

**BOARD OF REGENTS
MINUTES OF THE MEETING
December 7-8, 2022**

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ADJOURN

**BOARD OF REGENTS
MINUTES OF THE MEETING
December 7-8, 2022**

The South Dakota Board of Regents met on December 7-8, 2022, at South Dakota School of Mines and Technology in Rapid City at 1:00 p.m. Mountain Time and via Zoom* with the following members present:

ROLL CALL:

John Bastian – PRESENT
Brock Brown – PRESENT
Jeff Partridge – PRESENT
Tim Rave – ABSENT
Joan Wink – PRESENT
Tony Venhuizen, Secretary – PRESENT
Jim Thares, Vice President – PRESENT
Pam Roberts, President – PRESENT

Also present during all or part of the meeting were Dr. Brian Maher, Board of Regents Executive Director and CEO; Nathan Lukkes, Chief of Staff; Dr. Janice Minder, System Vice President for Academic Policy and Planning; Heather Forney, System Vice President of Finance and Administration; Kayla Bastian, Chief Human Resources Officer; Shuree Mortenson, Director of Communications; Liza Clark, Director of Government Relations and Economic Development; Katie Maley; Executive Assistant to the CEO and Board; Barry Dunn, SDSU President; José-Marie Griffiths, DSU President; Laurie Nichols, BHSU President; Jim Rankin, SDSM&T President; Dr. Neal Schnoor, NSU President; Sheila Gestring, USD President; and other members of the Regental system and public and media.

WEDNESDAY, DECEMBER 7, 2022

Regent Roberts declared a quorum present and called the meeting to order at 10:00 a.m.

1-A Approval of the Agenda

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

1-B Declaration of Conflicts

There were no declared conflicts.

1-C Approval of the Minutes – Meeting on October 5-6, 2022

IT WAS MOVED by Regent Thares, seconded by Regent Venhuizen to approve the minutes of the Board of Regents meeting on October 5-6, 2022.

Motion passed.

1-D Motion to Dissolve into Executive Session

IT WAS MOVED by Regent Venhuizen, seconded by Regent Partridge, that the Board dissolve into executive session at 1:15 p.m. on Wednesday, December 7, to consult with legal counsel and discuss personnel matters, pending and prospective litigation, contractual matters, and 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, that it recess at 5:00 p.m., and then reconvene in Executive Session at 8:00 a.m. on Thursday, December 8, to continue discussing the earlier referenced matters. That it rise from Executive Session at 10:00 a.m., and reconvene in public session, to resume the regular order of business and report its deliberations while in executive session, and take any action it deems prudent as a result thereof. Motion passed.

The Board dissolved into executive session.

THURSDAY, DECEMBER 8, 2022

The Board reconvened in executive session at 8:00 a.m. and public session at 10:15 a.m.

4-A Report and Actions of Executive Session

Regent Venhuizen reported that the Board Dissolved into Executive Session at 1:15 p.m. on Wednesday, December 7 to consult with legal counsel and discuss personnel matters, pending and prospective litigation, contractual matters, and marketing or price 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 5:00 p.m.

The Board reconvened in Executive Session at 8:00 a.m. on Thursday, December 8th to continue discussing the earlier referenced matters before rising from Executive Session at 10:00 a.m. to resume the regular order of business.

While in Executive Session, the Board discussed the matters just described, which included certain recommended actions as set forth in the Secretary's Report and other matters permitted by law.

IT WAS MOVED by Regent Venhuizen, seconded by Regent Partridge to 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 this meeting. Motion passed.

A copy of the Secretary's Report can be found on pages 16 to 18 of the official minutes.

4-B Welcome and Presentation by SDSMT President Jim Rankin

SDSMT President Jim Rankin welcomed the Board and other attendees to Black Hills State University and shared information about SDSMT.

4-C SDSMT Student Organization Awards

Dr. Joseph Dlugos, SDSMT Associate for Student Development and Dean of Students, presented the USD student organization award winners for 2021. The Society of Physics Students (SPS) accepted the award for academic excellence. The Circle K International accepted the award for community service. Mine Rescue accepted the award for organizational leadership

A copy of the SDSMT Student Organization Awards can be found on pages 19 to 20 of the official minutes.

4-D Reports from Individual Presidents and Superintendents

No reports.

4-E Reports on Individual Regent Activities

Regent Partridge noted that on Tuesday the governor gave her budget address and that Board members will be heavily engaged with the legislature in the coming weeks to work with them on the funds we will be requesting relating to the system's legislative priorities.

4-F Report from the Student Federation

Samuel Schleich, Student Federation Vice President, provided an update on behalf of the Student Federation, describing that the Student Federation at their most recent meeting passed two resolutions: 1) A Resolution Encouraging the South Dakota Board of Regents and the South Dakota State Legislature to Increase Funding for Regental Mental Health Services; and 2) a Resolution in Support Board of Regents Priorities for the 2023 Legislative Session

4-G Report of the Executive Director

Dr. Brian Maher, Board of Regents Executive Director and CEO, stated that his first topic to speak on is regarding the recent Drag Show at SDSU. The first point to make is that the BOR follows state law and that we cannot deny. Access to facilities on campus is equally accessible to all student organizations to use. Second, central office and campus staff have put in place new protocols to make it clear when an event is put on by a student organization and that it is following state law,

Third, we will work with all campuses to make sure those new protocols are implemented and adhered to for future events across the system

Regarding the executive order from Governor Noem banning TikTok, the Board of Regents supports Governor Noem's ban of TikTok. University employees may not access the app on university devices. Also, campuses in the Regental System are not allowed to use TikTok for advertising and recruitment. Finally, any Regental campuses that have Tiktok accounts will have them deleted.

Regarding alcohol sales, five of six campuses moved forward with alcohol sales this last fall semester. All indications have pointed to this being a good addition to university events. There have been no increases in alcohol related incidents/issues at games; in fact, incidents have declined since the implementation of the alcohol sales policy. We will continue to monitor the trends and keep the Board apprised of these activities.

5 Public Comment Period

Several community members of the Rapid City area were present both in person and via Zoom stating their concerns regarding the Drag Show that occurred at SDSU. They all felt that the Board did not and has not yet taken enough action to prevent, both in the present and future, these types of inappropriate events from occurring on campus.

CONSENT AGENDA

IT WAS MOVED by Regent Thares, seconded by Regent Venhuizen, to approve consent agenda items 6-A through 6-R(3) as presented. Motion passed.

Academic and Student Affairs – Consent

6-A Graduation Lists

Approve the Fall 2022 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 pages 21 to 52 of the official minutes.

6-B (1) BOR Policies – Revised BOR Policy 4:27 – Drug Free Environment (Second Reading)

Approve the second and final reading of the proposed revisions to BOR Policy 4:27 – Drug Free Environment, as presented.

A copy of the BOR Policies – Revised BOR Policy 4:27 – Drug Free Environment (Second Reading) can be found on pages 53 to 59 of the official minutes.

6-B (2) BOR Policies – Revised BOR Policy 4:4 – Non-Faculty Exempt Employment Provisions; BOR Policy 4:7 – Grievance – Faculty; and BOR Policy 4:14 – Faculty Remediation and Remediation Procedures (Second Reading)

Approve the second and final reading of the proposed revisions to BOR Policy 4:4, BOR Policy 4:7 and BOR Policy 4:14, as presented.

A copy of the BOR Policies – Revised BOR Policy 4:4 – Non-Faculty Exempt Employment Provisions; BOR Policy 4:7 – Grievance – Faculty; and BOR Policy 4:14 – Faculty Remediation and Remediation Procedures (Second Reading) can be found on pages 60 to 85 of the official minutes.

6-C Program Modifications Requiring Board Approval – USD

Approve USD's program modification requests for the MPA in Professional Accountancy and BSEd in Secondary Education/Special Education, as presented.

A copy of the Program Modifications Requiring Board Approval – USD can be found on pages 86 to 96 of the official minutes.

6-D (1) New Program Requests – SDSU – Minor in Geospatial Intelligence

Authorize SDSU to offer a minor in Geospatial Intelligence, as presented.

A copy of the New Program Requests – SDSU – Minor in Geospatial Intelligence can be found on pages 97 to 104 of the official minutes.

6-D (2) New Program Requests – USD – BS in Conservation Biology

Authorize USD to offer a BS in Conservation Biology, as presented.

A copy of the New Program Requests – USD – BS in Conservation Biology can be found on pages 105 to 109 of the official minutes.

6-D (3) New Program Requests – USD – BS in Physiology, Cell, and Molecular Biology

Authorize USD to offer a BS in Physiology, Cell, and Molecular Biology, as presented.

A copy of the New Program Requests – USD – BS in Physiology, Cell, and Molecular Biology can be found on pages **110** to **114** of the official minutes.

6-E New Certificate Request – USD – Clinical Research Coordinator (Undergraduate)

Authorize USD to offer a Clinical Research Coordinator undergraduate certificate, as presented.

A copy of the New Certificate Request – USD – Clinical Research Coordinator (Undergraduate) can be found on pages **115** to **121** of the official minutes.

6-F New Specialization Request – USD – Specializations in Business Management, Finance, and Leadership – Master of Accountancy (MAcc)

Authorize USD to offer specializations in Business Management, Finance, and Leadership within the Master of Accounting degree, as presented.

A copy of the New Specialization Request – USD – Specializations in Business Management, Finance, and Leadership – Master of Accountancy (MAcc) can be found on pages **122** to **131** of the official minutes.

6-G New Site Request – SDSU – AS in Human Development and Family Services (Online)

Approve SDSU’s new site proposal to offer the AS in Human Development and Family Services online.

A copy of the New Site Request – SDSU – AS in Human Development and Family Services (Online) can be found on pages **132** to **136** of the official minutes.

6-H (1) Agreements on Academic Cooperation – South Dakota State University

Approve South Dakota State University’s agreements on academic cooperation with Kunsan National University and Al Akhawayn University, as presented.

A copy of the Agreements on Academic Cooperation – South Dakota State University can be found on pages **137** to **154** of the official minutes.

6-H (2) Agreements on Academic Cooperation – University of South Dakota

Approve the University of South Dakota’s extension of the current agreement on academic cooperation with The University of Western Australia, as presented.

A copy of the Agreements on Academic Cooperation – University of South Dakota can be found on pages **155** to **156** of the official minutes.

6-I (1) Articulation Agreements – Dakota State University

Approve Dakota State University's articulation agreement with Laramie County Community College, as presented in Attachment I.

A copy of the Articulation Agreements – Dakota State University can be found on pages **157** to **164** of the official minutes.

6-I (2) Articulation Agreements – South Dakota State University

Approve South Dakota State University's articulation agreements with Black Hills State University, Iowa Valley Community College, Ridgewater College, and Southeast Technical College, as presented in Attachments I through VI.

A copy of the Articulation Agreements – South Dakota State University can be found on pages **165** to **191** of the official minutes.

6-J Inactive Status and Program Termination Requests – BHSU, NSU, & SDSU

Approve BHSU's request to terminate the minor in Library Media, NSU's request to inactivate and terminate the BME degrees in Music Education K-12 Instrumental and Music Education – K-12 Vocal, NSU's request to inactivate the BS in Medical Laboratory Science, and SDSU's request to terminate the minors in Social & Human Services and Youth and Community Work, as presented.

A copy of the Inactive Status and Program Termination Requests – BHSU, NSU, & SDSU can be found on pages **192** to **211** of the official minutes.

6-K HSDC In-District Delivery MOU – BHSU & Belle Fourche High School

Approve the Memorandum of Understanding between the Board of Regents and the Belle Fourche School District for in-district delivery of High School Dual Credit courses, as presented in Attachment I.

A copy of the HSDC In-District Delivery MOU – BHSU & Belle Fourche High School can be found on pages **212** to **214** of the official minutes.

6-L Education Partnership Agreement – DSU

Approve the Educational Partnership Agreement between DSU and the National Security Agency, as presented.

A copy of the Education Partnership Agreement – DSU can be found on pages **215** to **222** of the official minutes.

Budget and Finance – Consent

6-M Maintenance & Repair (M&R) Projects (Greater than \$250,000)

Approve the requested maintenance and repair projects as described in this item.

A copy of the Maintenance & Repair (M&R) Projects (Greater than \$250,000) can be found on pages 223 to 224 of the official minutes.

6-N FY24 HEFF M&R Projects

Approve the FY24 HEFF M&R projects as presented in Attachment II.

A copy of the FY24 HEFF M&R Projects can be found on pages 225 to 230 of the official minutes.

6-O FY24 Auxiliary M&R Projects

Approve the FY24 Auxiliary System M&R projects as presented in Attachment I.

A copy of the FY24 Auxiliary M&R Projects can be found on pages 231 to 233 of the official minutes.

6-P FY24 AES M&R Projects

Approve the AES M&R projects for FY24 as requested.

A copy of the FY24 AES M&R Projects can be found on pages 234 to 235 of the official minutes.

6-Q City of Madison Easement – DSU

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.

A copy of the City of Madison Easement – DSU can be found on pages 236 to 245 of the official minutes.

6-R (1) Joint Powers Agreements – Amended and Restated Cooperative Use Agreement – DSU and City of Madison

Approve the Amended and Restated Cooperative Use Agreement in substantially similar form to that set forth in Attachment I, subject to the approval of the final version by the BOR General Counsel.

A copy of the Joint Powers Agreements – Amended and Restated Cooperative Use Agreement – DSU and City of Madison can be found on pages 246 to 251 of the official minutes.

6-R (2) Joint Powers Agreements – 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 Joint Powers Agreements – SDLTAP Joint Powers Agreement – SDSU & SD Department of Transportation can be found on pages 252 to 283 of the official minutes.

6-R (3) Joint Powers Agreements – SD Department of Agriculture and Natural Sources Joint Powers Agreement – Ash Tree Herd Immunity Investigation

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

A copy of the Joint Powers Agreements – SDLTAP Joint Powers Agreement – SD Department of Agriculture and Natural Sources Joint Powers Agreement – Ash Tree Herd Immunity Investigation can be found on pages 284 to 289 of the official minutes.

Routine Informational Items – No Board Action Necessary

6-S SDSU Football Stadium FY22 Financials

A copy of the SDSU Stadium FY22 Financials can be found on pages 290 to 292 of the official minutes

6-T Reduced Tuition Annual Report

A copy of the Reduced Tuition Annual Report can be found on pages 293 to 298 of the official minutes

6-U FY22 Auxiliary System Agreed-Upon Procedures Report

A copy of the FY22 Auxiliary System Agreed-Upon Procedures Report can be found on pages 299 to 337 of the official minutes

6-V Interim Actions of the Executive Director

A copy of the Interim Actions of the Executive Director can be found on pages 338 to 340 of the official minutes

6-W Capital Projects List

A copy of the Capital Projects List can be found on pages 341 to 346 of the official minutes.

6-X Building Committee Report

A copy of the Building Committee Report can be found on page **347** of the official minutes.

6-Y Intent to Plan Requests

A copy of the Intent to Plan Requests can be found on pages **348** to **349** of the official minutes.

6-Z General Education Assessment Report

A copy of the General Education Assessment Report can be found on pages **350** to **380** of the official minutes.

ACADEMIC AND STUDENT AFFAIRS

7-A OurDakotaDreams

Molly Weisgram, System Academic Grants Program Manager, stated that Our Dakota Dreams is a coalition with partners involved are the SD department of Education, SD Board of Technical Education, and Mapping Your Future.

Regent Wink and Regent Thares commented that they are very appreciative of the great work and wonderful programs being done through this coalition. In response to Regent Bastian, Molly noted that the funding is currently limited for each.

Regent Partridge asked for clarification if this is just for high schoolers. Dr. Janice Minder noted that they are taking a multifactor approach, and that they are looking at it from all different avenues with middle school and high school counselors, parents, and universities.

A copy of OurDakotaDreams can be found on pages **381** to **391** of the official minutes.

7-B Strategic Plan: Access and Affordability – Nursing Transfer Initiative

Dr. Janice Minder, System Vice President for Academic Policy and Planning, stated that Dr. Pamela Carriveau, System Associate Vice President for Academic Programming, has really taken the lead in moving this work forward. This was a project that had also started with her predecessor, Dr. Rebecca Hoey, and that they have seen great success in developing this initiative.

Dr. Minder noted that this project fits right in with the work they have been doing with Our Dakota Dreams.

A copy of Strategic Plan: Access and Affordability – Nursing Transfer Initiative can be found on pages **392** to **393** of the official minutes.

7-C New BOR Policy 2:37 – Syllabus and Learning Management System Policy (First and Final Reading)

Dr. Janice Minder, System Vice President for Academic Policy and Planning, stated that the Academic Affairs Council (AAC) has been evaluating the current AAC Guideline 5.3 to ensure that the policy reflects the needs of a digital environment given the system continues to provide more hybrid, hy-flex, and online modalities. Lengthy discussions on developing a policy versus having a guideline was a critical element.

The Board of Regents manages a system learning management software solution; AAC with agreement from the Council of Presidents and Superintendents (COPS), have opted to introduce a Syllabi and Learning Management System (LMS) Policy. With this direction, a new guideline would be created to document the procedural processes. The policy will outline the required expectations for a course syllabus and the use of the LMS.

Attachment I provides the draft policy on the requirements established by leadership. Both AAC and COPS have discussed and provided feedback on the development of this new policy and recommend approval.

IT WAS MOVED by Regent Wink, seconded by Regent Venhuizen, to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of the new proposed BOR Policy 2:37, as presented in Attachment I. as presented. Motion passed.

A copy of New BOR Policy 2:37 – Syllabus and Learning Management System Policy (First and Final Reading) can be found on pages 394 to 399 of the official minutes.

7-D Revised BOR Policy 3:13 – Communicable Disease, and Repeal of BOR Policy 4:28 – AIDS (First and Final Reading)

Nathan Lukkes, BOR Chief of Staff, stated that BOR Policy 3:13, which covers communicable disease, was originally written in 1988 and has remained unchanged since. The original impetus for the policy was to address HIV/AIDS, and as such, the policy is fairly limited in its application. Recent events highlighted the narrow focus of the current policy, and as a result, the policy has been revised to provide a generally applicable policy on the topic. The proposed policy provides a general framework for appropriately addressing communicable disease on campus, to include education and communication, student services, and institutional response, while maintaining the necessary flexibility to tailor, adjust and/or adapt at the campus level.

The proposed revisions to BOR Policy 3:13 result in unnecessary redundancy with BOR Policy 4:28 – AIDS, which is specific to AIDS/HIV. Since the previous content of BOR Policy 4:28 is appropriately covered in the proposed revisions to BOR Policy 3:13, BOR Policy 4:28 will be repealed in its entirety.

IT WAS MOVED by Regent Wink, seconded by Regent Venhuizen, to approve Revised BOR Policy 3:13 – Communicable Disease, and Repeal of BOR Policy 4:28 – AIDS (First and Final Reading) as presented. Motion passed.

A copy of Revised BOR Policy 3:13 – Communicable Disease, and Repeal of BOR Policy 4:28 – AIDS (First and Final Reading) can be found on pages **400** to **410** of the official minutes.

BUDGET AND FINANCE

8-A FY24 Governor’s Recommended Budget

Heather Forney, System Vice President of Finance and Administration, stated this item was revised just after the Governor’s budget address.

She noted that the free tuition request for military members was not a BOR request, but one from the Department of Military and Veteran Affairs. It would move the 50% tuition reimbursement to a 100% tuition reimbursement.

Heather clarified that this request for the military tuition reimbursement would provide general funds to cover this as well as the financial shortfall there typically was in years past under the 50% tuition reimbursement that campuses has to absorb.

A copy of the FY24 Governor’s Recommended Budget can be found on pages **411** to **413** of the official minutes.

8-B 2023 Board Sponsored Legislation

Nathan Lukkes, Chief of Staff, stated that this item was also updated after the Governor’s Budget address. With approval, Board office staff will introduce the Board-sponsored legislation in substantively similar form to that contained in Attachments I - VII, and work with members of the Legislature and the Governor’s office to have the legislation become law.

IT WAS MOVED by Regent Partridge, seconded by Regent Bastian, 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 legislative committee

A copy of the 2023 Board Sponsored Legislation can be found on pages **414** to **427** of the official minutes.

8-C FY24 Tuition Rate Proposals

Heather Forney, System Vice President of Finance and Administration, stated that as part of its tuition and fee review, the South Dakota Board of Regents (SDBOR) partnered with EAB in April 2022 for a study of price sensitivity and enrollment patterns to help inform future tuition pricing decisions. EAB analyzed enrollment data for all six SDBOR member institutions for 2019, 2020, and 2021 to identify areas of opportunity for changes in pricing, in addition to highlighting unique

enrollment and yield patterns across the system. Heather was joined by Scot Pohlson, USD Vice President of Enrollment, Marketing, and University Relations, and Molly Moore, SDSMT Associate VP for Enrollment Management, in explaining the information presented within the item.

Regent Partridge asked that if we do not get the students expected from Wisconsin and Illinois, would the cost of that get put on the backs of existing students. Scot Pohlson affirmed that would be a realistic assumption. Regent Partridge further noted that he has confidence in our institutions' enrollment and recruitment staff to make this a successful venture.

IT WAS MOVED by Regent Partridge, seconded by Regent Thares, to approve: 1) An expansion of the South Dakota Advantage tuition program offering new freshman and new transfer students from Illinois and Wisconsin a tuition rate equivalent to the resident undergraduate tuition rate set for each university starting summer 2023; 2) I also move approval of an expansion of the South Dakota Advantage and Child of Alumni rates to qualifying students pursuing non-capped graduate programs equivalent to the resident graduate tuition rate set for each university starting summer 2023.

A copy of the FY24 Tuition Rate Proposals can be found on pages 428 to 437 of the official minutes.

8-D DSU Applied Research Lab Facility Program Plan (FPP)

Stacy Krusemark, DSU Vice President for Business & Administrative Services, stated that Dakota State University (DSU) requests Board of Regents' approval of the Facility Program Plan (FPP) for the construction of a new Applied Research Lab located in Sioux Falls. The Preliminary Facility Statement (PFS) was approved at the January 27, 2022, BOR meeting. The estimated cost of the complex is \$50 million.

IT WAS MOVED by Regent Partridge, seconded by Regent Bastian, to approve DSU's Facility Program Plan for the Applied Research Facility at an amount not to exceed \$50,000,000 utilizing private funds.

A copy of the DSU Applied Research Lab Facility Program Plan (FPP) can be found on pages 438 to 441 of the official minutes.

8-E USD South Dakota Union Renovation Preliminary Facility Statement (PFS) and Facility Program Plan (FPP)

Heather Forney, System Vice President of Finance and Administration, stated that she is presenting this item on behalf of the university of South Dakota (USD) staff since they had to leave early due to inclement weather. USD requests approval of their Preliminary Facility Statement (PFS) and Facility Program Plan (FPP) for the renovation of South Dakota Union at an estimated cost of \$6,800,000. Major updates are necessary throughout the building to bring it up to modern standards, meet ADA requirements, and complete needed maintenance and repair. The renovation will completely overhaul all the interior spaces, exterior windows, doors, framing, finishes, add a

fire protection system, plumbing, HVAC, and electrical systems. The building will house clinics, classrooms, research spaces, offices, conference rooms, and restrooms on each floor.

IT WAS MOVED by Regent Partridge, seconded by Regent Wink, to approve USD's Preliminary Facility Statement and Facility Program Plan for the renovation of the South Dakota Union Building at a cost not to exceed \$6,800,000 to be funded by the sources identified in this item, and to assign a building committee.

A copy of the USD South Dakota Union Renovation Preliminary Facility Statement (PFS) and Facility Program Plan (FPP) can be found on pages 442 to 452 of the official minutes.

8-F Resolution to Remove Brookman Hall at the University of South Dakota from the Auxiliary Facilities System

Heather Forney, System Vice President of Finance and Administration, stated that USD requests authority to remove Brookman Hall from its Auxiliary Facilities System as it is structurally unfit for use as a residence hall following the demolition of Brookman Hall. They further request authority to demolish Brookman Hall prior to its removal from the Auxiliary Facilities System, utilizing funds available in its Institutional System.

IT WAS MOVED by Regent Partridge, seconded by Regent Bastian, to approve the recommendation as set forth in detail on Attachment I.

ROLL CALL:

Bastian – AYE
Brown – AYE
Partridge – AYE
Rave – ABSENT
Wink – AYE
Venhuizen – AYE
Thares – AYE
Roberts – AYE

Motion passed.

A copy of the Resolution to Remove Brookman Hall at the University of South Dakota from the Auxiliary Facilities System can be found on pages 453 to 458 of the official minutes.

8-G Human Resources Transformation

Kayla Bastian, Chief Human Resources Officer, provided an update on the current status of the Human Resources Transformation project. The steering committee is requesting that the Board adopt the attached Vision, Mission and Objectives document and provide feedback on the status of the project.

Regent Wink thanked Kayla and all the other campuses for seeing that they remain fully committed to this and in line with recommendations from the Senate Bill 55 Task Force where this originated from.

IT WAS MOVED by Regent Partridge, seconded by Regent Thares, that the Board adopt the strategic Vision, Mission, and Objectives for human resources.

A copy of the Human Resources Transformation can be found on pages 459 to 466 of the official minutes.

8-H Non-Faculty Exempt Compensation Study

Kayla Bastian, Chief Human Resources Officer, provided an overview of the current status of the NFE Compensation Study. Attached to the item, the Total Rewards Philosophy is the foundation that will support the rest of the work being conducted as a part of the NFE compensation study, and staff ask that the Board adopt the SDBOR Total Rewards Philosophy.

Regent Partridge noted that this information may be good to share with Joint Committee on Appropriations (JCA) in the future.

IT WAS MOVED by Regent Partridge, seconded by Regent Thares, that the Board adopt the Total Rewards Philosophy as outlined in Attachment I.

A copy of the Non-Faculty Exempt Compensation Study can be found on pages 467 to 477 of the official minutes.

ADJOURNMENT

IT WAS MOVED by Regent Thares, seconded by Regent Venhuizen, to adjourn the meeting.

Motion passed.

The meeting adjourned at 12:00 p.m.

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 7th, in accordance with SDCL § 1-25-2 to discuss matters authorized therein. Following executive session, on December 8th, 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-C. Authorize the General Counsel to proceed with the legal matter(s) within the parameters discussed.*
- 2-D. Provide the necessary direction to finalize the documents for consideration during the public business portion of the meeting agenda.*
- 2-E. Award two (2) years of prior service credit toward tenure and two (2) years of prior service credit toward promotion each for Dr. Thomas Weyant (BHSU) and Dr. Bhaskar Prasad Rimal (DSU); and award one (1) year of prior service credit toward tenure and one (1) year of prior service credit toward promotion for Dr. Amy Dolan (NSU).*
- 2-H. Approve the recommended process for the search for superintendent/director for the SD School for the Deaf.*
- 2-I. Approve the recommended process for the search for superintendent for the SD School for the Blind and Visually Impaired.*
- 2-L. Approve the salary adjustments and appointments as outlined in Attachment I, and the reorganization request from Northern State University.*
- 2-M. Approve the contract addendum for USD men's football coach, Robert Nielson, as outlined.*
- 2-N. Approve the evaluation letter for Presidents Griffiths.*

SOUTH DAKOTA SCHOOL OF MINES & TECHNOLOGY						
Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Vanessa Lu Min Kee	Professor/Program Director	12/22/2022	Prevailing Wage Requirement	\$64,000.00	\$58,300.00	9.8%

SOUTH DAKOTA STATE UNIVERSITY						
Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Nathania Knight	Extension Associate	12/22/2022	Market Adjustment	\$45,342.32	\$42,376.00	7.0%

Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Sam Jacomet	Program Director	11/22/2022	Permanent Additional Duty Pay	\$53,002.00	\$39,550.00	34.0%

Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Leacey Brown	Extension Field Specialist II	12/22/2022	Market Adjustment	\$63,541.55	\$58,295.00	9.0%

DAKOTA STATE UNIVERSITY						
Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Richard Wicklein	Assistant Professor	12/22/2022	Market Adjustment	\$65,374.00	\$60,722.00	7.7%

Name	Title	Effective date	Job Change Reason	Requested Salary	Previous Salary	% Increase
Kim Jones	Lecturer (Math)	12/22/2022	Market Adjustment	\$55,000.00	\$51,658.00	6.5%

SOUTH DAKOTA BOARD OF REGENTS

AGENDA ITEM: 4 – C
DATE: December 7-8, 2022

SUBJECT

SDSMT Student Organization Awards

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

At the March 2022 Board of Regents meeting, the Board approved recommendations offered by each institution for the 2021 student organization award winners. The winners of these awards are announced at Board meetings throughout 2021. South Dakota School of Mines and Technology (SDSMT) Student Organization Awards will be presented at the December BOR meeting in Rapid City.

