A

EXISTING FACILITIES

BHSU:

Housing Facilities:

- Heidepriem Hall
- Bordeaux Hall
- Wenona Cook Hall
- Thomas Hall
- University Apartments

Student Union

Parking Facilities

Dining Services

Bookstore

DSU:

Residence Halls:

- Zimmerman Hall
- Higbie Hall
- Richardson Hall
- Emry Hall
- The Courtyard

Student Union

NSU:

Residence Halls:

- Briscoe Hall
- Great Plains East
- Great Plain West
- McArthur-Welsh Hall
- Steele Hall
- Kramer Hall
- Wolves Memorial Suites

Student Union

SDSMT:

Residence Halls:

- Connolly Hall
- Palmerton Hall
- Peterson Hall
- Placer Hall

Surbeck Student Center

Wellness Center

SDSU:

Housing Facilities:

- Binnewies Hall
- Brown Hall
- Caldwell Hall
- Hansen Hall
- Jackrabbit Grove (Ben Reifel, Theodore W. Schultz, Hallie Walker Hyde, and Honors Halls)
- Jackrabbit Village (Spencer, Abbott and Thorne Halls)
- Mathews Hall
- Meadows North
- Meadows South
- Pierson Hall
- Young Hall
- Skylight Apartments
- Huggins Apartments
- Garden Square Units
- Thornber Apartments
- Southeast Neighborhood Apartments

Student Wellness Center

Dining Facilities:

- Larsen Commons
- Student Union Building

Parking Facilities

USD:

Residence Halls:

- Beede Hall
- Brookman Hall
- Burgess Hall
- McFadden Hall
- Mickelson Hall
- Norton Hall
- Olson Hall
- Richardson Hall

Cherry Street Rentals

Muenster University Center

Student Wellness Center, including parking lot

Coyote Village Housing, including parking lot

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – E
DATE: December 11-12, 2019

SUBJECT

DSU Resolution – Street Vacation

CONTROLLING STATUTE, RULE, OR POLICY

SDCL § [5-1-7](#)

SDCL Chs. [11-3](#) and [43-21](#)

SDCL §§ [5-2-10](#) & [5-2-11](#)

BACKGROUND/DISCUSSION

The Board approved the DSU Residence Village Facility Program Plan at its [April 2019](#) meeting. As part of that project, DSU would like to request the City of Madison vacate the portion of 8th Street running between Washington Avenue and Lee Avenue. That process will require, in-part, the City of Madison retaining/receiving an easement associated with the waterline currently running under the portion of 8th Street to be vacated, and any necessary platting which may be necessitated by the street vacation.

IMPACT AND RECOMMENDATION

DSU requests the Board of Regents approve proceeding with the requested street vacation to allow for the planned development of the Residence Village Facility and adopt the Resolution set forth in Attachment I requesting the grant of an easement in favor of the City of Madison for the water and storm sewer utilities running under the portion of 8th street to be vacated and to effectuate any necessary platting resulting from the street vacation, if any.

Staff recommends approval.

ATTACHMENTS

Attachment I – Resolution Requesting the Grant of an Easement

Attachment I, Exhibit I – Draft Easement to the City of Madison

DRAFT MOTION 20191211_6-E:

I move to approve proceeding with the requested street vacation and adopt the Resolution set forth in Attachment I, requesting the Commissioner of School and Public Lands to proceed with the easement as stated therein, any necessary platting resulting therefrom, and authorize staff/employees to take any action(s) necessary to effectuate the intentions thereof.

RESOLUTION

Resolution requesting the grant of an easement through, under, in, on and across portions of the vacated section of 8th Street occupied by Dakota State University for the benefit of the City of Madison, and to execute and file any necessary plat(s) resulting therefrom.

The South Dakota Board of Regents (hereinafter referred to as “BOR”), on behalf of Dakota State University, pursuant to the authority vested in BOR under SDCL § 5-2-11 and other applicable law, hereby requests the Commissioner of School and Public Lands to draw up all necessary documents and to forward them to the Governor to request their execution in order to grant to the City of Madison an easement to construct, reconstruct, replace, modify, upgrade, extend, remove, maintain, and operate the water and storm sewer utilities through, under in, on and across the following described real estate in the City of Madison, Lake County, South Dakota, and to otherwise execute and file any plat(s) necessary and appropriate as a result of the associated street vacation:

A strip of land 20 feet wide for construction and maintenance of the existing storm sewer utilities centered upon the existing location and water utilities centered over the to be constructed location of such water utilities within the 20-foot wide easement, and appurtenances over, under and across the property legally described as: The vacated portion of 8th Street Northeast between Washington Avenue and Lee Avenue, Madison, Lake County, SD, as further shown in Exhibit A to Exhibit I, a copy of which is attached hereto and incorporated herein.

BOR requests that the easement be generally consistent with the draft attached hereto as Exhibit I, without restricting the ability of the parties to further revise the easement to effectuate its intended purpose before executing and filing the same. This resolution shall also serve to ratify, request and/or approve any and all documents, transactions and/or actions necessary to prepare, complete, and effectuate the execution, filing, and intended outcome(s) of the street vacation and easement contemplated herein.

Dated this ____ day of December, 2019

SOUTH DAKOTA BOARD OF REGENTS

By _____

Kevin V. Schieffer

President

Certification:

I have compared the foregoing with an action taken by the Board of Regents at its meeting conducted on the ____ day of December, 2019, and I hereby certify that the same is a true,

correct, and complete copy thereof and that the same has not been rescinded.

Dated this ____ day of December, 2019

SOUTH DAKOTA BOARD OF REGENTS

By_____

James Morgan

Secretary

EXHIBIT 1

**This document prepared by:
Office of School and Public Lands
(605)773-3303
500 East Capitol Avenue
Pierre, South Dakota 57501-5070**

**STATE OF SOUTH DAKOTA
PERMANENT EASEMENT**

THIS EASEMENT is made and entered by and between the State of South Dakota acting through its Governor and Commissioner of School and Public Lands on behalf of the South Dakota Board of Regents, 500 East Capitol, Pierre, South Dakota, 57501 [the "State"] and the City of Madison, P.O. Box 17, Murdo, South Dakota, 57559 ["the City"].

WHEREAS, The City is desirous of acquiring a right-of-way easement for the construction, reconstruction, replacement, modification, upgrading, extension, removal, maintenance, and operation of water and storm sewer utilities, and all necessary and appurtenant structures, fixtures and controls across land belonging to the State, and the State is desirous of cooperating with the City for said easement.

NOW THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. For and in consideration of the sum of One dollar (\$1.00), the receipt of which is hereby acknowledged and other valuable consideration set forth in this Easement, the State hereby grants and conveys to the City a right-of-way easement for the following described purposes: the right to construct, reconstruct, replace, modify, upgrade, extend, remove, maintain, and operate water and storm sewer utilities, and all necessary and appurtenant of structures, fixtures and controls, through, under, in, on and across the following legally described real estate within the City of Madison, Lake County, State of South Dakota (the "Easement Area"):

A strip of land 20 feet wide for construction and maintenance of the existing storm sewer utilities centered upon the existing location and water utilities centered over the to be constructed location of such water utilities within the 20-foot wide easement, and appurtenances over, under and across the property legally described as: The vacated portion

of 8th Street Northeast between Washington Avenue and Lee Avenue, Madison, Lake County, SD, as further shown in Exhibit "A", a copy of which is attached hereto and incorporated into this agreement, the same as if written at length herein.

2. The City agrees that any construction will not interfere unnecessarily with the State's use of its adjoining property and will not endanger or injure any improvements thereon. The State reserves the right to utilize the Property for all purposes not inconsistent with the easement rights herein conveyed. The State and/or the City may enter upon the above described property for the purposes of effectuating the grant of and reserved rights in this easement.

3. The City further agrees, at no cost to the State, to be responsible for the operation, repair, maintenance, replacement, or removal of the utilities or structures installed by the City and associated with the operation and maintenance of said utilities or structures.

4. The City further understands and agrees, that to the extent provided by South Dakota law, it shall be liable for all damages caused by the construction, operation, maintenance, enlargement, upgrade, repair, alteration, removal or replacement of the utilities or structures installed by the City and associated with the operation and maintenance of said utilities or structures, and The City agrees to indemnify, defend, and hold the State harmless for the same. Nothing in this agreement shall be read to waive Grantor's sovereign immunity.

5. The City further understands and agrees that the State has and retains the right to lease, sell or otherwise convey the Easement Area, or any part thereof, provided, however, that this Easement shall remain in full force and effect until the expiration of the term hereof notwithstanding such lease, sale or conveyance. In addition, the above-described easement is subject to a reservation of further easements and rights-of way for irrigation ditches and canals, as provided by South Dakota Codified Laws 5-4-2, so long as they do not infringe upon the rights granted hereunder. This Easement is also subject to a reservation of rights relating to deposits of coal, ores, metal and other minerals, asphaltum, oil, gas and like substances provided South Dakota Constitution Art. VIII, §19, South Dakota Codified Laws 5-7-3 to 5-7-6, inclusive and South Dakota Codified Laws 5-2-12, and in any law of the State of South Dakota reserving any rights of any kind in said State or any of its departments, institutions, subdivisions, funds or accounts.

6. In consideration of this Easement, the City will not impose special assessments on the State to pay for connection costs to the City that may be associated with the development of the above described area.

7. The land herein described is to be used for the utilities or structures

associated with the operation and maintenance of electrical services and no other purpose whatsoever, and that should the above described real property granted by this Easement cease to be used for said purposes for two consecutive years, this Easement reverts to the State or its successor and assigns.

8. This agreement and attachments shall constitute the entire agreement between the State and the City. This agreement supersedes any other written or oral agreements between the State and The City pertaining to the Easement Area, or any portion thereof. This agreement can be modified only in writing and signed by the State and the City or their respective heirs, representatives, executors, administrators, successors and assigns.

9. This easement shall be binding upon the heirs, executors, administrators, assigns, and successors in interest of the parties hereto.

10. This Easement is governed by and shall be construed in accordance with the laws of the State of South Dakota.

11. This Easement shall be binding upon the heirs, executors, administrators, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Easement on this ____ day of _____, 20__.

STATE OF SOUTH DAKOTA

BY: _____
Kristi Noem
Governor

ATTEST:

Ryan Brunner
Commissioner of School and Public Lands

CITY OF MADISON

BY: _____

ATTEST:

ACKNOWLEDGMENTS

[illegible]

On this ____ day of _____, 20__, before me the undersigned Notary Public within aforesaid County and State, personally appeared Kristi Noem, Governor, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that she executed the same.

Notary Seal

Notary Public – State of SD

Commission Expires

[illegible]

On this ____ day of _____, 20____, before me the undersigned Notary Public within aforesaid County and State, personally appeared Ryan Brunner, Commissioner of South Dakota School and Public Lands, known to me to be the person described herein who executed the within and forgoing instrument for the purposes therein contained and acknowledged to me that he executed the same.

Notary Seal

Notary Public – State of SD

Commission Expires

[illegible]

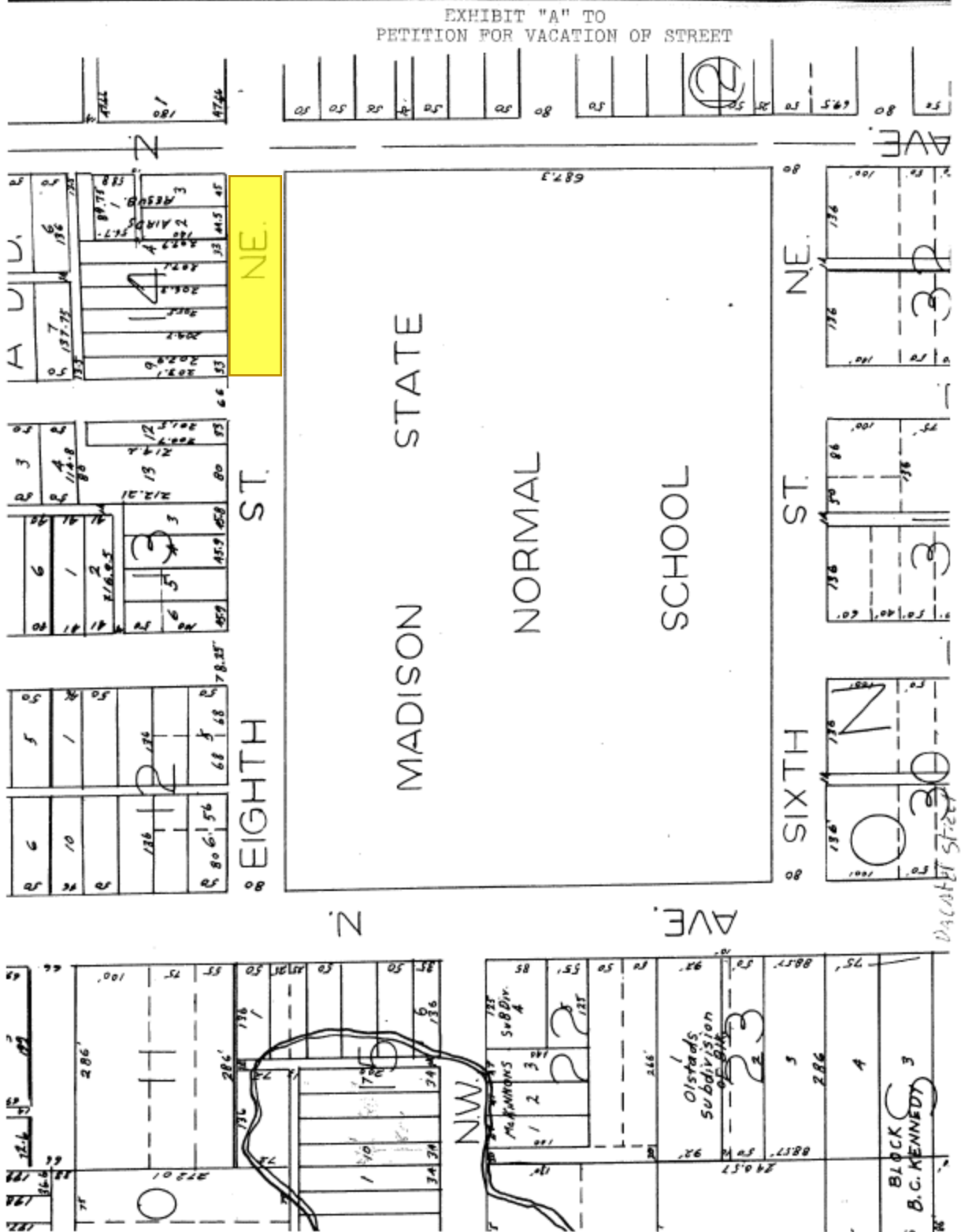
On this ____ day of _____, 20__, before me, the undersigned officer, personally appeared _____, who

acknowledged him/herself to be the _____ of the City of
Madison, and that s/he, as _____, being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by
signing the name of the City of Madison, as _____.

Notary Seal

Notary Public – State of SD

Commission Expires



SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – F
DATE: December 11-12, 2019

SUBJECT

BHSU Library and Learning Center Renovation Facility Program Plan (FPP)

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 5-14-1](#) – Classification of Capital Improvements

[SDCL 5-14-2](#) – Supervision by Bureau of Administration of Capital Improvement
Projects – Payment of Appropriated Funds

[SDCL 5-14-3](#) – Preparation of Plans and Specifications for Capital Improvements – State
Building Committees – Approval by Board or Commission in Charge of
Institution

[BOR Policy 6:4](#) – Capital Improvements

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND/DISCUSSION

BHSU is submitting, for approval, its Facility Program Plan (FPP) for the renovation, remodel, and replacement of infrastructure of the E.Y. Berry Library. The South Dakota Legislature approved the E.Y. Berry Library Renovation project with HB1051 in 2012 as part of the Board's ten-year capital improvement plan. The Board of Regents approved the Preliminary Facility Statement for this project in May 2012.

As presented in agenda item 6-C at the October 2019 Board of Regents meeting, BHSU is also requesting to amend HB1051 from the 2012 legislative session to allow a small increase in gross square footage (GSF). HB1051 authorized the renovation of the E.Y. Berry Library in the amount of \$4.5 million with \$3 million from bonds (HEFF) and \$1.5 million in other funds (M&R). There is no provision for a GSF addition in this legislation. BHSU is requesting to add up to 5,000 GSF on the 2nd floor, or 8% to the building's current 62,036 GSF.

BHSU is seeking to revitalize the library as a campus center to better serve all students, including residential and commuter, traditional and non-traditional, undergraduate and graduate. The ultimate goal is to advance student success at Black Hills State University.