SDSMT Award for Academic Excellence: Society of Physics Students (SPS)

Members of SPS have made countless efforts to gain recognition on campus by sponsoring departmental socials, volunteering for campus outreach efforts, such as Go-to-Mines and Career days, hosting fundraisers, and physics demos for the general public, including Comic Con. SPS members have also been actively sought out by faculty members on campus with opportunities to work on research and outreach related projects, both directly and indirectly relating to SPS and Physics.

SDSMT Award for Community Service: Circle K International

Circle K International is a service organization formed to help the community through various service projects. It is part of an umbrella of organizations led by Kiwanis International. Circle K International also aims to build fellowship and create leaders within the membership.

SDSMT Award for Organizational Leadership: Mine Rescue

Mine Rescue is dedicated to educating students about the importance of mine rescue teams and safety through hands on training in leadership, teamwork and emergency management. They travel across the country to compete in mine rescue competitions and network with industry professionals, as well as tour several different mines and mills.

(Continued)

INFORMATIONAL ITEM

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 practical opportunities to hone skills, including those in leadership and communication.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – A
DATE: December 7-8, 2022

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 – Awarding of Degrees, Graduation Dates, and Catalog of Graduation 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.

IMPACT AND RECOMMENDATION

Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, and the University of South Dakota request approval of the graduation lists for Fall 2022.

Board office staff recommends approval.

ATTACHMENTS

Attachment I – Black Hills State University
Attachment II – Dakota State University
Attachment III – Northern State University
Attachment IV – South Dakota School of Mines and Technology
Attachment V – South Dakota State University
Attachment VI – University of South Dakota

DRAFT MOTION 20221207_6-A:

I move to approve the Fall 2022 graduation lists for BHSU, DSU, NSU, SDSMT, SDSU, and USD contingent upon the students’ completion of all degree requirements.

Black Hills State University Graduation List

DECEMBER 2022

ASSOCIATE OF ARTS

Briseno, Eric Jr.	Hamm, Elizabeth	Pourier, Taylor
Demma, Michelle	Lyons, Kari-Anne	

ASSOCIATE OF SCIENCE

Baxter, Cassandra	Ives, Zena	Mickelson, Megan
Bice, Makayla	Johnson, Ashley	Rodgers, Hadley
Combs, Shayne	Kenton, Lillian	Schmitt, Danielle
Coppe, Kathleen	Magelky, Niklaus	Schoon, Ciarra
Hulsman, Thea	McCraw, Lenora	Tonderum, Katelyn

BACHELOR OF FINE ARTS

Jones, Kathryn	Marcinkowski, Aidan	Scott, Whitney
Klungness, Nicole	Pheko, Troy	

BACHELOR OF GENERAL STUDIES

Harvey, Nichole	Kerr, Zachary	Smith, Elizabeth
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BACHELOR OF SCIENCE

Aberson, Rachel	Cook, David	Gingerich, Allison
Adam, Stefanie	Cordell, Brandon	Goetzinger, Nicole
Albrecht, Mathew	Cundy, Clay	Gross, Molly
Alderson, Telscha	Dobbin, Harold	Haisch, Joshua
Andre, Jory	Dolney, Dawson	Hanks, Kaci
Arneson, Tanielle	Ducheneaux, Wambli	Hanneken, Katherine
Arnold, Nikolas	Wacinhin	Hauck, Haylee
Barber, Heather	Farmer, Keyshawn	Hertz, Gabriella
Berkey, Teaghan	Fields, George	Highland, Colin
Blair, Sheridan	Finias, Taylor	Hovdenes, Angela
Buehler, Holly	Gallagher, Caleb	Jaycox, Katelyn
Carlson, Amber	Garner, Shayla	Johnson, Trevor
Cerrone, Kindra	George, Joshua	Jones, Brock

Black Hills State University Graduation List

DECEMBER 2022

Joyce, Natalie	Maier, Sydney	Roth, Emalee
Keats, Christina	Marx, Karly	Rueschhoff, Kalyn
Kelii, Sarissa-Lee	Misegadis, Payje	Russell, Madison
Klug, Paxton	Montero, Isabella	Schaeffer, Kiley
Koenen, Jordyn	Mooney-Denny, Anthony	Schafer, Elsie
Krogman, Alexis	Mousseau, Deanna	Seaboy, Mason
Lage, Taylor	Nnabuo, Noah	Sealey, Alyssa
Lahren, Molly	Norman, Michael	Speckman, Austin
Larvie, Emalynn	Nuckles, Leslie	Teasley, Kori
Leadon, Sarah	Palu, Daxton	Trapp, Emily
Leber, Delaney	Pi, Dane	Tuberquia, Emylie
Leiss, Macy	Pullen, Orion	VanderTuin, Ashleigh
Lesmeister, Chloe	Purvis, Melissa	White, Lexy
Lewis, Alexandria	Rehms, Megan	Whiteley, Darby
Light, Kylie	Rhoades, Taten	Wiford, Latosha
Linseman, Jacob	Robidoux, Michael	Wilcox, Kaylei
Logan, Anna	Robinson, Mariah	Willard, Aidan
Long, Lorenda	Roland, Andrew	Williamson, Mandee
Lunde, Sydney	Rolando, Anne-Marie	

BACHELOR OF SCIENCE IN EDUCATION

Anderson, Cassidy	Kamrath, Nicole	Peterson, Nicholas
Burtschi, Adam	Keegan, Raymie	Quaschnick, Eric
Cordell, Hope	Kennedy, Nicolette	Rypkema, Aubree
Crow, Hannah	Laughlin, Audra	Schultz, Erika
Dahlke, Jena	Legerski, Ashton	Snyder, Hannahlynn
Glynn, Riley	McCann, Olivia	Tegethoff, Averil
Hamm, Rayne	McKenzie, Katie	Thormahlen, Sarah
Hertz, Gabriella	Mendoza, Jakways	White, Josie
Hort, Breann	Neigel, Harley	Williams, Jayce
Huseby, Chase	Nistler, Maura	Winegar, Mercedes

MASTER OF BUSINESS ADMINISTRATION

Harpham, Kielar	Moraga, Joseph	Nabers, Daniel
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**Black Hills State University
Graduation List**

DECEMBER 2022

MASTER OF EDUCATION

Hoglund, Morgan

MASTER OF SCIENCE

Barr, Riley
Burton, Bryan

Clark, Jessie
Hooper, Aubrey

Wekesser, Amanda

CERTIFICATES

Cordell, Brandon
Cundy, Leslie
Hanks, Kaci
Hanneken, Katherine
Hauck, Haylee

Hovdenes, Angela
Leiss, Macy
Lesmeister, Chloe
Logan, Anna
Night Pipe, Frank

Schafer, Elsie
Scott, Whitney
Teasley, Kori
VanderTuin, Ashleigh

Fall Graduates, Class of 2022 Dakota State University

ASSOCIATE OF ARTS

Koby Leisinger

ASSOCIATE OF SCIENCE

Katelyn A. Bedient

Hayley Nicole Crawford

George Justice Forster

Brandon M Hatfield

Ian Larson

Coby Michael Lee

Scott W. Lipetzky

Carter William Moerke

Caitlin M. Mohr

Bernard Thomas O'Neill III

Thomas S. Pofahl

Austin David Ripp

Lydia Rossetti

Franklin Joseph Ryland

Zachary Bradley Stemper

Sarah Del Rosario Voegelé

BACHELOR OF BUSINESS ADMINISTRATION

Kellan Wayne Benck

Elizabeth Celeste Garrett

Chalsea A Kerkvliet

Carrie Marie Kickland

McKenna Kranz

Karen J. Schroeder

Audra Hutchinson

Hannah Nicole Viet

BACHELOR OF GENERAL STUDIES

Devon M.R. Berkness Sr.

Scott Day

Jesse Keith Docken

Brooke Joanne Gortmaker

Sage Foster Hudson

Joshua Paul Snook

Gezahegne Bekele Tegegne

Erin Melissa King

BACHELOR OF SCIENCE

Elijah James Abbott

Jack William Anderson

Katelyn A. Bedient

Krishna Bir Bista

Vinitzia Maribel Blanco

Taylor A. Blenner

Timothy David Boersma

Kade Del Brost

Clayton William Buus	Hunter James Kavanagh	Noah Ryland Osborn
Maurice Christion	Austen King	Janessa Marie Palmieri
Roman C. Cooley	William Kingston	Brandon Scott Parrott
Leviticus Christopher Crowe	Levi Charles Kittleson	Patrick David Paschke
Jeanine G. Dashiell	Annabelle Klosterman	Benjamin Patrick Person
Abderrahim El Ghanjaoui	Mariel Klosterman	Benjamin Prill
Nico Feroni	McKenna Kranz	Jacob Roy Probst
Peter Lewis Fods	Josh Krull	River Quitslund
Jenna Lee Frank	Jordan Taylor Kruse	Bibek Rai
Morgan Garber	Alexis L. Kulm	Andrew K Reese
Caleb Gebhard	Cody Matthew Edward Kuusela	Jamae Heidelberger
Peyton Jade Groft	Kira Lange	Brent A. Roark
Nicholas Daniel Handberg	Tyler J Larsen	Zachary Brian Rohrbach
Christian Keli'i Hart	Colton Jae Larson	Ryan Patrick Roper
Travis Alan Heidelberger	Katherine Josephine Leach	Jacob Ross
Zoey Bee Hendricks	Matthew George Lenarz	Keith S. Scarlata
Benjamin Henschen	Noah Allen Manter	Vanessa Ann Schroeder
Joshua Robert Hofer	Edward Felix McGregor	Roya Lee Shams
Jacob Leo Hoffer	Alex McNeill	Gaelin Forest Shupe
Michael Edwin Horner	Brandon J. Miles	Evan S Slominski
Khalid Emad Hussein	Shrijeet Raj Mishra	Max Everett Sonne
Isil Isik Mutlu	Christina Y. Mulu	Jonathan James Tallmon
Ethan Mitchell Johanneson	Taylor Myers	Austin Taylor
Erick Steven Johnson	Elijah James Ness	Paul Steven Turnbloom
Emma Lee Jones	Jason Nevin	Kyle Kennedy Van Fleet

Natalya VanOrmer	Elizabeth Marie Whitesides	Jackson Cooper Zastera
Schuyler Walchek	Abigail Jean Witt	
	Carter Dean Wynja	

BACHELOR OF SCIENCE IN EDUCATION

Mickeala Marie Boyd	Nico Feroni	Whitney Roze Owen
Lia M. Chan	Jessica J Henrich	Bridget J. Thill
Christian Christianson	Zane John Jira	Kelli Wenande
Taylor S. Stacey	Cooper Ledgen McDermott	
James Joseph Cutshaw	Jackson Dean O'Neal	

DOCTOR OF PHILOSOPHY

Damion Ricardo Mitchell	Haytham Mahmoud Mohamed
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MASTER OF BUSINESS ADMINISTRATION

Walter Frederick Van Den Oever

MASTER OF SCIENCE

Tarek Talaat Abdelmotaleb	Steven Carter	Indira Fuyal
Samuel Todd Aiello	Anusha Chama	Lorenzo Joseph Gallegos
Kalyani Allam	Sushil Chaudhary	Ganga Venkat
Mohan Balaji Arani	Shifat Chowdhury	Bharathsimha Reddy Gangula
Fabian Boria	Joseph Van Cranford	Benjamin Glaser
Casey Leroy Bray	Thomas Jonathan Crockett	Abraham Joseph Godwin
Vishnu Vardhan Reddy Buchupalli Gnana	Harsha Devineni	Noah R. Going
	Kyle Downs	

Joshua Anthony Hammrich

Alex Marwan Mansour

Noah Drake Russaw

Zak Hepler

Joseph Atta Mokwah

Parker Owen Hogue Seaman

Craig Scott Jennings

Christopher John Monteiro

Kelemete Seto

Hope Elizabeth Johnson

Pradeep Chowdary Mundra

Yousuf Ali Shaik

Koushik Julukuntla

Balaji Nagubadi

Nathan Thomas Stopinski

Joseph Kannookaden

Sharat Kutumba Srinivas Narra

Holden James Surat

Carson Kendall Grandi Koball

Sherry Lynn Neher

Akkumiya Syed

Justin Komatsu

Charles Joseph Novak

Robert Christopher Williams

Bradley Koronkiewicz

Paurakh Paudel

Joseph G. Winger

Alexis Kwizera

Viswanadh Ravi

Daniel Michael Thomas Wolff

Pavan Kumar Mamidala

Madison M. Roets

MASTER OF SCIENCE IN EDUCATION

Nicole Gabriel

Charli MeShelle Venable Nolan

Carmen M. Toole

**NORTHERN STATE UNIVERSITY
APPLICANTS FOR DECEMBER GRADUATION
December 14, 2022
Ceremony – December 10, 2022
Johnson Fine Arts Center
Jewett Theatre**

CANDIDATES FOR THE MASTER'S DEGREES

MASTER OF MUSIC EDUCATION

Lucas Lee Brown
Brendon John Canavan
Lynn Mogen Mason

Bethany Vera Nusbaum
Kasey Michelle Rogers

Kyle Nicholas Schuckmann
Brooke Louise Thielbar

MASTER OF SCIENCE

Katie McManus
Savannah Harris Spence

Isabelle Mae Stroup
Delsie Ann Weise

Katelyn Rose Weiss
Anran Zhang

MASTER OF SCIENCE IN EDUCATION

Michael James Bonds
Grant Michael Farmer
Jason W. Goebel

Hallee Kay Hall
Joshua Joseph Jensen
Abby Marie Kwasniewski

Jordan Matthew Malsom-Kjellsen
Patrick A. Sowah
Cole M. Peterson

CANDIDATES FOR THE BACCALAUREATE DEGREES

BACHELOR OF ARTS IN HONORIBUS

Brooke Ann Flemmer

Emma Kay Glant

Kylee Nicole Van Egdorn

BACHELOR OF MUSIC EDUCATION IN HONORIBUS

Danielle Rylie Spencer

BACHELOR OF SCIENCE IN HONORIBUS

Julianna Elizabeth Pasara

Emma Yeske

BACHELOR OF SCIENCE IN EDUCATION IN HONORIBUS

Allison Kay Anderson

Mackenzie Kay Turbak

BACHELOR OF ARTS

Christopher Michael Allen
 Shanice Shellane Burrell
 Crystal Pearl Ilene Cook
 Sarah Marie Gaul
 Jacob James Howard
 Scott Andrew Johnson

Judah Benjamin McKinley
 Emily Eileen Meier
 Kassidy Arlone Moser
 Christine Danielle Nefzger
 Megan Patricia O'Donnell
 Kristi Marie Schurr

Tabitha Lyn Sonne
 Joshua Eli Trumble
 Sarah Jean VanBerkum
 Samantha Marie Weidenbach
 Christian Dale Zetterlund

BACHELOR OF FINE ARTS

Gabrielle P. Grieme
 Jaci Ann Mollman

Hunter Daniel Russell

Kelly Leanne Stadel

BACHELOR OF GENERAL STUDIES

Sione Finau Fehoko Jr.
 Robert Jesse Haddock
 Hannah Martha Rose Kearns

Kyndra Alane Kranz
 John A. Litwiller III

Emma Grace Rezac
 Harleigh Stange

BACHELOR OF SCIENCE

Zahra Almubsher
 Cally Mae Anderson
 Preston Stewart Barr
 Zachary R. Bohnenkamp
 Teri Jo Carter
 Noah Michael Crosbie
 Hannah Eckhoff
 Ashley Lynn Even
 Macyn Alice Flanigan
 Drew Sebastian Geier
 Jordan Dean Graper

Jordan John Hillesheim
 Hunter Harold Hilton
 Paige Elizabeth Hutton
 Kasie LeAnn Ingraham
 Haley Jo Kastigar
 Sarah Lauren Keen
 Trejon David King
 John Edward Kolar
 Leah Christi Koltz
 Caleb Dean Lefferdink

Teresa Lone
 Darren James Makinen
 Jack Meyers
 Delci Mueller
 Jordan Andrew Stenzel
 Collin David Stoebner
 Tyson Alan Stoebner
 Lachelle Emily Swanson
 Dawson J. Weisenberger
 Miah Thompson Wills

BACHELOR OF SCIENCE IN EDUCATION

Preston Stewart Barr
 Cody James Brouwer
 Mitchell Mark Buller
 Britni R. Carlson
 Kellie Jo Christians
 Laine A. Converse
 Austin Jon Brian Gross
 Bailey Jordyn Hamrich

Hailey Fay Latham
 Ashlyn Michelle Lee
 Judah Benjamin McKinley
 Riley Jae McNeil
 Carly Rose Mekash
 Amy Lynn Ptak
 Tyler S. Schwartz
 Karley Tracy-King

Lucas Jon Trooien
 Kimberly Ann Van Sambeek
 Ramón Antonio Vega, Jr.
 Justin Lucas Waldner
 Rebekah Williams
 Katie Rubyann Wollschlager
 Samantha Ann Brewer
 Shayna Joy Yost

CANDIDATES FOR THE ASSOCIATE DEGREES

ASSOCIATE OF ARTS

Brian Issa Aranki
Heaven Leigh Fettig

Tori Rose Hooth
Ruby Ortega

Kristin Nicole Paye
Shannon Ree White

ASSOCIATE OF SCIENCE

Jordan John Hillesheim
Collin David Stuebner

Diamond Lea Sturdevant

Dilyn Rebecca Swingler

CANDIDATES FOR A CERTIFICATE

CERTIFICATE

Zahra Almubsher
Drew Sebastian Geier

John Edward Kolar

Tyson Alan Stuebner

	First Name	Middle Name	Last Name	Honors	Degree	Major	Graduation Date
1	Joseph	Marshall	Laubach		PhD	Biomedical Engineering	August 2022
2	Ajibola	Adewale	Adewole		PhD	Chemical and Biological Engineering	August 2022
3	Maryam		Amouamouha		PhD	Chemical and Biological Engineering	December 2022
4	Shailabh		Rauniyar		PhD	Chemical and Biological Engineering	December 2022
5	MD Sazadul		Hasan		PhD	Civil and Environmental Engineering	August 2021
6	Gonzalo		Rodríguez Garcia		PhD	Civil and Environmental Engineering	December 2022
7	Tanzila		Tabassum		PhD	Civil and Environmental Engineering	August 2022
8	Akash		Adhikari		PhD	Geology, Geological Engineering, and Mining Engineering	December 2022
9	Kevin	William	Genson		PhD	Materials Engineering and Science	August 2022
10	Lance	Nolan	Kotter		PhD	Materials Engineering and Science	December 2022
11	Madan	Kumar	Sharma Timalsina		PhD	Physics	December 2022
12	Beth	Ann	Blake		MS	Biomedical Engineering	August 2022
13	Ethan	Summers	Smith		MS	Biomedical Engineering	August 2022
14	Mark	Alexander	Cedar Face		MS	Civil and Environmental Engineering	December 2022
15	Vaibhav		Handa		MS	Civil and Environmental Engineering	December 2022
16	Tucker	Franklin	Hecht		MS	Civil and Environmental Engineering	December 2022
17	Benjamin	Jensen	Hector		MS	Civil and Environmental Engineering	December 2022
18	Stephen	Cody	MacLake		MS	Civil and Environmental Engineering	May 2022
19	Damodar		Poudyal		MS	Civil and Environmental Engineering	December 2022
20	Calvin	David	Tohm		MS	Civil and Environmental Engineering	August 2022
21	Anoushka		Mathews		MS	Computer Science and Engineering	December 2022
22	Jonathan	Eugene	Mathews		MS	Computer Science and Engineering	December 2022
23	Jeremiah	Narvell	Bridges		MS	Construction Engineering and Management	December 2022
24	Mark	William	Ellis		MS	Construction Engineering and Management	August 2022
25	Travis	Allen	Fincher		MS	Construction Engineering and Management	December 2022
26	Amjad Jebril Jomma		Ali		MS	Electrical Engineering	December 2022
27	Lane	Larry	Hansen		MS	Electrical Engineering	December 2022
28	Tania		Islam		MS	Electrical Engineering	December 2022
29	Mingyang		Mao		MS	Electrical Engineering	December 2022
30	Pratik	Govind	Sinai Kunkolienker		MS	Electrical Engineering	December 2022
31	Md Shahnewaz		Tanvir		MS	Electrical Engineering	December 2022
32	Cole	Allan	Cameron		MS	Engineering Management	August 2022
33	Mike	Adam	Goodale		MS	Engineering Management	December 2022
34	Daniel	Robert	Halloran		MS	Engineering Management	December 2022
35	Anna	Katherine	Hanson		MS	Engineering Management	August 2022
36	Carol	Ann	Smith		MS	Engineering Management	December 2022
37	Alex	David	Turkinov		MS	Engineering Management	December 2022
38	Samuel	Cavitt	Vollmer		MS	Engineering Management	December 2022
39	Tyler	Mitchell	Schlotterbeck		MS	Geology and Geological Engineering	December 2022
40	Karen		Ly		MS	Green and Sustainable Chemistry	December 2022
41	Collin	David	Rodmyre		MS	Green and Sustainable Chemistry	December 2022
42	Magan	Demoyn	Vaughn		MS	Green and Sustainable Chemistry	December 2022
43	Nana	Ansah	Adoo		MS	Materials Engineering and Science	December 2022
44	Lucas	Joel	Bartek		MS	Materials Engineering and Science	December 2022
45	Samuel	Earl	Kessinger		MS	Materials Engineering and Science	December 2022
46	Roy	Daniel	Kesterson		MS	Materials Engineering and Science	August 2022
47	Joseph	Andre	Lauzon		MS	Materials Engineering and Science	August 2022
48	Austin	Lee	Wilbanks		MS	Materials Engineering and Science	December 2022
49	Kaytie	Marie	Barkley		MS	Mechanical Engineering	December 2022
50	Joshua	Pierce	Hillard		MS	Mechanical Engineering	December 2022
51	Kole	Samuel	Pickner		MS	Mechanical Engineering	December 2022
52	Nicholas	Kolby	Zell		MS	Mechanical Engineering	December 2022
53	Collin	Van	Zur		MS	Mechanical Engineering	December 2022
54	Ebenezer	Kaku	Assan		MS	Mining Engineering and Management	December 2022
55	Ernest	William	Darko		MS	Mining Engineering and Management	December 2022
56	Nathaniel	R	Hofland		MS	Mining Engineering and Management	December 2022
57	Alberto		Ramos San Miguel		MS	Mining Engineering and Management	December 2022
58	Kim Yip		Chiok		MS	Nanoscience and Nanoengineering	August 2022
59	Rudolph	Russell	Hummel		MS	Paleontology	December 2022
60	Jessica	Lauren	O'Neill		MS	Paleontology	December 2022
61	Diana		Leon Silverio		MS	Physics	December 2022
62	Dylan	Mitchell	Delfosse		BS	Applied and Computational Mathematics	December 2022
63	Sarah	Michelle	Reilly		BS	Applied and Computational Mathematics	December 2022
64	Steven	James	Slater		BS	Atmospheric and Environmental Sciences	December 2022
65	Kyla	Sky	Jarvis	Summa Cum Laude	BS	Biology	December 2022
66	Madeline	Kay	Vagts	Summa Cum Laude	BS	Biology	December 2022
67	Evan	James	McConnell		BS	Biomedical Engineering	December 2022
68	Delaney	Elizabeth	Schoenefeld		BS	Biomedical Engineering	December 2022
69	Kate	Marie ChangPing	Schultz		BS	Biomedical Engineering	December 2022
70	Darik	Ethan	Dudley		BS	Business Management in Technology	December 2022
71	Michael	Alexander	Frazer Garcia		BS	Business Management in Technology	December 2022
72	Kassandra	Shawn	Luce		BS	Business Management in Technology	December 2022
73	Kristin	Ann	Luce		BS	Business Management in Technology	December 2022

74	Sarah	Paige	Millar		BS	Business Management in Technology	December 2022
75	Rylie	Nicole	Andrews		BS	Chemical Engineering	December 2022
76	Savannah	Paige	Baldwin		BS	Chemical Engineering	December 2022
77	Kevin	E	Baltzer	Cum Laude	BS	Chemical Engineering	December 2022
78	McKayla	Marie	Benson		BS	Chemical Engineering	December 2022
79	Argenis	Jose	Blanco Perdomo		BS	Chemical Engineering	December 2022
80	Lauren	Ann	Kelso		BS	Chemical Engineering	December 2022
81	Allan	Patrick	Sipos		BS	Chemical Engineering	December 2022
82	Warren	Joseph	Thompson		BS	Chemical Engineering	December 2022
83	Jordyn	Marie	Tygesen		BS	Chemical Engineering	December 2022
84	Emma	Rose	Volk	Summa Cum Laude	BS	Chemical Engineering	December 2022
85	Erika	Renae	Weeks		BS	Chemical Engineering	December 2022
86	James	Robert	Wilson		BS	Chemical Engineering	December 2022
87	Tobias	James	Bjerklie		BS	Civil Engineering	December 2022
88	Marshall	Jay	Christopher		BS	Civil Engineering	December 2022
89	Brent	Michael	Hogeland		BS	Civil Engineering	December 2022
90	Coby	Shay	Kiefer		BS	Civil Engineering	December 2022
91	Jacob	David	Leone		BS	Civil Engineering	December 2022
92	George	Steev	Martinez		BS	Civil Engineering	December 2022
93	Emma	Leigh	McCalmont		BS	Civil Engineering	December 2022
94	Moses		Narteh		BS	Civil Engineering	August 2022
95	Ethan	Jacob	Stebbins	Cum Laude	BS	Civil Engineering	December 2022
96	Drew	Elliott	Urban		BS	Civil Engineering	December 2022
97	Devon	A	Schneider	Cum Laude	BS	Computer Engineering	December 2022
98	Liam	James	Bell		BS	Computer Science	August 2022
99	Rhone	Honore Clement	Gavois	Magna Cum Laude	BS	Computer Science	December 2022
100	Oliver	John	Juhl		BS	Computer Science	December 2022
101	Thomas	Cooper	Fargen		BS	Electrical Engineering	December 2022
102	Ian	James	Kasten		BS	Electrical Engineering	December 2022
103	Devon	A	Schneider	Cum Laude	BS	Electrical Engineering	December 2022
104	Joseph	Mark	Schutte	Summa Cum Laude	BS	Electrical Engineering	December 2022
105	Sierra	Cieda	Sourasinth		BS	Electrical Engineering	December 2022
106	Emily	Therese	Guiney		BS	Geological Engineering	December 2022
107	Chloe	Marie	Jungwirth	Cum Laude	BS	Geological Engineering	December 2022
108	Kyle		Law	Magna Cum Laude	BS	Geological Engineering	December 2022
109	Graydon	James	Olson		BS	Geological Engineering	December 2022
110	Raynor	Austin	Ratchford	Magna Cum Laude	BS	Geological Engineering	December 2022
111	David	Jerry	Tilley		BS	Geological Engineering	December 2022
112	Eric	Austin	Ames		BS	Geology	December 2022
113	Hunter	Martin	Schroeder		BS	Geology	December 2022
114	Elisa		Staat	Magna Cum Laude	BS	Geology	December 2022
115	Zachary	Alan	Basham		BS	Industrial Engineering and Engineering Management	December 2022
116	Romain	Paul	Caille		BS	Industrial Engineering and Engineering Management	December 2022
117	Seungyun		Choi		BS	Industrial Engineering and Engineering Management	December 2022
118	Ryan	Eliseo	Fernandez		BS	Industrial Engineering and Engineering Management	December 2022
119	Emre	Kemal	Goktas	Magna Cum Laude	BS	Industrial Engineering and Engineering Management	December 2022
120	Taylor	Robert	Hillestad		BS	Industrial Engineering and Engineering Management	December 2022
121	Kaitlyn	S	Knight		BS	Industrial Engineering and Engineering Management	December 2022
122	Macy	Bell	McClure		BS	Industrial Engineering and Engineering Management	December 2022
123	Austin	Elton	Settje		BS	Industrial Engineering and Engineering Management	December 2022
124	William	Joseph	Stapert		BS	Industrial Engineering and Engineering Management	December 2022
125	Zachary	Braden	Sumption	Summa Cum Laude	BS	Industrial Engineering and Engineering Management	December 2022
126	Rebecca	Licayan	Cychosz		BS	Mathematics	December 2022
127	Emily	Elizabeth	Nix		BS	Mathematics	December 2022
128	Samuel	James	Powers		BS	Mathematics	December 2022
129	Jorge	Augusto Martinez	Cambara		BS	Mechanical Engineering	December 2022
130	Michael	Benjamin	Linde	Summa Cum Laude	BS	Mechanical Engineering	December 2022
131	Corryn	Elizabeth	Sams		BS	Mechanical Engineering	December 2022
132	Nicholas	D	Gregg		BS	Metallurgical Engineering	December 2022
133	Eric	Leo	Meyer		BS	Metallurgical Engineering	December 2022
134	Sean	Michael	Miller		BS	Metallurgical Engineering	December 2022
135	Justin	William	Schroeder		BS	Metallurgical Engineering	December 2022
136	Tel	Ky	Bostwick	Cum Laude	BS	Mining Engineering	December 2022
137	Charles	Henry	Dammann	Summa Cum Laude	BS	Mining Engineering	December 2022
138	Alexandra	Leigh	Gregor		BS	Mining Engineering	December 2022
139	Andrew	Thomas	Jespersen	Magna Cum Laude	BS	Mining Engineering	December 2022
140	Mora	Lee	McMillan		BS	Mining Engineering	December 2022
141	Anthony	Alexander	Rojas	Magna Cum Laude	BS	Mining Engineering	December 2022
142	Nathan	Richard Ray	Tysdal		BS	Mining Engineering	December 2022
143	Alec		Weber		BS	Mining Engineering	December 2022
144	Isaac	Daniel	Hanson		BS	Physics	December 2022
145	Blayne	Patrick	Norrick		BS	Physics	December 2022
146	Chelsea	Nicole	Brewster	Magna Cum Laude	BS	Pre-Professional Health Sciences	December 2022
147	Kyla	Sky	Jarvis	Summa Cum Laude	BS	Pre-Professional Health Sciences	December 2022