(Continued)

DRAFT MOTION 20191211_6-F:

I move to approve BHSU's Facility Program Plan for the E.Y. Berry Library and Learning Center Renovation at a cost not to exceed \$9,372,245, funded by a combination of HEFF, M&R, and other funds.

This project consists of four main components: a student success center, a new entrance, a technology and design upgrade, and an infrastructure upgrade. Attachment I provides a detailed description of the four main components of this renovation.

Attachment II describes the space programming of the other spaces in the library, including general and special collections, university archives, disability services, testing, library and information technology staff offices and support spaces.

Attachment III provides a visual of the site including the location of the addition, the pedestrian circulation, the entrance points, and the views to the exterior from the building. An architectural rendering of the exterior is also included.

Attachment IV provides conceptual floor plans for the basement, first floor, and second floor including the second floor addition.

COST ESTIMATE

The initial cost estimate is \$9,372,245. This cost estimate was prepared in cooperation with Williams & Associates Architecture and Ratio Architects. The estimate includes new construction, renovation, site work, contingencies, and fees. The SD Legislature authorized \$4.5 million for the renovation project through HB1051, but also authorizes maintenance and repair funding on an annual basis.

Construction Remodel	\$ 6,242,562
Second Floor Addition	1,330,000
Elevator & New Stairway	200,000
Site Work	300,000
Contingency (8%)	645,805
<u>Architect/Engineering Fees</u>	<u>653,878</u>
Total Cost Estimate	\$ 9,372,245

FUNDING SOURCES

The Higher Education Facilities Fund (HEFF) will contribute \$3 million in funding from the anticipated FY22 bond issue. With minor exceptions, the remaining \$6.325 million is from BHSU's maintenance & repair funding. BHSU received \$2.6 million in M&R funding in FY20 from HEFF, General funds, and the M&R Fee. FY20's commitment of \$1 million of this funding or 39.8% is allotted to the library. Although this represents a significant percentage of M&R dollars allocated to a single building, it is important to remember no major work has been done to the library since it was built.

Library Renovation Project Funding

FY20 M&R	\$	1,060,000	Approved by Board - December 2018
FY21 M&R		1,365,000	Submit to Board - December 2019/May 2020
FY22 M&R		1,492,245	Submit to Board - December 2020
FY22 HEFF Bonds		3,000,000	Authorized by HB1051 in 2012
Performance Contract		30,000	Approved by Board - June 2019
M&R Bond		2,400,000	Requires Legislative Approval - 2020
<u>Black Hills Energy</u>		<u>25,000</u>	<u>Donation is in BHSU Foundation</u>
Total Funds	\$	9,372,245	

IMPACT AND RECOMMENDATIONS

The library is in the most need of attention of all the buildings on the BHSU campus. The building was completed in 1973 and still has all its original systems. Once this project is complete, the demand on current M&R funds will decrease as the old systems are upgraded or replaced reducing the current demand for repairs.

Utilities are projected to decrease with the installation of energy efficiency equipment and LED lighting. Solar panels will be installed on the new roof by the end of the summer, thus reducing the building's energy demand from WAPA and Black Hills Energy. BHSU currently exceeds the summer WAPA allocation and purchases supplemental power from Black Hills Energy, but the addition of solar power on campus will eliminate the need for supplemental power and dramatically decrease the cost of energy. No new custodial/janitorial staff will be required to maintain the renovated building.

Given the needed structural improvements and the reduction in demand of future M&R work, approval of the program plan is recommended.

ATTACHMENTS

Attachment I – BHSU Library Facility Program Plan Detailed

Attachment II – BHSU Library Facility Program Plan - Space Programming

Attachment III – BHSU Library Facility Program Plan - Project Site Map

Attachment IV – BHSU Library Facility Program Plan - Floor Layout

Black Hills State University
E.Y. Berry Library & Learning Center Renovation
Facility Program Plan
Submitted November 12, 2019

Introduction

The E.Y. Berry Library and Learning Center was constructed in 1973, nearly 50 years ago, with little or no upgrades since that time. Collections, enrollment, technology, and student learning styles have changed dramatically during that time.

The South Dakota Legislature approved the E.Y. Berry Library Renovation project with HB1051 in 2012 as part of the Board's ten-year capital improvement bill. The Board of Regents approved the Preliminary Facility Statement for this project in May 2012. BHSU is requesting the Board's approval of the Facility Program Plan in accordance with Board of Regents policy 6:4, Capital Improvements. The program plan is based on input from students, faculty, and staff using our architects, Williams & Associates Architecture and Ratio Architects, as facilitators.

As presented in agenda item 6-C at the October 2019 Board of Regents meeting, BHSU is also requesting to amend HB1051 from the 2012 legislative session to allow a minor increase in gross square footage (GSF). HB1051 authorized the renovation of the E.Y. Berry Library in the amount of \$4.5 million with \$3 million from bonds (HEFF) and \$1.5 million in other funds (M&R). There is no provision for a GSF addition in this legislation. We are requesting to add up to 5,000 GSF, or 8% to the building's current 62,036 GSF.

A. Programmatic Justification for Discrete Spaces

BHSU is seeking to revitalize the library as a campus center to better serve all students, including residential and commuter, traditional and non-traditional, undergraduate and graduate. The ultimate goal is to advance student success at Black Hills State University.

This project consists of four main components: a student success center, a new entrance, a technology and design upgrade, and an infrastructure upgrade.

Student Success Center – Student success is the focal point of this project. The newly renovated library will house a new student success center with the current math and writing centers in addition to a new professional advising center, new tutoring stations and additional individual and group study spaces with power and technology access.

New Entrance – The main entrance is currently located on the east side of the building, which was the main pedestrian pathway when the building opened in 1973. Since that time, many changes have been made to the campus landscape including razing Cook Gymnasium, building Meier Hall and the Young Center, and eliminating a road through the middle of campus. Another entrance on the west side of the building along the current major north/south pedestrian path will create easier access to the facility as students, faculty, and staff pass through the academic core of the campus from Jonas Hall to the Young Center. This will ultimately increase traffic counts into the library.

Technology and Design Upgrade - This project will provide state-of-the-art technology to the library to maximize opportunities to students including possible additions of a video creation and editing space, a maker space, and a virtual reality lab.

Infrastructure Upgrade - While the Library is almost 50 years old, regular maintenance of the building has left a sound exterior envelope and a recently replaced roof; however, the facility is in need of electrical, HVAC, plumbing, lighting, and window upgrades or replacements, all of which will increase the energy efficiency of the facility.

Attachment I provides a detailed space program on the other spaces in the library including general and special collections, university archives, disability services, testing, library and information technology staff offices and support spaces.

B. Gross Square Footage

The renovation project impacts most of the current 62,036 gross square feet, but also includes a minor addition of no more than 5,000 GSF to the second floor. The photography lab in the basement of the library was completed in 2015 and is not included in this project.

C. Site Analysis

The site footprint of the library remains unchanged, although the additional GSF will create an overhang on the southeast corner of the building facing the campus green and Lookout Mountain. Attachment II provides a visual of the site including the location of the addition, the pedestrian circulation, the entrance points, and the views to the exterior from the building. An architectural rendering of the exterior is also included.

D. Description of Key Building Features

Accessibility – A new open staircase will be added from the first to the second floor creating open views between floors and an aesthetically pleasing design. A new ADA elevator will be located by the main entrance replacing the current elevator that is both undersized and difficult.

Study spaces – New discrete study rooms and additional student seating for both individual and group study will be added to the library commons on the first floor and the new GSF on the second floor.

Outdoor café – Outdoor seating will be available by the southeast corner facing the campus green and on the terrace by the new west entrance.

Help desk – The IT help desk is currently located in the basement of the library by the IT staff. This project will either move the help desk to the first floor or create a more open, inviting, and accessible location in the lower level.

Collections - The library collection includes not only the general collections of bound volumes, but also special collections, government documents, and an archive collection that is a significant resource for research about western South Dakota.

Energy Efficiency – A 130 kilowatt solar array will be added to the library roof next summer and will directly offset the building's energy demand. LED lights will replace the current

lighting systems throughout the building. New water-saving plumbing fixtures will be added.

E. Illustrative Floor Plans

Attachment III provides conceptual floor plans for the basement, first floor, and second floor including the second floor addition.

F. Initial Cost Estimates

The initial cost estimate is \$9,372,245. This cost estimate was prepared in cooperation with Williams & Associates Architecture and Ratio Architects. The estimate includes new construction, renovation, site work, contingencies, and fees. The SD Legislature authorized \$4.5 million for the renovation project through HB1051, but also authorizes maintenance and repair funding on an annual basis, which provides authorization for the full project.

Construction Remodel	\$6,242,562
Second Floor Addition	\$1,330,000
Elevator & New Stairway	\$200,000
Site Work	\$300,000
Contingency (8%)	\$645,805
Architect/Engineering Fees	<u>\$653,878</u>
Total Cost Estimate	\$9,372,245

G. Proposed Funding Sources for Costs

The Higher Education Facilities Fund will contribute \$3 million in funding from the anticipated FY22 bond issue. With minor exceptions, the remaining \$6.325 million is from BHSU's maintenance & repair funding. BHSU received \$2.6 million in M&R funding in FY20 from HEFF, General Funds, and the M&R Fee. FY20's commitment of \$1 million of this funding or 39.8% is allotted to the library. Although this represents a significant percentage of M&R dollars allocated to a single building, it is important to remember no major work has been done to the library since it was built.

Library Renovation Project Funding

FY20 M&R	\$1,060,000	Approved by Board - December 2018
FY21 M&R	\$1,365,000	Submit to Board - December 2019/May 2020
FY22 M&R	\$1,492,245	Submit to Board - December 2020
FY22 HEFF Bonds	\$3,000,000	Authorized by HB1051 in 2012
Performance Contract	\$30,000	Approved by Board - June 2019
M&R Bond	\$2,400,000	Requires Legislative Approval - 2020
Black Hills Energy	<u>\$25,000</u>	Donation is in BHSU Foundation
Total Funds	\$9,372,245	

H. Impact to M&R

The library is the space in the most need of attention on our campus. The building was built in 1973 and still has all its original systems. Once this project is complete, the demand on current M&R funds will decrease as the old systems are upgraded or replaced reducing the current demand for repairs. The roof was also replaced last summer.

I. Budget for Ongoing Operational Costs

1. Utilities – Because the project is mostly contained in its current shell, the utilities are projected to decrease with the installation of energy efficient equipment and LED lighting. Solar panels will be installed on the new roof by the end of the summer, thus reducing the building's energy demand from WAPA and Black Hills Energy. BHSU currently exceeds the summer WAPA allocation and purchases supplemental power from Black Hills Energy, but the addition of solar power on campus will eliminate the need for supplemental power and dramatically decrease the cost of energy.
2. Custodial and Maintenance Staff – No new staff will be required to maintain this building.

Black Hills State University						
E.Y. Berry Library & Learning Center Renovation FPP						
Space Programming						
Space/Function	Staff	Seats	Computers	Quantity	ASF each	ASF Total
Lobby/Entrance/Café						
Vestibules	0	0	0	3	100	300
Book Drop	0	0	0	1	10	10
People counter Zone(s)	0	0	0	1	75	75
Lobby	0	0	2	1	350	350
New book display	0	0	0	1	80	80
Einstein's sales kiosk/service/grab & go	0	0	0	1	425	425
Einstein's back of house	0	0	0	1	590	590
Einstein's seating area	0	54	0	1	1,620	1,620
Vending	0	0	0	1	50	50
Outdoor seating	0	32	0	1	NA	NA
Total	0	86	2			3,500
Service Desks/Support						
Main Service Point - Circulation/Reference/quick IT Help/Tech Loan	3	4	2	1	560	560
Access Services Librarian's Office	1	0	0	1	100	100
Reserves	0	0	0	1	60	60
DVDs/Blu-Ray/Media	0	0	0	1	60	60
Quick Access Computers	0	3	3	4	22	88
Copiers/printers/scanners & trash/recycling	0	0	0	1	140	140
Copy Paper/Supplies	0	0	0	1	64	64
Production Table	0	0	0	1	64	64
Total	4	7	5			1,136
Library Staff/Support						
Library Director's Office	1	0	0	1	120	120
Inter-Library Loan/CMC Office (ILL)	1	0	0	1	120	120
Systems/Periodicals Office	1	0	0	1	120	120
Cataloging/Government Documents Office	1	0	0	1	120	120
Acquisitions Office	1	0	0	1	120	120
Library Receiving/Mail processing	0	0	0	1	200	200
Library Storage	0	0	0	2	80	160
Staff Meeting/Break Room	0	0	0	1	360	360
Shared Equipment Area/Coffee counter	0	0	0	1	90	90

Space/Function	Staff	Seats	Computers	Quantity	ASF each	ASF Total
Research Consultation Room	0	0	0	1	75	75
Dominations/Gift Quarantine Room	0	0	0	1	150	150
Total	5	0	0			1,635
Open Seating/Computing						
Four Person Tables	0	160	0	40	100	4,000
Six Person Tables	0	36	0	6	150	900
Individual Study Carrels	0	24	0	24	22	528
Lounge Seating	0	80	0	80	30	2,400
Group Banquettes	0	16	0	4	120	480
Individual Computer Station	0	32	32	32	35	1,120
Two person Computer stations	0	12	6	1	200	200
Small Groups Study Rooms	0	16	0	8	48	384
Medium Group Study Rooms	0	48	0	8	120	960
Emerging Technologies Lab	0	8	4	1	400	400
Quick Access Video Recording Room	0	2	1	1	100	100
Sound Video Production Room	0	2	1	1	80	80
Total	0	436	44			11,552
General Collections						
General Browsing Collection	0	0	0	1	5,220	5,220
Periodicals	0	0	0	1	150	150
DVD/Media Browsing	0	0	0	1	96	96
Lower Level High Density Stacks	0	0	0	1	1,150	1,150
Maps/Atlases/Dictionaries/Microfilm	0	0	0	1	180	180
Curriculum Materials Collection	0	0	0	1	540	540
Total	0	0	0			7,336
Special Collections & Archives						
Special Collections Librarian's Office	1	0	0	1	120	120
Lockers and Pre-entry Area	0	0	0	1	80	80
Case Reading Room	0	12	0	1	400	400
Exhibits	0	0	0	1	100	100
Processing/Equipment/Student Worker Area	0	0	0	1	120	120
Unified Archives/Special Collections Vault	0	0	0	1	4,000	4,000
Lower Level Remote Storage	0	0	0	1	500	500
Total	1	12	0			5,320