148	Madeline	Niancai	Roth		BS	Pre-Professional Health Sciences	December 2022
149	Brandi	Jean	Monnot		BS	Science, Technology, and Society	December 2022
150	Chance	M	Schisler		BS	Science, Technology, and Society	December 2022
151	Louise	Katherine	Swanson		BS	Science, Technology, and Society	December 2022
152	Trevor	J	Cunningham		AA	General Studies	December 2022

South Dakota State University
Fall 2022 Candidates

DOCTOR OF PHILOSOPHY

Samuel Adjei	Cami Fuglsby	Janet Miller
Khalid Alsaleem	Harsimardeep Gill	April Nelsen
Arwa Alshehri	Wei He	Zunera Shabbir
Bhupinder Singh Batth	Tahmina Hossain	Kessa Tribby
Dwarika Bhattarai	Deepak Joshi	Shantelle Wade
Mohamed Elfaruk	Giovanni Lavezzi	Shaina Westhoff
Mary Foss	Esneider Mahecha Bojaca	

MASTER OF ARCHITECTURE

Juan Duque Aristizabal	Guillermo Gonzalez-Cebrian	Samuel Krueger
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MASTER OF ARTS

Kaitlyn Frank

MASTER OF EDUCATION

Amanda Hoover	Andrea Siddharth
Carter Huber	Brent Thurlow

MASTER OF ENGINEERING

Gabriel Peters

MASTER OF MASS COMMUNICATION

Colton Nickelson

MASTER OF SCIENCE

Sarwar Ahmed	Salman Alanazi	Kylie Barington
Hussain Al Naser	Abdulallah Alomair	Jocelyn Behm
Gazi Mahfujul Alam	Cynthia Anchor	Sarmila Belbase

Sajal Bhattarai
 Jasmine Boeke
 Kaytlin Bohr
 Allison Bot Steffl
 Kalena Brunsch
 Brittany Canfield
 Emily Champa
 Stephen Cheye
 McKenna Collison
 Dana Cooreman
 Prashant Dahal
 Ashley Day
 Benjamin Derenge
 Amanda Ensrud
 Maria Erceg
 Megan Figura
 Yesid Garavito Duarte
 Matthew Gauger
 Cody Gilliland
 Colette Gordier
 Aaron Hargens
 Jenna Harrison
 Alanna Hartsfield
 Charlotte Heckmann

Benjamin Heckmann
 Sanket Vinayak Hirve
 Mominul Hoque
 Kelly Huot
 Amanda Husted
 Mariam Ishaq
 Jordan Jansen
 Ratul Kalita
 Nadee Kaluwahandi
 Wasingya Kavunga
 Alexandria Kelly
 Brianna Keogh
 Ciara Kulhavy
 Lok Chi Lam
 Julie Leidholt
 Brennan Lewis
 Thiago Lauro Maia-
 Ribeiro
 Matthew Martin
 Macy Miller
 Clay Newton
 Margaret Oberg
 Tiffany Olerich
 Kathryn Paulson

Taylor Payer
 Sarah Potthoff
 Marina Ramos Pezzotti
 Mohan Srinivas Reddy
 Andrew Rhiner
 Kayla Rounds
 Sydney Schneider
 Ramita Shah
 Prakriti Sharma
 Keegan Shields
 Derrick Siverson
 Emma Spors
 Jaya Krishna Sravanam
 Amanda Stade
 Makiah Stukel
 Kaitlyn VanDewater
 Himali Chathurika-
 Wickramasinghe Vithana-
 Arachchilage
 Gracie Wilson
 Reece Winkelman
 Whitney Yeboah
 Anqi Zhang

BACHELOR OF SCIENCE IN NURSING

Anita Akers
 Darian Anderson
 Brenna Anderson
 Breanna Armour
 Emily Arsenault
 Sarah Auen
 Parneet Bahia
 Abigail Baker
 Emily Beehler
 Addison Bernstein
 Alexis Berry
 Kira Bewersdorff
 Holdyn Breck
 Heidi Bretsch
 Shanie Brichacek

Lacey Broskey
 Patricia Leigh Castrence
 Mackenzie Cole
 Ashley Conradt
 Cydney Craft-Macomber
 Hailey Crawford
 Justina Cvach
 Lauren Davies
 Callie DeBoer
 Melinda DeSmith
 Molly Dowling
 Amanda Drews
 Alexa Dulas
 Ashley Eskins
 Kara Eskins

Hannah Ferens
 Ashley Fischbach
 Keeley Fischbach
 Krista Fischer
 Kelsey Fliehs
 Madyson Frazier
 Madisson Gay
 Jennifer Gendwila
 Alesha Glaser
 Cassidy Godfrey
 Avery Haase
 Colton Hage
 Katelyn Halverson
 Ashley Hamaker
 Paiten Harlow

Sophia Harris
 Megan Haselhorst
 Breanna Hawkins
 Kaylee Hennen
 Jessica Hertel
 Mikayla Hibbard
 Jasmin Holt
 Kylie Huygens
 Grace Isaacson
 Bethany Iyotte
 Kailey Jackson
 Kalli Jelen
 Tyra Johnson
 Kara Johnson
 Amber Johnson
 Sarah Johnston
 Jonathon Kerkvliet
 Felicity Klinkhammer
 Jessie Kuno
 Noel Kusek
 Michaela Lang
 Haley Lee
 Angelo Leon
 Elizabeth Leuthner
 Sydney Madsen
 Karlee Manding
 Cailyn Miller
 Chastin Mohr

Jennifer Morrison
 Connor Nedved
 Julie Nelson
 Rylie Nettetstad
 Michelle Neuharth
 Kimberly Nguyen
 Cory Noss
 Andrea Odland
 Josie Oftedahl
 Olivia O'Hara
 Jennifer Opbroek
 Theane Pagel
 Claire Palmreuter
 Seth Papenfuss
 Giana Pardee
 Veronica Peltier
 Mariah Pistorius
 Scott Porter
 Liam Porter
 Rachel Preston
 Hiwot Reda
 Paige Reuer
 Kasey Riemenschneider
 Kimberly Ristinen
 Cassidy Rohrbauck
 Kaitlyn Schmitt
 Jacob Schuh
 Jessica Scott

Whitney Sickelka
 Brookelyn Slaba
 Alexandra Smiley
 Emily Sorensen
 Bailee Storm
 Tiffany Strain
 Joseph Strull
 Sherry Tissaw
 Bianca Lizbeth Tolento
 Madison Torczon
 Lydia Traeder
 Jalyn Ufkin
 Deirdra Vander Grift
 Addison Weglin
 Olivia Welsh
 Madison Witte
 Jacob Wittstock
 Mary Wolosewicz
 Zachary Wright
 Katherine Xiong
 Kayla Yackley
 Tera Yanchunis
 Miranda Zabel
 Allysen Zerfas

BACHELOR OF SCIENCE IN AGRICULTURAL & BIOSYSTEMS ENGINEERING

Megan Bodin

Molly Rick

BACHELOR OF SCIENCE IN CIVIL ENGINEERING

Katrina Burckhard
 Andrew Grismer
 Mitchell Kramer

Anastasia Norris
 Bayden Schneider
 Austin Senger

Tristen Wagner

BACHELOR OF SCIENCE IN CONSTRUCTION MANAGEMENT

Mohammed Al-Damanhori
 Thomas Andersen
 Payton Baker
 Logan Callahan

In-Hun Chung
 Brady Hull
 Coleton James
 Zachary Neaton

Dylan Surina
 Ashwani Verma

BACHELOR OF SCIENCE IN DATA SCIENCE

Dakota Alfson
 Isaac Price

Hannah Rank
 Zach Sirek

BACHELOR OF SCIENCE IN ELECTRONICS ENGINEERING TECHNOLOGY

Collin Flahaven

Trevor Groeneweg

BACHELOR OF SCIENCE IN MATHEMATICS

Walker Citterman
 Taylor Frost

Isaac Price
 Zachary Willard

BACHELOR OF SCIENCE IN MECHANICAL ENGINEERING

Kyle Banks
 Matthew Benson
 Nathan Berg
 Jarod Berndt
 Ian Carter
 Chidera Ezugu
 Brendan Fredrickson

Samantha Goulet
 Karline Johnson
 Peyton Larson
 Nathan Linke
 Robert Luken
 Nicholas Miller
 Garrett Popp

Emily Redekopp
 Noah Scott
 Tyler Sogge
 Chet Togel
 Ryan Van Marel
 Andrew Worley

BACHELOR OF SCIENCE IN OPERATIONS MANAGEMENT

Michael Groen
 Emma Gruver

Selena Nelson

Pramith Manosha
 Ukwattage Don

ASSOCIATE OF SCIENCE IN CONSTRUCTION TECHNOLOGY

Andrew Cook

Isaac Feldhaus

David Hulle

**BACHELOR OF SCIENCE IN AGRICULTURE,
FOOD & ENVIRONMENTAL SCIENCES**

Kaylea Bailey	Kenneth Jimerson	Bethany Rennich
Taralyn Baum	Benjamin Jones	Wyatt Roberts
Nicole Baumann	Carson Kahler	Lily Ruhd
Brinn Begalka	Melissa Kirby	Shelby Ruland
Augustus Benson	Shelby Klaes	AnnaMarie Sachs
Cameron Boerboom	Ethan Klaseus	Amber Schmidt
Makenna Bruns	Carissa Kleinwort	Joshua Schmidt
Bryce Capesius	Kaden Kneifl	Samantha Schryver
Preston Carlson	Brandon Koel	Zachary Schwartz
Wyatt Debnam	Morgan Kohl	Joseph Simpson
Travis Doerr	Clayton Koppatschek	Caleb Stevens
Mikala Fischer	Megan Leyda	Nicholas Stole
Mylan Gibson	Alexander Lund	Jadyn Taylor
Jacob Gillespie	Paige Madison	Katherine Taylor
Hunter Gloden	Andrew Mairose	Whitney TenNapel
Lucina Goede	Ethan Matthys	Kerstin Thoms
Agusta Grams	Cecilia McNair	Randi Tivis
Kendal Green	Tana Menapace	Colby Trooien
Gage Gruenhagen	Sean Miller	Blake VanKeulen
Erik Gutenkauf	Sydney Mitchell	Carter Vogel
Lydia Hansen	Thomas Mitzel	Brandon Volmer
Tucker Hartlaub	Josephine Moor	Drew Wernedal
Dana Hedberg	Zachary Morehead	Myla Williams
Benjamin Heitritter	Brent Nelson	Margaret Wilson
Bailey Henschen	Justin Paulson	Austin Winkel
Brooke Hoffbeck	Jeffrey Paulson	Evan Wittry
Mary Hoiten	Lucas Pedersen	Zachary Wolkow
Nicole Intermill	Sophia Pepper	Colter Zellner
Shelby Isensee	Collin Powell	
MaKoy Ivarsen	Christian Rahn	

**ASSOCIATE OF SCIENCE IN AGRICULTURE,
FOOD & ENVIRONMENTAL SCIENCES**

Adam Bierstedt	Jacob Hill	Haley Wagenaar
Avery Gilchrist	Makayla Rhodes	
Fletcher Hennessy	Logan Shuck	

BACHELOR OF SCIENCE IN NATURAL SCIENCES

Noe Aparicio	Abigail Kastens	Brayden Selchert
Laney Brown	Mammen Korah	Conner Thaler
Colton Cogdill	Nicholas Kurtenbach	Tommi Toft
Joseph Dembouski	Alexandra Madsen	Olivia Warriner
Erin Denevan	Valeska Momotic	Kayla Washington
Sarah Erickson	Jacob Paulson	Spencer Weatherstone
Michael Frick	Jessica Reinhardt	Cole Withrow
Zackary Hilbrands	Megan Schulte	Codie Wolfe

BACHELOR OF SCIENCE IN MEDICAL LABORATORY SCIENCE

Taylor Faw	Bobbi Gilkerson
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BACHELOR OF SCIENCE IN RESPIRATORY CARE

Brent Aukerman	Gladys Diaz Almendarez
----------------	------------------------

BACHELOR OF SCIENCE IN EDUCATION AD HUMAN SCIENCES

Hiriti Araia	Alexander Daugherty	Sidney Kennedy
Taylor Arneson	Taylor DeBoer	Emily Kennedy
Matthew Arthur	Brynne Dilley	Kruse Kiser
Gabriel Bagstad	Shelbie Edberg	Daesha Klein
Logan Bauer	Kaitlin Ewy	Parker Kooima
Elise Becker	Jessica Flanders	Sara Koster
Brooke Beissel	Emma Gaes	Alexis Krantz
Camden Berndt	Julia Gill	Cheyenne Krein
Jacqueline Boots	Tatiana Gowlovech	Taylor Krings
Elizabeth Braley	Carson Gullickson	Shanda Lambert
Jordan Brehmer	Brooke Haag	Kate Larson
Hailey Brooks	Morgan Haen	Morgan LeGrand
Crystal Burk	Kallie Hambleton	Avery Lenards
Morgan Cantrell	Alex Hamilton	Cecilia Limongi
Caleb Cardwell	Emma Hardin	Mitchell Lloyd
Raina Carter	Marisa Hare	Rebecca Marshall
Sydney Charlton	Katelyn Hartwig	Alexandria Mathews
Yonas Chirillo	Hannah Hohwieler	Riley Meister
Junseo Choi	Caden Hunsley	Emily Metzger
Jordyn Cranny	Nicolas Jakubic	Luann Miner
Gabriella Cruzen	Tanner Johnson	Tatum Mork

Kalli Mueller
 Morrish Munnu
 Pakstin Nelson
 Jessica Nguyen
 Precious Onyekwe
 Brooklyn Pendley
 Brianna Pratt
 Vincent Ramos
 Chase Reber
 Anthony Reiland
 Mackenzie Risnes

Noah Roerig
 Nathan Schenkel
 Courtney Schmitz
 Anna Schwader
 Jenna Skaggs
 Alyssa Smith
 Hallie Snyder
 Kayla Sonnleitner
 Serinity Stack
 Hannah Stevens
 Casey Stickland

Lauren Taylor
 Jennilee Thompson
 Shay VanDenHemel
 Carrie Vesey
 Madalyn VonWahlde
 Kalie Ward
 Furaha Wasesa
 Austin Weber
 Timothy Willis
 Sydney Wirebaugh
 Katrina Zhylka

ASSOCIATE OF SCIENCE IN EDUCATION AND HUMAN SCIENCES

Izabela Cobb

Ashley Conradt

Ashley Wilkowski

BACHELOR OF ARTS IN ARTS, HUMANITIES & SOCIAL SCIENCES

Megan Bertsch
 Anna Boyd
 Talyssa Caya
 Daniel Clarke

Anna Hamm
 Jesus Hernandez
 Diane Kayije Liza
 Haley Lee

Valeska Momotic
 Cole Peterson
 Alex Uhl

BACHELOR OF FINE ARTS

Sydney Andrews
 Rachel Lambert

Danielle Norden
 Cassia Olson

Maddie Palmquist
 Rachael Selberg

BACHELOR OF GENERAL STUDIES

Ethan Bernard
 Benjamin Buechler
 Jacinda Carlson
 Ashley Fuss
 Alyssa Haaland

Makenzie Kerkhoff
 Kristyn LaBine
 Logan O'Hara
 Scott Roberts
 Matthew Rossi

Christopher Simmons
 Kara Wagner
 Jennifer Weber

BACHELOR OF MUSIC EDUCATION

Brooklynn Erickson
 Tori Glazier

Jacob Hoefer
 Gage Ruhlman

BACHELOR OF SCIENCE IN ARTS, HUMANITIES & SOCIAL SCIENCES

Hait Ali	Victoria Hoang	Christopher Puaha
Ian Bass	Cambree Huss	Max Rieffenberger
Princess Baygboe	Chisimdi Iheme	Shelby Ruland
Kaitlyn Berens	Zebadiah Johnson	Jared Ruter
Hayley Borah	Tsakani Khambule	Glodie Safi
Anna Boyd	Shannen Koch	Jaron Sagmoe
Victoria Christoffer	Jacob Krull	Shelby Seale
Elizabeth Davis	Aspyn Lamb	Dani Seibel
Taylor Dawley	Jenna LaPorte	Brodee Sherman
Tanner DeLoy	Alexandra Laramy	Noah Smith
Alakiir Diing	Marilyn Larsen	Sydney Smith
Ryan Doorn	Lexis Larson	Madison Stahly
Kasey Erickson	Micah Lillie	Kyle Stover
Jamie Fick	Shylyn Lothert	Ashley Stromberg
Jaedyn Finkbeiner	Delaney Lynch	Elmamarie Tatum
Adam Franta	Heather Lyons-Painter	Easton Thorn
Colton Frei	Kinser Madison	Sierra Tschetter
Thomas Fritz	Maryanna McCullough	Keegan Umland
Eric Gednalske	Brennan Mudder	Samantha Wagner
Adria Golla	Victoria Murray	James Weber
Jonathan Gouger	Moki Ndobedi	Regen Wiederrich
Garret Greenfield	Justin Nordstrom	Dalton Wielenga
Jesse Grosdidier	Marianna Pavlis	Taylor Workman
Toni Harmdierks	Ally Pink	Grace Wright
Adyn Heinricy	Jack Porter	

ASSOCIATE OF ARTS IN GENERAL STUDIES

Lauren Houg	Coral Skiles	Amber Wold
Brianna Rodriguez-Vondal	Victoria Steffes	

The University of South Dakota

Fall 2022 Candidates for Degree

Doctor of Philosophy

Clay D. Barton
Robert A. Doss
Bethany A. Freel
Reza Goljani Amirkhiz
Mariah M. Hoffman
YoungAe Kim
Kelley A. McCubbin
Allison J. Naber

Julie B. Peterson
Tracey E. Recigno
Shahaboddin Saeedi
Rhiannon M. Sears
Cazzie E. Steinzor
Aaron T. Trunt
Jonathan F. Vogl

Doctor of Education

Tammi D. Haverly

Kyle W. Laughlin

Juris Doctor

Athina Giovalakis
Travis Alan Hindt

Danielle Marie Ihler

Specialist in Education

Andrea L. Johnson
Timothy Sanderson

Master of Arts

Dustlynn S. Aipperspach
 Clement Antwi
 Madeline G. Bertram
 John E. Bickle
Anna M. Boltjes
 Jessica J. Brady
 Hanna N. Browder
 Emily E. Brown
 Alyssa L. Christianson
 Rebecca A. Cole
 Andrew Compton
 Alexandria R. Cooke
 DeJaun A. Cooper
 Caitlin C. Croasdell
 Tara E. Darcy
 Sabrina Escalante
 Madison M. Feist
 Brian P. Grace
 Mason L. Hatwan
 Whitley K. Heubrock
 Haley R. Hoffman
 Christopher J. Hoover
 Samantha A. Hyronimus
 Carrie N. Ishmael
 Richard C. Jackson
 Barbara Johnson-Tow
 Paul O. Kazeem
 Daxton J. Keegan

Jessica T. Kelly
 Amber L. Kirkpatrick
Crystal A. Kitterman
 Halle E. Larson
 Brianna M. Lichty
 Miranda J. Marron
 Andrew J. Maudal
 Ofelia K. May
 Megan M. McCray
 Allison J. McLuen
 Rachel H. Mitchell
 Jacob H. Novosad
 Kelly J. Prickett
 Sariah A. Quist
 Mokhlisur Rahman
 Renee Rubner
 Kurt J. Schiferl
 Megan E. Sebert
 Miranda P. Southall
 Britta J. Stucky
 Surabhi Swaminath
 Jill V. Swanson
 Alexis L. Taylor
 Rebecca G. Thompson
 Billy A. Trosper
 Robin Waggoner
 Grace M. Ward
 Cody J. Wirth

Master of Business Administration

Andrew A. Bouwmeester
 Andrew M. Bruns
 Brian T. Carstensen
 Katherine J. Cedeno Torres
 Jessica S. Goldade
 Zane C. Haase
 Nicholas D. Hanson
 Nicole A. Hilsendeger
 Hadi B. Hindieh
 Trent R. Hunking
 Hannah K. Hunt
 Estella Jaeger
 Alex A. Jensen

Emily A. Kraemer
 Han Jung Kwon
 Colton J. Lange
 Rhea E. LeCompte
 Dylan C. Letcher
 Wai Madryga
 Anna N. Myrmoe
 Mark Pals
Jacob M. Rysdon
 Amber J. Thompson
 Trushart P. Wagh
 Hannah Wickey
 David A. Wood

Master of Fine Arts

Danielle V. Roth

Master of Music

Craig C. Crilly

Master of Professional Accountancy

Alex E. Arango Gomez
 Jaime Cortes
 Matthew I. Hicks
 Amber L. Nissen

Skylar S. Polzine
 Noah A. Rieber
 Noah K. Stoeckman

Executive Master of Public Administration

Tiffany J. Glaser
Michelle Kays Lenning

Tiffany Pew

Master of Public Administration

Nabila Parijat

Michael F. Suing

Master of Public Health

Nassib O. Aden

Master of Science

Abu Ahammadullah
Sabbir Ahmad
Helina K. Ahmed
Minhaz Ahmed
Mathew O. Alaba
KH Mahfuzul Alam
Rafia S. Alice
Carly J. Alley
Amber L. Authier
Conan D. Bock
Umesh K. Budha
Tanner L. Carlson
Caden J. Clouse
Subham Dhakal
Ryan A. Dunbeck
Afia Farjana
Rishav Gautam
Joshua J. Hayes
Blessing D. Ishola

Venu M. Jakkampudi
Vijnathi Katamaneni
Lalit Kharel
Connor M. Kirwan
Chandana Korrapati
Bhulakshmi Kunchala
Subash Kunwar
Thomas E. Lemos
Alexandra J. Luoma
Muntasir Mamun
Harish B. Marella
Kukapalini Mathialakan
Saikot Mazumder
Kyle E. McKelvey
Nichole M. Miner
Benard O. Onserio
Deepal D. Pathak
Anisha Pathakamoodi
Md Minhazur Rahman

Amy E. Rancour
 Faith P. Rothenberger
 Md Rezwane Sadik
 William A. Salber
 Bigyan Shrestha
 Andrea L. Sorenson
 Randi J. Stine

William B. Stofft
 Mukesh R. Sudireddy
 Danielle E. Tesar
 Pradip Thapa
 Prashanna Thapa
 Casey R. Wall

Master of Social Work

Tamara F. Cox

Johanna Tietze

Bachelor of Arts

Emma C. Birkeland
 Ashlyn K. Bowker
 Kathryn J. Buechler
 Gage J. Bush
 Katelyn R. Dickens
 Teresa A. Fontenot
 Chloe J. Fullenkamp
 Makenzee R. Gooley
Lingyun Gou
 Hailey M. Harkin
 Hannah N. Helseth
 Kara H. Htoo
 Taya A. Jasa
 Lilly A. Johnson
 Mattie J. Jones
 Bentou Kamara
 Abby S. Kaup
 Gregory R. Kissam
 Alexandra R. Kleven
 Caitlin R. Kroemer
 Hanah J. Ladenburger

Jack M. McCarty
 Beth R. Meyer
 Ryan P. Mohr
 Taylor A. Moser
 Divya Neopanay
 Bainbridge A. Peterson
 Hailey A. Pieper
 Benjamin C. Roberts
 Sophia C. Salem
 Christin J. Schmidt
 Emma K. Schrick
 Haven B. Schultze
 Naomi M. Sokolow
 Nicholas E. Stark
 Je'vonte T. Thomas
 Olivia G. Thompson
 Kathryn F. Underberg
 Anna E. Van Holland
Meaegan L. R.
 Alyssa M. Yaw

Bachelor of Business Administration

Shelby Alff
 Alec J. Atwood
 Paige N. Behrends
 Randall K. Bevers
Jim W. Brockel
 Katelyn M. Bussell
 Jordan L. Centineo
 Kaitlyn E. Conto
 Brett L. Culver
 Adam K. Daly
 Leonardo F. de Souza
 Gabriel L. DeJong
 Makayla M. Dobberstein
John K. Downey
 Adam Edwardson
 Brennen A. Erickson
 Thomas H. Frederick
Gavin L. Gary
 Will A. Gross
 Madisyn K. Hall
 Courtney A. Hanisch
 Haylee A. Hanson
 Jack P. Harvison
 Broc A. Heineman
 Alexander M. Hill
 Breianna R. Hubbard
 Michael R. Hurd
 Isaiah W. Jacobsen
 Victoria J. Javers
 Amanda M. Johnson
 Meghan R. Jouvstra
 Duncan A. Koch

Courtney A. Koepke
 Krishna Koirala
 Joseph A. Kremer
 Evan D. Kruse
 Ella R. Kubas
 Caroline E. Lewis
Trinity Mikkelsen
 Brittley J. Minnaert
 Michaela L. Mohr
 Garren M. Morris
 Ryan S. Neff
 Sakar Nepal
 Lexy L. Nolz
 Dylan J. Olhausen
 Kelsey R. Plumb
 Shenal P. Premarathna
 Caileb T. Reilly
 Mark A. Rensberger
 Ashley Ritter
 Ashleigh M. Rodriguez
 Levi A. Rustand
 Jason Samec
Christian J. Schoppert
Blair D. Slaughter
 Nicole L. Steffen
 Carrie M. Stout
 Brianna N. Torkelson
 Luke M. Van Beek
 Isaac A. VanOrman
 Rachel Westergard
 Brandon T. Wilkens
 Nathan J. Zimmerman