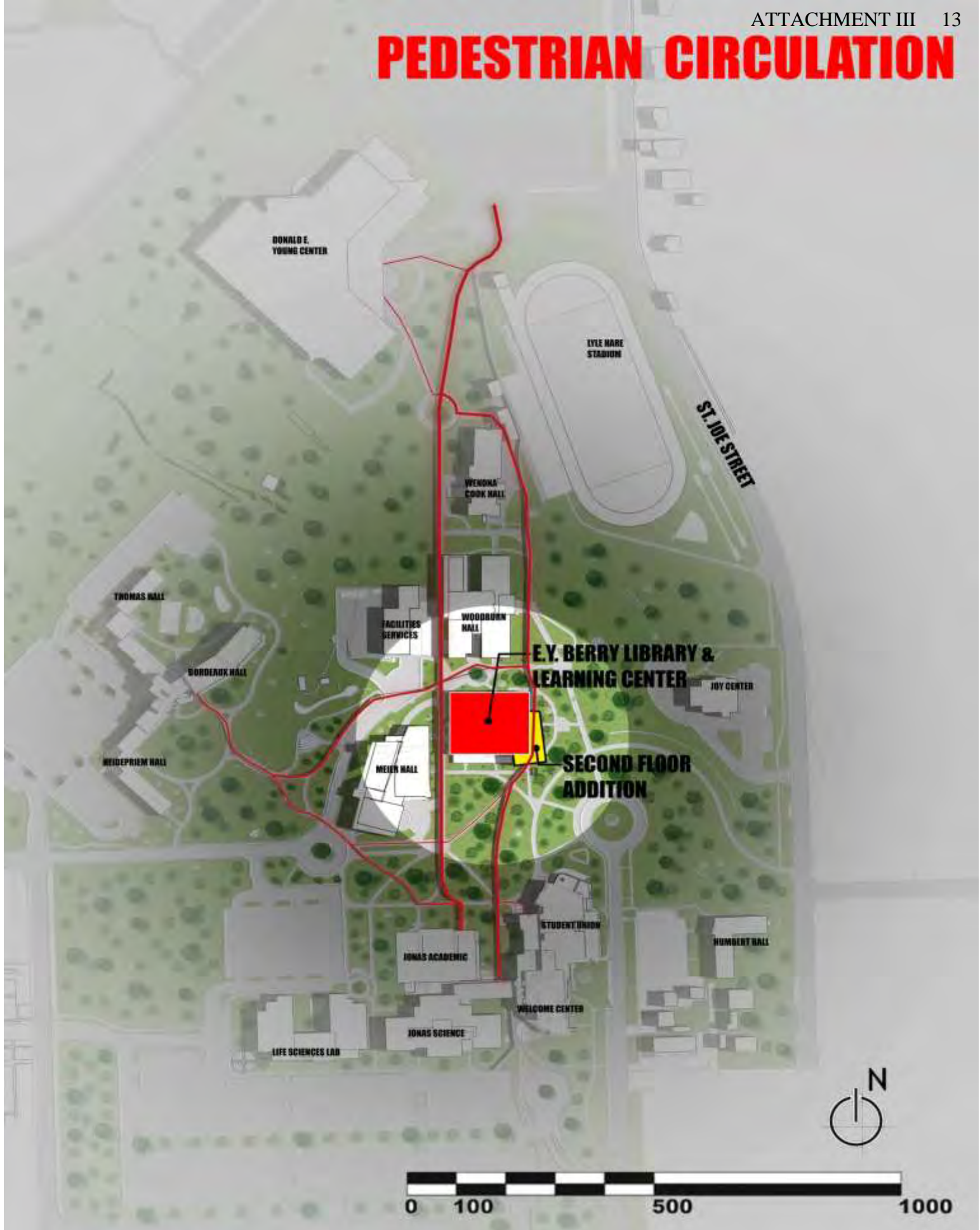
Space/Function	Staff	Seats	Computers	Quantity	ASF each	ASF Total
Student Success						
Math Assistance Office	1	0	0	1	120	120
Math Assistance Lab	0	0	4	1	600	600
Check-in Kiosk	0	0	0	1	50	50
Math Supplies/files/bookcases	0	0	0	1	80	80
Writing Center Office	1	0	0	1	120	120
Writing Lab	0	0	0	1	600	600
Student Workers Lockers	0	0	0	1	35	35
Student Tutoring	0	0	0	1	900	900
Student Advising	0	0	0	1	900	900
Writing Supplies/files/bookcases	0	0	0	1	100	100
Total	2	0	4			3,505
Instruction Space						
Governor's Electronic Classroom	0	0	0	1	320	320
Dakota Digital Network Classroom	0	0	0	1	990	990
Multi-purpose Instruction Room	0	30	0	1	590	590
Total	0	30	0			1,900
Disability Services & Testing						
DST Director's Office	1	0	0	1	160	160
DST Receptionist/waiting area	1	0	0	1	150	150
Testing Stations at Computers	0	0	0	8	45	360
Testing Stations - Paper only	0	0	0	8	45	360
Private Testing Rooms	0	0	0	2	65	130
Coats/Backpack Staging Area	0	0	0	1	50	50
Supply Cabinets/Files	0	0	0	1	75	75
Total	2	0	0			1,285
University IT						
Network Computer Services						
IT Director's Office	1	0	0	1	120	120
Server Offices	2	0	0	2	100	200
Infrastructure Staff Office	2	0	0	1	200	200
Desktop Support Offices	2	0	0	2	100	200
Digital Media Staff	1	0	0	1	120	120
Network Storage and Work Area/Student	0	0	0	1	150	150
Repair & Imaging Workspace	0	0	0	1	200	200
Digital Media Service Storage	0	0	0	1	150	150
Digital Media Service Workroom	0	0	0	1	150	150
Digital Media Service Event Storage	0	0	0	1	100	100
Help Desk/Window	0	0	0	1	150	150
Help Desk Satellite	1	0	0	1	130	130

Space/Function	Staff	Seats	Computers	Quantity	ASF each	ASF Total
NCS Subtotal	9	0	0			1,870
Administrative Information Management Services						
Programming Supervisor Office	1	0	0	1	120	120
Programmer Offices	4	0	0	4	100	400
Support Specialist	1	0	0	1	100	100
Instructional Technologies Storage	0	0	0	1	150	150
Programming Student Workspace	0	0	0	1	120	120
AIMS Subtotal	6	0	0			890
Shared IT Spaces						
Server Room	0	0	0	1	950	950
Small Shared Conference Room	0	0	0	1	150	150
Shared Equipment Area	0	0	0	1	90	90
Secure New Equipment Storage Room	0	0	0	1	120	120
SIT Subtotal	0	0	0			1,310
Total	15	0	0	0	0	4,070
Building Services						
Main Data Room	0	0	0	1	120	NA
Satellite Data Rooms	0	0	0	2	80	NA
Main Electrical Room	0	0	0	1	100	NA
Satellite Electrical Closets	0	0	0	2	24	NA
Main Maintenance Room	0	0	0	1	150	NA
Satellite Janitor Closets	0	0	0	2	30	NA
Receiving Room	0	0	0	1	150	NA
Toilets/Family Toilet	0	0	0	7	480	NA
General Building Storage	0	0	0	1	150	150
Total	0	0	0			150
Total ASF	29	571	55	Total ASF		41,389
Total GSF						66,222