Bachelor of Fine Arts

Katherine A. Brust
 Gilbreath, Megan M.
 Tucker J. Henning

Leah J. Mogck
 Jack A. Schwartz

Bachelor of General Studies

Kyle D. Ackermann
 Ethan T. Burson
 Chamberlain, Kaedyn C.
 Wendy C. Cook
 Isaac M. Erbes
 Caroline Fossell
 Jack R. Hanke
 Elizabeth R. Heikens
 Abbie L. Horner
Koele, Brooke L.
 Jacob E. Mihalko

Tiannah M. Moore
Neuharth, Nolan J.
 Kalli J. Ortman
 Blake J. Paulson
Reynolds, Bobbi R
 Savannah K. Rock
 Laura K. Sasges
 Tyler Selvig
 Rodney L. Sivils
 Mathew J. Stahl
 Jakari J. Starling

Bachelor of Music

Caleb C. Menzie

Lillian E. Purzol

Bachelor of Science

Halie R. Adam
Jasmine M. Anderson
 Camryn M. Arens
 Rajeev Bam
 Breanna A. Bickerstaff
 Krista J. Bickley
 Cheryl L. Bicknese
 Mary M. Borer
 Grant J. Bothun
Katherine A. Brust
 Kevin A. Calderilla Herrera
 Emily M. Carlson
 Lauren M. Chapman
 Imani Coley
 Elizabeth C. Cordell
 Taylor M. Cotter

Sierra M. Cowing
 Jamie DeGroot
 Logan M. Dravland
 Collin J. Drey
 Hanna C. Dugue
 Rachel L. Eickman
 Amy Ryker Eidem
 Wesley Eliodor
 Abigail M. Ellis
 Blake A. Ensz
 Rhian F. Felicia
 Hannah N. Fouch
 Carter P. Furlong
Kevin D. Gillespie
Aliyah A. Graybill
 Kaitlin M. Haas

Tia Hadler
 Taylor L. Hartley
 Frederick A. Hatton
 Emma L. Hayes
 Grace E. Hernes
Trenton P. Hoekstra
 Loren F. Hoelscher
 Brady J. Hoogendoorn
 Ashley J. Hunt
 Beverly R. Johnson
 Anina K. Jones
 Yash C. Kapoor
 Brady N. Katon
 William P. Kayser
Meredith A. King
 Isaac J. King
 Danielle L. Kuball
 Kerry C. Kuehl
Grayson J. Lange
 Cheyanne M. Lindholm
 Carly E. Maxwell
 Erin M. McCarthy
 Tayhgen E. McGrath
 Jared A. Mettler
 Janessa J. Milbrodt
Gabriel E. Montgomery
 Feromsa F. Nejash
 Brittney L. Nelson
 Griffin Nelson
 Ashley J. Nelson
 Ashley M. Nolz

Carolyn Otero Torres
 Kylie A. Overbay
 Abbey W. Pederson
 Aeron L. Peters
 Braden M. Peters
 Torrie R. Phillips
 Riley J. Price-Welte
 Kieran T. Quinn
 Nicholas R. Rasmussen
 Hannah R. Renken
 Matthew G. Reu
 Benjamin B. Rodriguez
 Alexa N. Rudner
 Rhonda L. Sandland
 Rachel A. Schlote
 Lillian B. Schmahl
 Raigan K. Schmidt
 Anto Shibu
 Dakota K. South
 Sarah E. Spohr
 Dylan R. Strand
 Tammey A. Tebben
 Marlie K. TeKrony
 Alicia M. Thompson
 Cameron Tisdale
 Darian I. Virchow
 Nicholas J. Wagley
 Brendan S. Webb
 Vanessa A. Weigel
 Jessica H. Wolf
 Hannah L. Zirpel

Bachelor of Science in Education

Madeline Hauser
 Chloe M. Horn
 Emily J. Johnson
 Amanda S. Knutson
 Brenna R. Lansink
 Zoe D. Meadows
 Alexis M. Mitchell
 Anne E. Pahl
 Tomalyn R. Peckham

Ellie G. Richards
 Ariel J. Rotnicke
 Morgan A. Sholty
 Danika R. Smith
 Megan N. Streier
 Alex J. Stultz
 Sophie K. Swanson
 Kimberly A. Weaver
Bethany G. Wynia

Kyle D. Yasgar

Joana P. Zanin

Bachelor of Science in Nursing

Hailey M. Agnew
 Ashley M. Ahlers
 Drew A. Anderson
 Aubree L. Andrews
 Kelli L. Ault
 Mary T. Barry
 Kayla Bassett
 Montana R. Beckmann
 Sumerlyn A. Bell-Thomas
 Madison S. Brady
 Victor R. Cima
 Matthew K. Clodfelter
 Laurie D. Cragun
 Lucas A. Crownover
 Adam K. Daly
 Alisha M. Divis
 Ighodosa S. Ereyimwen
 Reann R. Ferguson
 Madison N. Friedrichsen
 Lacrishia A. Garness
Nicole C. Gaston
 Madison M. Greenwood
James L. Hale
 Karlie N. Heidinger
 Lindsay M. Hillestad
 Mary E. Hinds
 Jylian G. Hoff
Cassie J. Huebert
 Kacey J. Hulshof
 Kailyn A. Jasper
 Brittney A. Jennings
 Lauren E. Jensen
Stephen Johnson
 Joshua B. Johnston

Bethany Kardell
 Ashley L. Kestel
 Molly C. Lange
 Logan R. LeBert
 Sydney N. Loken
 Alexis L. Manolovits
 Ryan K. McCay
 Leslie P. Melvin
 Hailey E. Michels
 Anthony G. Mudek
 Ashley J. Nelson
 Emily M. Nelson
 Norbert O. Onyango
 Erin T. Peacock
 Nealy J. Pesicka
 Kaden L. Pottebaum
 Peyton T. Rick
 Morgan L. Roman
 Kirstyn A. Roth
 Mariah R. Ruiz
 Rhyan T. Sanny
 Anna L. Simons
 Brittney R. Stratmeyer
 Caleb A. Sutton
 Tori M. Van Ravenswaay
 Tyler S. Varney
 Hannah M. Ver Steeg
 Ashley R. Virkula
Jacy L. Waldera
 KayeLynn M. Waterman
 Jordan S. Weisser
 Autumn M. Wieseler
 Emma G. Williams
 Jaron B. Zwagerman

Associate of Arts

Kassondra M. Bailey
Tori J. Cain

Alyse M. Mikkelsen
Sarah G. Munoz

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – B (1)
DATE: December 7-8, 2022

SUBJECT

BOR Policy 4:27 – Drug-Free Environment (Second Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 4:27](#) – Drug-Free Environment

BACKGROUND / DISCUSSION

In compliance with BOR Policy 4:27, Dr. Janice Minder and Katie Hubbard have been working with General Counsel Nathan Lukkes and Vice President of Human Resources Kayla Bastian to update the current attached policy. The policy in general context has not been modified. The changes reflect current practice and attempts to bring this policy into the current template.

The following has been updated:

1. Formatting
2. Insertion of a Purpose and Definitions
3. Repeal of Regents Reporting
4. Refer to Campus Reporting

IMPACT AND RECOMMENDATION

This policy draft was provided to the Academic Affairs Council at their August retreat; the first review of this policy with the Regents was at the October BOR meeting. No changes have been made since the October 2022 BOR Meeting.

Academic Affairs and Board staff support the policy revisions as recommended.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 4:27

DRAFT MOTION 20221207_6-B(1):

I move to approve the second and final reading of the proposed revisions to BOR Policy 4:27 – Drug-Free Environment, as presented.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Drug--Free Environment

NUMBER: 4:27

A. PURPOSE

The Board of Regents is committed to providing a healthy learning and working environments for all students and employees and strives to meet this commitment through prevention and awareness programs. Alcohol abuse and illegal drug use endangers the health and safety of all students and employees.

B. DEFINITIONS

None

C. DRUG--FREE ENVIRONMENT POLICY

While South Dakota law may permit certain actions regarding marijuana, the use and possession of marijuana, whether for medicinal or recreational purposes, is prohibited under federal law. Federal law classifies marijuana (cannabis) as a Schedule 1 controlled substance and criminalizes the growth or use of marijuana. The use of medical marijuana is also restricted by federal laws such as the Drug-Free Workplace Act and Drug-Free Schools and Communities Act.

Consequently, any use of marijuana on property owned or controlled by the Board or at events hosted or sponsored by the Board or an institution under the Board is strictly prohibited. The South Dakota Board of Regents is committed to providing a drug-free environment in compliance with federal law, including those requiring drug-free workplaces, schools, and communities.

Nothing in this policy abrogates the applicable requirements of the Americans with Disabilities Act.

D. COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT OF 1988

It is the intent of the Board that all employees regardless of their faculty, exempt, or civil service status be subject to the restrictions set forth herein. Additional regulations for employees may be found in Board Policy 4:4 and 4:14.

The Board strictly prohibits the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances (including cannabis used or possessed for medical purposes) by board employees and agents while on duty or while in any workplace controlled by the Board. For purposes of this prohibition, the workplace shall include premises and vehicles owned and

controlled by the Board and other premises and vehicles when used by the Board for education, research, service, or other official functions.

Any person violating this prohibition shall be subject to appropriate disciplinary action, which may include termination of employment.

Each person employed by the Board to render services under a federal grant or pursuant to a federal contract will, as a condition of that employment, agree to (i) abide by the terms of this policy and (ii) notify the institutional president or superintendent of any criminal drug statute conviction for a violation occurring in the workplace, that notice be submitted no later than five (5) days after such conviction.

1. The president or superintendent shall have primary responsibility for the implementation of this policy. Presidents and superintendents may delegate that responsibility to the extent that such delegation is usual and customary.
2. Each Board employee who is assigned to perform services under a federal grant or pursuant to a federal contract shall be given a copy of the Board's drug-free workplace policy.
3. Whenever an institution under the Board receives actual notice that an employee rendering services under a federal grant or contract has been convicted of a criminal drug statute violation that occurred in the workplace, the president or his designee shall notify the appropriate federal agency within ten (10) days after receipt of such notice.
4. Within thirty (30) days of receipt of the notice specified in paragraph (c), an institution shall (i) take appropriate personnel action against the employee, up to and including termination and (ii) if the personnel action stops short of termination, require such employee, at his or her own expense, to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by an appropriate agency.

E. COMPLIANCE WITH THE DRUG-FREE SCHOOLS AND COMMUNITIES ACT AMENDMENTS OF 1989

The Board strictly prohibits the unlawful possession, use, or distribution of alcohol, marijuana (including cannabis used or possessed for medical purposes), or controlled substances by its students or employees while property controlled by the Board or while participating in any capacity in activities or employments sponsored by it.

No possession, use, or distribution of alcohol, marijuana (including cannabis used or possessed for medical purposes), or controlled substances is permitted on premises controlled by the Board, except:

- when needed in conjunction with approved research activities;
- when alcohol is possessed, used, or distributed in a lawful manner inside a dwelling occupied by an employee who, as a condition of employment, is required to maintain a residence on premises controlled by the Board;
- when alcohol is possessed, used, or distributed in a lawful manner inside a designated residence hall facility occupied exclusively by upper-division and/or non-traditional students who are at least 21 years of age;

- when alcohol is possessed, used, or distributed in a lawful manner on premises controlled by the Board that have been designated by the institutional president as places where such possession, use, and distribution may be permitted, subject to such conditions as the institutional president may also prescribe and provided that a notice of such designation and conditions have been filed previously with the executive director;
- when the possession, use, or distribution of the controlled substance is incidental to treatment by a licensed health care professional authorized to prescribe such substances. For purposes of this section, a prescription does not include a written certification for use of medical marijuana, pursuant to SDCL 34-20G-1(23). Employees who use medical marijuana pursuant to a validly issued written certification when not on property controlled by the Board may subsequently report to work or participate in activities as long as such use does not cause impairment or inability to perform the duties of their position; or
- when alcohol is possessed, used, or distributed in a manner that is expressly approved by a Board Policy.

Board Policy 3.4 contains additional provisions regarding student possession, use, or distribution of alcohol, marijuana, or controlled substances. Board policies 4:4 and 4:14 contain additional provisions regarding employee possession, use, or distribution of alcohol, marijuana, or controlled substances.

Upon compliance with all procedural components of this and related provisions, the presidents and superintendents may execute any certifications of compliance required under the Federal Drug Free Schools and Communities Act Amendments of 1989.

1. Persons who violate the provisions of this policy will be disciplined.
 - 1.1. Each campus shall adopt and publish detailed procedures and regulations to govern student infractions of this policy and related policies. Minimum Regental standards may be found in Board Policy 3.4, which policy is also the default policy in the absence of institution-specific policies governing student conduct.
 - 1.2. Disciplinary procedures for employees vary according to the individual's status as a Civil Service Act employee, as a non-faculty employee who is exempt from the Civil Service Act, as a faculty member, or as a faculty member who is within the Special Schools bargaining unit. Disciplinary measures shall be imposed pursuant to those procedures that are appropriate based on the employee's classification.
 - 1.3. Employees whose unlawful possession, use, or distribution of alcohol, marijuana or controlled substances violates this policy may be subject to those disciplinary measures set out in Board Policy 4.14, Board Policy 4.4, and ARSD 55:10:07:01; except that absent extraordinary circumstances, a second infraction will be deemed just cause for termination.
 - 1.4. Where the infraction constitutes a felony offense under South Dakota or federal law, the essential facts of the infraction will be referred to law enforcement authorities. Referral of a matter to law enforcement authorities will not require suspension of disciplinary proceedings nor delay imposition of discipline.
2. Institutions may elect to use student fee collections to fund drug or alcohol assessment, counseling, treatment, rehabilitation, or re-entry programs for students. Employee

entitlements to drug or alcohol assessment counseling, treatment, rehabilitation, or re-entry programs are governed by Bureau of Human Resources. Current information about such entitlements may be obtained from personnel officers.

3. Each institution will prepare and will distribute annually to all higher education students, parents of students attending the special schools and employees written statements that set forth in detail the following:
 - 3.1. Institutional and Regental policies that regulate the possession, use, or distribution of alcohol, marijuana (including cannabis used or possessed for medical purposes), or controlled substances, together with the relevant disciplinary procedures and sanctions;
 - 3.2. Legal sanctions under local, state, or federal law for the unlawful possession or distribution of illicit drugs and alcohol;
 - 3.3. Health risks associated with the use of alcohol, marijuana, or controlled substances; and
 - 3.4. Any available programs for alcohol, marijuana, or controlled substances counseling, treatment, rehabilitation, or re-entry.
 - 3.5. The special schools shall also:
 - 3.5.1. Maintain age-appropriate, developmentally based drug and alcohol education and prevention programs for students in all grades;
 - 3.5.2. Assure that the drug and alcohol education and prevention programs address the legal, social, and health consequences of drug and alcohol use, provide information about effective techniques for resisting peer pressure to use illicit drugs or alcohol and convey to students that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful;
 - 3.5.3. Provide students with a copy of the standards of conduct required under subsection C.1 above; and
 - 3.5.4. Notify parents and students that compliance with the standards of conduct required under subsection C.1 above is mandatory.
4. ~~At the June 1992 meeting of the Board, and biennially thereafter, each institution will report~~
Each of the six universities and two special schools will submit their federally required reports to the Board of Regents designated representative biennially.
 - 4.1. ~~Evidence about the degree to which its alcohol, marijuana, and controlled substances programs have been effective in reducing academic, social, and employment problems associated with the use of such substances;~~
 - 4.2. ~~Any changes in institutional or Regental policies that might enhance program effectiveness; and~~
 - 4.3. ~~Data showing what disciplinary measures were imposed on students or employees pursuant to the foregoing policies.~~
 - a. ~~The data provided in response should contain sufficient detail to demonstrate that sanctions were imposed consistently and equitably among those students and employees who became subject to discipline.~~

5. Whenever an officially recognized organization is permitted under institutional policy to conduct a social function at which alcohol will be provided, it must adhere to the following guidelines:
 - 5.1. If the function includes the sale of alcoholic beverages, appropriate permits must be obtained in compliance with all of the requirements of Board Policy 6:14.
 - 5.2. The organization sponsoring the event should implement precautionary measures to ensure that alcoholic beverages are not accessible or served to persons under the legal drinking age or to persons who appear intoxicated.
 - 5.3. Persons of legal age must be designated as servers. They must be trained to monitor alcohol consumption, and they alone may have direct access to alcoholic beverages.
 - 5.4. ~~Attractive~~ Nonalcoholic beverages must be equally available and on display.
 - 5.5. The consumption of alcoholic beverages must be limited to the area designated for the event.
 - 5.6. A reasonable portion of the budget for the event must be designated for the purchase of food items, and food must be available throughout the event.
 - 5.6.1. Officially recognized student organizations remain subject to the additional restrictions set forth in Board Policy 3.4 that prohibit expenditure of organizational funds for alcoholic beverages.
 - 5.7. Alcohol service must be discontinued well before the event is expected to end.
 - 5.8. Alcohol use should never be the primary focus of the event. Drinking contests and other activities that encourage consumption of alcohol are strictly prohibited.
 - 5.9. Advertising may not mention the availability of alcohol in a prominent way, nor may advertising mention the amount of alcoholic beverages available. If mention is made, equal attention must be given to the availability of nonalcoholic beverages.
 - 5.10. Officially recognized organizations will have the responsibility to provide those persons conducting the event with copies of these guidelines. They will also be responsible for implementing these guidelines.
 - 5.11. Officially recognized organizations must agree to abide by the foregoing guidelines as a condition of continued recognition.

FORMS / APPENDICES:

None

SOURCE:

BOR Policy Manual 8.1.12; 15.1.1; 15.1.2; BOR August 2011; BOR August 2016; BOR June 2021;
[BOR December 2022](#).

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – B (2)

DATE: October 5-6, 2022

SUBJECT

BOR Policy 4:4 – Non-Faculty Exempt Employment Provisions; BOR Policy 4:7 – Grievance – Faculty; and BOR Policy 4:14 – Faculty Discipline and Disciplinary Procedures (Second Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 4:4](#) – Non-Faculty Exempt Employment Provisions

[BOR Policy 4:7](#) – Grievance – Faculty

[BOR Policy 4:14](#) – Faculty Discipline and Disciplinary Procedures

BACKGROUND / DISCUSSION

The proposed changes to BOR Policies 4:4, 4:7 and 4:14 provide additional clarification around areas of ambiguity, specific to what constitutes a grievance and the appeal processes associated therewith, in addition to establishing an intermediate legal review prior to the imposition of discipline that would result in demotion or discharge. Grievances currently require an “alleged misinterpretation, misapplication or violation of a specific term or provision...that directly affect terms and conditions of employment of the individual employee.” However, filings by employees frequently fail to assert any specific factual basis for the allegation and instead rely merely on conclusions or outcomes. Expounding the definition of grievance is intended to provide additional direction as to what is required when asserting a grievance, providing better guidance to our employees as they navigate the processes in policy. The intermediate legal review is intended to insert a neutral assessment into the process, providing an opportunity to identify and/or correct potential issues sooner rather than later.

IMPACT AND RECOMMENDATION

The proposed revisions set forth in BOR Policies 4:4, 4:7 and 4:14 provide additional clarification regarding the grievance process, ensure employees maintain the appropriate due process (i.e., grievance rights) for disciplinary matters, while also building in an

(Continued)

DRAFT MOTION 20221207_6-B(2):

I move to approve the second and final reading of the proposed revisions to BOR Policy 4:4, BOR Policy 4:7 and BOR Policy 4:14, as presented.

opportunity to identify issues and correct deficiencies prior to the imposition of certain disciplinary action, ultimately benefiting both employees and the institutions.

There have been no additional revisions since the first reading of this policy at the October 2022 BOR meeting.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 4:4

Attachment II – Proposed Revisions to BOR Policy 4:7

Attachment III – Proposed Revisions to BOR Policy 4:14

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Non-Faculty Exempt Employment Provisions

NUMBER: 4:4

A. PURPOSE

To define the process and provisions relating to the appointment, employment, conduct expectations, compensation practices, remedial action procedures, and grievance procedures for Non-Faculty Exempt (NFE) employees. This policy supersedes all other BOR policies relating to NFE employees.

B. DEFINITIONS

1. **Day:** Calendar days
2. **Executive Director:** The chief executive officer of the SD Board of Regents.
3. **Grievance:** An alleged misinterpretation, misapplication or violation of a specific term or provision of Board policy, or other agreements, contracts, policies, rules, regulations or statutes that directly affect terms and conditions of employment for the individual employee; provided the allegations assert a specific factual basis for the claim that, if proven, would establish that an action attributable to the administration deprived the grievant of a right arising under such term or provision. A grievant may not rely upon mere conclusions, general allegations, and speculative statements to establish a factual basis for the claim that a term or provision has been misinterpreted, misapplied, or violated.
4. **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, South Dakota School for the Deaf, University of South Dakota, and the Office of the Executive Director.
5. **Internal Equity Adjustment:** A salary adjustment to reduce or eliminate an internal pay rate disparity within an Institution or defined Institutional department.
6. **Market Equity Adjustment:** A salary adjustment to reduce or eliminate an external pay rate disparity using recognized market data and peer groups.
7. **Non-Faculty Exempt (NFE):** Employees who are exempt from the Civil Service Act by virtue of their administrative and professional functions.
8. **Performance Adjustment:** A salary adjustment made in recognition of work performance that meets or exceeds performance standards documented through an established review process.
9. **President:** The chief executive officer of a South Dakota Board of Regents University.

10. Student Employee: Student employees, including teaching and research fellows, are exempt from the Civil Service System. Student employees are considered temporary employees and not eligible for benefits unless meeting the requirements under the Affordable Care Act.

11. Superintendent: The chief executive officer of a South Dakota Board of Regents Special School.

C. POLICY

1. Appointment

All NFE Institutional personnel will be employed upon the approval of the President, Superintendent, or Executive Director. BOR Policies 1:5 and 1:6 outline when Board approval is required for appointment.

- 1.1. If an Institution wishes to hire a candidate who was previously terminated for cause, or who resigned in lieu of termination, the President or their delegate, and the Office of the Executive Director shall be advised of the circumstances surrounding the termination. The President, Superintendent, or Executive Director will approve or deny the rehire based upon legitimate business and position related reasons.
- 1.2. If an Institution appoints a candidate who is employed by another Institution, the Institutions shall share position related information with the requesting academic or human resource office, and the appointing authority will consider that legitimate business and position related information in the hiring process prior to appointment.

2. Employment Contracts

- 2.1. Upon appointment of a benefit-eligible employee, the University or Special School will issue an employment contract, which may be renewed annually at the discretion of the University President or Superintendent.
- 2.2. NFE employment contracts shall not be more than one year in length, unless otherwise specified in, and issued pursuant to, BOR Policy 4:49.
- 2.3. During a valid contract term, NFE employees may be reassigned for non-discriminatory purposes without cause to any position, so long as the salary is not decreased during the term of the current contract.
- 2.4. NFE Employment contracts may be non-renewed without cause by providing written notice of the non-renewal to the NFE employee prior to the expiration of the current contract term.
- 2.5. An NFE employment contract creates no obligation of the Institution for continued employment beyond the term of the contract and non-renewal of the contract is not an action which can be grieved under BOR or Institutional policy.
- 2.6. NFE employment contracts may be terminated for cause, or as a part of a reduction in force in conformity with this policy and applicable law.

3. Compensation Administration

- 3.1. All compensation adjustments that meet the criteria identified in BOR Policy 1:5(5) and 1:6(4) require Board approval.

3.2. Compensation upon Hire or Transfer

- 3.2.1. Compensation for employees at hire or transfer will be set comparative to the market value of the position as well as the internal equity of the Institution.
- 3.2.2. Institutional hiring authorities shall consult with human resources on compensation decisions at hire or transfer, and the Institution shall consider the position requirements, institutional priorities and the candidate's education, experience, skills, and abilities.

3.3. Annual Salary Adjustments

Decisions concerning annual salary policy adjustments will be made in accordance with legislative process and BOR policies. The President, Superintendent or Executive Director determines the Institutional priorities and establish guidelines for salary allocations.

- 3.3.1. Administrators responsible for making individual salary recommendations will follow approved guidelines:
 - 3.3.1.1. The Legislature will identify the salary pool and the Board will approve a total salary policy pool for which Institutions can distribute based on market, performance or institutional priorities.
 - 3.3.1.2. The President, Superintendent or Executive Director can apply institutional priorities to a specific department or area of concentration so long as it is a portion of the total salary policy pool.
 - 3.3.1.3. Administrator recommendations will be reviewed by the appropriate Vice President and/or President.
 - 3.3.1.4. All annual salary policy for benefit eligible employees must be applied through the HRFIS system, those meeting the criteria for Board approval in BOR Policy 1:5 or 1:6 must be report to the Board for approval at its regularly scheduled meeting in May.

3.4. Other Base Salary Adjustments

- 3.4.1. Additional Duty Pay: An increase, permanent or temporary, to base salary ~~not exceeding ten percent (10%)~~ may be granted based on a documented additional workload.
- 3.4.2. Duties and Responsibilities Changes: An increase based upon significant change in the duties, scope and responsibility of a position as documented in an approved position description.
 - 3.4.2.1. The adjustment shall be consistent with previous institutional priority decisions of the Institution and must be made in light of internal equity.
- 3.4.3. Internal Equity Adjustment: An increase to base salary to reduce or eliminate documented institutional internal salary disparities that are found after an analyses of position duties, individual qualifications, experience, longevity, work performance or institutional priorities.

- 3.4.4. Market Adjustment: An increase to base salary to reduce or eliminate a documented external salary inequity.

3.5. Instruction of Academic Courses

- 3.5.1. An NFE employee may be allowed to instruct an undergraduate or graduate course with the appropriate approval process at the Institution.
- 3.5.2. Compensation for the instructional work should be comparable to the rates provided to temporary faculty for comparable instruction.
- 3.5.3. If the instructional workload is assigned as an overload, the work related to course instruction should be completed outside of the scope of the employee's regular position.

4. Reduction in Force

- 4.1. An Institution may lay off or reduce the percent time of an NFE employee during a current contract term for the following reasons:

- 4.1.1. Legislative action;
- 4.1.2. Loss of grant, contract or other funding;
- 4.1.3. Governor's executive order; or
- 4.1.4. Reorganization. An Institution may only use this as a means to lay off an employee for such occasions as privatization, the movement of a function to another state agency, the elimination of an organizational function, the consolidation of departments or functions, or a reduction in a program's activities.

4.2. Layoff Notification

- 4.2.1. An employee shall be given a minimum of fourteen (14) calendar day's written notice prior to the effective date of the layoff or reduction in percent time. The notice shall include:
 - 4.2.1.1. The effective date and reason(s) for the layoff;
 - 4.2.1.2. Information concerning the right to appeal;
 - 4.2.1.3. The timeline in which the employee may present reasons in writing why the layoff should not take place;
 - 4.2.1.4. Notice is effective the day of deposit in the mail of a certified notice, the date electronically sent, or the date personally delivered to the employee.
- 4.2.2. A copy of the layoff notification should be forwarded to the system human resources officer at the time the action is taken.

4.3. Priorities for Layoff

- 4.3.1. When more than one NFE employee exists in any classification, department, or geographic location designated for a reduction in force, the following criteria will be used to identify the employee(s) who will be laid off or have reduced hours:

- 4.3.1.1. Performance;
- 4.3.1.2. Longevity with the Institution and employment status;
- 4.3.1.3. Special knowledge, skills, abilities and potential of the employee;
- 4.3.1.4. Type and mixture of funding for position and fund status;
- 4.3.1.5. Future needs of the department;
- 4.3.1.6. Geographic location.

4.4. Benefits

- 4.4.1. Any accrued and vested leave will be paid in accordance with South Dakota administrative rules and statutes.

5. Code of Conduct

Employees are expected to maintain an effective, orderly, safe and efficient work environment.