PROJECT SITE - BHSU CAMPUS



PEDESTRIAN CIRCULATION

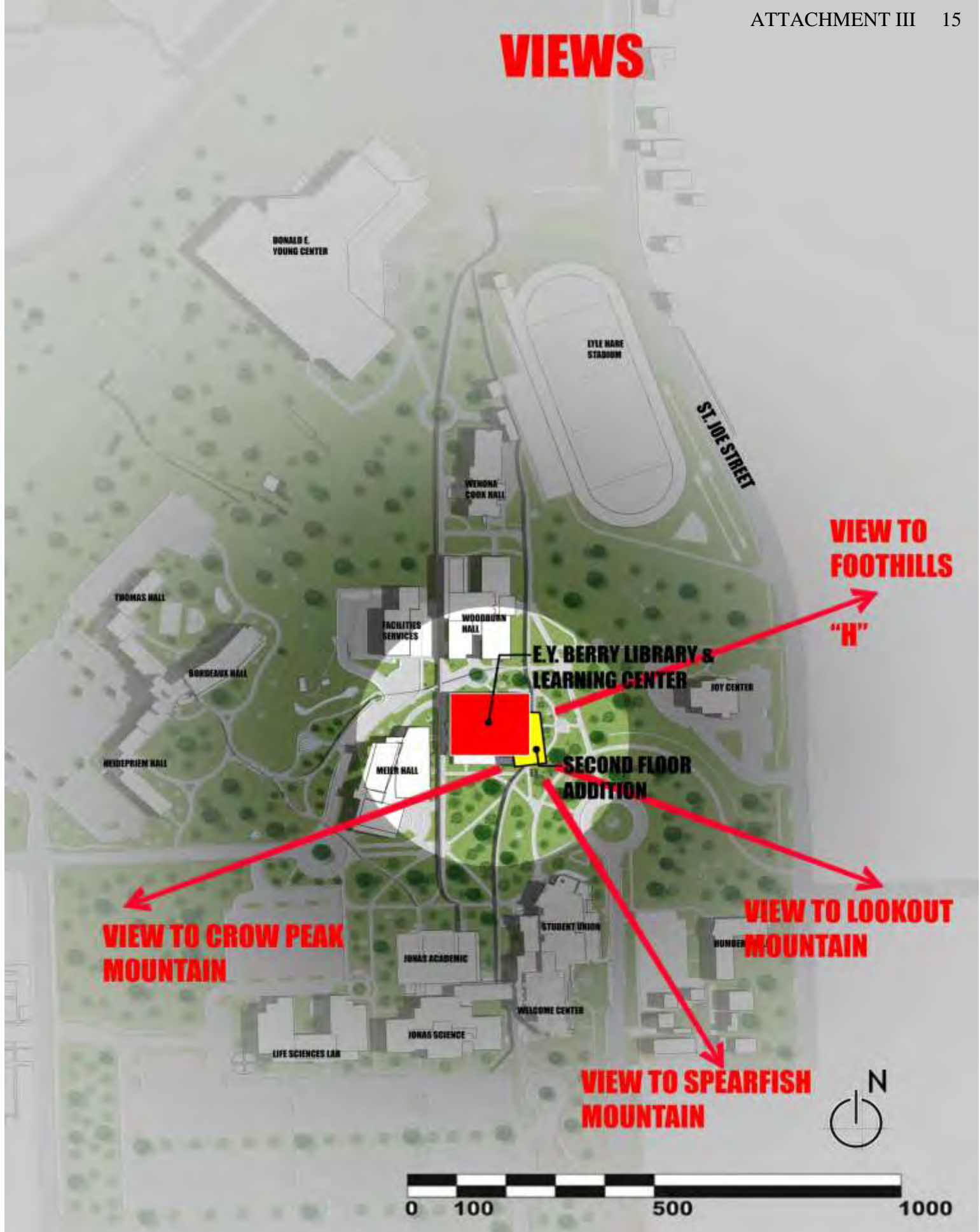


ENTRANCE POINTS

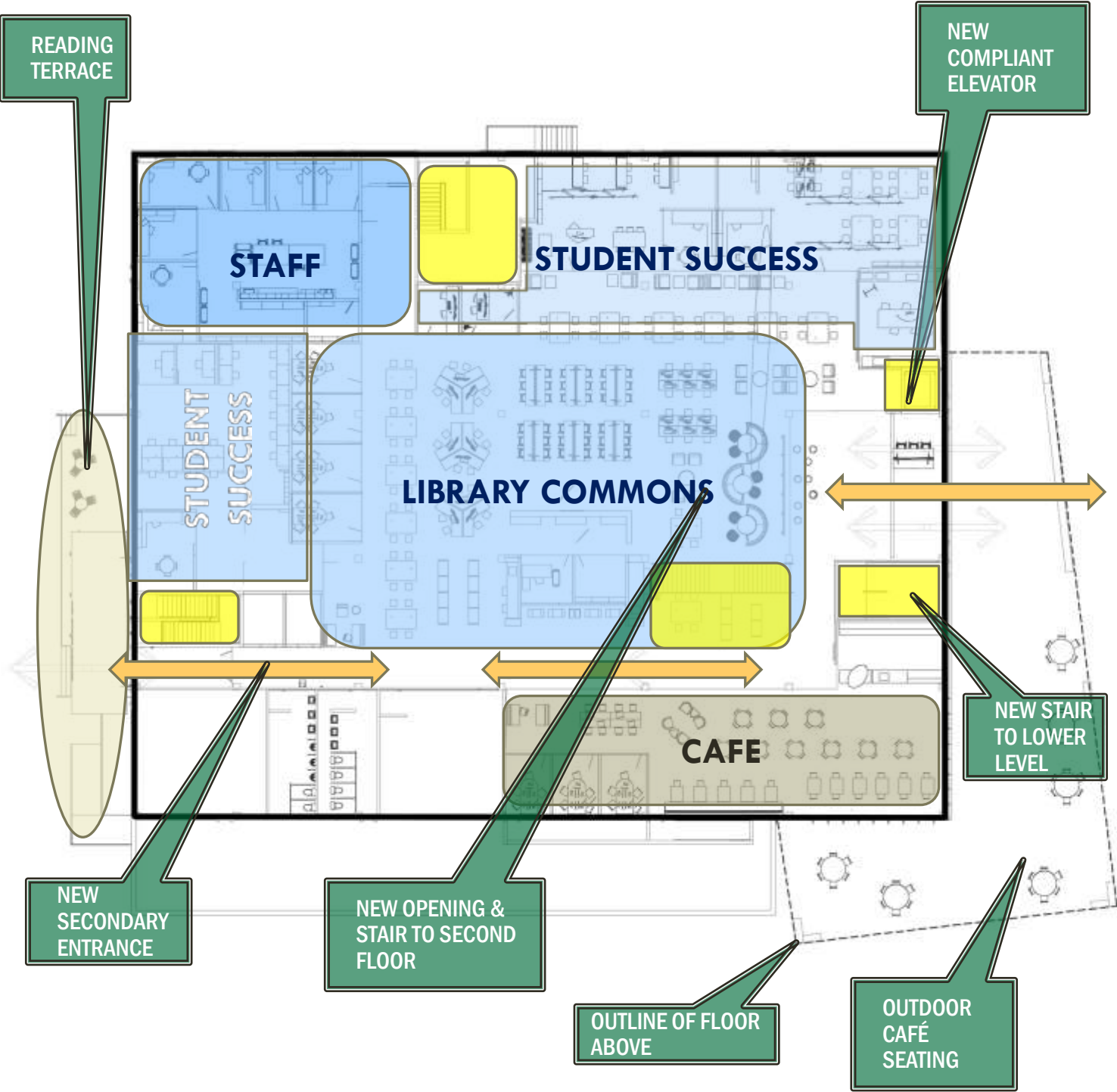


BHSU | BERRY LIBRARY | ENTRANCE POINTS

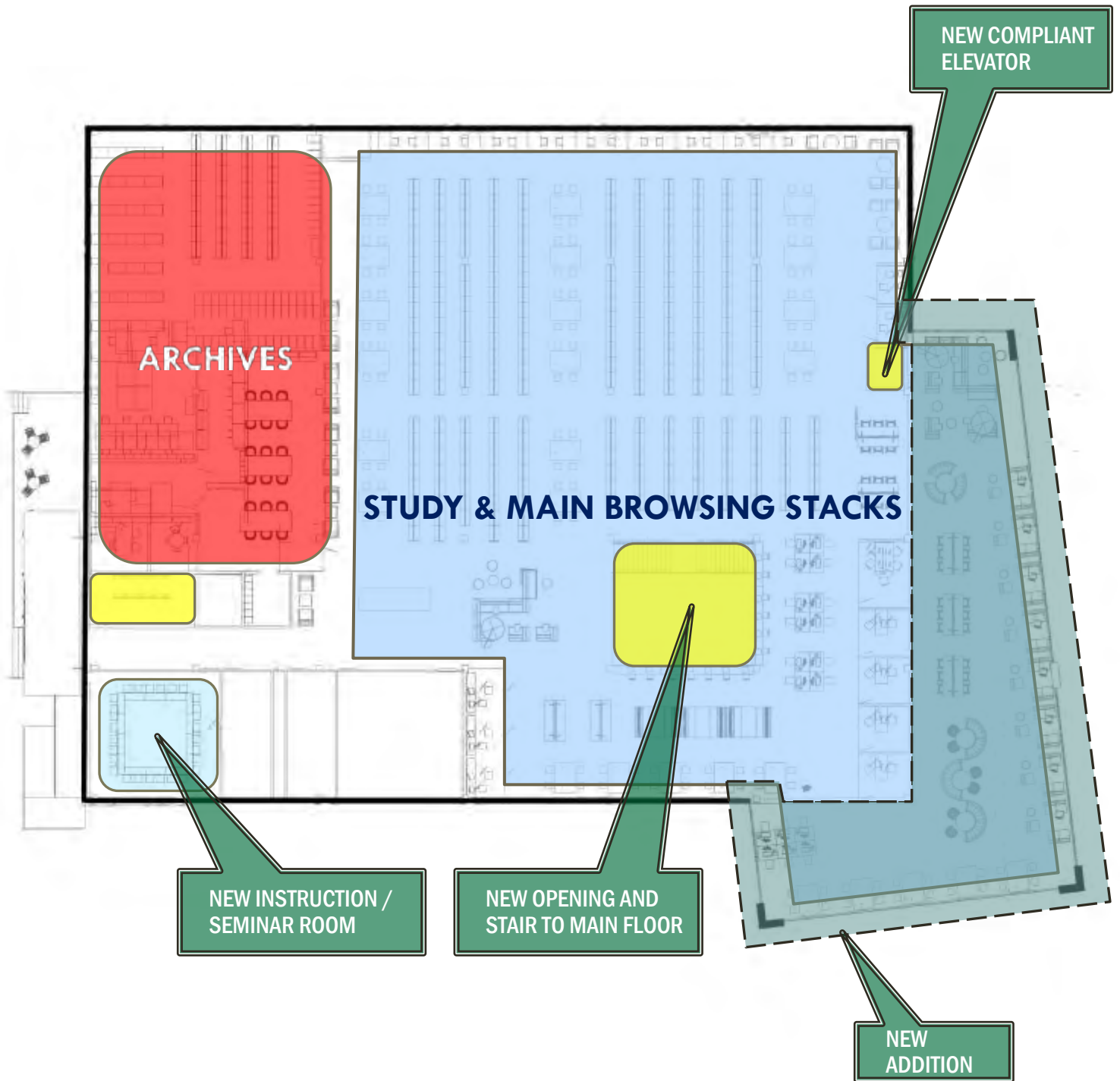
VIEWS

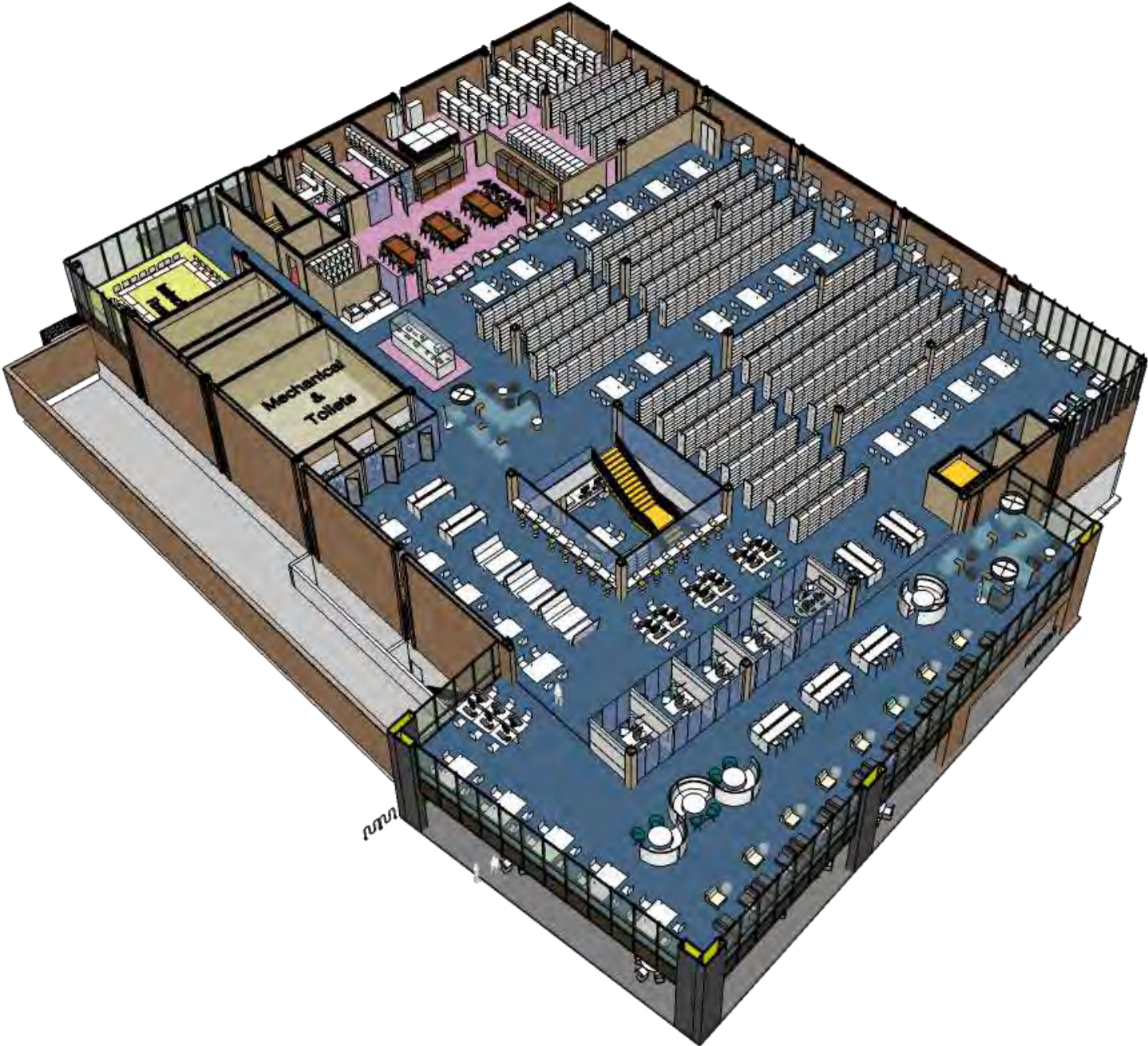


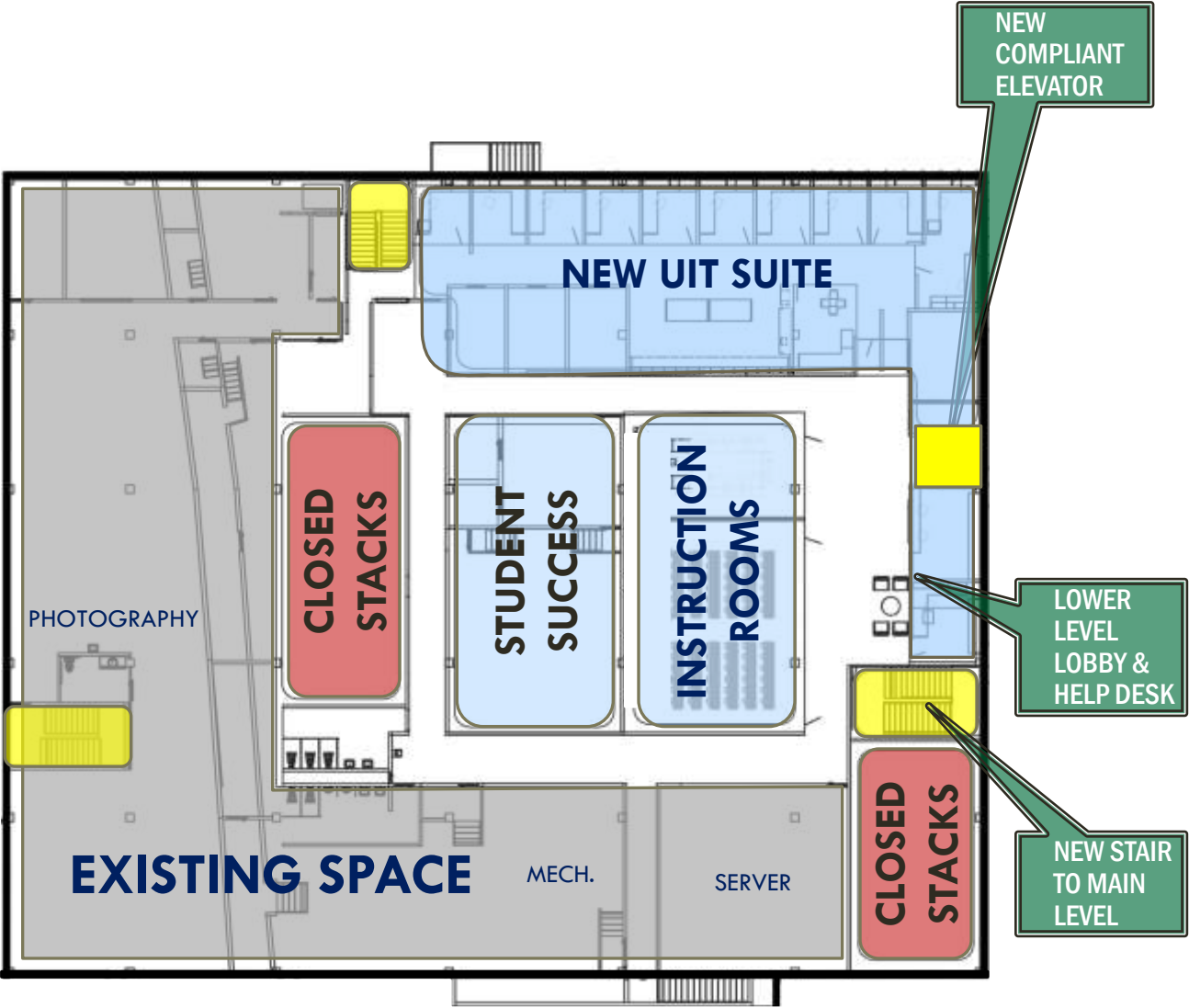














SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – G
DATE: December 11-12, 2019

SUBJECT

SD Mines Ascent Innovation Building Purchase and Renovation Preliminary Facility Statement (PFS)

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 5-14-1](#) – Classification of Capital Improvements

[SDCL 5-14-2](#) – Supervision by Bureau of Administration of Capital Improvement Projects – Payment of Appropriated Funds

[SDCL 5-14-3](#) – Preparation of Plans and Specifications for Capital Improvements – State Building Committees – Approval by Board or Commission in Charge of Institution

[BOR Policy 6:4](#) – Capital Improvements

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND/DISCUSSION

South Dakota School of Mines and Technology (SD Mines) is seeking approval to acquire the current Ascent Innovation building located on campus owned property. The facility will be used to house campus activities designed to foster entrepreneurship and economic development among students/faculty and grow both industrial funded applied research and basic research. The purchase of the facility will provide needed space to expand research and economic development for SD Mines and South Dakota.

IMPACT AND RECOMMENDATIONS

SD Mines requests approval of their Preliminary Facility Statement for the purchase and renovation of the Ascent Innovation building. This project will need legislative approval.

The project has an estimated cost of \$5.5M - \$3.5M for the purchase of the facility and \$2.0M for the renovations. The purchase will be funded by a bond issue to be paid back through overhead recovery funds. A request is being made for \$2.0M in state general funds for the renovations.

(Continued)

DRAFT MOTION 20191211_6-G:

I move to approve SD Mines' Preliminary Facility Statement for the acquisition, whether outright or through a lease-purchase arrangement, and renovation of the Ascent Innovation building, at a cost of \$3.5M for the acquisition to be funded with overhead recovery funds and \$2.0M for renovations to be funded through state general funds or other funds if general funds are unavailable, and to submit this project for legislative approval.

In the event of a lease-purchase agreement, the term shall not exceed five years and any payments will be credited towards the purchase price.

ATTACHMENTS

Attachment I – SD Mines Ascent Innovation Building Purchase and Renovation
Preliminary Facility Statement

South Dakota School of Mines & Technology Preliminary Facility Statement (PFS) **Ascent Innovation Building Purchase & Renovation**

1. General Programmatic Needs to be Addressed

The South Dakota School of Mines and Technology (SD Mines) is seeking to acquire the current Ascent Innovation building located on campus-owned property. The facility will be used to house campus activities designed to foster entrepreneurship and economic development among students/faculty and grow both industrial funded applied research and basic research.

Research success over the past 15 years at SD Mines has been significant. The research has resulted in a substantial increase in economic activity in the materials and manufacturing area connected with SD Mines.¹

- Before 2011, Mines was making 3-4 invention disclosures a year. Since 2012 we have averaged 15 a year. (An invention disclosure is the first step to a patent.)
- In the past 3 years alone, Mines has licensed 8 patented technologies to industry, and has submitted over 30 new patent applications.
- In the past 4 years, 9 companies in the materials and manufacturing area have spun out of the university.
- The Incubator on the SD Mines campus is currently host to 21 companies and has launched 20 others since its establishment in 2007.
- Mines has grown its engagement with entrepreneurs through an Entrepreneur-in-Residence program that currently has 40 participants. Several of these entrepreneurs have become CEOs of start-ups involving SD Mines technologies.
- In the last six years, SD Mines start-ups have won first place in the Governor's Giant Vision Competition four times and come in second twice. SD Mines students have also experienced great success, winning first place in the student division the last five years running.

The estimated required capital investment needed to acquire the Ascent Innovation facility is \$3.5 million with an additional \$2.0 million to renovate the spaces to accommodate the equipment needs. The facility is approximately 40,000 square feet and was built in 2006. The building has flexible space that will be provided to researchers as funds become available.

¹ Companies established with Mines technologies include VRC Metal Systems; Nanopareil, LLC; Innovative Materials and Processes, LLC; HF Webster; RPM & Associates; Flexible Robotic Environment, LLC; CALXAQUA, LLC; Black Hills Manufacturing Services; DarCEO; Nanocoatings, Inc.; and Endlas, LLC. In addition to start-ups, Caterpillar located a design center in Rapid City which employs over 90 engineers and technicians because of the SD Mines. The Research Centers at Mines also attract companies for collaboration. Current company partners in the materials and manufacturing area include Kaneka, Johns Manville, Continental Structural Plastics, PolyOne Corp., SGL Group, Teijin Co., Stratasys, Steelcase, MOOG, United Technologies, Lockheed Martin, Nordson-Xaloy, Boeing, American Axle, and Daktronics.

2. Analysis of the Student Body or Constituents Served

Many undergraduate students and the majority of graduate students participate in research activities on the SD Mines campus. Both equipment and instrumentation needed for the research are supported by numerous federal, state, and industry funded grants and contracts. SD Mines has a goal to increase research expenditures to \$25M by 2023, and additional space is needed to reach this goal.

3. Additional Services to be Offered

SD Mines proposes that the acquisition of the Ascent Innovation will support the expansion of national caliber research and economic development to SD Mines and South Dakota.

4. Compliance with Master Plan

The newly adopted master plan update includes the acquisition of the Ascent Innovation building as a part of the plan.

5. Analysis of Needs Assessment Based on the Facilities Utilization Report

While all of this research and economic activity associated with manufacturing and materials bodes well, *the most significant barrier to continued research growth is lack of space*. Mines has accommodated research growth in materials and manufacturing research through use of very low quality surplus space owned by the SD Mines Foundation, by leasing space, and by overcrowding research equipment. *In our nationally recognized composites research facility, we have stopped accepting any research awards that require more equipment space, even if the equipment is donated*. SD Mines can only continue to expand research in this high value area with sufficient and appropriate space to do the work.

6. Location



Figure 1. Location of Ascent Innovation.

7. Reallocation or Demolition of Old Space

It is anticipated that some leased spaces at the Technology Development Laboratory would partially move to this location.

8. Proposed Funding Source/Sources

We are requesting to bond \$3.5 million to be paid back through overhead recovery funds. In addition we are requesting that \$2 million of state general funds be requested through current legislation for the necessary renovations.

9. Budget for Development of a Facility Program Plan

Private funding through the SD Mines Foundation will be used for the development of the Facility Program Plan, if needed. The renovations will be less than the \$5M requiring a building committee.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – H

DATE: December 11-12, 2019

SUBJECT

SD Mines Stadium Renovation Preliminary Facility Statement (PFS)

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 5-14-1](#) – Classification of Capital Improvements

[SDCL 5-14-2](#) – Supervision by Bureau of Administration of Capital Improvement
Projects – Payment of Appropriated Funds

[SDCL 5-14-3](#) – Preparation of Plans and Specifications for Capital Improvements – State
Building Committees – Approval by Board or Commission in Charge of
Institution

[BOR Policy 6:4](#) – Capital Improvements

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND/DISCUSSION

South Dakota School of Mines and Technology (SD Mines) requests approval of its Preliminary Facility Statement (PFS) for the renovation of the north stadium buildings on campus. Renovation is necessary to provide more efficient and modern facilities that meet the needs of the campus and the Rapid City community. The building under the stadium grandstand was built in 1974 with no major improvements since that timeframe. The announcer and skybox area at the top of the stadium is not ADA accessible and does not provide for optimal viewing of sporting events. The current facility has one locker room and does not support male and female athletes or home and visiting teams.

IMPACT AND RECOMMENDATIONS

At this time, SD Mines believes construction costs will come in at less than \$5M. SD Mines requests that the building committee be assigned to allow them to select an architect using the Statements of Interest process with an approval by the building committee via phone. Funding may include Rapid City Vision funds, Rapid City Area School funds, maintenance and repair funds, and donations.

ATTACHMENTS

Attachment I – SD Mines Stadium Renovation Preliminary Facility Statement

DRAFT MOTION 20191211_6-H:

I move to approve SD Mines' Preliminary Facility Statement for the renovation of the stadium with an estimated cost not to exceed \$5,000,000 to be funded by other funds. A building committee representative should be appointed to oversee this project.

South Dakota School of Mines & Technology

Preliminary Facility Statement (PFS)

Stadium Renovation

1. General Programmatic Needs to be Addressed

The proposed renovation of the north stadium buildings will support the mission of the university by providing efficient and modern facilities that meet the needs of the campus and the Rapid City community. The building under the stadium grandstand was built in 1974 with no major improvements since that timeframe. The announcer and skybox area at the top of the stadium is not ADA accessible and does not provide for optimal viewing of sporting events. The current facility has one locker room and does not support male and female athletes or home and visiting teams. The football locker room that was added in 2007 is in good condition and will only require minimal changes.

2. Analysis of the Student Body or Constituents Served

The stadium facility is used by collegiate athletics, general student population for intramurals, ROTC, Rapid City Area Schools, and Rapid City emergency services (police and fire). Rapid City Area Schools rent the space for activities and the South Dakota State High School Track Meet is held at the facility every three years. Rapid City Area Schools pays for the use of the facilities annually.

3. Additional Services to be Offered

The renovation will provide facilities with appropriate locker room spaces to serve the university, Rapid City students and sporting officials. The current spaces must be winterized and are unable to be used year-round, so the spaces will be designed with the intent for year-round use. The plan will also review the addition of offices, bookstore space, and sporting event viewing spaces.

4. Compliance with Master Plan

The renovation of the stadium buildings are part of our current master plan.

5. Analysis of Needs Assessment Based on the Facilities Utilization Report

This is not applied to the facilities utilization report.

6. Location



Figure 1. Location of Stadium Building

7. Reallocation or Demolition of Old Space

Not applicable.

8. Proposed Funding Source/Sources

Funds for this project may include Rapid City Vision funds, Rapid City Area School funds, maintenance and repairs funds, and donations.

9. Budget for Development of a Facility Program Plan

Maintenance and Repair planning funds will be used to fund the Facility Program Plan. We do not know at this time if we will go over \$5 million in construction costs, but it most likely will be less than that amount. We request that a building committee be established and allow us to select an architect using the Statements of Interest process with an approval by the building committee via phone.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – I

DATE: December 11-12, 2019

SUBJECT

SDSU McFadden Biostress Preliminary Facility Statement (PFS)

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 5-14-1](#) – Classification of Capital Improvements

[SDCL 5-14-2](#) – Supervision by Bureau of Administration of Capital Improvement
Projects – Payment of Appropriated Funds

[SDCL 5-14-3](#) – Preparation of Plans and Specifications for Capital Improvements – State
Building Committees – Approval by Board or Commission in Charge of
Institution

[BOR Policy 6:4](#) – Capital Improvements

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND/DISCUSSION

South Dakota State University requests approval of its Preliminary Facility Statement (PFS) to plan a multiphase maintenance and repair project for upgrades to the lab exhaust systems of the McFadden Biostress building on campus.

As one of the largest facilities on campus, the McFadden Biostress buildings is also one of SDSU's largest consumers of energy. The current lab spaces have constant volume exhaust fans for each lab space and fume hood, with no energy recovery system currently in place. The proposed upgrades to the building's exhaust system will provide significant energy savings and operational improvements.

The basis of this project is to address M&R needs and upgrade the system to perform more efficiently and effectively like a modern lab system. This requires the replacement of the lab controls and exhaust system along with the addition of a heat recovery system. The building is 27 years old so the original equipment serving it is at the end of its useful life. There are two air handling units from the original phase of construction that serve lab

(Continued)

DRAFT MOTION 20191211_6-I:

I move to approve SDSU's Preliminary Facility Statement for the upgrade and renovation of the lab exhaust systems in the McFadden Biostress building at an estimated cost of \$5,000,000 to be funded by HEFF funds. A building committee representative should be appointed to oversee this project.

spaces with these individual exhaust fans. The project will consolidate these into a single lab exhaust system for each air handling unit that will include energy recovery that will transfer energy from the exhausted air into the incoming outside air supplied to the space.

IMPACT AND RECOMMENDATIONS

In addition to the reducing energy consumption on campus, faculty and students will have a modern and consistent indoor environment to support their teaching, learning, and research needs.

SDSU requests that the building committee approve the continuation of West Plains Engineering design services through the remainder of the project. They were selected through a competitive selection process under statutory requirements and have completed conceptual design services.

ATTACHMENTS

Attachment I –SDSU McFadden Biostress Preliminary Facility Statement

**PRELIMINARY FACILITY STATEMENT
FOR
MCFADDEN BIOSTRESS LAB EXHAUST UPGRADES
SOUTH DAKOTA STATE UNIVERSITY**

10-31-19

SDSU requests appointment of a building committee as this multiphase maintenance and repair project for upgrades to the lab exhaust systems at McFadden Biostress is expected to exceed \$5,000,000. We request that the building committee approve the continuation of West Plains Engineering design services through the remainder of the project. They were selected through a competitive selection process under statutory requirements and have completed conceptual design services.

A. GENERAL PROGRAMMATIC NEEDS TO BE ADDRESSED:

McFadden Biostress is one of SDSU's largest consumers of energy as it is one of the largest facilities on campus and includes a significant amount of lab space. The current lab spaces have constant volume, individual exhaust fans for each lab space and fume hood, with no energy recovery system. The combination of these creates an opportunity for significant energy savings and operational improvements through an exhaust upgrade project.

The basis of this project is to address M&R needs and upgrade the system to perform more efficiently and effectively like a modern lab system. This requires the replacement of the lab controls and exhaust system along with the addition of heat recovery. The building is 27 years old so the original equipment serving it is at the end of its useful life. There are two air handling units from the original phase of construction that serve lab spaces with these individual exhaust fans. The project will consolidate these into a single lab exhaust system for each air handling unit that will include energy recovery that will transfer energy from the exhausted air into the incoming outside air supplied to the space. Incorporating an energy recovery system into a 100% outside air lab ventilation system typically results in space conditioning energy savings of 35-45%. This will result in significant energy savings for the building and in turn the entire campus. The existing systems also do not have any remote monitoring or control, so maintenance personnel are not able to easily and quickly diagnose issues with the lab systems. This project will also replace the lab air valves which control the airflow in and out of the space. New valves will have better controls, providing a more comfortable and safer environment for occupants. An upgraded, modern system will have direct communication with the building automation system, allowing maintenance personnel to monitor and control

these spaces remotely to ensure temperatures and ventilation rates are being maintained.

A third air handling unit currently serves the office and classroom spaces in the building. This unit has a large ventilation load with no energy recovery so an energy recovery system will be explored for this unit as well. Though not as great as a lab ventilation system, there is potential for significant energy savings with this unit as well. The variable air volume boxes and controls of this system were upgraded during a previous phase so the needs in this area have been met.

B. ANALYSIS OF THE STUDENT BODY OR CONSTITUENTS TO BE SERVED:

Faculty and students will have more consistent indoor environments to support their teaching, learning, and research needs. They will also experience improved service from maintenance personnel due to the upgraded controls.

C. ADDITIONAL SERVICES TO BE OFFERED:

Various other control-type upgrades will be implemented where feasible with this project as well. Replacing pneumatic controls with electronic controls and incorporating modern energy-saving control sequences will all be explored with this project.

D. COMPLIANCE WITH CAMPUS MASTER PLAN:

The lab exhaust upgrades project at McFadden Biostress aligns with the campus master plan by reducing campus energy consumption and in turn lowering the average energy consumption per square foot across campus.

E. ANALYSIS OF NEEDS ASSESSMENT BASED ON THE FACILITIES UTILIZATION REPORT:

Facilities Utilization Report is not applicable to a lab exhaust upgrade project.

F. LOCATION:

The lab exhaust upgrades are located within the existing McFadden Biostress facility on the SDSU campus.

G. REALLOCATION OF OLD SPACE, IF ANY:

No reallocation of space will occur during this project.

H. PROPOSED FUNDING SOURCE/SOURCES:

As this is a maintenance and repair project for an academic facility, the project would be funded from Higher Education Facility Funds. The conceptual

estimates from West Plains Engineering indicate that this project will exceed \$5,000,000 in total project costs. The University is submitting the project as a capital improvement per requirements of BOR Policy 6.4. The scope and priorities noted above will be matched to the funding. The University requests the West Plains Engineering be retained for full design services.

I. BUDGET FOR DEVELOPMENT OF A FACILITY PROGRAM PLAN:

West Plains Engineering, an engineering firm which specializes in lab exhaust systems, has been selected to develop the schematic design for the project. The estimated cost for schematic design and design development services for this project is approximately \$200,000. The funding source for these services provided to date and future services is HEFF #3H1903.

End of Preliminary Facility Statement

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – J

DATE: December 11 - 12, 2019

SUBJECT

BOR Policy 4:15 – Leave Revisions (First Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL Chapter 3-6C](#)

[ARSD Chapter 55:09:04](#)

[COHE Agreement](#)

BACKGROUND / DISCUSSION

BOR Policy 4:15 is being revised to updated it to align with the Family and Medical Leave Act (FMLA), SD Codified Law (SDCL) and SD Administrative Rules (ARSD) changes related to sick leave usage following the birth or placement of a child for adoption or foster care. In addition, there were changes made to add clarification and remove unnecessary language. The substantive revisions being proposed are outlined below:

1. Updated references to SDCL and ARSD;
2. Removed of examples from the policy;
3. Updated definitions to align with Family and Medical Leave Act (FMLA) definitions;
4. Updated the qualifying events to align with FMLA;
5. Added language consistent with the state of South Dakota related to use of additional sick leave usage when medically necessary at the birth of a child;
6. Updated the policy title, and terms throughout the policy to provide clarity and consistency;
7. Clarified the process for medical certification;
8. Added negotiated changes to the sabbatical section related to the maximum salary while on sabbatical leave.

IMPACT AND RECOMMENDATION:

Approve the first reading of the proposed changes to BOR Policy 4:15.

DRAFT MOTION 20191211_6-J:

I move to approve the first reading of the proposed revisions to BOR Policy 4:15 as outlined in Attachment I.

ATTACHMENTS

Attachment I – Proposed revisions to BOR Policy 4:15.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Medical Leave and Leaves of Absence

NUMBER: 4:15

A. PURPOSE

To outline the policy for employees on leave related to the Family and Medical Leave Act and other leaves of absence available to employees.

~~Please see Human Resources for more information regarding the Family Medical Leave Act. Anything not included in this policy that is covered by federal or state regulations will be adhered to according to the law.~~

B. DEFINITIONS

~~1. **Benefit:** Employees eligible for family medical leave are entitled to twelve (12) weeks of paid or unpaid leave due to a serious health condition, birth or adoption of a child, and for the care of a child, spouse, or parent who has a serious health condition. The use of paid leave must comply with SDCL 3-6-6, 3-6-7, and 3-6-8.~~

~~2. **12-month period:** The 12-month period is defined as a measuring forward period from the date of an employee's first qualifying event. For example, an employee has a child on April 1; therefore, the 12-month period is April 1 through March 31.~~

~~3. **Health Care Provider:** A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of South Dakota, or any person determined by the U.S. Secretary of Labor to be capable of providing health care services.~~

~~4. **Intermittent Leave:** This is leave taken in separate periods of time due to a single illness or injury, rather than for a continuous period of time. It may include leave periods from one hour or more to several weeks. Examples include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of months, such as for chemotherapy.~~

~~5. **Institution:** Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines & Technology, South Dakota State University, South Dakota School for the Blind and the Visually Impaired, State School for the Deaf, University of South Dakota, and the Office of the Executive Director.~~

~~6. **Parent:** The biological, adoptive, step or foster parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. ~~This is a person who is the biological parent of the employee or an individual who stands or stood in as a parent to an employee when the employee was a child.~~~~

~~7.6.~~Reduced Leave Schedule: This is a leave schedule that reduces the usual number of hours per workweek or workday of an employee.

~~8.7.~~Serious Health Condition: This is defined as an illness, injury, impairment, or physical or mental condition that involves:

~~8.1.~~**7.1.** Any period of incapacity or treatment in connection with or consequent to inpatient care in a hospital, hospice, or medical care facility;

~~8.2.~~**7.2.** Any period of incapacity requiring absence from work, school, or other regular activities, of more than three calendar days, that also involves continuing treatment by a health care provider, or continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; and for prenatal care. The term is not intended to cover short-term conditions in which treatment and recovery are brief. These conditions are covered by the usual sick leave policy.

~~9.8.~~Son or Daughter: This is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in for the parent, who is under 18 years of age. It includes others who may be older if the son or daughter is not capable of self-care due to a mental or physical disability. A person who stands in as a parent includes a person who has the day-to-day responsibility to care for and financially support a child. In the case of an employee, this includes the person who had that responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

~~10.9.~~Spouse: A spouse is a husband or wife as defined or recognized under state law for the purposes of marriage. South Dakota does not recognize common law marriage.

C. POLICY

Employee Eligibility Requirements

- 1.1. The employee must have worked at least twelve (12) months for the state.
- 1.2. If the employee is subject to the overtime provisions of the Fair Labor Standards Act, the employee must have worked at least 1250 hours, excluding overtime, during the 12-month period immediately prior to the date the leave would begin

2. Qualifying Events Eligible for Family Medical Leave

- 2.1. The birth or the care of the employee's newborn child;
- 2.2. The placement with the employee of a child for adoption or foster care;
- 2.3. The care of the employee's spouse, child, or parent with a serious health condition;
~~and~~
- 2.4. The serious health condition of the employee that leaves the employee unable to perform the functions of his or her job; or,
- ~~2.4.~~2.5. For any qualifying exigency arising out of the fact that a spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status.

3. Length of Leave

3.1. Employees eligible for family medical leave are entitled to a total of twelve (12) weeks of family medical leave during the course of each 12-month period; however, employees utilizing family medical leave for the birth of a child, for the placement for adoption of a child in their home, or to provide foster care of a child can use only twelve (12) weeks for that purpose within one year of the date of birth or placement of the child.

3.2. An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness when the employee is the spouse, son, daughter, parent, or next of kin of the service member.

~~3.1.3.2.1.~~ An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reasons during the single 12-month period.

3.3. Employees are able to take leave through a reduced schedule or for intermittent periods for their personal serious health conditions or to care for the employee's sick family member.

~~3.2.3.3.1.~~ However, if leave is taken due to the birth of a child or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced schedule only with supervisory approval. ~~the approval of his/her supervisor.~~

3.4. Employees are not eligible for more than twelve (12) weeks of protected leave status as required by FMLA.

~~3.3.3.4.1.~~ With approval, ~~A~~ additional leave may be granted to employees beyond the amounts mandated by the Family Medical Leave Act. However, Board policies, SD codified law (SDCL), and administrative rules (ARSD) ~~and CSA rules~~ governing leaves-continue to apply.

4. Coordination of Family Medical Leave With Other Leave Benefits

4.1. Consistent with state law, Board policy, and the administrative rules governing leave usage, family medical leave is not necessarily paid leave. ~~BHR and the SDBOR~~ The Board requires all employees to use sick leave, annual leave, and/or personal leave for the qualifying event of a serious health condition for self and personal leave and/or annual leave for any other qualifying event. The use of paid leave must comply with SDCL Chapter 3-6C.3-6-6, 3-6-7, and 3-6-8.

4.2. It is the practice that any eligible employee, as defined by the state, may take up to six weeks accumulated sick leave within one year of the birth or placement of a child for adoption or foster care. ~~up to six (6) weeks of sick leave immediately following the birth or adoption of a child.~~

~~4.2.4.2.1.~~ When medically necessary, a birth mother may use additional accumulated sick leave upon providing documentation from a health care provider and provided to the human resources office at the institution.

- 4.3. In accordance with SDCL and ARSD, employees may be allowed to receive donated leave after all other leave has been exhausted.

~~4.4. At no time will an employee be eligible for more than the allotted 12 weeks approved by federal law for the purpose of FMLA; however, with approval employee could utilize a leave of absence beyond the 12 weeks depending upon the circumstance.~~

5. Notification

- 5.1. Employees must provide their supervisor with at least 30 days notification if the family medical leave event is foreseeable. Typical foreseeable events are the birth or adoption of a child or the planned medical treatment for a serious health condition of the employee or the employee's family member. If the need for the leave is not foreseeable due to a change in circumstances or due to an emergency, the notice must be given as soon as practicable. Notice may be verbal, but a written request must be submitted to the supervisor to comply with record keeping requirements.

5.2. If an employee does not give timely advance notice of the need for family medical leave that is foreseeable, the employee's supervisor may deny the leave request until thirty (30) days after the employee provides the notice.

~~5.2.~~ 5.3. The institutional human resources office will inform the employee and supervisor when an FMLA event has been approved.

6. Medical Certification

- 6.1. ~~The supervisor may, after consulting~~In consultation with ~~Human~~the human Resources~~resources department,~~ the institution may require that the employee certify through a physician that a serious health condition does exist. ~~If requested,~~ the ~~The~~ employee will have a reasonable time period (in most cases 15 days) in which to supply such certification. Employee may lose eligibility of the Family Medical Leave Act if proper certification is not completed prior to onset of leave or within 15 days of the onset of the serious health condition. This certification shall contain the following:

- 6.1.1. The date when the serious health condition began,
- 6.1.2. The probable duration of the condition,
- 6.1.3. The appropriate medical facts within the knowledge of the health care provider regarding the condition,
- 6.1.4. If the leave is due to the employee's serious health condition, the certificate must include a statement that the employee is unable to perform the functions of his or her position,
- 6.1.5. If planned medical treatment is the reason for the leave and employee wants intermittent leave or leave on a reduced time schedule, the date when the treatment begins and the estimated duration of the treatment,
- 6.1.6. If the leave request is necessitated by a serious medical condition of the employee or the employee's child, spouse or parent, the certificate shall state

that there is a medical necessity for the leave and an estimate of how long the leave will be, and

6.1.7. Date and Signature of Health Care Provider.

6.2. The employee may be required to obtain a second opinion at the institution's ~~employer's~~ cost from a second health care provider of the institution's ~~employer's~~ choice. If the second opinion conflicts with the first opinion, the ~~employer~~institution may request a third opinion at the institution's ~~employer's~~ cost. The ~~employer~~institution and the employee must jointly agree on the person providing the third opinion. The third opinion is final and binding.