5.1. Professional Conduct/Misconduct Defined

- 5.1.1. Disciplinary action, up to and including termination, may be taken, upon notice and a right to respond, for conduct within or outside the scope of employment. Disciplinary action may be taken for just cause, including, but not limited to the reasons listed below:
 - 5.1.1.1. The employee has violated any Board of Regents or institutional policy;
 - 5.1.1.2. The employee violated a confidentiality agreement, non-disclosure agreement, policy, regulation, or law;
 - 5.1.1.3. The employee disrupts the efficiency or morale of the department;
 - 5.1.1.4. The employee is careless or negligent with the money or other property of the state or property belonging to any person receiving services from the state or has stolen or attempted to steal money or property of the state or property belonging to any person receiving services from the state;
 - 5.1.1.5. The employee has failed to maintain a satisfactory attendance record based on the established working hours or has had unreported or unauthorized absences;
 - 5.1.1.6. The employee has made a false or misleading statement or intentionally omitted relevant information during the application and selection process;
 - 5.1.1.7. The employee has intentionally falsified a state record or document;
 - 5.1.1.8. The employee has violated statutes or standard work rules established for the safe, efficient, or effective operation of the campus;
 - 5.1.1.9. A failure to correct deficiencies in performance which have been documented, whether in email or print, and communicated to the employee;
 - 5.1.1.10. A breach of recognized published standards of professional ethics for the employee's profession;

5.1.1.11. Conviction of any felony or the conviction of a misdemeanor involving immoral actions;

5.1.1.12. The unlawful or unauthorized manufacture, distribution, dispensing, possession or use of alcohol or controlled substances while on duty or while on premises owned and controlled by the Board of Regents or used by the Board of Regents for educational, research, service or other official functions.

5.1.1.13. Insubordination,

5.1.1.14. The use of alcohol, marijuana, or other controlled substances, which impairs performance of duties.

5.1.1.15. Theft of state owned or controlled property.

5.1.1.16. Intentionally and wrongfully counseling, inciting, or participating in a prohibited student or employee activity.

5.1.1.17. Any substantial or irremediable impairment of the ability of a staff employee to perform assigned duties.

5.2. Termination of Faculty Appointment

If an NFE employee holds faculty rank, and/or tenure, then the appropriate faculty termination procedures shall be applied.

6. Remedial Action Procedures

6.1. Remediation may consist of one of the following actions:

6.1.1. Corrective Action:

6.1.1.1. Verbal warnings or directives which do not constitute discipline; or

6.1.1.2. Written warnings or directives to be filed in the personnel file of the employee which do not constitute discipline.

6.1.2. Discipline:

6.1.2.1. Required training or current substance abuse treatment at the cost of the employee;

6.1.2.2. Suspension from duties with, or without, loss of pay commensurate therewith;

~~6.1.2.3. Reassignment;~~

~~6.1.2.4.~~ 6.1.2.3. Demotion, which does not include any change(s) in employment status occurring at the expiration of a term contract or any alteration(s) in employment status authorized in the employee's existing contract of employment; or

~~6.1.2.5.~~ 6.1.2.4. Discharge.

6.2. Procedures

6.2.1. Corrective Action Procedures

Corrective action may be imposed immediately, upon communication of the corrective action to the employee, pursuant to the discretion of an employee's supervisor. Employees who have had corrective action imposed may request review of the action through the grievance procedure set forth in Section 7 below, subject to the limitation(s) of Section 7.2.3.4.1.

6.2.2. Disciplinary Procedures

6.2.2.1. Legal Review Panel

Prior to providing written notice pursuant to Section 6.2.2.2 below for discipline that would result in demotion or discharge, the administration shall submit the intended discipline, the allegations supporting the intended discipline, and any evidence or documentation upon which the intended discipline is based to an internal legal review panel appointed by the Board of Regent's Executive Director, or as delegated, the institutional President. The legal review panel will be comprised of legal counsel, a human resources representative of the Board of Regents or institution, and an additional representative designated by the panel's appointing authority. The panel will conduct a review of the intended discipline and supporting materials, and provide a recommendation to the administrator for consideration. Employees may be placed on paid administrative leave during the legal panel review process in accordance with applicable policies. Any review and recommendation of the legal review panel shall be conducted under attorney-client privilege and shall not be included in the supporting materials provided to the employee, made part of the employee's personnel file, or otherwise disclosed or shared without the express written permission of the Board of Regents or its authorized designee. The legal review panel may be requested to review other employment actions; however, the legal review panel will not be used for discipline resulting from sexual harassment proceedings conducted in accordance with BOR Policy 1:17.

6.2.2.1.6.2.2.2. Stage One: Pre-Discipline Conference

If the administration determines that there are reasonable grounds for discipline, the employee will be furnished written notice of the allegations supporting the determination, an explanation of the evidence relied upon by the administration, and the intended disciplinary action. The matter will be discussed with the employee at a personal conference which will be held at a time not sooner than fourteen (14) calendar days, nor later than twenty-one (21) calendar days from the date of the transmission of the written notice, unless otherwise agreed by the employee and the administration. The employee may bring to this conference a representative chosen by the employee. At the close of the personal conference, or within seven (7) calendar days thereafter, the administration will notify the employee whether it will discipline the employee, how and the effective date of the discipline.

6.2.2.2.6.2.2.3. Stage Two: Post-Discipline Hearing Rights

Employees who have been disciplined after completion of the Stage One conference may appeal the action through the grievance procedure set forth in Section 7 below. Any grievance appeal under this section will begin at Step Two in Section 7.2.2.

7. Grievance Procedures

The grievance procedure provides a just and equitable method for resolution of grievances that affect the terms and conditions of employment.

7.1. General Provisions

- 7.1.1. Grievance procedures are available to NFE employees.
- 7.1.2. No offer of settlement of a grievance by either party shall be admissible as evidence in later grievance proceedings or elsewhere.
- 7.1.3. No settlement of a grievance shall constitute a binding precedent in the settlement of similar grievances.
- 7.1.4. If the grievant fails to act within the time limits provided herein, the administration will have no obligation to process the grievance and it will be deemed withdrawn.
 - 7.1.4.1. The parties to any grievance may, by mutual written agreement, waive the time limits provided herein.

7.1.5. If the administration fails to act in time, the grievant may proceed to the next review level by filing the grievance with the appropriate official and within the timeframe required under Section ~~7~~6.2 and any subsequently issued decision on the matter at the bypassed level will be void.

~~7.1.5.~~7.1.6. If the grievant fails to state a grievance as defined in Section B.3 in any filing under the grievance procedure, the administration will have no obligation to process the filing beyond providing notice to the grievant within five (5) days of receipt of the filing that the filing failed to meet the definition of a grievance, after which the filing will be dismissed.

~~7.1.6.~~7.1.7. The Board, administration, or supervisors shall not retaliate against any non-faculty exempt employee for filing or participating in a grievance.

~~7.1.7.~~7.1.8. Employees who voluntarily terminate their employment shall have their grievances under this policy immediately withdrawn and shall not benefit by any later settlement of an individual or group grievance.

~~7.1.8.~~7.1.9. Grievance records shall not be maintained in the individual's personnel files but shall be maintained in a separate file.

~~7.1.9.~~7.1.10. Required written notice may be sent via the Postal Service, delivered by hand, or sent through electronic mail.

~~7.1.9.1.~~7.1.10.1. Notice will be effective on the date postmarked by the Postal Service, on the date delivered by hand or on the date sent electronically, provided that, where disruption of institutional electronic communications systems interferes with delivery of an electronic notice, the effective date

of notices sent electronically will be delayed until service has been restored.

~~7.1.10.~~7.1.11. Grievances will be filed with the lowest administrative level having the authority to dispose of the grievance. If the office of the President, Executive Director, or Vice President represents the lowest administrative level having authority to dispose of the grievance, then the grievance will be filed at Step 2, Step 3 or Step 4 as applicable.

~~7.1.11.~~7.1.12. Throughout the grievance process, the grievant shall include copies of the original grievance and all responses and decisions from prior steps, if any.

~~7.1.12.~~7.1.13. Throughout each step of the grievance process, any decision issued by the institution shall be provided simultaneously to the grievant and each administrator who issued a decision in prior steps, if any. All decisions issued by the institution in response to a grievance shall include a statement of findings and conclusions supporting the decision.

~~7.1.13.~~7.1.14. Informal resolution may be attempted by the parties to a grievance at any point during the grievance procedure. If a grievance is resolved informally, the institution will be under no obligation to proceed further with the grievance.

~~7.1.14.~~7.1.15. If the deadline for any action(s) set forth herein falls on a Saturday, Sunday, legal holiday, or any other day in which the institution's administrative offices are closed, the timeframe for the action shall continue to run until the end of the first day thereafter when the institution's administrative offices are open.

7.2. Grievance Procedures

7.2.1. Step One – Grievance to Immediate Supervisor

7.2.1.1. An employee may file a grievance in writing with the immediate supervisor within fourteen (14) days of the date on which the grievant knew, or should have known, of the action or condition which occasioned the grievance.

7.2.1.2. The supervisor, upon receipt of the grievance, will investigate and provide a response to the grievant within seven (7) days.

7.2.1.3. If the employee is not satisfied with the response, the employee has seven (7) days to proceed to the next step.

7.2.2. Step Two – Grievance to Vice President

7.2.2.1. The employee may submit, in writing, a grievance of decision of the supervisor to the appropriate Vice President of the institution.

7.2.2.2. A written response shall be delivered to the employee within fourteen (14) days following receipt.

7.2.2.3. If the employee is not satisfied with the response, the employee has seven (7) days to proceed to the next step.

7.2.3. Step 3 – Grievance to President, Superintendent, or Executive Director

7.2.3.1. The employee may grieve, in writing, the decision from step two to the President, Superintendent, or Executive Director.

7.2.3.2. The President, Superintendent, or Executive Director shall investigate the matter, personally or through an appointed designee or panel.

7.2.3.3. A written response shall be delivered to the grievant within fourteen (14) days following receipt.

7.2.3.4. If the employee is dissatisfied with the response rendered, the employee has seven (7) days following receipt to proceed to step four.

7.2.3.4.1. If the employee has filed a grievance based on corrective action imposed pursuant to Section 6.2.1. of this policy, the employee has seven (7) days to request review of the response pursuant to Board Policy 1:6.C.5.

7.2.4. Step 4 – Grievance to the Board

7.2.4.1. The employee may grieve the decision of the President to the Board.

7.2.4.1.1. If the employee has filed a grievance ~~based on corrective action imposed pursuant to Section 6.2.1. of this policy, the only additional grievance process available shall be under Board Policy 1:6.C.5.~~ which is not based on a reduction in force conducted pursuant to Section 4 of this policy or discipline imposed pursuant to Section 6.1.2 of this policy, the only additional grievance process available shall be under Board Policy 1:6:C.5.

7.2.4.2. For grievances not governed by Section 7.2.4.1.1 above, The Executive Director shall select a hearing examiner within fourteen (14) days following receipt of the grievance.

7.2.4.3. The hearing examiner shall hold a hearing pursuant to SDCL ch. 1-26 with all parties involved in the grievance no later than thirty (30) days after the hearing examiner is appointed. The hearing examiner shall prepare a proposed determination including findings of fact and conclusions of law for the Board's consideration. The proposed determination shall be provided to the board within thirty (30) days of the hearing or fourteen (14) days prior to the next regularly scheduled Board meeting, whichever is sooner.

7.2.4.4. The Board's decision shall be issued to the employee within ten (10) days from the date the grievance is considered by the Board. If the Board fails to respond within the specified time period, or if the employee is not satisfied with the decision, the employee may grieve in accordance with South Dakota Codified Law Chapter 1-26

FORMS / APPENDICES:

None.

SOURCE:

BOR August 2019; BOR May 2021; BOR December 2021.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Grievance--Faculty

NUMBER: 4:7

I. Faculty Grievance Procedure

The following grievance procedure is applicable to non-bargaining unit faculty. Special Schools bargaining unit faculty grievance procedures are contained in the Special Schools COHE/BOR contract.

A. Purpose

All problems should be resolved, whenever possible, before the filing of a grievance. Open communication is encouraged between administrators and faculty members so that resorting to the formal grievance procedure will not be necessary. The purpose of this policy is to promote prompt and efficient procedures for investigating and resolving grievances.

B. Resorting to Other Procedures

If the faculty member seeks resolution of any civil rights claim in any forum or by any set of procedures other than those established in this policy, whether administrative or judicial, the institution or Board will be under no obligation to proceed any further with the matter unless the grievant is under an obligation to exhaust administrative remedies in order to bring such other action. The act of filing an action or claim in any other forum in order to avoid violating a time limitation will not be considered a violation of the intent of this policy.

C. Definitions

- (1) Day: Calendar days.
- (2) Executive Director: The chief executive officer of the Board of Regents.
- (3) Grievance: An alleged misinterpretation, misapplication, or violation of a specific term or provision of Board policy, or other agreements, contracts, policies, rules, regulations, or statutes that directly affect terms and conditions of employment for the individual employee; provided the allegations assert a specific factual basis for the claim that, if proven, would establish that an action attributable to the administration deprived the grievant of a right arising

under such term or provision. A grievant may not rely upon mere conclusions, general allegations, and speculative statements to establish a factual basis for the claim that a term or provision has been misinterpreted, misapplied, or violated.

- (4) Grievant: A named faculty member or a group of named faculty members who has filed a grievance under this procedure.
- (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 Visually Impaired, South Dakota School for the Deaf, University of South Dakota, and the Office of the Executive Director.
- (6) President: The chief executive officer of a South Dakota Board of Regents University.
- (7) Superintendent: The chief executive officer of a South Dakota Board of Regents Special School.

D. General Provisions:

- 1) No offer of settlement of a grievance by either party to the grievance will be admissible as evidence in later grievance proceedings, or elsewhere. No settlement of a grievance will constitute a binding precedent in the settlement of similar grievances.
- 2) If the grievance concerns non-renewal, denial of promotion, or denial of tenure, the grievance review will be limited to determining whether the decision was the result of failure to follow procedures. The burden of proof in such cases shall rest with the grievant.
- 3) Neither the institution nor the Board of Regents will retaliate or effect reprisals against any faculty member for processing or participating in a grievance.
- 4) In the event a grievance is filed near the end of an academic year and strict adherence to time limits will result in hardship to any party, the parties will do everything reasonable to allow the grievance to be processed in an expeditious manner.
- 5) If the grievant fails to act within the time limits provided herein, the administration will have no obligation to process the grievance and it will be deemed waived.

- 6) If the administration fails to act in time, the grievant may proceed to the next review level by filing the grievance with the appropriate official and within the timeframe required under Section E and any subsequently issued decision on the matter at the bypassed level will be void.
- 7) If the grievant fails to state a grievance as defined in Section 1.C.(3) in any filing under the grievance procedure, the administration will have no obligation to process the filing beyond providing notice to the grievant within five (5) days of receipt of the filing that the filing failed to meet the definition of a grievance, after which the filing will be dismissed.
- 87) The parties to the grievance may, in their discretion, waive any of the time limitations provided for herein; provided, however, that such waiver must be in writing and signed by both parties involved at the particular level or step of the grievance process.
- 98) Required written notice may be sent via the Postal Service, delivered by hand, or sent through electronic mail. Notice will be effective on the date postmarked by the Postal Service, on the date delivered by hand, or on the date sent electronically, provided that, where disruption of institutional electronic communications systems interferes with delivery of an electronic notice, the effective date of notices sent electronically will be delayed until service has been restored.
- 109) Grievance records will not be maintained in any faculty member's institutional personnel file.
- 110) In the case of a grievance concerning discipline or a termination pursuant to reduction procedures, the burden of proof will rest upon the administration to the extent required by law. In all other cases the burden of proof will rest upon the grievant.
- 124) Each party to the grievance will bear his own expense in a grievance proceeding. The institution or the Board will bear the expense of providing the Hearing Examiner and all attendant costs thereto.
- 132) A grievant will be permitted at any time prior to the time the Hearing Examiner sets the matter down for hearing, by written notice, to amend a grievance by further specifications. However, the filing of such amendments will not act to extend any time constraints.
- 143) Throughout the grievance process, the grievant shall include copies of the original grievance and all responses and decisions from prior steps, if any.
- 154) Throughout each step of the grievance process, any response or decision issued by the institution shall be provided simultaneously to the grievant and

each administrator who issued a decision in prior steps, if any. All decisions issued by the institution in response to a grievance shall include a statement of findings and conclusions supporting the decision.

- 165) Faculty members, in processing grievances, may represent themselves or may be represented by someone of their choice.
- 176) The grievance proceedings will be maintained as confidential, subject only to the necessity of the parties to prepare their cases. All meetings and conferences will be held in a confidential setting.
- 187) Informal resolution may be attempted by the parties to a grievance at any point during the grievance procedure. If a grievance is resolved informally, the institution will be under no obligation to proceed further with the grievance.
- 198) If the deadline for any action(s) set forth herein falls on a Saturday, Sunday, legal holiday, or any other day in which the institution's administrative offices are closed, the timeframe for the action shall continue to run until the end of the first day thereafter when the institution's administrative offices are open.

E. Grievance Procedure

1) Step One

- a. The grievant may file a grievance in writing with the lowest administrative level having authority to dispose of the grievance within fourteen (14) days of the date on which the grievant knew, or should have known, of the action or condition which occasioned the grievance.
 - i. If the appropriate Vice President of the institution is the lowest administrative level having authority to dispose of the grievance, the grievance will be filed as a first instance at Step Two. The applicable filing period remains fourteen (14) days.
 - ii. If the President or Superintendent is the lowest administrative level having authority to dispose of the grievance, the grievance will be filed as a first instance at Step Three. The applicable filing period remains fourteen (14) days.
- b. The administrator, upon receipt of the grievance, will investigate and provide a response to the grievant within seven (7) days of receipt of the grievance.
- c. If a grievant is not satisfied with the response, the grievant has seven (7) days to proceed to Step Two.

2) Step Two

- a. The grievant may file, in writing, a grievance of the Step One decision with the appropriate Vice President of the institution.
- b. The Vice President of the institution shall review the grievance and provide a response to the grievant within fourteen (14) days following receipt of the grievance.
- c. If a grievant is not satisfied with the response, the grievant has seven (7) days to proceed to Step Three.

3) Step Three

- a. The grievant may file, in writing, a grievance of the Step Two decision with the President or Superintendent of the institution.
- b. The President or Superintendent shall, personally or through a designee, review the grievance and provide a response to the grievant within fourteen (14) days.
- c. If a grievant is not satisfied with the response, the grievant has seven (7) days to proceed to Step Four.
 - i. If the grievant has filed a grievance based on corrective action imposed pursuant to Board Policy 4:14.1.D.1., the grievant has seven (7) days to request review of the response pursuant to Board Policy 1:6.C.5.

4) Step Four

- a. The grievant may file, in writing, a grievance of the Step Three decision with the Board.
 - i. If the grievant has filed a grievance which is not based on a reduction in force conducted pursuant to BOR Policy 4:23 or discipline imposed based on corrective action imposed pursuant to Board Policy 4:14.1.D.1., the only additional grievance process available shall be under Board Policy 1:6.C.5.
- b. For grievances not governed by Section E.4.a.i above, ~~The~~ Executive Director shall select a hearing examiner within fourteen (14) days following receipt of the grievance.
- c. The hearing examiner shall hold a hearing pursuant to SDCL ch. 1-26 with all parties involved in the grievance no later than thirty (30) days after the hearing examiner is appointed. The hearing examiner shall prepare a proposed determination including findings of fact and conclusions of law for the Board's consideration. The proposed determination shall be provided to the board within thirty (30) days of the hearing or fourteen (14) days prior to the next regularly scheduled Board meeting, whichever is sooner.
- d. The Board's decision shall be issued to the grievant within ten (10) days from the date the grievance is considered by the Board. If the

Board fails to respond within the specified time period or if the grievant is not satisfied with the decision, the grievant may grieve to the circuit court in accordance with SDCL ch. 1-26.

SOURCE: Current Policy Manual 5.4.6; BOR April 2009; BOR May 2021; BOR December 2021.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Faculty Remediation and Remediation Procedures

NUMBER: 4:14

1. Remediation and Remediation Procedures

A. Preamble

The Board, through its institutional administrators, has the duty to maintain a competent, productive, effective and ethical workforce and to ensure observance of obligations and rights established by law, rule or policy and implicated in university operations. This duty extends to supervision of faculty member conduct. To discharge this duty, the Board and its administrators possess the inherent power to discipline employees, including faculty members, who fail to adhere to expectations for competent, productive, effective and ethical teaching, research or service, who violate laws, rules or policies implicated in university operations, or who engage in misconduct, neglect of duty, insubordination or otherwise unacceptable conduct. This article ensures that the exercise of the power to remediate conduct comports with the requirements of due process.

B. Alternative Measures

Subject to the reserved authority required by *Worzella v. Board of Regents of Education*, 77 S.D. 447, 93 N.W.2d 411 (S.D. 1958), the Board has delegated to institutional administrators provisional authority to discipline any faculty members for failure to adhere to expectations for: competent, productive, effective and ethical teaching, research or service; violation laws, rules or policies implicated in university operations; or misconduct, neglect of duty, insubordination or otherwise unacceptable conduct, including such conduct identified in section 2 of this policy. The authority delegated to institutional administrators must be exercised consistently with Board policy. The delegated authority includes the power to determine the discipline to be imposed and its effective date.

Taking into consideration the circumstances that warrant discipline or corrective actions, past service, scholarly achievements and other mitigating or aggravating circumstances, remediation may consist of one of the following actions:

1. Corrective Action:

- a. Verbal warnings or directives which do not constitute Discipline; or
- b. Written warnings or directives to be filed with the personnel file of the faculty member which do not constitute Discipline.

2. Discipline:

- a. Required training or current substance abuse treatment at the cost of the faculty member;
- b. Suspension from duties with, or without, loss of pay commensurate therewith;
- ~~c. Reassignment;~~
- c. Demotion, which does not include any change(s) in employment status occurring at the expiration of a term contract or any alteration(s) in employment status authorized in the faculty member's existing contract of employment; or
- d. Discharge.

C. Interim Suspension

Unlike a disciplinary suspension under paragraph B.2.b. above, an interim suspension from duties during the pendency of an active review of allegations of conduct warranting discipline is not deemed to be a discipline under this article.

The decision to place a faculty member on interim suspension pursuant to this section does not require compliance with the Stage One notice procedures set forth in section D.2., below, but an informal pre-suspension process will ordinarily be provided. Absent the need for quick action or manifest impracticality, a faculty member will be informed, either orally or in writing, of the basis for the suspension, given an explanation of the evidence supporting the action and afforded an opportunity to respond before being placed on interim suspension.

In circumstances that require quick action or where the pre-suspension process is impractical, and where independent third-party findings confirm reasonable grounds for the allegations against the faculty member, the administration may place a faculty member on interim suspension before providing the requisite information, explanation and opportunity to respond.

The administration may withhold pay where the circumstances that trigger the interim suspension implicate public trust in ways that would preclude continued discharge of assigned responsibilities.

D. Procedures

1. Corrective Action Procedures

Corrective action may be imposed immediately, upon communication of the corrective action to the faculty member, pursuant to the discretion of the faculty member's supervisor. Faculty members who have had corrective action imposed may request review of the action through the grievance procedures established in Board Policy No. 4:7, subject to the limitation(s) in Board Policy 4:7.I.E.3.c.i. Any grievance appeal under this section will begin at Step 3 of Board Policy No. 4:7.I.E.

2. Disciplinary Procedures

a. Legal Review Panel

Prior to providing written notice pursuant to Section D.2.b below for discipline that would result in demotion or discharge, the administration shall submit the intended discipline, the allegations supporting the intended discipline, and any evidence or documentation upon which the intended discipline is based to an internal legal review panel appointed by the Board of Regent's Executive Director, or as delegated, the institutional President. The legal review panel will be comprised of legal counsel, a human resources representative of the Board of Regents or institution, and an additional representative designated by the panel's appointing authority. The panel will conduct a review of the intended discipline and supporting materials, and provide a recommendation to the administrator for consideration. Faculty members may be placed on paid administrative leave during the legal panel review process in accordance with applicable policies. Any review and recommendation of the legal review panel shall be conducted under attorney-client privilege and shall not be included in the supporting materials provided to faculty member, made part of the faculty member's personnel file, or otherwise disclosed or shared without the express written permission of the Board of Regents or its authorized designee. The legal review panel may be requested to review other employment actions; however, the legal review panel will not be used for

discipline resulting from sexual harassment proceedings conducted in accordance with BOR Policy 1:17.

~~a~~.b. *Stage One: Pre-Discipline Conference*

If the administration determines that there are reasonable grounds for discipline, the faculty member will be furnished written notice of the allegations supporting the determination, an explanation of the evidence relied upon by the administration, and the intended disciplinary action. The matter will be discussed with the faculty member at a personal conference which will be held at a time not sooner than fourteen (14) calendar days, nor later than twenty-one (21) calendar days from the date of the transmission of the written notice, unless otherwise agreed by the faculty member and the administration. The faculty member may bring to this conference a representative chosen by the faculty member. At the close of the personal conference, or within seven (7) calendar days thereafter, the administration will notify the faculty member whether it will discipline the faculty member, how and the effective date of the discipline.

~~b~~.c. *Stage Two: Post-Discipline Hearing Rights*

Faculty members who have been disciplined after completion of Stage One personal conferences may challenge the action through the grievance procedures established in Board Policy No. 4:7. Any grievance appeal under this section will begin at Step 3 of Board Policy No. 4:7.I.E.

In all cases, the burden to prove the charges will rest with the administration to the extent provided by law; provided that the faculty members will bear the burden to prove affirmative defenses or counterclaims relating to a challenged discipline.

2. **Unprofessional Conduct**

The Board recognizes that academic tradition has established common and accepted standards of acceptable conduct and that academic disciplines may assemble and publish statements applying such standards to the unique circumstances of their respective professions. While the Board expects faculty members to adhere to accepted professional standards, whether published or not, it also recognizes that university lecture halls, laboratories and work environments have become subject to manifold levels of governmental regulations and contractual restrictions that also establish or imply standards of conduct needed to protect the special interests that justify the regulations and restrictions.

Even standards published by professional organizations or conduct expectations grounded in statute, rule, policy or contract may be subject to change over time or may be extended to technological or social contexts that emerge following their original adoption. These

circumstances preclude the establishment of comprehensive policy that catalogs each form of conduct that violates the essential principles recognized by professionals or established in statute, rule, or policy contract. Thus, the Board provides the following instances to illustrate, without limitation, forms of unacceptable conduct that expose faculty members to discipline, but this enumeration is neither intended, nor could be intended, to preclude disciplinary action for other conduct that violates accepted standards or emergent requirements of statute, rule, policy or contract:

- A. Neglect of duty, misconduct, incompetence, abuse of power or other actions that manifest an unfitness to discharge the trust reposed in public university faculty members or to perform assigned duties;
- B. A failure to correct deficiencies in performance ~~in compliance with a constructive plan~~which have been documented, whether in email or print, and communicated to the faculty member;
- C. A breach of recognized published standards of professional ethics;
- D. Conviction of any felony or the conviction of a misdemeanor involving moral turpitude;
- E. Unauthorized absence from duties without prior notification or justifiable cause or excuse for the absence;
- F. The manufacture, distribution, dispensing, possession or use of alcohol or controlled substances shall be cause for discipline where:
 - 1) The conduct is unlawful or unauthorized and occurs while acting within the scope of employment; while on premises owned and controlled by the Board of Regents or used by the Board of Regents for educational, research, service or other official functions; or while participating in any capacity in activities sponsored by the Board; or
 - 2) The conduct has been authorized and is lawful, but the use significantly impairs the faculty member in the performance of his duties; or
 - 3) Other conduct that involves a failure to conform to laws regulating alcohol and controlled substances and that results in injury to the person or the rights of others.
- G. The failure or refusal to follow or comply with Board or institutional policies, regulations or published work rules or with lawful orders or instruction of a superior;
- H. Theft, misuse, abuse or wrongful destruction of state owned or controlled property controlled real, personal or intellectual property, including information systems, databases and similar resources;

- I. Participation in strike activities proscribed by SDCL Chapter 3-18;
- J. Violations of rights assured to students, employees or others under federal or state laws or regulations or Board or institutional policies and regulations;
- K. Use of the powers and prerogatives of a faculty member to coerce or to induce others to engage in unlawful conduct or conduct prohibited under Board or institutional policy;
- L. Failure to comply with health or safety regulations, to require compliance by students or others under a faculty member's supervision or to comply with duly issued emergency orders;
- M. Misrepresentation of authority or other conduct intended to deceive or to assist another to deceive others, irrespective of the motives;
- N. Interference with or disruption of the efficiency or morale of educational, research or service programs, workplaces or organizational units, including actions that violate expectations for civil conduct among professors and when working with students, as provided in Board Policy No. 4:38 (5), or failure at all times to be accurate, to exercise appropriate restraint and to show respect for the opinions of others, as required under Board Policy No. 1.11 (1)(C); or
- O. Any substantial or irremediable impairment of the ability of a faculty member to perform assigned duties.