~~6.3. If an employee has suffered from a serious health condition which would prevent the employee from performing the essential functions of the employee's job or which would jeopardize workplace safety, the supervisor may, after consulting with Human Resources, require medical certification before reinstating the employee.~~

6.3. The ~~employer~~institution may request additional medical certifications as deemed necessary and in compliance with FMLA.

6.4. The human resources department will review FMLA certification documents and issue approval notices.

7. Benefits

7.1. Employees utilizing family medical leave will be allowed to continue to participate in the state health insurance plan as if the employee were not on leave. The institution will continue to pay the amount necessary to continue the employee's personal health insurance coverage on the same basis while the employee is participating in the leave program. However, the employee will be required to pay the amount needed to continue coverage beyond that provided as part of the institution ~~state benefit package~~paid health benefits.

7.2. If the state provides a new health plan or revises the health plan during the employee's family medical leave, the employee is entitled to change his/her benefit selections just as if the employee were continuously employed.

7.3. If an employee does not return from a family medical leave, the ~~state~~institution is entitled to recover the health premiums paid on behalf of the employee. However, ~~a campus~~an institution may not recover its share of the employee's health plan premium if the employee does not return to work due to the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control. ~~A campus~~The institution may not recover its share of health insurance premiums for any period of FMLA leave covered by paid leave.

7.4. Employees on an unpaid leave will not accrue sick or annual leave ~~benefits~~.

8. Returning From Family Medical Leave

8.1. Upon returning to work from a family medical leave, an employee is entitled to the same or equivalent position. An equivalent position must have the same pay, benefits and working conditions, including privileges, perquisites, and status. It must involve

the same or substantially similar duties and responsibilities, which must entail substantially equivalent skill, effort, responsibility, and authority.

- 8.2. Employees on family medical leave have no greater entitlements to continued employment or benefits than they would have had if they remained continuously employed during the family medical leave period.
- 8.3. ~~Employer~~[Institution](#) may request a return-to-work certificate to ensure employee is able to perform the essential functions of the position.

9. Extended Leave of Absence

Leave of absence without pay may be granted to faculty or other Regental employees for one (1) year, with an allowable extension not to exceed one (1) additional year for educational reasons, employment, or experiences that would be of benefit to individuals, their disciplinary area, or administrative assignment at the institution, or in order to hold political office.

10. ~~Employer~~[Institution](#)-Paid Group Insurance for Employees on Leave Without Pay or Temporary Reduction to Less than Full-Time Employment

- 10.1. Employees granted leave without pay or a temporary reduction to less than full-time employment for one (1) month or more shall continue to have the employee's share of the group health/life/ADD (Accidental Death and Dismemberment) paid for by the ~~employer~~[institution](#) for up to a total of three (3) months per leave without pay or temporary reduction. An employee granted a leave or temporary reduction that exceeds these conditions shall be required to continue group health/life/ADD coverage if they have not been allowed to opt out of the state of South Dakota group health insurance plan by the Bureau of Human Resources. If the employee has not opted out of the health plan, the institution has the option to pay the premiums on behalf of the employee or to require that the employee make the premium payments as a condition of granting the leave without pay request.
- 10.2. Nine, ten or eleven month employees who have contracts and/or letters of intent and/or letters of notification of employment for the following year shall continue to have their share of the premium paid for by the ~~employer~~[institution](#) for the non-appointment period.
- 10.3. ~~NOTE:~~ Only those leave without pay periods or temporary reductions to less than full-time employment that are of one (1) month or more duration are considered under this policy.

11. Sabbatical, Faculty Member Improvement and Career Redirection Leaves

- 11.1. [At the discretion of the Board](#), ~~A~~[a](#) faculty member may be granted sabbatical leave after six (6) or more consecutive years of full-time employment in the system. A faculty member may be granted faculty member improvement or career redirection leave after three (3) consecutive years of full-time employment in the system. Approval for such leave shall be contingent upon the faculty member presenting plans for formal study, research, or other experiences which are designed to improve the quality of service of the faculty member to the institution, to the Board and to the State of South Dakota.

- 11.2. The number of all faculty member improvement, career redirection or sabbatical leaves granted by an institution during any fiscal year shall not exceed five percent (5%) of the faculty members or one (1) FTE, whichever is greater, in any one (1) year.
- 11.3. Sabbatical leave for nine (9) month faculty members shall be for not more than two (2) semesters at one-half the salary which would have been paid had the faculty member been on full-time employment, or not more than one (1) semester at the full salary which would have been paid had the faculty member been on full-time employment.
- 11.4. Sabbatical leave for twelve (12) month faculty members shall be for not more than twelve (12) months at one-half the salary which would have been paid on full-time employment, or not more than six (6) consecutive months at the full salary which would have been paid on full-time employment.
- 11.5. Faculty member improvement or career redirection leave for nine (9) month faculty members shall be for not more than two (2) semesters at eight percent (8%) of the salary which would have been paid on full-time employment for each full academic year of consecutive full-time service, up to a maximum of fifty percent (50%) of salary when considering all funding sources flowing to or through an institution, or not more than one (1) semester at sixteen percent (16%) of the salary which would have been paid on full-time employment, for each full academic year of consecutive full-time service, up to a maximum of one hundred percent (100%) of salary, for each year of consecutive service.
- 11.6. Faculty member improvement or career redirection leaves for twelve (12) month faculty members shall be for not more than twelve (12) months at eight percent (8%) of the salary which would have been paid on full-time employment, for each full year of consecutive full-time service, up to a maximum of fifty percent (50%) of salary, or not more than six (6) consecutive months at sixteen percent (16%) of the salary which would have been paid on full-time employment, for each full year of consecutive service up to a maximum of one hundred percent (100%) of salary.
- 11.7. All faculty members receiving faculty member improvement, career redirection, or sabbatical leave are required to return to the institution granting the leave for at least two (2) academic years of full-time service or to refund the full salary and institutional costs of fringe benefits received while on leave. If a faculty member returns, but fails to perform the full two (2) years return-to-service obligation, then the repayment obligation shall be prorated. Should the faculty member return but fail to fulfill the full two-year service requirement, the amount to be reimbursed shall be pro-rated and shall be due one (1) calendar year from termination. Any repayment obligation which remains unpaid after falling due shall accrue interest at an annual rate equal to the monthly average prime rate of interest offered by the ~~First Bank~~ Wells Fargo Banks System, or its successor, during the leave period plus two percentage points. A faculty member who cannot perform return-to-service obligations due to death or permanent and total disability or reduction in force shall be released of all repayment obligations. Determination of whether a faculty member is to be considered disabled shall be made by the Board.

- 11.7.1. At the request of the faculty member and the president of the university supporting the sabbatical, faculty member improvement, or career redirection leave, the Board may transfer all or part of the repayment obligation to another campus within the system.
- 11.7.2. Universities recruiting faculty members may not expend funds to assist faculty members in meeting financial commitments related to sabbatical, faculty member improvement, career redirection, or similar leave service repayment obligations.
- 11.7.3. At the request of the president of the university, the Board may waive some or all of the return-to-service obligations or some or all of the repayment obligation when the Board determines that such waiver is in the best interest of the institution.
- 11.8. All faculty members, upon return from faculty member improvement, career redirection, or sabbatical leave shall be returned to their former positions or be assigned to positions of like nature and status and shall be granted increment increases that were given during their leave. They may be considered for merit increases as if they had served at the institution during such period. They shall maintain tenure, insurance benefits, accumulated sick leave, and all other accrued benefits. While employees are on sabbatical, improvement or career redirection leaves the following policies shall apply:
 - 11.8.1. Employees shall neither accrue nor use sick and/or annual leave.
 - 11.8.2. The full cost of health and life insurance shall continue to be paid by the Regents for the employee. Dependent health and life and supplemental life may be continued if paid by the employee.
 - 11.8.3. Participation in the South Dakota Retirement System. Employees should refer to the South Dakota Retirement System for information. Employees can go to the following web site for participation information: www.sdrs.sd.gov or the employee can refer to SDCL 3-12-85.1
- 11.9. The following criteria shall be considered in selecting the candidates for faculty member improvement, career redirection or sabbatical leave:
 - 11.9.1. The merit of the objectives as they relate to improving the instructional program and enhancing the professional growth of the applicant, and where other institutions are involved, evidence of acceptance of the faculty member's program or project by the institution offering the advanced study or research.
 - 11.9.2. Years of experience in the system.
 - 11.9.3. Previous leaves.

12. Exempt Employee Professional Development Leave

- 12.1. An exempt employee may be granted a professional development leave after (3) consecutive years of full-time employment in the system. Approval for such leave shall be contingent upon the employee presenting plans for formal study, research, or other experiences which are designed to improve the quality of service of the employee to the institution, the Board and the State of South Dakota. For purposes

of this section, an exempt employee is a person who is exempt from the Civil Service system and who does not carry continuing faculty rank.

- 12.2. Exempt employee professional development leave shall be for not more than twelve months (12) at eight percent (8%) of the salary which would have been paid on full-time employment for each full year of consecutive full-time service, up to a maximum of fifty percent (50%) of salary, or not more than six months (6) at sixteen percent (16%) of the salary which would have been paid on full-time employment for each year of consecutive full-time service, up to a maximum of one hundred percent (100%) of salary.
- 12.3. All exempt employees receiving professional development leave are required to return to the institution granting the leave for at least two (2) years of full-time service or to refund the full salary and institutional costs of fringe benefits received while on leave. If an employee returns, but fails to perform the full two (2) years return-to-service obligation, then the repayment obligation shall be prorated. Should the employee return but fail to fulfill the full two-year service requirement, the amount to be reimbursed shall be pro-rated and shall be due one (1) calendar year from termination. Any repayment obligation which remains unpaid after falling due shall accrue interest at an annual rate equal to the monthly average prime rate of interest offered by the First Bank system during the leave period plus two percentage points. An employee who cannot perform return-to-service obligations due to death or permanent and total disability or reduction in force shall be released of all repayment obligations. Determination of whether an employee is to be considered disabled shall be made by the Board.
- 12.4. All exempt employees, upon return from professional development leave, shall be returned to their former positions or be assigned to positions of like nature and status and shall be granted increment increases that were given during their leave. They may be considered for merit increases as if they had served at the institution during such period. They shall maintain insurance benefits, accumulated leave, and all other accrued benefits. While employees are on leave the following policies shall apply:
 - 12.4.1. Employees shall neither accrue nor use sick and/or annual leave.
 - 12.4.2. The full costs of health and life insurance shall continue to be paid by the Regents for the employee. Dependent health, life, and other optional benefits may be continued if paid by the employee.
 - 12.4.3. Participation in the South Dakota Retirement System. Employees should refer to the South Dakota Retirement System for information. Employees can go to the following web site for participation information: www.sdrs.sd.gov or the employee can refer to SDCL 3-12-85.
- 12.5. The following criteria shall be considered in selecting the candidates for professional development leave:
 - 12.5.1. Needs of the department and institution.
 - 12.5.2. The merit of the objectives as they relate to the enhancement of the professional growth of the applicant.

12.5.3. Years of experience in the system.

12.5.4. Previous leaves.

FORMS / APPENDICES:

None

SOURCE:

BOR August 1979, P. 1226, BOR February 1980; BOR August 1987; BOR August 1979, P. 1226; BOR August 1987; BOR August 1987; April 1988; September 1992; BOR October, 1992; BOR May 1993; BOR October 1993; BOR March 1994; BOR June 1994; BOR March 1997; BOR March 2004; BOR October 2004; BOR May 2006; BOR August 2016; [BOR April 2020](#).

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – K

DATE: December 11-12, 2019

SUBJECT

2020 Board Sponsored Legislation

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 13-51-1](#) – Legislative approval for facilities

[BOR Policy 6:10](#) – Legislative Authorization of Private or Grant Funded Facilities

[BOR Policy 1:12](#) – State Relations

BACKGROUND/DISCUSSION

The following bills have been developed for the Board's review:

Black Hills State University

Update 2012 Ten-Year Plan for E.Y. Berry Library Renovation

An Act to authorize the Board of Regents to contract for the design, renovation of, and addition to, the E.Y. Berry Library on the campus of Black Hills State University and to make an appropriation therefor. This bill modifies the 2012 Ten-Year Plan to increase the project cost of the library renovations from \$4.5M to \$9.4M and add 5,000 GSF to the building. The majority of the investment is funded through HEFF funds from FY20 – FY22 and M&R bond funds will complete the funding package.

South Dakota School of Mines & Technology

Addition to Devereaux Library

An Act to authorize the Board of Regents to contract for the design, renovation of, and addition to, the Devereaux Library on the campus of the South Dakota School of Mines and Technology (SD Mines) and to make an appropriation therefor. This bill allows SD Mines to renovate the Devereaux Library, increasing the area of the facility by nearly 2,500 sq. ft.

(Continued)

DRAFT MOTION 20191211_6-K:

I move to authorize the Executive Director to (1) submit the proposed bills and make such modifications or amendments to the bills as are necessary and appropriate, provided such modifications or amendments do not change the fundamental purpose of the legislation, and (2) submit such additional legislation as may be necessary and appropriate, upon concurrence of a majority of the executive committee.

Purchase Ascent Innovation Building

An Act to authorize the Board of Regents to acquire real property in Pennington County for the use and benefit of the South Dakota School of Mines and Technology and to make an appropriation therefor. This bill allows for SD Mines to acquire the existing Ascent Innovation building located on the university campus for an amount not to exceed the appraised value, either through an outright purchase or a lease-purchase agreement. In the event of a lease-purchase scenario, the term will not exceed 5 years and any lease payments would be credited towards the purchase price. The fund source is from grants overhead revenue.

University of South Dakota

Update 2012 Ten-Year Plan for Allied Health Facility

An Act to authorize the Board of Regents to contract for the construction of an Allied Health Facility and the demolition of Julian Hall and the Julian Hall Addition at the University of South Dakota and to make an appropriation therefor. This bill modifies the 2012 Ten-Year Plan to redirect the \$7.5M of HEFF bond funds from Dakota Hall to the new Allied Health Facility. The new 45,000 square foot facility would cost \$22M - funded by \$5M of state appropriations, \$5M of HEFF M&R bond funds, \$7.5M of HEFF bond funds, and \$4.5M from local and private funds. USD is also seeking authorization to demolish Julian Hall and Julian Hall Addition as part of the project.

Demolish Three Grounds Facilities Buildings

An Act to authorize the Board of Regents to demolish three storage structures and contract for the construction of a Grounds Facility at the University of South Dakota, and to make an appropriation therefor. This bill authorizes USD to demolish three storage facilities and erect a new 12,000 square foot grounds facility. The estimated cost is \$480,000. The fund source is from other local funds.

Build New Facilities Buildings

An Act to authorize the Board of Regents to contract for the construction of a Facilities Building at the University of South Dakota and to make an appropriation therefor. This bill authorizes USD to erect a new 30,000 square foot grounds facility complete with loading dock to accommodate the shipping/receiving, loading/unloading and proper storage of the supplies, materials and equipment utilized in the care and maintenance of the Vermillion campus. The estimated cost is \$1.5M. The fund source is from other local funds.

Board Office

HEFF M&R Bonding

An Act to authorize the South Dakota Building Authority to issue revenue bonds to provide for maintenance and repair on facilities controlled by the Board of Regents and to make an appropriation therefor. This bill authorizes the Regental System to debt finance \$24.5M in M&R projects, assuming support by the Governor.

IMPACT AND RECOMMENDATIONS

With approval, Board office staff will introduce the Board-sponsored legislation in substantively similar form to those contained in the attachments and work with members of the Legislature and the Governor's office to have the legislation become law.

ATTACHMENTS

Attachment I – BHSU Update 2012 Ten-Year Plan for E.Y. Berry Library Renovation

Attachment II – SD Mines Addition to Devereaux Library

Attachment III – SD Mines Purchase of Ascent Innovation Building

Attachment IV – USD Update 2012 Ten-Year Plan for Allied Health Facility

Attachment V – USD Demolition of Three Grounds Facilities Buildings

Attachment VI – USD to Build New Facilities Buildings

Attachment VII – Board Office HEFF M&R Bonding

**STATE OF SOUTH DAKOTA
NINETY-FIFTH SESSION
LEGISLATIVE ASSMEBLY, 2020**

BILL NO.

Introduced by:

FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to contract for the design, renovation of, and addition to, the E.Y. Berry Library on the campus of Black Hills State University and to make an appropriation therefor.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. Section 1. The Board of Regents may contract for the design, renovation of, and construction of an addition to, E.Y. Berry Library, on the campus of Black Hills State University, with furnishings and equipment including heating, air conditioning, plumbing, water, sewer, electric facilities, sidewalks, parking, landscaping, architectural and engineering services, asbestos abatement, and other services or actions as may be required to accomplish the project for an estimated cost not to exceed nine million three hundred and seventy-two thousand two hundred and forty-five dollars (\$9,372,245), subject to permitted adjustments pursuant to section 3 of this Act.

Section 2. There is hereby appropriated from the higher education facilities fund allocable to Black Hills State University for the purposes of maintenance and repair to address the portion of the project that would otherwise involve maintenance and repair projects, the sum of six million three hundred and seventeen thousand two hundred and forty-five dollars (\$6,317,245), or so much thereof as may be necessary; the sum of three million dollars (\$3,000,000), or so much thereof as may be necessary, from revenue bonds authorized by

subdivision (1) of section 2 of chapter 107 in the 2012 Session Laws; and the sum of fifty-five thousand dollars (\$55,000), or so much thereof as may be necessary, from other fund expenditure authority to the Board of Regents for the purposes authorized in section 1 of this Act and permitted adjustments pursuant to section 3 of this Act.

Section 3. The cost estimates contained in this Act have been stated in terms of 2019 values. The Board of Regents may adjust such cost estimates to reflect the inflation as measured by the Building Cost Index, reported by the Engineering News Record and additional expenditures required to comply with regulations adopted after the effective date of this Act. However, any adjustments to construction cost estimates for the project may not exceed one hundred twenty-five percent (125%) of the estimated project construction cost stated in section 1 of this Act.

Section 4. The South Dakota Building Authority may finance the E.Y. Berry Library project, including the issuance of revenue bonds not to exceed a total of five million four hundred thousand dollars (\$5,400,000), in accordance with this Act and chapter 5-12.

Section 5. The executive director of the Board of Regents shall approve vouchers, and the state auditor shall draw warrants to pay expenditures authorized by this Act.

Section 6. Any amounts appropriated in this Act not lawfully expended or obligated shall revert in accordance with the procedures prescribed in chapter 4-8.

**STATE OF SOUTH DAKOTA
NINETY-FIFTH SESSION
LEGISLATIVE ASSMEBLY, 2020**

BILL NO.

Introduced by:

FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to contract for the design, renovation of, and addition to, the Devereaux Library on the campus of the South Dakota School of Mines and Technology and to make an appropriation therefor.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. Section 1. The Board of Regents may contract for the design, renovation of, and construction of an addition to, Devereaux Library, on the campus of South Dakota School of Mines and Technology, with furnishings and equipment including heating, air conditioning, plumbing, water, sewer, electric facilities, sidewalks, parking, landscaping, architectural and engineering services, asbestos abatement, and other services or actions as may be required to accomplish the project for an estimated cost not to exceed five million dollars (\$5,000,000), subject to permitted adjustments pursuant to section 3 of this Act.

Section 2. There is hereby appropriated from the higher education facilities fund allocable to South Dakota School of Mines and Technology for the purposes of maintenance and repair to address the portion of the project that would otherwise involve maintenance and repair projects, the sum of four million dollars (\$4,000,000), or so much thereof as may be necessary; and one million dollars (\$1,000,000), or so much thereof as may be necessary, in other fund expenditure authority to the Board of Regents for the purposes authorized in section 1 of this Act and permitted adjustments pursuant to section 3 of this Act.

Section 3. The cost estimates contained in this Act have been stated in terms of 2019 values. The Board of Regents may adjust such cost estimates to reflect the inflation as measured by the Building Cost Index, reported by the Engineering News Record and additional expenditures required to comply with regulations adopted after the effective date of this Act. However, any adjustments to construction cost estimates for the project may not exceed one hundred twenty-five percent (125%) of the estimated project construction cost stated in section 1 of this Act.

Section 4. The South Dakota Building Authority may finance the Devereaux Library project, including the issuance of revenue bonds not to exceed four million dollars (\$4,000,000), in accordance with this Act and chapter 5-12.

Section 5. The executive director of the Board of Regents shall approve vouchers, and the state auditor shall draw warrants to pay expenditures authorized by this Act.

Section 6. Any amounts appropriated in this Act not lawfully expended or obligated shall revert in accordance with the procedures prescribed in chapter 4-8.

**STATE OF SOUTH DAKOTA
NINETY-FIFTH SESSION
LEGISLATIVE ASSMEBLY, 2020**

BILL NO.

Introduced by:

FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to acquire a building in Pennington County for the use and benefit of the South Dakota School of Mines and Technology and to make an appropriation therefor.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. The Board of Regents may acquire on behalf of South Dakota School of Mines and Technology, whether through an outright purchase or a lease-purchase agreement authorized by section 2 of this Act, the incubator building consisting of forty thousand (40,000) square feet located on the campus of South Dakota School of Mines and Technology in the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 6, Township 1 North, Range 8 East of the Black Hills Meridian, Rapid City, Pennington County, South Dakota. The total purchase price may not exceed [REDACTED].*

Section 2. The Board of Regents may enter into a lease-purchase agreement to acquire the building identified in section 1 of this Act. The lease term may not exceed five years. The total principal of the lease-purchase agreement may not exceed [REDACTED]* plus accrued interest. Any annual lease payments shall be authorized through the normal budgeting process.

Section 3. There is hereby appropriated the sum [REDACTED]*, or so much thereof as may be necessary, in other fund expenditure authority to the Board of Regents for the purposes authorized in section 1 and section 2 of this Act.

* Awaiting final purchase price.

**STATE OF SOUTH DAKOTA
NINETY-FIFTH SESSION
LEGISLATIVE ASSEMBLY, 2020**

BILL NO.

Introduced by:

FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to contract for the construction of an Allied Health Facility and the demolition of Julian Hall and the Julian Hall Addition at the University of South Dakota and to make an appropriation therefor.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. The Board of Regents is hereby authorized to contract for the planning, site preparation, construction, furnishing, and equipping of a forty-five thousand (45,000) square foot Allied Health Facility at the University of South Dakota, including any heating, air conditioning, plumbing, water, sewer, electric facilities, sidewalks, parking, landscaping, architectural and engineering services, asbestos abatement, and such other services or actions as may be required to accomplish the project, for an estimated cost of twenty-two million dollars (\$22,000,000), subject to the permitted adjustments pursuant to section 3 of this Act.

Section 2. There is hereby appropriated to the Board of Regents for the purposes authorized in this Act, from the higher education facilities fund allocable to the University of South Dakota, the sum of five million dollars (\$5,000,000), or so much thereof as may be necessary; the sum of seven million five hundred thousand dollars (\$7,500,000), or so much thereof as may be necessary, from revenue bonds authorized by subdivision (7) of section 2 chapter 107 of the 2012 Session Laws; the sum of five million dollars (\$5,000,000), or so much thereof as may be necessary, from the general fund; and the sum of four million five hundred thousand dollars (\$4,500,000), or so much thereof as may be necessary, from other fund expenditure authority, together with any additional sums received pursuant to section 5 of this Act to cover the permitted adjustments pursuant to section 3 of this Act.

Section 3. The cost estimates contained in this Act have been stated in terms of 2019 values. The Board of Regents may adjust such cost estimates to reflect the inflation as measured by the Building Cost Index, reported by the Engineering News Record and additional expenditures required to comply with regulations adopted after the effective date of this Act, or additional sums received pursuant to section 5 of this Act. However, any adjustments to construction cost estimates for the project may not exceed one hundred twenty-five percent (125%) of the estimated project construction cost stated in section 1 of this Act.

Section 4. The South Dakota Building Authority may finance the Allied Health Facility, including the issuance of revenue bonds not to exceed a total of twelve million five hundred thousand dollars (\$12,500,000), in accordance with this Act and chapter 5-12.

Section 5. The Board of Regents may accept, transfer, and expend any funds obtained for the projects authorized in this Act from federal sources, donations, or any other external sources, all of which comprise a special fund for the benefitted project. All moneys deposited into that fund are hereby appropriated to the projects authorized by this Act, subject to limitations stated in sections 1 to 3, inclusive, of this Act.

Section 6. The Board of Regents may demolish, remove, and dispose of the structures known as Julian Hall, consisting of approximately fifty thousand one hundred and seventy-three (50,173) square feet, and the Julian Hall Addition, consisting of approximately forty-three thousand three hundred eighty-three (43,383) square feet, at the University of South Dakota. This project includes demolition, abatement of asbestos or other such hazardous materials, lawful disposal of the fixtures or rubble, and any other action reasonably necessary to prepare the lot for the construction of the Allied Health Facility authorized in section 1 of this Act.

Section 7. The administration of the design and construction of the project authorized in this Act shall be under the general charge and supervision of the Bureau of Administration as provided in chapter 5-14.

Section 8. The executive director of the Board of Regents, or a designee, shall approve vouchers and the state auditor shall draw warrants to pay expenditures authorized by this Act.

Section 9. Any amounts appropriated in this Act not lawfully expended or obligated shall revert in accordance with the procedures prescribed in chapter 4-8.

**STATE OF SOUTH DAKOTA
NINETY-FIFTH SESSION
LEGISLATIVE ASSMEBLY, 2020**

BILL NO.

Introduced by:

FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to demolish three storage structures and contract for the construction of a Grounds Facility at the University of South Dakota, and to make an appropriation therefor.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. The Board of Regents may demolish, remove, and dispose of three storage facilities known as Physical Plant Storage 1, consisting of two thousand one hundred and thirty-nine (2,139) square feet, Physical Plant Storage 3, consisting of two thousand four hundred (2,400) square feet, and Biology Storage, consisting of one thousand five hundred and thirty-six (1,536) square feet, located on the campus of the University of South Dakota, for an estimated cost of thirty thousand dollars (\$30,000), subject to the permitted adjustments pursuant to section 4 of this Act. This project includes demolition, abatement of asbestos or other such hazardous materials, the lawful disposal of the fixtures or rubble, and any other action reasonably necessary to restore the site to grade or to prepare the site for the construction of the Storage Building authorized in section 2 of this Act.

Section 2. The Board of Regents is hereby authorized to contract for the planning, site preparation, construction, furnishing, and equipping of a twelve thousand (12,000) square foot Grounds Facility at the University of South Dakota, including any heating, air conditioning, plumbing, water, sewer, electric facilities, sidewalks, parking, landscaping, architectural and

engineering services, asbestos abatement, and such other services or actions as may be required to accomplish the project, for an estimated cost of four hundred and fifty thousand dollars (\$450,000), subject to the permitted adjustments pursuant to section 4 of this Act.

Section 3. There is hereby appropriated the sum of four hundred and eighty thousand dollars (\$480,000), or so much thereof as may be necessary, in other fund expenditure authority to the Board of Regents for the purposes authorized in section 1 and section 2 of this Act and permitted adjustments pursuant to section 4 of this Act.

Section 4. The cost estimates contained in this Act have been stated in terms of 2019 values. The Board of Regents may adjust such cost estimates to reflect the inflation as measured by the Building Cost Index, reported by the Engineering News Record and additional expenditures required to comply with regulations adopted after the effective date of this Act. However, any adjustments to construction cost estimates for the project may not exceed one hundred twenty-five percent (125%) of the estimated project construction cost stated in section 2 of this Act.

Section 5. The executive director of the Board of Regents shall approve vouchers, and the state auditor shall draw warrants to pay expenditures authorized by this Act.

Section 6. Any amounts appropriated in this Act not lawfully expended or obligated shall revert in accordance with the procedures prescribed in chapter 4-8.

**STATE OF SOUTH DAKOTA
NINETY-FIFTH SESSION
LEGISLATIVE ASSMEBLY, 2020**

BILL NO.

Introduced by:

FOR AN ACT ENTITLED, An Act to authorize the Board of Regents to contract for the construction of a Facilities Building at the University of South Dakota and to make an appropriation therefor.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. The Board of Regents is hereby authorized to contract for the planning, site preparation, construction, furnishing, and equipping of a thirty thousand (30,000) square foot Facilities Building at the University of South Dakota, including any heating, air conditioning, plumbing, water, sewer, electric facilities, sidewalks, parking, landscaping, architectural and engineering services, asbestos abatement, and such other services or actions as may be required to accomplish the project, for an estimated cost of one million five hundred thousand dollars (\$1,500,000), subject to the permitted adjustments pursuant to section 3 of this Act.

Section 2. There is hereby appropriated the sum of one million five hundred thousand dollars (\$1,500,000), or so much thereof as may be necessary, in other fund expenditure authority to the Board of Regents for the purposes authorized in section 1 of this Act and permitted adjustments pursuant to section 3 of this Act.

Section 3. The cost estimates contained in this Act have been stated in terms of 2019 values. The Board of Regents may adjust such cost estimates to reflect the inflation as measured by the Building Cost Index, reported by the Engineering News Record and additional

expenditures required to comply with regulations adopted after the effective date of this Act. However, any adjustments to construction cost estimates for the project may not exceed one hundred twenty-five percent (125%) of the estimated project construction cost stated in section 1 of this Act.

Section 4. The executive director of the Board of Regents shall approve vouchers, and the state auditor shall draw warrants to pay expenditures authorized by this Act.

Section 5. Any amounts appropriated in this Act not lawfully expended or obligated shall revert in accordance with the procedures prescribed in chapter 4-8.

**STATE OF SOUTH DAKOTA
NINETY-FIFTH SESSION
LEGISLATIVE ASSMEBLY, 2020**

BILL NO.

Introduced by:

FOR AN ACT ENTITLED, An Act to authorize the South Dakota Building Authority to issue revenue bonds to provide for maintenance and repair on facilities controlled by the Board of Regents and to provide appropriations therefor

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. It is in the public interest that the South Dakota Building Authority contract for the construction, completion, furnishing, equipping, and maintaining of, including heating, air conditioning, plumbing, water, sewer, electric facilities, sidewalks, parking, landscaping, architectural and engineering services, and such other services or actions as may be required, to address deferred maintenance and repair of facilities under the control of the Board of Regents, at the estimated cost of twenty-four million five hundred thousand dollars (\$24,500,000). The South Dakota Building Authority may finance up to twenty-four million five hundred thousand dollars (\$24,500,000) of the construction costs through the issuance of revenue bonds, in accordance with this Act and chapter 5-12.

Section 2. The Building Authority and the Board of Regents may accept, transfer, and expend any property or funds obtained for these purposes from federal sources, gifts, contributions, or any other source, all of which shall comprise a special fund for the benefitted project and all moneys deposited into that fund are hereby appropriated to the projects authorized by this Act in addition to the amounts otherwise authorized by this Act.

Section 3. No indebtedness, bond, or obligation incurred or created under the authority of this Act may be or may become a lien, charge, or liability against the State of South Dakota, nor against the property or funds of the State of South Dakota within the meaning of the Constitution or statutes of the state.

Section 4. The Board of Regents may make and enter into a lease agreement with the Building Authority and make rental payments under the terms thereof, pursuant to chapter 5-12, from the higher education facilities fund for the purposes of this Act.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 6 – L
DATE: December 11-12, 2019

SUBJECT

SD Mines Devereaux Library Renovation Preliminary Facility Statement (PFS) and Facility Program Plan (FPP)

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL 5-14-1](#) – Classification of Capital Improvements

[SDCL 5-14-2](#) – Supervision by Bureau of Administration of Capital Improvement Projects – Payment of Appropriated Funds

[SDCL 5-14-3](#) – Preparation of Plans and Specifications for Capital Improvements – State Building Committees – Approval by Board or Commission in Charge of Institution

[BOR Policy 6:4](#) – Capital Improvements

[BOR Policy 6:6](#) – Maintenance and Repair

BACKGROUND/DISCUSSION

South Dakota School of Mines and Technology (SD Mines) is currently working on the renovation of the Devereaux Library. Major updates are necessary on the first and second floors to bring the building up to modern standards, meet ADA requirements, and complete needed maintenance/repair. Libraries are evolving in Higher Education to spaces that do not house as many books, but provide student services and collaboration space to support student success. The renovation will be an opportunity to better utilize space and provide student services to help improve retention/graduation rates along with continue to support the 97% job placement rate of our graduates.