SOURCE:

1991 Policy Manual 5:4:2 and 5:4:3; BOR April 2009; BOR December 2010; BOR May 2021; BOR December 2021; January 2022 (Clerical).

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – C
DATE: December 7-8, 2022

SUBJECT

Program Modifications Requiring Board Approval – USD

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – New Programs, Program Modifications, Curricular Requests, and Inactivation/Termination

[AAC Guideline 2.3](#) – Substantive Program Modifications

[AAC Guideline 2.3.A](#) – Institutional Substantive Program Modification Requests Summary

BACKGROUND / DISCUSSION

The University of South Dakota has submitted the following program modification proposals provided in Attachment I. Under a new process outlined in AAC Guideline 2.3, certain substantive program modifications may require Board approval. The new process allows for changes to existing programs that would have typically required an institution to complete a new program request, which is overly burdensome when the program already exists. For instance, a change in degree or a change in program name/specialization may utilize the new process. Institutions may submit substantive program modifications to the Board after approval from the Executive Director, following a review by the System Associate VP for Academic Programming. These requests are also available on the [Institutional Substantive Program Modification Requests Webpage](#).

Existing Program: Substantive Program Modifications Requiring Board Approval

- Professional Accountancy (MPA/MPAcc.) – *request to change degree, total credits of elective course work, total credits of supportive coursework, program name, and addition of three specializations*
- Secondary Education/Special Education (BSEd) – *request to add specialization, for change total credits required within the discipline, total credits of supportive coursework, total credits of elective coursework, total credits required for the program, and program name*

DRAFT MOTION 20221207_6-C:

I move to approve USD's program modification requests for the MPA in Professional Accountancy and BSEd in Secondary Education/Special Education, as presented.

IMPACT AND RECOMMENDATION

Upon approval by the Board, the proposals will move forward for implementation and entry into Banner.

ATTACHMENTS

Attachment I – USD: Substantive Program Modification Requests Summary Form



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Institutional Substantive Program Modification Requests

Institution: University of South Dakota

Date: 10/20/2022

Institutional representatives should provide direct links to PDF documents for each of the program modification requests represented below. All requests should be posted on the campus Curriculum and Instruction website one week prior to the Academic Affairs Council meeting where the program modification request is being considered.

<i>Program Title (Substantive Changes Requiring Board Approval)</i>
<u>Professional Accountancy (MPA/M.P.Acc.)</u>
<u>Special Education (B.S.Ed.)</u>

Program modifications referenced above require review by the Academic Affairs Council and approval from the Board of Regents before they may be advanced forward for entry in the student information system. They should be listed separately in posting prior to the Academic Affairs Council meeting.

<i>Program Title (Substantive Changes Not Requiring Board Approval)</i>	<i>Approval</i>
<u>Criminal Justice (B.A./B.S.)</u>	
<u>Music (M.M.) with History of Musical Instruments specialization</u>	

Program modifications referenced above for approval have been reviewed by the Academic Affairs Council and the System Vice President for Academic Affairs and may be advanced forward for entry in the student information system. For those program modifications listed above that did not receive approval, additional clarification or justification will be necessary and should be re-routed through the review process on a separate "Institutional Substantive Program Modification Requests" form once all issues have been resolved.

Signature: System Vice President for Academic Affairs

Date



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Substantive Program Modification Form

UNIVERSITY:	USD
CURRENT PROGRAM DEGREE:	Master of Professional Accountancy
CURRENT PROGRAM MAJOR:	Professional Accountancy
CURRENT SPECIALIZATION:	Accounting Analytics (optional)
CIP CODE:	52.0301
UNIVERSITY DEPARTMENT:	Accounting and Finance
BANNER DEPARTMENT CODE:	UACF
UNIVERSITY COLLEGE:	Beacom School of Business
BANNER COLLEGE CODE:	2B

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.

Vice President of Academic Affairs or
President of the University

Date

1. This modification addresses a change in (place an "X" before the change):

<input type="checkbox"/>	Total credits required within the discipline	<input checked="" type="checkbox"/>	Total credits of supportive course work
<input checked="" type="checkbox"/>	Total credits of elective course work	<input type="checkbox"/>	Total credits required for program
<input checked="" type="checkbox"/>	Program name	<input type="checkbox"/>	Existing specialization
<input type="checkbox"/>	CIP Code	<input checked="" type="checkbox"/>	Other-Add 3 new specializations for a total of 4
<input checked="" type="checkbox"/>	Modification requiring Board of Regents approval <i>Must have prior approval from Executive Director or designee</i>		

2. Effective date of change:

3. Program Degree Level (place an "X" following the program level):

Associate	<input type="checkbox"/>	Bachelor's	<input type="checkbox"/>	Master's	<input checked="" type="checkbox"/>	Doctoral	<input type="checkbox"/>
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4. Category (place an "X" following the category):

Certificate	<input type="checkbox"/>	Specialization	<input checked="" type="checkbox"/>	Minor	<input type="checkbox"/>	Major	<input checked="" type="checkbox"/>
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5. If a name change is proposed, the change will occur (place an "X" before the change):

Proposed new name: **Degree: Master of Accountancy (MAcc) & Major in Accounting**

<input type="checkbox"/>	On the effective date for all students
<input checked="" type="checkbox"/>	On the effective date for students new to the program (enrolled students will graduate from existing program)

6. Primary Aspects of the Modification:*Existing Curriculum**Proposed Curriculum (Highlight Changes)***Master of Professional Accountancy (MPA),
Professional Accountancy major****Master of Accountancy (MAcc), Accounting major**

Pref.	Num.	Title	Cr. Hrs.	Pref.	Num.	Title	Cr. Hrs.
ACCT	585	Accounting Standards & Ethics	3	ACCT	585	Accounting Standards & Ethics	3
ACCT	731	Tax Planning and Practice	3	ACCT	731	Tax Planning and Practice	3
ACCT	780	Advanced Accounting	3	ACCT	780	Advanced Accounting	3
ACCT	720	Seminar in Cost Accounting	3	ACCT	720	Seminar in Cost Accounting	3
ACCT	750	Contemporary Topics in Auditing	3	ACCT	750	Contemporary Topics in Auditing	3
ACCT	760	Acct in Govt. & Non-Profit Org	3	ACCT	760	Acct in Govt. & Non-Profit Org	3
ACCT	740	Accounting Theory	3	REMOVE			
				ACCT	732	Accounting Analytics	3
Approved electives or specialization			9	Required coursework, approved electives, or specialization			9-15
				Required for students without a business baccalaureate degree			
				BADM	501	Business Essentials I	3
				BADM	502	Business Essentials II	3
				ACCT	522	Systems and Cost Accounting	3
				ACCT	530	Income Tax Accounting	3
				ACCT	550	Auditing	3
				Required for students with a business but not an accounting baccalaureate degree			
				ACCT	522	Systems and Cost Accounting	3
				ACCT	530	Income Tax Accounting	3
				ACCT	550	Auditing	3
Accounting Analytics Specialization			9	Accounting Analytics Specialization			9
ACCT	541	Forensic Auditing & Fraud Examination	3	ACCT	541	Forensic Auditing & Fraud Examination	3
DSCI	723	Data Management and Warehousing	3	DSCI	723	Data Management and Warehousing	3
DSCI	724	Data Mining for Managers	3	DSCI	724	Data Mining for Managers	3
				Business Management Specialization			9
				BADM	720	Quantitative Analysis	3
				Choose two			
				BADM	760	Operations Management	3
				BADM	770	Managerial Marketing	3
				DSCI	527	Supply Chain Management	3
				ECON	782	Managerial Economics	3
				Leadership Specialization			9
				BADM	761	Leadership Development	3
				HRM	560	Human Resource Management	
				Choose one			
				DSCI	541	Project Management	3
				MGMT	568	Negotiation/Dispute Resolution	3
				BADM	762	Business and Its Environment	3
				Finance Specialization			9
				BADM	710	Managerial Finance	3
				FIN	711	Investment Analysis & Portfolio Mgmt	3
				Choose one			
				FIN	512	Security Analysis	3
				FIN	513	Advanced Corporate Finance	3
				FIN	514	Financial Derivatives	3
				FIN	515	Financial Institutions	3
				FIN	516	Commercial Bank Management	3
				FIN	517	International Finance	3
				FIN	519	Adv. Financial Analysis & Modeling	3
				FIN	712	International Financial Management	3
Total number of hours required for major			30	Total number of hours required for major			30-45
Total number of hours required for degree			30	Total number of hours required for degree			30-45

7. Explanation of the Change:

The field of accounting and auditing has expanded. Business professionals are moving into the fast-growing field of public accounting which often requires a CPA certification. CPA exam qualifications in many states require 150 credits along with specific coursework. The changes to the required course (adding ACCT 521, 530, and 550) will add a pathway to the CPA exam that was previously much more difficult. As the program is currently designed, admission requirements are an undergraduate degree in business along with six undergraduate accounting courses (18 credits). These courses will not count as part of the graduate degree. With these changes, students will still need six hours of intermediate accounting prior to applying for the program. In addition to knowledge needed for the program, most states require intermediate accounting coursework in order to sit for the CPA exam. To make the program leaner, more competitive, and more targeted to the CPA exam changes, we are proposing the changes to the prerequisites, the core courses, and including three new specializations. These three additional specializations in business management, leadership and finance provide attractive pathways for MPA students to secure internships/jobs in specialized industries/public accounting.

For substantial modifications requiring Board approval, complete the items below. References to external sources should be documented with a footnote (including web addresses where applicable).

8. Date of approval from the Executive Director or designee.

On 9/19/22, USD was granted permission to add the 3 new specializations to the pending proposal tracking for October AAC. USD was granted permission to update this curriculum using this substantive modification form.

9. Identify the program modification requested.

USD's program will be listed as a degree in Master of Accountancy (MAcc) & a major in Accounting. We will add three new specializations in addition to our existing one.

Current coding is

- UMPACC.PAC (major code is Professional Accountancy UPAC)
- UMPACC.PAC-A (specialization code is Accounting Analytics UAAN)
- UMPAC.P-A.AP
- UMPA.PAD.AP.

10. Provide justification for the desired modification.

The change from Master of Professional Accountancy (MPA) to Master of Accountancy (MAcc) eliminates confusion surrounding the common acronym shared with the Master of Public Administration (MPA). Additionally, the standard degree name in the industry is MAcc. This program is designed and continues to support students pursuing the Certified Public Accountant designation. The MPA name is more often connected to the Chartered Professional Accountant which is not the desired connection. The content modifications are in line with the changes in the profession.

11. Would the requested modification require a change to the catalog description and/or the program learning outcomes? If so, describe.

Yes, the program learning outcomes will now include an analytics component.

12. Indicate the number of students currently enrolled in the program.

57

13. Describe the real impact to students.

Name change – no impact to time or cost. Impact will come in ease of explaining credentials to employers.

Content change – the timeline and cost is reduced for any student wanting to enter the program who has a business degree but does not have a degree in accounting. The reduction is 12 undergraduate credit hours. The addition of the analytics course into the core will help students prepare for employment in the industry and the CPA exam. Our industry partners told us the skills are needed. The CPA Evolution materials indicate increased use of analytics in the exam.

14. Describe the real impact to the university.

The changes are intended to boost enrollment in the graduate accounting program.

15. Describe any cost associated with the program modification.

No. The additional analytics content can be covered by existing accounting faculty lines.

16. Describe any risks and unintended consequences associated with the program modification.

None.

17. Would this modification be effective for current and future students, or only students who enroll following the change?

The changes will be effective for new students. Those in the current program will be taught out with the previous name and content requirements.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Substantive Program Modification Form

UNIVERSITY:	USD
CURRENT PROGRAM DEGREE:	BSED
CURRENT PROGRAM MAJOR/MINOR:	Secondary Education/Special Education
CURRENT SPECIALIZATION:	
CIP CODE:	13.1001
UNIVERSITY DEPARTMENT:	Teacher Residency & Education
BANNER DEPARTMENT CODE:	UCIN
UNIVERSITY COLLEGE:	School of Education
BANNER COLLEGE CODE:	2E

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.

Elizabeth M. Freeburg

Vice President of Academic Affairs or
President of the University

10/3/2022

Date

1. This modification addresses a change in:

<input checked="" type="checkbox"/>	Total credits required within the discipline	<input checked="" type="checkbox"/>	Total credits of supportive course work
<input checked="" type="checkbox"/>	Total credits of elective course work	<input checked="" type="checkbox"/>	Total credits required for program
<input checked="" type="checkbox"/>	Program name		Existing specialization
<input type="checkbox"/>	CIP Code		Other
<input checked="" type="checkbox"/>	Modification requiring Board of Regents approval		

Must have prior approval from Executive Director or designee

2. Effective date of change: May 2022

3. Program Degree Level (place an "X" following the program level):

Associate		Bachelor's	X	Master's		Doctoral	
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4. Category (place an "X" following the category):

Certificate		Specialization		Minor		Major	X
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5. If a name change is proposed, the change will occur (place an "X" before the change):

Proposed new name: Bachelor's of Science in Education, Special Education

Reminder: Name changes may require updating related articulation agreements, site approvals, etc.

<input checked="" type="checkbox"/>	On the effective date for all students
<input type="checkbox"/>	On the effective date for students new to the program (enrolled students will graduate from existing program)

6. Primary Aspects of the Modification:*Existing Curriculum**Proposed Curriculum (highlight changes)*

Pref	Num	Title	Cr Hrs	Pref	Num	Title	Cr Hrs
70 Major Hours (+Major Hours in Other Specialty Area, 94-106), 124-136 Degree Hours				86 Major Hours, 120 Degree Hours [standalone major]			
Special Education Departmental Requirements (34 hours)				Special Education Departmental Requirements (32 hours)			
SPED	100	Introduction to Persons with Exceptionalities (C)	3	SPED	100	Introduction to Persons with Exceptionalities (C)	3
SPED	200	Serving Students with Mild to Severe Disabilities	3	SPED	200	Serving Students with Mild to Severe Disabilities	3
SPED	260	Introduction to Behavior Management	2	SPED	260	Introduction to Behavior Management	2
SPED	296	Field Experience (C)	1	SPED	296	Field Experience (C)	1
SPED	350	Informal Assessment	2	SPED	350	Informal Assessment	2
SPED	394	Internship (C)	1	SPED	394	Internship (C)	1
SPED	417	Vocational-Transitional Programming (C)	2	SPED	417	Vocational-Transitional Programming (C)	2
SPED	420	K-12 Curriculum & Instructional Strategies	2	SPED	420	K-12 Curriculum & Instructional Strategies	2
SPED	426	Advanced Methods and Materials for Secondary Students with Disabilities	2	Delete			
SPED	431	Identification and Assessment in Special Education (C)	3	SPED	431	Identification and Assessment in Special Education (C)	3
SPED	432	Methods and Materials for LD K-12 (C)	2	SPED	432	Methods and Materials for LD K-12 (C)	2
SPED	441	Inclusive Methods for Diverse Learners (C)	2	SPED	441	Inclusive Methods for Diverse Learners (C)	2
SPED	460	Family Systems and Professional Collaboration (C)	2	SPED	460	Family Systems and Professional Collaboration (C)	2
SPED	488	Student Teaching in Special Education (C)	7	SPED	488	Student Teaching in Special Education (C)	7
Departmental Requirements (14 hours)				Departmental Requirements (7 hours)			
ELED	433	Professional and Ethical Issues	1	ELED	433	Professional and Ethical Issues	1
ELED	459	Introduction to Literacy Assessment and Remediation (C)	2	ELED	459	Introduction to Literacy Assessment and Remediation (C)	2
SEED	394	Internship (C)	1	Delete			
SEED	400	Methods and Media in Middle/High School (C)	2	SEED	400	Methods and Media in Middle/High School (C)	2
SEED		secondary teaching methods course	3	Delete			
SEED	450	Reading and Content Literacy (C)	2	SEED	450	Reading and Content Literacy (C)	2
SEED	488	7-12 Student Teaching (C)	3	Delete			
Nondepartmental Requirements (22 hours)				Nondepartmental Requirements (22 hours)			
EDFN	338	Foundations of American Education (C)	2	EDFN	338	Foundations of American Education (C)	2
EDFN	438	Bridging Theory and Practice	3	EDFN	438	Bridging Theory and Practice	3
EDFN	440	Classroom Management (C)	3	EDFN	440	Classroom Management (C)	3
EDFN	475	Human Relations (C)	3	EDFN	475	Human Relations (C)	3
EPSY	200	Child/Adolescent Development and Learning	3	EPSY	200	Child/Adolescent Development and Learning	3
INED	211	South Dakota American Indian Culture and Education (C) [SGR #3, HSDC]	3	INED	211	South Dakota American Indian Culture and Education (C) [SGR #3, HSDC]	3
TET	200	Technology to Improve Learning	2	TET	200	Technology to Improve Learning	2
TET	400	Methods in Educational Technology & Media	3	TET	400	Methods in Educational Technology & Media	3
Major Hours in Other Specialty Area (24-36 hours)				Teaching Methods Core (25 hours)			
				ELED	320	K-8 Science Methods	2
				ELED	331	K-8 Math Methods Seminar I	3
				ELED	344	Integrated Literacy I K-8	3
				ELED	345	Integrated Literacy II K-8	3
				ELED	360	K-8 Social Science Methods	2
				SEED	413	7-12 Science Methods (C)	3
				SEED	415	7-12 Social Science Methods (C)	3
				SEED	418	7-12 Math Methods (C)	3
				SEED	424	7-12 Language Arts Methods (C)	3
General Education Requirements Remaining			27	General Education Requirements Remaining			27
Electives			0	Electives			7
Total number of hours required for major			70	Total number of hours required for major			86
Total number of hours required for degree			124-136	Total number of hours required for degree			120

Pref	Num	Title	Cr Hrs	Pref	Num	Title	Cr Hrs
				Double Major in Special Education for SEED BSED Majors			
				Departmental Requirements (31 hours)			
				SPED	100	Introduction to Persons with Exceptionalities (C) *This course double counts toward BSED SEED requirements and SPED double major	3
				SPED	200	Serving Students with Mild to Severe Disabilities	3
				SPED	260	Introduction to Behavior Management	2
				SPED	296	Field Experience (C) *This course double counts toward BSED SEED requirements and SPED double major for Field Experience content.	1
				SPED	350	Informal Assessment	2
				SPED	394	Internship (C)	1
				SPED	417	Vocational-Transitional Programming (C)	2
				SPED	420	K-12 Curriculum & Instructional Strategies	2
				SPED	431	Identification and Assessment in Special Education (C)	3
				SPED	432	Methods and Materials for LD K-12 (C)	2
				SPED	441	Inclusive Methods for Diverse Learners (C) *This course double counts toward BSED SEED requirements and SPED double major	2
				ELED	459	Introduction to Literacy Assessment and Remediation (C)	2
				SPED	460	Family Systems and Professional Collaboration (C)	2
				SPED	488	Student Teaching in Special Education (C) *Students in SEED BSED programs will completed 3 hours of ELED/SEED 488 towards their program in place of 6 hours for a total of 7 hours in both majors in Student Teaching XXX 488 coursework	4
				Special Education Double Major students must complete one of the following SEED BSED Majors			
				Total for double major is 127-139 <ul style="list-style-type: none"> • Secondary Ed-Biology Education specialization 136-137 • Secondary Ed-Communication Studies Ed specialization 127 • Secondary Ed-English Education specialization 133 • Secondary Ed-History Education specialization 133 • Secondary Ed-Mathematics Education specialization 139 • Secondary Ed-Physical Education specialization 133 • Secondary Ed-Spanish Education specialization 131 			
				Total number of hours required for major			
							31

7. Explanation of the Change:

The purpose of this curricular revision is to define the “Major Hours in Other Specialty Area” that are required in this program, and aligned with certification requirements. Currently, in the catalog, these credit hours are not defined, which could allow a student enrolled in this program to complete any courses to meet this requirement. To address this issue, we have created two options for students. The first is a Special Education major that includes a Teaching Methods Core. These teaching methods courses are critical to their ability to support the instruction of the classroom teacher and the learning needs of their students in individual subject areas (i.e., Math, Science, Literacy, etc.). In doing so, we have been able to reduce the total number of credit hours required for the Special Education degree (non-double major) from 124-136 to 120, therein creating a cost savings to our students and enabling them to complete their degree program within four years. The second is a double major for those students also completing the SEED BSED program. We have identified the 31 credit hours these students would need to complete to add the Special Education BSED as a second major.

Through this curricular revision, we believe we will be able to recruit more students into this program, especially those that only want to become a Special Education teacher and not an Elementary or Secondary teacher. We also

will be able to retain more students, specifically those that have passed their Special Education licensure exam, but who have been unable to pass either their Elementary Education or Secondary Education content licensure exam.

For substantial modifications requiring Board approval, complete the items below. References to external sources should be documented with a footnote (including web addresses where applicable).

1. Date of approval from the Executive Director or designee.
9/19/2022
2. Identify the program modification requested.
Define the Major Hours in Other Specialty Area. Add Special Education Specialization for Secondary Education BSED majors.
3. Provide justification for the desired modification.
By defining the major hours in other specialty area, we will ensure students are taking coursework that will best prepare them to be highly qualified and effective Special Education teachers, and ensure that their program of study is aligned with certification requirements. This revision will also reduce the financial burden on students seeking only the Special Education BSED by requiring only 120 credit hours instead of 124-136 hours. We believe this revision will also assist with recruiting more students into the program and ultimately meet a critical need within the state given the current teacher shortage both regionally and throughout the nation.
4. Would the requested modification require a change to the catalog description and/or the program learning outcomes? If so, describe.
No, the catalog description and program learning outcomes would remain the same.
5. Indicate the number of students currently enrolled in the program.
3
6. Describe the real impact to students.
The real impact this curricular revision would have on students is reducing their cost of becoming a Special Education teacher and assist with their retention in the teacher education program at USD. This program change will also create an option for students that have no interest in teaching in either elementary or secondary general education classrooms have a pathway to becoming a Special Education teacher.
7. Describe the real impact to the university.
The real impact this curricular revision would have on the university is that it would lead to better student retention in the teacher education program and improve our ability to recruit students to the university to become a Special Education teacher.
8. Describe any cost associated with the program modification.
There are no anticipated costs associated with this program modification.
9. Describe any risks and unintended consequences associated with the program modification.
There are no foreseeable risks or unintended consequences associated with this program modification.
10. Would this modification be effective for current and future students, or only students who enroll following the change?
This program modification would go into effect for both current and future students.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – D (1)

DATE: December 7-8, 2022

SUBJECT

New Program Request – SDSU – Minor in Geospatial Intelligence

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – New Programs, Program Modifications, Curricular Requests, and
Inactivation/Termination

BACKGROUND / DISCUSSION

South Dakota State University (SDSU) requests authorization to offer a minor in Geospatial Intelligence. Geospatial Intelligence is a broad field that encompasses the intersection of geospatial data with social, political, environmental, and numerous other factors. The minor would be open to all students with an interest in working in the areas of national security, emergency management, or public safety. The minor would focus on geospatial techniques (GIS, remote sensing, data management, etc.) and analytical courses from political science, history, geography, etc. to provide students with foundational knowledge for success in the field of Geospatial Intelligence.

IMPACT AND RECOMMENDATION

SDSU plans to offer the minor in Geospatial Intelligence on campus and online. SDSU does not request new state resources, and no new courses will be required. SDSU estimates 7 students enrolled and 6 graduates by the fourth year of the program.

Board office staff recommends approval.

ATTACHMENTS

Attachment I – New Program Request Form: SDSU – Minor in Geospatial Intelligence

DRAFT MOTION 20221207_6-D(1):

I move to authorize SDSU to offer a minor in Geospatial Intelligence, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Baccalaureate Degree Minor

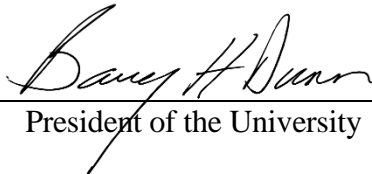
UNIVERSITY:	SDSU
TITLE OF PROPOSED MINOR:	Geospatial Intelligence
DEGREE(S) IN WHICH MINOR MAY BE EARNED:	Any
EXISTING RELATED MAJORS OR MINORS:	Geographic Information Sciences (B.S., minor, certificate), Geography (B.A., B.S., minor), Political Science (B.A., B.S., minor), History (B.A., B.S., minor)
INTENDED DATE OF IMPLEMENTATION:	2023-2024 Academic Year
PROPOSED CIP CODE:	43.0407
UNIVERSITY DEPARTMENT:	Geography & Geospatial Sciences
BANNER DEPARTMENT CODE:	SGGS
UNIVERSITY DIVISION:	Natural Sciences
BANNER DIVISION CODE:	3T

☒ **Please check this box to confirm that:**

- The individual preparing this request has read [AAC Guideline 2.8](#), which pertains to new baccalaureate degree minor 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.



 President of the University

9/28/22

Date

1. Do you have a major in this field? ☐ Yes ☒ No

2. 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.

South Dakota State University (SDSU) requests authorization to offer a baccalaureate minor in Geospatial Intelligence. Geospatial Intelligence (GEOINT) is a broad field that encompasses the intersection of geospatial data with social, political, environmental, and numerous other factors. The Intelligence Community defines geospatial intelligence as “the exploitation and analysis of imagery and geospatial information to describe, assess and visually depict physical features and

geographically referenced activities on the Earth.”¹ This minor would be open to all students with an interest in a credential for working in national security, emergency management, or public safety careers.

The proposed minor fits within SDSU’s statutory mission to provide undergraduate and graduate programs of instruction in the liberal arts and sciences. The Department of Geography and Geospatial Sciences currently offers undergraduate and graduate level programs in Geography (B.A., B.S., M.S., minor), Geographic Information Sciences (B.S., M.S. specialization, minor, certificate), Community and Regional Planning (B.S.), and Geospatial Science and Engineering (Ph.D.) - Geography and Remote Sensing Specializations. The Geospatial Intelligence will complement existing geography and geospatial sciences programs offered by SDSU.

The Geospatial Intelligence minor will contribute to the South Dakota Board of Regents *Strategic Plan 2022-2027* Goal 4: Workforce and Economic Development the “Public post-secondary and higher education serves as a critical pipeline for the workforce locally in South Dakota and as well as nationally and globally.”²

In addition, the Geospatial Intelligence minor will contribute to the attainment of SDSU’s *Imagine 2023* strategic plan Strategic Goal 1 – Excellence through Transformative Education. The minor will utilize active and innovative teaching and learning practices and incorporates multiple cross-curricular skills, including inquiry and analysis, critical thinking, teamwork and problem-solving.³

3. What is the nature/purpose of the proposed minor? Please include a brief (1-2 sentence) description of the academic field in this program.

Geospatial Intelligence refers to the use of geospatial technologies to extract information for decision advantage in humanitarian response, strategic defense, security or investigative analysis. The proposed GEOINT minor would focus on geospatial techniques (GIS, remote sensing, data management, etc.) and analytical courses from political science, history, geography, etc. to provide students with foundational knowledge for success in the GEOINT community.

4. How will the proposed minor benefit students?

Students receiving the Geospatial Intelligence Minor would be situated to apply for national security jobs within the federal government, which include the National Geospatial-Intelligence Agency, Central Intelligence Agency, Federal Bureau of Investigation, Defense Intelligence Agency, National Security Agency, Military Intelligence, FEMA, and Drug Enforcement Administration, among others.⁴ Students could also work for government contractors at various agencies. Geospatial intelligence is used by more than just national agencies. Increasingly, local civil service agencies rely heavily on GEOINT skills to better protect and serve their communities. These skills can be used by law enforcement agencies and emergency management agencies for natural disasters and public health emergencies.