IMPACT AND RECOMMENDATIONS

SD Mines requests approval of their Preliminary Facility Statement (PFS) and Facility Program Plan (FPP) for renovations to the Devereaux Library. A building committee will need to be assigned to the project to allow the campus to proceed with current architect selection through a competitive solicitation. Since the main objective of the addition is to make the building ADA compliant, they would ask for the 2,500 maximum square foot to

(Continued)

DRAFT MOTION 20191211_6-L:

I move to approve SD Mines' Preliminary Facility Statement and Facility Program Plan for the renovation of the Devereaux Library which will result in an addition of no more than 2,500 square foot, at a cost not to exceed \$5M to be funded through a combination of general/HEFF M&R and private funds, to assign a building committee, and to submit this project for legislative approval.

be sent to the legislature for approval during the upcoming session.

The project is estimated to cost less than \$5M and a combination of general/HEFF M&R funds and private funds will be used to finance the project.

ATTACHMENTS

Attachment I – SD Mines Preliminary Facility Statement – Devereaux Library Renovation

Attachment II – SD Mines Facility Program Plan – Devereaux Library Renovation

South Dakota School of Mines & Technology

Preliminary Facility Statement (PFS)

Devereaux Library Renovation

1. General Programmatic Needs to be Addressed

The Devereaux Library is a 57,615 square feet building constructed in 1970. The garden level of the building was renovated in 2016 to house the Industrial Engineering department and the third floor was renovated in 2004 for use by the library. Major updates are necessary on the first and second floors to bring the building up to modern standards, meet ADA requirements, and complete needed maintenance/repair. The programmatic emphases of this building will change based on best practices in higher education for library spaces. The building will be transformed into a student hub to provide centralized services for student success (i.e. testing, tutoring, mentoring, IT help desk, and career and professional services) along with the needed library services.

2. Analysis of the Student Body or Constituents Served

Faculty, staff, and students will all benefit from bringing this building up to current standards. The space will provide needed teaming and group study space for students and faculty. The spaces will also help with the retention/graduation rates by providing the needed services for students to successfully graduate and enter their career field.

3. Additional Services to be Offered

The renovation will provide a space for student success services (i.e. testing, tutoring, mentoring, IT help desk, and career and professional services).

4. Compliance with Master Plan

The renovation of the Devereaux Library is part of our current master plan.

5. Analysis of Needs Assessment Based on the Facilities Utilization Report

This is not applicable to the facilities utilization report.

6. Location



Figure 1. Location of Devereaux Library

7. Reallocation or Demolition of Old Space

Not Applicable.

8. Proposed Funding Source/Sources

Funds for this project include general/HEFF M&R funds and private funds.

9. Budget for Development of a Facility Program Plan

The current funding available for this project is not over \$5 million dollars. However, it has been determined after the selection of an architect that there may need to be a maximum addition of 2,500 square feet to house the elevator and to allow some natural light into the building to create a space that is welcoming to students, faculty, and staff. Strang and CO-OP Architecture were selected through a competitive solicitation process for this project by SD Mines (2 representatives) and the Office of the State Engineer (2 representatives). We request to have a building committee assigned to this project to review the architect selection to allow us to continue with Stang/CO-OP. We also understand that legislative approval is required for any addition of square footage. We would like to continue forward with this project over the next year and like to request that this small addition of square footage go to the legislature this session for approval to be able to continue with this project.

South Dakota School of Mines & Technology

Facility Program Plan (FPP)

Devereaux Library Renovation

A. Programmatic Justification for Discrete Spaces:

The South Dakota School of Mines & Technology requests approval of the Facility Program Plan for the Renovation of the Devereaux Library. No Preliminary Facility Statement was completed prior to this meeting because the funding available was not over \$5 million and there was no plan for addition of square footage based on the original scope of the project. However, after completing programming with the architect, an addition of no more than a 2,500 square feet would provide many benefits to campus including ADA accessibility, natural light, and reduction in disruption to the previously renovated garden level. The estimated budget for the entire project is currently no more than \$5 million based on funds available. This project may have to be phased if bonding of HEFF funds is not approved which will end up increasing the overall costs of the project.

Strang and CO-OP Architecture were selected through a competitive solicitation process for this project by SD Mines (2 representatives) and the Office of the State Engineer (2 representatives). We request to have a building committee assigned to this project to review the architect selection to allow us to continue with Strang/CO-OP. We also understand that legislative approval is required for any addition of square footage. We would like to continue forward with this project over the next year and request that this small addition of square footage go to the legislature this session for approval.

The Devereaux Library is a 57,615 square foot building constructed in 1970. The garden level of the building was renovated in 2016 to house the Department of Industrial Engineering and the third floor was renovated in 2004 for use by the library. Major updates are necessary on the first and second floors to bring the building up to modern standards, meet ADA requirements, and complete needed maintenance/repair. The programmatic emphases of this building will also change based on best practices in higher education for library spaces. The building will be transformed into a student hub to provide centralized services for student success (i.e. testing, tutoring, mentoring, IT help desk, and career and professional services), along with the much needed library services.

B. Gross Square Footage:

A maximum of 2,500 square feet will be added to the 57,615 square foot building. The estimated square footage that will be included in the renovation is 28,000.

C. Site Analysis:

The project will require minor demolition and excavation on the site to construct the new elevator and storefront area to further enhance the building. Otherwise, the renovation will be internal to the building.

D. Description of Key Building Features:

The list below describes the key building features:

- The first floor will be renovated to be a student hub to provide centralized services for student success (i.e. tutoring, mentoring, IT help desk, and career and professional services). Some form of food service (i.e. coffee shop, self-serve area, etc.) will also be provided on this floor and is still to be determined.
- The second floor will provide library services and offices, book stack storage, quiet study, Math Center/multipurpose space, and the testing space.
- The third floor may be renovated to provide additional archive storage, if funds are available.
- The addition of the storefront area to house the elevator provides several benefits. First, the location allows for the best accessibility and access control. Second, it allows for a way to provide some meeting spaces with more natural light, since structurally, adding large windows to this building is not possible. The addition also allows for a way to tie the building to the architecture of the campus master plan material standards. Lastly, it decreases the amount of disruption for the garden level that has already been renovated.
- The renovation will provide proper ADA access within the building including the restrooms and elevator addition.
- Window replacement is being reviewed for the top three floors.
- The HVAC, mechanical, electrical and fire protection systems will be upgraded as needed for the first and second floors.

E. Illustrative Floor Plans:

Please see Appendix A for floor plans and building illustrations.

F. Initial Cost Estimate:

The funds available for the project are \$5 million excluding furnishing that will be funded with private funds.

The following is the breakdown of the project estimate:

Total Construction Cost	\$4,110,000
Commissioning	\$50,000
Pre-demolition Asbestos Removal	\$50,000
Logistics Cost	\$50,000
OSE Fees	\$45,000
Architect/Engineer Fees and Expenses	\$445,000
Construction Contingency (5%)	\$250,000
Bidding Contingency (10%)	included
TOTAL ESTIMATED PROJECT COSTS	\$5,000,000

G. Identification of Fund Sources and Impact to M&R:

The minor addition should not add significant increases to the M&R costs for the building.

H. Proposed Funding Sources for Cost of (i) Construction (ii) Ongoing Operations and (iii) Maintenance and Repair:

1. Construction – The project will be funded from HEFF M&R funds either in the form of a bond or annual funds along with private funds to furnish the building. If the M&R bond is not approved, this project will have to be completed in phases that will end up costing more than doing the project in one phase.
2. Maintenance and Repair – This project should not add additional maintenance and repair costs. Costs should decrease with upgrades to LED lighting, plumbing, and electrical.
3. Ongoing Operations – This project should reduce operating and utility costs. The building is already connected to the efficient central plant, which reduces energy use and operating/maintenance expenses.

Appendix A



Figure 1: First Floor



Figure 2: Second Floor

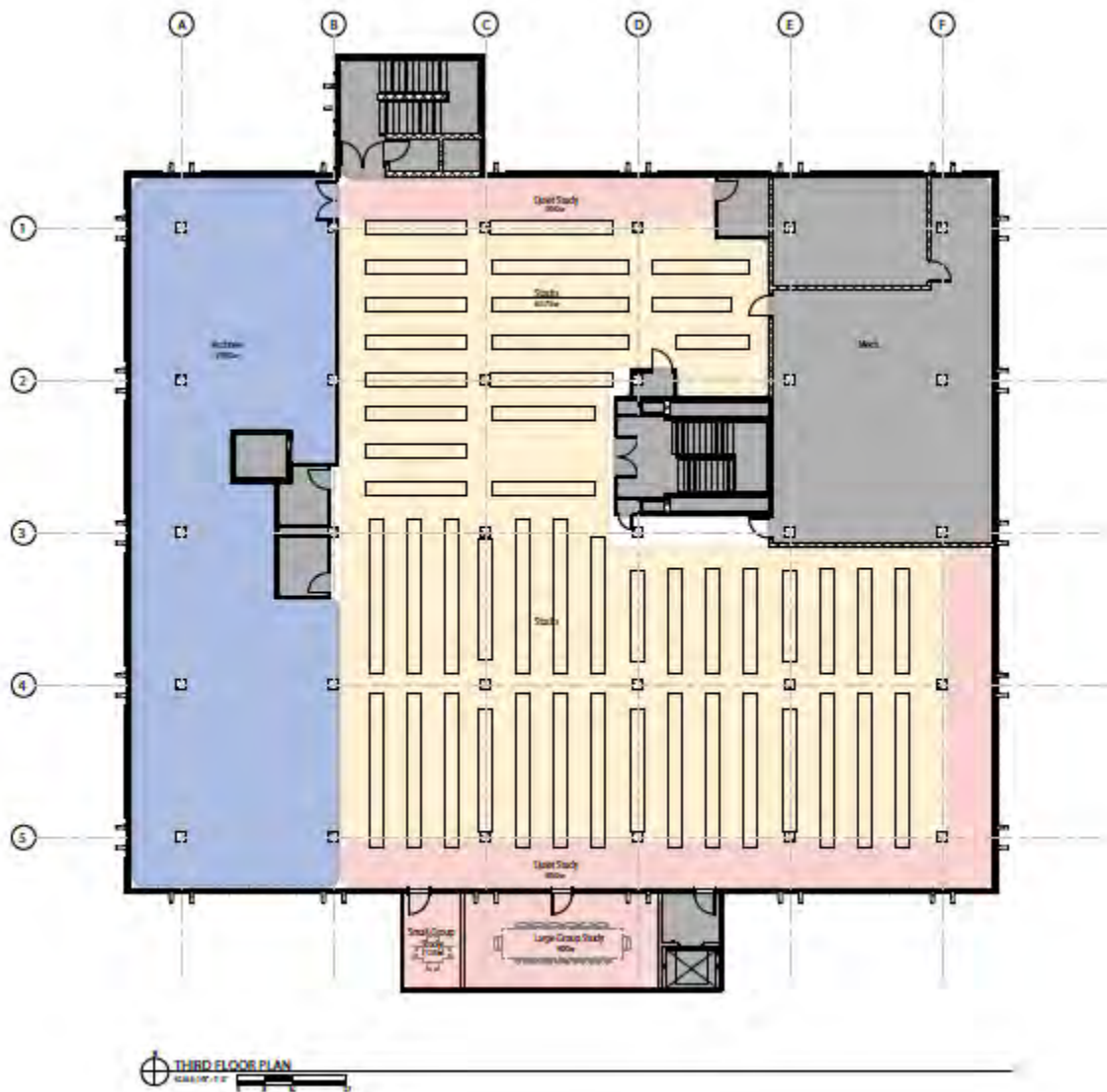


Figure 3: Third Floor



Figure 4: Front Entrance Day View



Figure 5: Front Entrance Night View

Secretary's Executive Session Report

The Board convened in Executive Session pursuant to the vote of the majority of the Board present and voting at its public meeting on Wednesday, December 11, 2019, in accordance with SDCL 1-25-2 to discuss matters authorized therein. Following executive session, the Board will meet in open session to discuss and take official action on the matters set forth below, all other matters discussed were consistent with the requirements of SDCL 1-25-2, but no official action on them is being proposed at this time.

Recommended Actions:

2-H – Approve the recommended process for the search for superintendents for the SD School for the Blind and Visually Impaired and State School for the Deaf.

2-I.1 – Authorize settlement in the case referenced in Item 2-I.1 within the parameters discussed therein upon review of General Counsel and concurrence of the Executive Director.

2-K – Approve the request from SDSU to proceed with the naming request as presented, pending the approval of the associated agreement by the SDSU President, and final approval of the naming request by the Executive Director upon review of the finalized agreement.

2-L – Approve the change in the evaluation process for University Presidents.

2-M – Award an honorary Doctorate of Science to Mr. David Link (DSU).

2-N – Authorize the Executive Director to finalize and execute the Amended Master Ground Lease, as directed by Board, to extend the leased area to include the additional parcel and reset the ninety-nine year lease term.

2-O.1 – Approve the salary adjustments and appointments as outlined in Attachment I of the Secretary's Report.

2-O.2 – Award two (2) years of prior service credit toward tenure for Pam Rowland (DSU); and one (1) year of prior service credit toward tenure and one (1) year of prior service credit toward promotion for Jonathan Allender-Zivic (USD).

2-O.3 – Award an honorary posthumous Elementary Education/Special Education, B.S.Ed. degree to Caitlyn Carman (USD), and an honorary posthumous Bachelor of Business Administration degree in management to Diedra Gatzke (USD).

2-O.4 – Approve the leave request for Dr. Jon Schaff (NSU).

2-O.6 – Approve USD's request to waive the return-to-service and repayment obligations of the sabbatical leave policy for Dr. Paula Mabey and Dr. Kaius Helenurm.

2-P – Authorize the Executive Director to proceed with finalizing and executing the lease related to the SDSD within the parameters discussed.

2-Q – Approve the appointment of Laurie Nichols as President of BHSU, as discussed, with an annualized salary commensurate with her experience and the position, and further authorize the Executive Director to take any action(s) necessary and appropriate to effectuate the same.

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NORTHERN STATE UNIVERSITY								
Name	Job Desc.	Eff. date	Job Change Reason	Rate	Salary	Previous Rate	Previous Salary	% Increase
Marcela Faflak	Professor	22-Sep-19	Market Increase	\$44.87	\$70,000.00	\$39.96	\$62,331.00	12%
Marla Fogderud	Assistant Professor	22-Sep-19	Market Increase	\$33.98	\$53,000.00	\$28.31	\$44,155.00	20%
Audrey Miller	Assistant Professor	22-Sep-19	Market Increase	\$33.98	\$53,000.00	\$28.85	\$45,004.00	18%
SD SCHOOL OF MINES & TECHNOLOGY								
Name	Job Desc.	Eff. date	Job Change Reason	Rate	Salary	Previous Rate	Previous Salary	% Increase
Katie Ludvigson	Export Control Officer	22-Aug-19	Change Salary Rate/Pay Grade	\$39.42	\$82,000.00	\$33.63	\$69,956.00	17%
SOUTH DAKOTA STATE UNIVERSITY								
Name	Job Desc.	Eff. date	Job Change Reason	Rate	Salary	Previous Rate	Previous Salary	% Increase
Reice Tiernan	Aviation Trainer	22-Aug-19	Change Salary Rate/Pay Grade	\$27.75	\$25,974.00	\$23.25	\$21,762.00	19%
Janet Peterson	Director - Shared Services	22-Aug-19	Permanent Additional Duties	\$40.38	\$84,000.00	\$38.47	\$80,012.00	5%
Lindsay Olson 00	Nurse Practitioner	22-Aug-19	Permanent Additional Duties	\$43.06	\$67,167.00	\$40.09	\$62,540.00	7%
UNIVERSITY OF SOUTH DAKOTA								
Name	Job Desc.	Eff. date	Job Change Reason	Rate	Salary	Previous Rate	Previous Salary	% Increase
Yanying Liu	BBS Research Staff Scientist	22-Sep-19	Reclassification	\$25.00	\$52,000.00	\$23.71	\$49,309.00	5%
Michael McKey	Senior Lecturer	22-Aug-19	FY Salary Increase	\$42.98	\$74,500.00	\$39.14	\$67,842.67	10%

The South Dakota Board of Regents adjourned its regular business meeting on December 12, 2019 and will meet again for its regular business meeting on April 1-2, 2020 in Aberdeen.

I, Kevin Schieffer, President of the South Dakota Board of Regents, declare that the above is a true, complete and correct copy of the minutes of the Board of Regents meeting held on December 11-12, 2019.

A handwritten signature in black ink, appearing to read "Kevin V. Schieffer". The signature is fluid and cursive, with a large, stylized "K" and "S".

Kevin V. Schieffer
President
South Dakota Board of Regents