¹ National Geospatial-Intelligence Agency. <https://www.nga.mil/about/Mission.html> (visited September 13, 2022).

² South Dakota Board of Regents. <https://www.sdbor.edu/the-board/StrategicPlan/Pages/default.aspx> (page 15, visited September 13, 2022).

³ South Dakota State University. <https://www.sdstate.edu/imagine-2023-aspire-discover-achieve> (visited September 13, 2022).

⁴ https://www.nga.mil/resources/GEOINT_Basic_Doctrine_Publication_10_.html

- 5. Describe the workforce demand for graduates in related fields, including national demand and demand within South Dakota.** *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. Please cite any sources in a footnote.*

Geospatial intelligence occupations would require exposure to geospatial skills. Many projections from government agencies and market research firms alike point toward considerable growth of the geospatial technology industry as well as growth in Geographic Information Systems (GIS) and remote sensing-related employment sectors and fields. According to Verified Market Research, the Global Geospatial Solutions Market was valued at \$202 billion in 2021 and will reach \$506.2 billion by 2030, with a market growth rate of 12.1% between 2022 to 2030.⁵

CareerOneStop, sponsored by the U.S. Department of Labor's Bureau of Labor Statistics (BLS), expects jobs in the field of cartography and photogrammetry to grow by approximately 5% nationally between 2020 and 2030 and increase 13% in South Dakota from 2018 to 2028, with a median salary over \$68,900.⁶ Occupations in Intelligence Analysts are projected to grow by 3% nationally between 2020 and 2030, with a median income of \$83,640 and 4% increase in South Dakota from 2018 to 2028.⁷ Geographic Information Systems Technologists and Technicians are projected to increase nationally by 9% between 2020 and 2030, with a median income of \$95,270.⁸ Remote Sensing Technicians are projected to grow by 8% nationally from 2020 to 2030 and 13% in South Dakota from 2018 to 2028 with a median salary of \$49,030.⁹ Employment in jobs related to cartography, GIS and remote sensing are excellent opportunities for recent university graduates who have exposure to the technologies.

It is anticipated that there will be strong interest in this credential among students who wish to serve in national security occupations, particularly the National Geospatial-Intelligence Agency (NGA). This credential should be popular with SDSU ROTC (Army & Air Force) students, veterans, and active military who could complete the minor online. Majors from geography, geographic information sciences, political science, computer science, criminology, and history should have an interest in this minor.

- 6. Provide estimated enrollments and completions in the table below and explain the methodology used in developing the estimates.**

The estimates below are based on 10% of student enrollment in the Geography (36) and Geographic Information Sciences (25) majors for year 4. The number will increase as other majors identify the benefit of adding this minor.

⁵ <https://www.verifiedmarketresearch.com/product/geospatial-solutions-market/>
(visited August 25, 2022).

⁶ U.S. Department of Labor Employment and Training Administration. *CareerOneStop*, <https://www.careeronestop.org/Toolkit/Careers/Occupations/occupation-profile.aspx?keyword=Cartographers%20and%20Photogrammetrists&onetcode=17102100&location=UNITED%20STATES> (visited August 25, 2022).

⁷ O*NET/U.S. Department of Labor/Employment and Training Administration <https://www.onetonline.org/link/summary/33-3021.06> (visited September 16, 2022).

⁸ U.S. Department of Labor Employment and Training Administration. *CareerOneStop*, <https://cloudfront.careeronestop.org/Toolkit/Careers/Occupations/occupation-profile.aspx?keyword=Geographic%20Information%20Systems%20Technologists%20and%20Technicians&onetcode=15129902&location=UNITED%20STATES&lang=en> (visited August 25, 2022).

⁹ U.S. Department of Labor Employment and Training Administration. *CareerOneStop*, <https://cloudfront.careeronestop.org/Toolkit/Careers/Occupations/occupation-profile.aspx?keyword=Remote%20Sensing%20Technicians&onetcode=19409903&location=UNITED%20STATES&lang=en> (visited August 25, 2022).

	Fiscal Years*			
	1 st	2 nd	3 rd	4 th
<i>Estimates</i>	FY 24	FY 25	FY 26	FY 27
Students enrolled in the minor (fall)	2	3	5	7
Completions by graduates	0	2	4	6

*Do not include current fiscal year.

7. What is the rationale for the curriculum? Demonstrate/provide evidence that the curriculum is consistent with current national standards.

The Department of Geography & Geospatial Sciences is going through an accreditation process in the spring of 2023 for a Geospatial Intelligence Certificate. The accreditation for the certificate is through the United States Geospatial Intelligence Foundation (USGIF).¹⁰ USGIF's accreditation of collegiate Geospatial Intelligence Certificate and Degree Programs awards colleges and universities the ability to offer students GEOINT certificates accompanying an undergraduate college degree, independent, stand-alone graduate certificates, and/or full undergraduate or graduate degrees. The program benefits the students, colleges, universities, industry, government, and the GEOINT Community at large, by ensuring current hiring needs are reflected in cross-disciplinary classroom coursework. A USGIF GEOINT Credential proves to hiring organizations that the holder has the needed foundational knowledge and technical skills as well as critical thinking, reporting and synthesis abilities to successfully contribute to the GEOINT Community. The certificate is an 18-credit certificate, the same number of credits as a minor in the SDBOR system. The USGIF only offers the student a digital key for passing the certificate. By having the minor in Geospatial Intelligence students will have a credential on their transcript, as well. The Department of Geography and Geospatial Sciences modeled the requirements for the minor after the curriculum requirements at the University of Missouri for their Geospatial Intelligence Certificate program.¹¹ The coursework will cover a breadth of both technical and analytic subject matter that is essential in meeting the USGIF curriculum guidelines.

8. Complete the tables below. Explain any exceptions to Board policy requested.

A. Distribution of Credit Hours

Geospatial Intelligence Minor	Credit Hours	Percent
Requirements in minor	9	50%
Electives in minor	9	50%
Total	18	100%

B. Required Courses in the Minor

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
GEOG	280	Introduction to Remote Sensing	none	3	No
GEOG	372-372L	Introduction to GIS and Lab	none	3	No
GEOG	447	Geography of the Future	none	3	No
Subtotal				9	No

¹⁰ <https://usgif.org/education/#geoint-certificates>

¹¹ <https://geography.missouri.edu/current-students/geospatial-intelligence>

**C. Elective Courses in the Minor: List courses available as electives in the program.
Indicate any proposed new courses added specifically for the minor.**

Technical Electives: Select one course from the following list. Credits: 3

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
GEOG	383-383L	Cartography and Lab	none	3	No
GEOG	471	Introduction to GIS Programming	GEOG 372	3	No
GEOG	473-473L	GIS: Data Creation and Integration and Lab	GEOG 372	3	No
GEOG	474-474L	GIS: Vector & Raster Modeling and Lab	GEOG 372	3	No
GEOG	475-475L	GIS Applications and Lab	GEOG 372	3	No
GEOG	476-476L	Web GIS and Lab	GEOG 372	3	No
GEOG	477-477L	Spatial Databases and Lab	GEOG 372	3	No
GEOG	480-480L	Satellite Remote Sensing and Lab	GEOG 280	3	No
GEOG	483-483L	UAS Remote Sensing and Lab	none	3	No

Analytical Electives: Select two courses from the following list. Credits: 6

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
GEOG	210	World Regional Geography	none	3	No
GEOG	317	Geography of Africa	none	3	No
GEOG	320	Regional Geography*	none	3	No
GEOG	425	Population Geography	none	3	No
GEOG	430	Geography of Europe	none	3	No
HIST	419	World Environmental History	none	3	No
POLS	350	International Relations	none	3	No
POLS	447	Latin American Politics	none	3	No

* GEOG 320 can be taken more than once the region can be different.

9. What are the learning outcomes expected for all students who complete the minor? How will students achieve these outcomes?

At the completion of the Geospatial Intelligence Minor students will be able to:

- Recognize and interpret geospatial patterns to develop solutions for GEOINT problems.
- Demonstrate competency in GIS and Remote Sensing tools and analyses.
- Recognize the importance of the human domain in GEOINT.
- Manage geospatial data and geovisualization.

Individual Student Outcome	Program Courses that Address the Outcomes				
	GEOG 280	GEOG 372/L	GEOG 447	Technical Electives	Analytical Electives
Recognize and interpret geospatial patterns to develop solutions for GEOINT problems.	X	X	X	X	X
Demonstrate competency in GIS and Remote Sensing tools and analyses.	X	X		X	
Recognize the importance of the human domain in GEOINT.			X		X
Manage geospatial data and geovisualization.		X		X	

10. What instructional approaches and technologies will instructors use to teach courses in the minor? *This refers to the instructional technologies and approaches used to teach courses and NOT the technology applications and approaches expected of students.*

The courses associated with the minor will be face-to-face and online with instruction using lecture, discussion, lab exercises, and written exercises.

11. Delivery Location

- 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., USD Community Center for Sioux Falls, Black Hills State University-Rapid City, Capital City Campus, etc.) or deliver the entire program through distance technology (e.g., as an online program)?**

	Yes/No	Intended Start Date
On campus	Yes	2023-2024 Academic Year

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	No		

	Yes/No	If Yes, identify delivery methods <i>Delivery methods are defined in AAC Guideline 5.5.</i>	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	015 Internet Asynchronous – Term Based Instruction	2023-2024 Academic Year
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 minor through distance learning (e.g., as an online program)?** *This question responds to HLC definitions for distance delivery.*

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	No		

Students may complete this minor online 100% online by selecting GEOG courses. The HIST and POLS electives (HIST 419, POLS 350, and POLS 447) are not currently offered online by the School of American and Global Studies.

12. Does the University request any exceptions to any Board policy for this minor? Explain any requests for exceptions to Board Policy. *If not requesting any exceptions, enter “None.”*

None.

13. 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 and maintenance, facilities, etc., needed to implement the proposed minor. Address off-campus or distance delivery separately.

The minor will be offered using existing resources only. The Department of Geography & Geospatial Sciences already has the resources, personnel, courses, lesson plans, and infrastructure required to implement the minor. No new investments are required at this time.

The department already has online programs in B.S. and B.A. in Geography, B.S. in Geographic Information Sciences, Minor in Geography, Minor in Geographic Information Sciences and has the online capacity to implement the Geospatial Intelligence Minor.

14. 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.

☐ 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.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – D (2)

DATE: December 7-8, 2022

SUBJECT

New Program Request – USD – BS in Conservation Biology

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – New Programs, Program Modifications, Curricular Requests, and
Inactivation/Termination

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests permission to offer a BS program in Conservation Biology. The proposed program will replace a current specialization within the current BS in Biology, and will make it a standing major. With all the necessary changes for each current specialization within the biology major, navigating the major has become cumbersome for students and often students are not even aware the specialization exists until coming to USD. The formal separation of this specialization into a free-standing degree will potentially increase enrollment in the major at USD while also better reflecting the focus of study for the student.

The Intent to Plan for this program was approved by the Executive Director in August, per BOR Policy 2:23.

IMPACT AND RECOMMENDATION

A summary of the program proposal has been included as Attachment I. Additional information on this proposal is available from the Board office by request.

ATTACHMENTS

Attachment I – New Program Request Full Proposal Summary: USD – BS in Conservation
Biology

DRAFT MOTION 20221207_6-D(2):

I move to authorize USD to offer a BS in Conservation Biology, as presented.

**Full Proposal – BS Conservation Biology
University of South Dakota**

BOR Recommendation: The Board of Regents Academic Affairs and the Executive Director support the program request. Whereas this program is currently offered as a specialization within the BS in Biology, approving this program will allow students to highlight their focus of study in the name of their major.

Program Description:

Students will develop research and critical thinking skills as they tackle concepts such as climate change, biodiversity loss, and natural resource management. The program includes hands-on learning opportunities, such as a field ecology course that involves designing and conducting an ecological field research study. Students engage in research experiences and gain access to facilities that grow their knowledge in biodiversity allowing them to pursue careers in sustainability, conservation, or ecology.

The proposed degree replaces the current specialization within the current BS in Biology. This degree will continue the courses currently indicated in the specialization requirements.

Strategic Impact:

USD Strategic Impact: This program is aligned with the institutional mission of educating students who are well-prepared for a global and complex world with classroom experiences that are robust, experiential, and practical. Within the mission of the College of Arts and Sciences, this undergraduate major will support our mission of producing graduates who will solve the future's most pressing challenges. These problems extend greatly into conserving local resources and protecting biodiversity. Training in this program allows students to obtain the necessary skills and knowledge to begin successful careers in this field.

BOR Strategic Impact: The proposed program also aligns with the Board of Regents Strategic Plan 2022-2027, Goal 3: Academic Excellence, Student Outcomes, Educational Attainment, and Goal 4: Workforce and Economic Development. USD is committed to four key priority areas – student success, academic quality and performance, research and economic development, and affordability and accountability – and ties each to a firm set of outcomes. This program will connect to the BOR's strategic plan and is aligned with the institutional mission of educating students who are well-prepared for a global and complex world with classroom experience that is robust, experiential, and practical.

Program Summary:

The Classification of this Program will be 26.1307 (Conservation Biology) with a degree of Bachelor of Science. The intended start date will be Fall 2023. This program will be assigned to the College of Arts and Sciences and the Department of Biology. This program is proposed to be an on-campus program not delivered through distance education.

In its current format as a specialization within the Biology major, students refer to themselves as “Conservation Biology Majors.” Creating a degree specifically named for students’ intended careers will allow better opportunities for students to progress in career and graduate education paths. Additionally, focusing the major on a subtopic of biology reduces requirements in topics of biology that might not directly benefit the topic of interest. Changes that have been implemented in the specialization over the years designed to allow students to focus on the conservation subtopic have made navigating degree requirements more complicated for students and advisors. Creating a

standing major will significantly streamline course requirements and allow students a clear path to graduation.

Duplication and Competition:

This degree will replace the existing “Conservation and Biodiversity Specialization” within the USD Biology degree. SDSU offers degrees in Wildlife and Fisheries Sciences, Conservation Planning and Park Management, and a Specialization in Rangeland Ecology and Management within the Ecology and Environmental Science program. SDSU supports USD’s request to move Conservation Biology from a specialization to a stand-alone program.

Duplication within South Dakota:

Regental Universities:

University	Conferred Degrees in Related Fields	Total Number of UG Conferrals (All University)
South Dakota State University <ul style="list-style-type: none"> <i>Wildlife and Fisheries Sciences</i> <i>Conservation Planning and Park Management</i> <i>Rangeland Ecology and Management (Specialization)</i> 	43	1977

Private SD Universities:

University	Conferred Degrees in Related Fields	Total Number of UG Conferrals (All University)
No comparable programs	0	0

Total SD Sum of Peer Findings:

University	Conferred Degrees In Related Field	Total Number of UG Conferrals (All University)
Total	43	1977

University of South Dakota Competitive Peer Research:

Research suggests that the student demand with competitor peers supports the addition of this program for the University of South Dakota. Student demand is one of the critical elements for meeting the needs of the student population while increasing the pipeline for workforce demands. The Board of Regents strategic plan Goal 4 supports the increase of programming that will be additive to educational attainment in the Stem field.

Outside of South Dakota Competitor University Peers to Institution:

University	Conferred Degrees in Related Fields	Total Number of UG Conferrals (All University)
University of Minnesota – <i>Fisheries, Wildlife and Conservation Biology</i>	45	9414

University	Conferred Degrees in Related Fields	Total Number of UG Conferrals (All University)
University of North Dakota – <i>Fisheries and Wildlife Biology</i>	5	2097
University of Montana – <i>Wildlife Biology</i>	64	1365
University of Wyoming – <i>Natural Resources and Conservation</i>	22	2364

Workforce Outlook/State Need:

To meet the demands of the job market to serve our students, this specialization has been updated over the past decade. With all the necessary changes for each current specialization within the biology major, navigating the major has become cumbersome for students and often students are not even aware the specialization exists until coming to USD. The formal separation of this specialization into a free-standing degree will potentially increase enrollment in the major at USD while also better reflecting the focus of study for the student. A recent analysis of this job market shows a steady need for professionals in this field with a projected growth of 0.3% over the next 10 years (per EMSI data 3/4/22).

Student Learning Outcomes:

Individual Student Outcome (Same as in the text of the proposal)	Program Courses that Address the Outcomes						Capstone
	BIOL 151	BIOL 153	BIOL 311/L	BIOL 280/L	BIOL 420/L	BIOL 473	
Students will demonstrate the ability to apply knowledge of biological concepts to solve novel problems or develop hypotheses appropriate to conservation.				X			X
Students will demonstrate the ability to identify, use, and cite scientific literature appropriate for the conservation thesis being studied (ecology and evolution).			X	X	X	X	X
Students will demonstrate the ability to collect and appropriately analyze data associated with a theoretical or applied conservation question				X	X		
Students will understand the core concepts relevant to an understanding of biology as a discipline.	X	X	X			X	X

High Impact Practice – Capstone Strategic Plan Goal 3:

Ample research documents the relationship between [high-impact practices](#) (such as capstone experiences, internships, undergraduate research, service-learning, global learning, first-year seminars, and learning communities) and increased student retention, engagement, and degree completion (Kuh 2008; Eynon & Gambino 2016; AAC&U n.d.). The proposed program in Conservation Biology includes multiple high-impact student learning opportunities including a capstone course. USD writes that the Conservation Biology capstone course “requires students to integrate knowledge across a variety of topics and apply it with a scientific approach.”

Projected Enrollment:

ESTIMATES	FISCAL YEARS*					
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Students new to the university	2	5	10	10	10	10
Students from other university programs	2	5	10	10	10	10
Students off-campus or distance continuing students	--	--	--	--	--	--
	30	27	27	35	43	51
Total students in the program (fall)	34	37	47	55	63	71
Program credit hours (major Courses)**	296	317	410	496	585	656
Graduates	7	10	12	12	12	12
<i>*Does not include current fiscal year.</i>						
<i>**This is the total number of credit hours generated by students in the program in the required or elective program courses. Use the same numbers in Appendix B – Budget.</i>						

Projected Revenue/Expenses:

FINANCIAL HEALTH SUMMARY						
	1st	2nd	3rd	4th	5th	6th
	FY24	FY25	FY26	FY27	FY28	FY29
TUITION & FEE REVENUES	80,409	86,114	111,378	134,740	158,917	178,205
PROGRAM EXPENSES	62,448	62,771	63,104	63,448	63,801	64,165
NET (T&F REVENUES LESS PROGRAM EXPENSES)	17,961	23,343	48,273	71,293	95,116	114,040
OTHER SUPPORTING REVENUES	-	-	-	-	-	-
NET AFTER OTHER SUPPORTING REVENUES	17,961	23,343	48,273	71,293	95,116	114,040

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – D (3)

DATE: December 7-8, 2022

SUBJECT

New Program Request – USD – BS in Physiology, Cell, and Molecular Biology

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – New Programs, Program Modifications, Curricular Requests, and
Inactivation/Termination

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests permission to offer a BS program in Physiology, Cell, and Molecular Biology. The proposed program will replace a current specialization within the current BS in Biology, and will make it a standing major. With all the necessary changes for each current specialization within the biology major, navigating the major has become cumbersome for students and often students are not even aware the specialization exists until coming to USD. The formal separation of this specialization into a free-standing degree will potentially increase enrollment in the major at USD while also better reflecting the focus of study for the student.

The Intent to Plan for this program was approved by the Executive Director in August, per BOR Policy 2:23.

IMPACT AND RECOMMENDATION

A summary of the program proposal has been included as Attachment I. Additional information on this proposal is available from the Board office by request.

ATTACHMENTS

Attachment I – New Program Request Full Proposal Summary: USD – BS in Physiology, Cell, and Molecular Biology

DRAFT MOTION 20221207_6-D(3):

I move to authorize USD to offer a BS in Physiology, Cell, and Molecular Biology, as presented.

**Full Proposal – BS Physiology, Cell and Molecular Biology
University of South Dakota**

BOR Recommendation: Board of Regents Academic Affairs and the Executive Director support the program request. Whereas this program is currently offered as a specialization within the BS in Biology, approving this program will allow students to highlight their focus of study in the name of their major.

Program Description:

The Physiology, Cell & Molecular Biology major will study cells and their function at basic molecular levels and how they organize into more complex groups. Students will also gain in-depth knowledge of underlying molecular processes that govern how organisms function. This program allows students to take part in cutting-edge research with faculty members studying topics such as hormonal stress response and metabolic aging. Hands-on learning combines with the highest quality classroom instruction to prepare graduates to work in bio-science research and the pharmaceutical industry and to attend graduate or professional schools in biomedicine, health-related fields, agriculture, genetics and immunology.

The proposed degree is to replace a current specialization within the current B.S. in Biology with a free-standing B.S. in Physiology, Cell and Molecular Biology. This degree will continue its current courses with support from current faculty but will allow students to highlight their focus of study.

Strategic Impact:

USD Strategic Impact: This program is aligned with the institutional mission of educating students who are well-prepared for a global and complex world with classroom experiences that are robust, experiential, and practical. Within the mission of the College of Arts and Sciences, this undergraduate major will support our mission of producing graduates who will solve the future's most pressing challenges. These problems extend greatly into conserving local resources and protecting biodiversity. Training in this program allows students to obtain the necessary skills and knowledge to begin successful careers in this field.

BOR Strategic Impact: The proposed program aligns with the Board of Regents Strategic Plan 2022-2027, Goal 3: Academic Excellence, Student Outcomes, Educational Attainment, and Goal 4: Workforce and Economic Development. USD is committed to four key priority areas – student success, academic quality and performance, research and economic development, and affordability and accountability – and ties each to a firm set of outcomes. This program will connect to the BOR's strategic plan and is aligned with the institutional mission of educating students who are well-prepared for a global and complex world with classroom experience that is robust, experiential, and practical.

Program Summary:

The Classification of this Program will be 26.0406 (Cell/Cellular and Molecular Biology) with a degree of Bachelor of Science. The intended start date will be Fall 2023. This program will be assigned to the College of Arts and Sciences and the Department of Biology. This program is proposed to be an on-campus program not delivered through distance education.

Students currently refer to themselves as “Physiology, Cell, and Molecular Biology Majors.” Having a degree specifically named for students' intended careers will allow better opportunity for students to progress. Additionally, focusing the major on a subtopic of biology reduces requirements in topics of biology that might not directly benefit the topic of interest. These changes

have already been implemented successfully in the specialization over the years but have made navigating degree requirements more complicated for students and advisors. Creating a standing major will significantly streamline course requirements and allow students a clear path to graduation.

Duplication and Competition:

This degree will replace the existing “Physiology, Cell and Molecular Biology Specialization” within the USD Biology degree. This proposal was shared with the Academic Affairs Council with no objections to the proposal.

No duplication within SD

University of South Dakota Competitive Peer Research

Research suggests that the student demand with competitor peers supports the addition of this program for the University of South Dakota. Student demand is one of the critical elements for meeting the needs of the student population while increasing the pipeline for workforce demands. The Board of Regents strategic plan Goal 4 supports the increase of programming that will be additive to educational attainment in the Stem field.

Outside of South Dakota Competitor University Peers to Institution:

University	Conferred Degrees in Related Fields	Total Number of UG Conferrals (All University)
University of Minnesota – <i>Human Physiology</i>	121	9414
Minnesota State University Moorehead – <i>Cellular and Molecular Biology</i>	1	1064
University of North Dakota – <i>Molecular and Integrative Biology</i>	6	2097
North Dakota State – <i>Biochemistry and Molecular Biology</i>	19	2568
University of Montana – <i>Human Biological Sciences</i>	67	1365
Montana State University – <i>Cell Biology and Neuroscience</i>	74	2638
University of Wyoming – <i>Physiology</i>	74	2364
University of Wyoming – <i>Molecular Biology</i>	19	2364

Workforce Outlook/State Need:

To meet the demands of the job market to serve our students, this specialization has been updated over the past decade. With all the necessary changes for each current specialization within the biology major, navigating the major has become cumbersome for students and often students are not even aware the specialization exists until coming to USD. The formal separation of this specialization into a free-standing degree will potentially increase enrollment in the major at USD while also better reflecting the focus of study for the student. A recent analysis of this job market shows a steady need for professionals in this field with a projected growth of 0.3% over the next 10 years (per EMSI data 3/4/22).

Student Learning Outcomes:

Individual Student Outcome (Same as in the text of the proposal)	Program Courses that Address the Outcomes					
	BIOL 151	BIOL 153	BIOL 475	BIOL 280/L	BIOL 443	Capstone
Students will demonstrate the ability to apply knowledge of biological concepts to solve novel problems or develop hypotheses appropriate to biology.				X		X
Students will demonstrate the ability to identify, use, and cite scientific literature appropriate for the biological thesis being studied.			X	X	X	X
Students will demonstrate the ability to collect and appropriately analyze data associated with a theoretical or applied biological questions.				X		
Students will understand the core concepts relevant to an understanding of biology as a discipline.	X	X	X		X	X

High Impact Practice – Capstone Strategic Plan Goal 3:

Ample research documents the relationship between [high-impact practices](#) (such as capstone experiences, internships, undergraduate research, service-learning, global learning, first-year seminars, and learning communities) and increased student retention, engagement, and degree completion (Kuh 2008; Eynon & Gambino 2016; AAC&U n.d.). The proposed program in Physiology, Cell and Molecular Biology includes multiple high-impact student learning opportunities including a capstone course. USD writes that the Physiology, Cell and Molecular Biology capstone course “requires students to integrate knowledge across a variety of topics and apply it with a scientific approach.”

Projected Enrollment:

ESTIMATES	FISCAL YEARS*					
	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Students new to the university	3	4	10	12	12	12
Students from other university programs	2	3	8	8	8	8
Students off-campus or distance continuing students	--	--	--	--	--	--
	70	59	50	52	56	60
Total students in the program (fall)	75	66	68	72	76	80
Program credit hours (major Courses)**	686	599	619	652	695	738
Graduates	16	16	16	16	16	16
<i>*Do not include current fiscal year.</i> <i>**This is the total number of credit hours generated by students in the program in the required or elective program courses. Use the same numbers in Appendix B – Budget.</i>						

Projected Revenue/Expenses:

FINANCIAL HEALTH SUMMARY						
	1st FY24	2nd FY25	3rd FY26	4th FY27	5th FY28	6th FY29
TUITION & FEE REVENUES	186,354	162,720	168,154	177,118	188,799	200,480
PROGRAM EXPENSES	144,974	145,644	146,335	147,046	147,779	148,533
NET (T&F REVENUES LESS PROGRAM EXPENSES)	41,381	17,076	21,819	30,072	41,021	51,947
OTHER SUPPORTING REVENUES	-	-	-	-	-	-
NET AFTER OTHER SUPPORTING REVENUES	41,381	17,076	21,819	30,072	41,021	51,947

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – E
DATE: December 7-8, 2022

SUBJECT

New Undergraduate Certificate Request – USD – Clinical Research Coordinator

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – New Programs, Program Modifications, Curricular Requests, and Inactivation/Termination

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests authorization to offer a Clinical Research Coordinator undergraduate certificate. Clinical Research Coordinators support medical clinical trials through maintaining daily processes and monitoring for compliance with all institution, state, and federal regulations. Clinical Research Coordinators must hold a degree in a health-related field that includes specific instruction in content related to clinical research trials (i.e., biostatistics, healthcare management, epidemiology, and human anatomy). USD's clinical partner has expressed a need for trained workforce in this area due to increased demand.

IMPACT AND RECOMMENDATION

USD plans to offer the certificate in Clinical Research Coordinator on campus and online. USD does not request new state resources. Two new courses will be required.

Board office staff recommends approval.

ATTACHMENTS

Attachment I – New Certificate Request Form: USD – Clinical Research Coordinator

DRAFT MOTION 20221207_6-E:

I move to authorize USD to offer a Clinical Research Coordinator undergraduate certificate, 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:	University of South Dakota
TITLE OF PROPOSED CERTIFICATE:	Clinical Research Coordinator
INTENDED DATE OF IMPLEMENTATION:	January 2023
PROPOSED CIP CODE:	51.0719
UNIVERSITY DEPARTMENT:	Public Health & Health Sciences
BANNER DEPARTMENT CODE:	UHSC
UNIVERSITY DIVISION:	School of Health Sciences
BANNER DIVISION CODE:	2H

x	<u>Please check this box to confirm that (place an "X" in the left box):</u> <ul style="list-style-type: none"> 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.
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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.

<u>Elizabeth M. Freeburg</u> Institutional Approval Signature <i>President or Chief Academic Officer of the University</i>	<u>9/12/2022</u> Date
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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" before the graduate type)

<input checked="checked" type="checkbox"/> Undergraduate Certificate	<input type="checkbox"/> 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.**

A Clinical Research Coordinator supports the PI of medical clinical trials through maintaining daily processes and monitoring for compliance with all institutional, state, and federal regulations. A Clinical Research Coordinator must hold a degree in a health-related field that includes specific instruction in content related to clinical research trials (i.e. biostatistics, healthcare management, epidemiology, and human anatomy).

- 3. If you do not have a major in this field, explain how the proposed certificate 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>		

This certificate will serve the strategic plans of the SHS and BOR by meeting goals for student success and workforce development. A review of the 4-state region (SD, IA, MN, NE) identified only one institution that offers a Clinical Research certificate program. That program is on campus and requires 14 credits. The proposed certificate at USD would be 100% online and 12 credits. The certificate will prepare learners for in-demand positions and for positions that will be needed to meet the 3,000 hours of professional experience for the Certified Clinical Research Coordinator (CCRC) and Certified Clinical Research Associate (CCRA) exams through the Academy of Clinical Research Professionals (ACRP). Students with this educational training will graduate with a skillset that is in demand and provides a salary in the middle-income bracket. As they gain experience, they will be well positioned for job placement in higher level positions and income potential.

- 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.**

The Research Coordinator Certificate will be a 12-credit undergraduate certificate that would meet all six of the knowledge criteria to prepare the learner to work as a Clinical Research Coordinator (CRC) or Clinical Research Associate (CRA). After completing 3,000 hours of professional experience, the learner would be eligible to sit for the CCRC or CCRA exam through the Association of Clinical Research Professionals (ACRP; <https://acrpnet.org/>). The proposed start date for the certificate is Spring 2023.

ACRP definitions:

A CRC (clinical research coordinator) works at a clinical research site, with study subjects, under the immediate direction of a principal investigator, whose research activities are conducted under Good Clinical Practice guidelines.

A CRA (clinical research associate; also commonly known as a monitor) supervises, monitors, and supports the administration and progress of a clinical trial on behalf of a sponsor. The sponsor, whose intent is the research of pharmaceuticals, biologics, or devices, may employ these individuals either directly or indirectly via contract research organizations (CROs), or as independent consultants or contractors.

This certificate will be delivered in collaboration with a clinical partner. USD, in collaboration with the clinical partner, will seek federal funding to support the program. There is a proposed funding agreement through the clinical partner if the grant funding is not received.

Our clinical partner employs over 50 research coordinators per year systemwide. The clinical research partner currently has clinical trials underway in South Dakota in the following research areas: cancer, children's health, women's health, diabetes/thyroid, gastrointestinal, genitourinary, heart, infectious disease, neonatology, neurology, orthopedics and trauma. The current regional workforce demand in this and related fields is expected to grow 14.4% in the next 10 years with ~5,000 annual openings (Lightcast, 2022).

A search on 7.19.2022 of the South Dakota Department of Labor & Regulation job search website yielded 14 open positions (using variation of clinical research coordinator and clinical research associate). These positions had been posted from 3 to 57 weeks ago. The same search on a national recruiting site yielded 9,094 open positions (not 100% were specific to a clinical research coordinator/associate, but a review of the listing identified a significant majority were applicable). The estimated average salary for a clinical research coordinator is \$66,437 (salary.com). A regional entry-level salary range provided by USD's clinical partner was \$50,960 - \$57,200 depending upon qualifications.

- Indeed (2022). *Clinical research associate*. <https://www.indeed.com/jobs?q=clinical%20research%20associate&l&vjk=675f549b85fbf310>
- Lightcast (2022). *Program overview: Clinical research coordinator*. www.economicmodeling.com
- Salary.com (2022). *Clinical research coordinator salary in the United States*. <https://www.salary.com/research/salary/benchmark/clinical-research-coordinator-salary>
- South Dakota Department of Labor & Regulation (2022). *SDWORKS*. <https://www.southdakotaworks.org/vosnet/Default.aspx>

5. Who is the intended audience for the certificate program (including but not limited to the majors/degree programs from which students are expected)?

Students in all programs in the School of Health Sciences could benefit from this certificate program. Our clinical partner has expressed a need to train a workforce for their increasing demand, which would include their own current employees and employees of their international partners. It will be delivered 100% online to provide access to current USD students, healthcare practitioners in the workforce, students at the SD Technical Colleges, and international partners.

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?**

This certificate could benefit individuals currently in the workforce who want to increase their job skills and marketability in their healthcare field. Offering the certificate 100% online will allow working individuals to receive the training while maintaining their current employment. The certificate is designed to meet the 6 criteria of knowledge needed to be successful on the Certified Clinical Research Coordinator or Certified Clinical Research Associate exams:

1. Scientific concepts and research design
2. Ethical and participant safety considerations
3. Product development and regulation
4. Clinical trial operations (GCPs)
5. Study and site management
6. Data management and informatics

- 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.**

This certificate will add value to any existing student at USD or the South Dakota Technical Colleges by providing an additional skillset that is in demand in the healthcare industry.

- 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.**

N/A – this certificate is not designed for stackable credentialing

- 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).**

Prefix	Number	Course Title	Prerequisites for Course	Credit Hours	New (yes, no)
HSC	111	Introduction to Research	None	3	No
HSC	450	Patient Safety & Quality Improvement	None	3	No
HSC	498	Undergraduate Research Part I	None	3	Yes
HSC	498	Undergraduate Research Part II	None	3	Yes
Subtotal				12	

As part of the certificate, we are requesting to activate the HSC 498 course. This course will serve as a 2-part course offering to meet the objectives of the certificate. There are no other courses that meet the specific objectives for the CCRC/CCRA exam domains III – VI.

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.***

The certificate is designed to meet the 6 content areas of knowledge required to become a Certified Clinical Research Associate. The courses will provide the student with knowledge in:

1. Scientific concepts and research design
2. Ethical and participant safety considerations
3. Product development and regulation
4. Clinical trial operations (GCPs)
5. Study and site management
6. Data management and informatics

See pages 8 – 10 for complete knowledge statements.

- 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.**

Individual Student Outcome	Program Courses that Address the Outcomes			
	HSC 111*	HSC 450*	HSC 498 (I)*	HSC 498 (II)*
Scientific concepts and research design	x			
Ethical and participant safety considerations		x		
Produce development and regulation			x	
Clinical trial operations (GCPs)			x	
Study and site management				x
Data management and informatics				x

Modify the table as necessary to include all student outcomes. Outcomes in this table are to be the same ones identified in the text.

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., USD Community College for Sioux Falls, Black Hills State University-Rapid City, Capital City Campus, etc.) or deliver the entire program through distance technology (e.g., as an on-line program)?**

	Yes/No	Intended Start Date
On campus	No	

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	No		

	Yes/No	If Yes, identify delivery methods <i>Delivery methods are defined in AAC Guideline 5.5.</i>	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	015 – Internet Asynchronous – Term based instruction 018 – Internet Synchronous	Spring 2023
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	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	No		

10. Additional Information:

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – F
DATE: December 7-8, 2022

SUBJECT

New Specialization Requests – USD – Specializations in Business Management, Finance, and Leadership – Master of Accountancy (MAcc)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – New Programs, Program Modifications, Curricular Requests, and Inactivation/Termination

BACKGROUND / DISCUSSION

The University of South Dakota (USD) requests authorization to offer three specializations within the Master of Accountancy (MAcc) program in Business Management, Finance, and Leadership. The proposed Business Management specialization will focus on those in the MAcc program looking to work in consulting or management advisory services. The specialization in Finance will serve students who plan to work with finance industry clients, including banks, investment firms, wealth management firms, hedge funds, and others. Finally, the Leadership specialization will add interpersonal skill development to the technical field of accounting.

IMPACT AND RECOMMENDATION

USD requests authorization to offer the specialization on campus and online. USD is not requesting additional state resources to offer the program. Across the three proposed specializations, three new courses will be required.

Board office staff recommends approval of the program.

ATTACHMENTS

Attachment I – New Specialization Request Form: USD – Business Management – Master of Accounting (MAcc)

Attachment II – New Specialization Request Form: USD – Finance – Master of Accounting (MAcc)

Attachment III – New Specialization Request Form: USD – Leadership – Master of Accounting (MAcc)

DRAFT MOTION 20221207_6-F:

I move to authorize USD to offer specializations in Business Management, Finance, and Leadership within the Master of Accounting degree, as presented.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Specialization

UNIVERSITY:	USD
TITLE OF PROPOSED SPECIALIZATION:	Business Management
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Master of Professional Accountancy changing to Master of Accountancy (MAcc), Accounting major
INTENDED DATE OF IMPLEMENTATION:	Fall 2023
PROPOSED CIP CODE:	Accounting Major: 52.0301 Business Management CIP: 52.0201
UNIVERSITY DEPARTMENT:	Accounting and Finance
BANNER DEPARTMENT CODE:	UACF
UNIVERSITY DIVISION:	Beacom School of Business
BANNER DIVISION CODE:	2B

X	<p><u>Please check this box to confirm that</u> (place an “X” in the left box):</p> <ul style="list-style-type: none"> The individual preparing this request has read AAC Guideline 2.6, which pertains to new specialization 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.
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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.

<u>Elizabeth M. Freeburg</u> Institutional Approval Signature <i>President or Chief Academic Officer of the University</i>	<u>10/20/2022</u> Date
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1. Level of the Specialization (place an “X” before the specialization):

Baccalaureate	<input checked="" type="checkbox"/>	Master's	<input type="checkbox"/>	Doctoral
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2. What is the nature/purpose of the proposed specialization? Please include a brief (1-2 sentence) description of the academic field in this specialization.

While several of our successful MPA graduates work in audit and tax, others aspire to work in consulting or management advisory services area. This specialization will help those aspirants.

3. Provide a justification for the specialization, 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.

Demand for accountants and auditors is high in South Dakota, expected to increase 9.8% through 2028¹also. This exposure to business functional areas will help prepare for those much-needed positions.

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)
ACCT	585	Accounting Standards & Ethics	3	no
ACCT	731	Tax Planning and Practice	3	no
ACCT	780	Advanced Accounting	3	no
ACCT	720	Seminar in Cost Accounting	3	no
ACCT	750	Contemporary Topics in Auditing	3	no
ACCT	760	Acct in Govt. & Non-Profit Org	3	no
ACCT	732	Accounting Analytics	3	yes
Business Management Specialization (9 hours required)				
BADM	720	Quantitative Analysis	3	no
Choose two from below				
BADM	760	Operations Management	3	no
BADM	770	Managerial Marketing	3	no
DSCI	527	Supply Chain Management	3	no
ECON	782	Managerial Economics	3	no
Subtotal:			30	
Required for students without a business baccalaureate degree				
BADM	501	Business Essentials I	3	no
BADM	502	Business Essentials II	3	no
ACCT	522	Systems and Cost Accounting	3	yes
ACCT	530	Income Tax Accounting	3	yes/dual-list
ACCT	550	Auditing	3	yes/dual-list
Required for students with a business but not an accounting baccalaureate degree				
ACCT	522	Systems and Cost Accounting	3	yes
ACCT	530	Income Tax Accounting	3	yes/dual-list
ACCT	550	Auditing	3	yes/dual-list
Possible coursework without a business and/or accounting baccalaureate:			9-15	

Total number of hours required for completion of specialization

9

Total number of hours required for completion of major

30-45

Total number of hours required for completion of degree

30-45

5. 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,

¹ <https://www.sdbor.edu/dashboards/Pages/Employment-Projections-Dashboard.aspx>

AAC Form 2.6 – New Specialization
(Last Revised 01/2021)

Capital University Center, Black Hills State University-Rapid City, etc.) or deliver the entire specialization through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2023

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	no		

	Yes/No	If Yes, identify delivery methods <i>Delivery methods are defined in AAC Guideline 5.5.</i>	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	U15, U18	Fall 2023

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the specialization through distance learning (e.g., as an on-line program)? This question responds to HLC definitions for distance delivery.

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes		Fall 2023

6. Additional Information:



SOUTH DAKOTA BOARD OF REGENTS

ACADEMIC AFFAIRS FORMS

New Specialization

UNIVERSITY:	USD
TITLE OF PROPOSED SPECIALIZATION:	Finance
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Master of Professional Accountancy changing to Master of Accountancy (MAcc), Accounting major
INTENDED DATE OF IMPLEMENTATION:	Fall 2023
PROPOSED CIP CODE:	Accounting Major: 52.0301 Finance CIP: 52.0801
UNIVERSITY DEPARTMENT:	Accounting and Finance
BANNER DEPARTMENT CODE:	UACF
UNIVERSITY DIVISION:	Beacom School of Business
BANNER DIVISION CODE:	2B

X	<p><u>Please check this box to confirm that</u> (place an “X” in the left box):</p> <ul style="list-style-type: none"> The individual preparing this request has read AAC Guideline 2.6, which pertains to new specialization 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.
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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.

<u>Elizabeth M. Freeburg</u> Institutional Approval Signature <i>President or Chief Academic Officer of the University</i>	<u>10/20/2022</u> Date
--	---------------------------

1. Level of the Specialization (place an “X” before the specialization):

<input type="checkbox"/> Baccalaureate	<input checked="" type="checkbox"/> Master's	<input type="checkbox"/> Doctoral
--	--	-----------------------------------

2. What is the nature/purpose of the proposed specialization? Please include a brief (1-2 sentence) description of the academic field in this specialization.

It is common for professionals (CPAs) working in public accounting firms to specialize in the finance industry clients including banks, investment firms, wealth management firms, hedge funds, and others. Additional course work in three finance areas will benefit our MAcc students aspiring to specialize in finance industry within CPA firm clientele.

3. Provide a justification for the specialization, 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.

Industry specialization by a CPA firm can result in numerous operational efficiencies. Professional specialists are likely to deliver higher quality output. Providing key clients insights on how their KPIs compare against industry benchmarks is a key value of specialization. It is also a product differentiation strategy by accounting firms¹.

4. List the proposed curriculum for the specialization (including the requirements for completing the major – highlight courses in the specialization):

Prefix	Number	Course Title	CrHrs	New (yes, no)
ACCT	585	Accounting Standards & Ethics	3	no
ACCT	731	Tax Planning and Practice	3	no
ACCT	780	Advanced Accounting	3	no
ACCT	720	Seminar in Cost Accounting	3	no
ACCT	750	Contemporary Topics in Auditing	3	no
ACCT	760	Acct in Govt. & Non-Profit Org	3	no
ACCT	732	Accounting Analytics	3	yes
Finance Specialization (9 hours required)				
BADM	710	Managerial Finance	3	no
FIN	711	Investment Analysis and Portfolio Management	3	no
Choose one				
FIN	512	Security Analysis	3	no
FIN	513	Advanced Corporate Finance	3	no
FIN	514	Financial Derivatives	3	no
FIN	515	Financial Institutions	3	no
FIN	516	Commercial Bank Management	3	no
FIN	517	International Finance	3	no
FIN	519	Advanced Financial Analysis and Modeling	3	no
FIN	712	International Financial Management	3	no
Subtotal:			30	
Required for students without a business baccalaureate degree				
BADM	501	Business Essentials I	3	no
BADM	502	Business Essentials II	3	no
ACCT	522	Systems and Cost Accounting	3	yes
ACCT	530	Income Tax Accounting	3	yes/dual-list
ACCT	550	Auditing	3	yes/dual-list
Required for students with a business but not an accounting baccalaureate degree				
ACCT	522	Systems and Cost Accounting	3	yes
ACCT	530	Income Tax Accounting	3	yes/dual-list
ACCT	550	Auditing	3	yes/dual-list
Possible coursework without a business and/or accounting baccalaureate:			9-15	

Total number of hours required for completion of specialization

9

Total number of hours required for completion of major

30-45

¹ <https://www.cpa.com/blog/2021/12/21/why-specialization-key-firm-growth>

Total number of hours required for completion of specialization

9

Total number of hours required for completion of degree

30-45

5. 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 specialization through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2023

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	no		

	Yes/No	If Yes, identify delivery methods <i>Delivery methods are defined in AAC Guideline 5.5.</i>	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	U15, U18	Fall 2023

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the specialization through distance learning (e.g., as an on-line program)? This question responds to HLC definitions for distance delivery.

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes		Fall 2023

6. Additional Information:



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS New Specialization

UNIVERSITY:	USD
TITLE OF PROPOSED SPECIALIZATION:	Leadership
NAME OF DEGREE PROGRAM IN WHICH SPECIALIZATION IS OFFERED:	Master of Accountancy (MAcc), Accounting major
INTENDED DATE OF IMPLEMENTATION:	Fall 2023
PROPOSED CIP CODE:	Accounting Major: 52.0301 Leadership CIP: 52.0213
UNIVERSITY DEPARTMENT:	Accounting and Finance
BANNER DEPARTMENT CODE:	UACF
UNIVERSITY DIVISION:	Beacom School of Business
BANNER DIVISION CODE:	2B

X	<p><u>Please check this box to confirm that</u> (place an “X” in the left box):</p> <ul style="list-style-type: none"> The individual preparing this request has read AAC Guideline 2.6, which pertains to new specialization 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.
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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	Date
<i>President or Chief Academic Officer of the University</i>	

1. Level of the Specialization (place an “X” before the specialization):

<input type="checkbox"/> Baccalaureate	<input checked="" type="checkbox"/> Master's	<input type="checkbox"/> Doctoral
--	--	-----------------------------------

2. What is the nature/purpose of the proposed specialization? Please include a brief (1-2 sentence) description of the academic field in this specialization.

The leadership specialization will add interpersonal skill development to the technical field of accounting.

3. Provide a justification for the specialization, 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.

Many of our successful MPA graduates aspire to become partners in CPA firms and controllers/CFOs in companies. The leadership specialization will provide the future graduates

additional depth in the knowledgebase to be leaders in CPA firms and companies in the private sector.

4. List the proposed curriculum for the specialization (including the requirements for completing the major – highlight courses in the specialization):

Prefix	Number	Course Title	CrHrs	New (yes, no)
ACCT	585	Accounting Standards & Ethics	3	no
ACCT	731	Tax Planning and Practice	3	no
ACCT	780	Advanced Accounting	3	no
ACCT	720	Seminar in Cost Accounting	3	no
ACCT	750	Contemporary Topics in Auditing	3	no
ACCT	760	Acct in Govt. & Non-Profit Org	3	no
ACCT	732	Accounting Analytics	3	yes
Leadership specialization (9 hours required)				
BADM	761	Leadership Development	3	no
HRM	560	Human Resource Management	3	no
Choose one				
DSCI	541	Project Management	3	no
MGMT	568	Negotiation/Dispute Resolution	3	no
BADM	762	Business and Its Environment	3	no
Subtotal:			30	
Required for students without a business baccalaureate degree				
BADM	501	Business Essentials I	3	no
BADM	502	Business Essentials II	3	no
ACCT	522	Systems and Cost Accounting	3	yes
ACCT	530	Income Tax Accounting	3	yes/dual-list
ACCT	550	Auditing	3	yes/dual-list
Required for students with a business but not an accounting baccalaureate degree				
ACCT	522	Systems and Cost Accounting	3	yes
ACCT	530	Income Tax Accounting	3	yes/dual-list
ACCT	550	Auditing	3	yes/dual-list
Possible coursework without a business and/or accounting baccalaureate:			9-15	

Total number of hours required for completion of specialization

9
30-45
30-45

Total number of hours required for completion of major

Total number of hours required for completion of degree

5. 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 specialization through distance technology (e.g., as an on-line program)?

	Yes/No	Intended Start Date
On campus	Yes	Fall 2023

	Yes/No	If Yes, list location(s)	Intended Start Date
Off campus	no		

	Yes/No	If Yes, identify delivery methods <i>Delivery methods are defined in AAC Guideline 5.5.</i>	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes	U15, U18	Fall 2023

B. Complete the following chart to indicate if the university seeks authorization to deliver more than 50% but less than 100% of the specialization through distance learning (e.g., as an on-line program)? This question responds to HLC definitions for distance delivery.

	Yes/No	If Yes, identify delivery methods	Intended Start Date
Distance Delivery (online/other distance delivery methods)	Yes		

6. Additional Information:

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – G
DATE: December 7-8, 2022

SUBJECT

New Site Request – SDSU – AS in Human Development and Family Services (Online)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – New Programs, Program Modifications, Curricular Requests, and
Inactivation/Termination

[BOR Policy 2:12](#) – Distance Education

BACKGROUND / DISCUSSION

South Dakota State University (SDSU) requests approval to offer the AS in Human Development and Family Services online. The Human Development and Family Services program was originally approved to be offered only in Sioux Falls. Given the changes occurring at USD-Sioux Falls, a request for an online program will provide needed flexibility. All courses in the program are currently offered online.

IMPACT AND RECOMMENDATION

SDSU anticipates 25 online enrollments and 15 graduates after four years of the program being online. The university requests no new resources.

Board office staff recommends approval to offer the program online.

ATTACHMENTS

Attachment I – New Site Request: SDSU – AS in Human Development and Family
Services

DRAFT MOTION 20221207_6-G:

I move to approve SDSU's new site proposal to offer the AS in Human Development and Family Services online.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

New Site Request

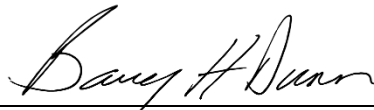
UNIVERSITY:	SDSU
DEGREE(S) AND PROGRAM:	Human Development & Family Services (A.S.)
NEW SITE(S):	Online
INTENDED DATE OF IMPLEMENTATION:	Spring 2023
CIP CODE:	19.0701
UNIVERSITY DEPARTMENT:	School of Education, Counseling & Human Development
BANNER DEPARTMENT CODE:	SECH
UNIVERSITY DIVISION:	Education & Human Sciences
BANNER DIVISION CODE:	3H

☐ **Please check this box to confirm that:**

- The individual preparing this request has read [AAC Guideline 2:11](#), which pertains to new site 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.



 President of the University

9/28/22

 Date

1. What is the need for offering the program at the new physical site or through distance delivery?

South Dakota State University (SDSU) requests authorization to offer the A.S. in Human Development and Family Services via online delivery. The Human Development and Family Services program was previously approved in 2016 to be administered only in Sioux Falls. This request for an online program will provide needed flexibility to navigate changes currently occurring at USD-Sioux Falls and a future physical location for the program in Sioux Falls. All courses needed for the program are already being delivered in an online format. SDSU would like to be able to advertise and market that this is available as an online program.

2. Are any other Regental universities authorized to offer a similar program at the proposed site(s) or through distance delivery? If “yes,” identify the institutions and programs and explain why authorization is requested.

SDSU is authorized to deliver the B.S. and minor in Human Development and Family Studies

via online delivery. The A.S. degree prepares graduates for entry-level work in the human development and family services field and provides transfer options to the bachelor's program. The curriculum for the associate degree was designed to allow students to fulfill the first 60 credits of coursework towards their baccalaureate degree. Online delivery of this program will provide higher education opportunities to students throughout the state of South Dakota who might not otherwise move to one of the higher education locations due to employment, family, or other commitments.

The University of South Dakota (USD) offers a minor in Child and Adolescent Development online. The majority of USD students currently enrolled in their minor are earning majors in Communication Sciences and Disorders. No other SDBOR institution offers an A.S. degree or a similar program in human development and family services.

3. Are students enrolling in the program expected to be new to the university or redirected from other existing programs at the university? Complete the table below and explain the methodology used in developing the estimates.

Students enrolling in the program will consist of both current students in the program and new students. The ability to advertise and market the program as an online program will attract new students from South Dakota as well as throughout the region. Students like the flexibility of programs offered online, which allow them to continue to live and work anywhere in the state while they are completing their degree. It is not expected that delivery online will have much impact on the enrollments in SDSU's face-to-face, on-campus courses. Students are already enrolling in the available courses.

	Fiscal Years*			
	1 st	2 nd	3 rd	4 th
<i>Estimates</i>	FY 24	FY 25	FY 26	FY 27
Students new to the university	5	8	10	12
Students from other university programs	0	2	5	8
=Total students in the program at the site	5	15	20	25
Program credit hours (major courses)**	75	105	225	300
Graduates	2	5	10	15

*Do not include current fiscal year.

**This is the total number of credit hours generated by students in the program in the required or elective program courses. Use the same numbers in Appendix B – Budget.

4. What is the perceived impact of this request on existing programs in the Regental system?

The impact to existing students will be negligible as all of the courses in the program are already offered online. The impact to the program is anticipated to be significant. Currently, SDSU is unable to advertise and market the program is available online. Once approved SDSU anticipates that there will be an increase in enrollment due to the increased demand by childcare facilities. The Human Development and Family Services major will prepare students for careers assisting prevention specialists, advocates, and educators working with children and families. These graduates will be employable in schools, hospitals, clinics, childcare facilities, and nonprofit organizations.

5. Complete the table and explain any special circumstances. Attach a copy of the program

as it appears in the current catalog. If there are corresponding program modifications requested, please attach the associated form. Explain the delivery of the new courses and attach any associated new course request forms.

A.S. in Human Development & Family Services		Credit hours currently available from this university online	Credit hours currently available from other universities available online	Credit hours currently available online	Credit hours new to this university for online delivery
	Credit hours				
System General Education Requirements	24	24	24	24	0
<i>Subtotal, Degree Requirements</i>	24	24	0	24	0
Required Support Courses	3	3	0	3	0
Major Requirements	26	26	3	26	0
<i>Subtotal, Requirements of the Proposed Major</i>	29	29	3	29	0
Electives	7	7	7	7	0
<i>Total, Degree with Proposed Major</i>	60	60	34	60	0

Requirements for the Human Development and Family Services Major

Associate of Science

System General Education Requirements

- Goal #1 Written Communication: ENGL 101 - Composition I (COM) [SGR #1] Credits: 3 and ENGL 201 - Composition II (COM) [SGR #1] Credits: 3
- Goal #2 Oral Communication: CMST 101 - Fundamentals of Speech (COM) [SGR #2] Credits: 3
- Goal #3 Social Sciences/Diversity: PSYC 101 - General Psychology (COM) [SGR #3] Credits: 3 and SOC 100 - Introduction to Sociology (COM) [SGR #3] Credits: 3
- Goal #4 Arts and Humanities/Diversity: SGR #4 Elective Credits: 3
- Goal #5 Mathematics: SGR #5 Elective Credits: 3
- Goal #6 Natural Sciences: SGR #6 Elective Credits: 3

Major Requirements

- HDFS 141 - Individual and the Family [SGR #3] Credits: 3
- HDFS 150 - Early Experience Credits: 2
- HDFS 210 - Lifespan Development (COM) [SGR #3] Credits: 3
- HDFS 227 - Human Development and Personality I: Childhood Credits: 3
- HDFS 237 - Human Development II: Adolescence Credits: 3
- HDFS 241 - Family Relations Credits: 3
- HDFS 247 - Human Development III: Adulthood Credits: 3
- HDFS 250 - Development of Human Sexuality Credits: 3
- HDFS 255 - Program Design, Implementation and Evaluation Credits: 3

Supporting Coursework

- GERO 201 - Introduction to Gerontology Credits: 3

Electives

- Taken as needed to complete any additional degree requirements.

Total Required Credits: 60

6. How will the university provide student services comparable to those available for students on the main campus?

An academic advisor will be assigned to those distance students in the major. They will connect with the students using e-mail, phone, Zoom, and other technologies as they communicate. An enrollment and student success coach is housed in Continuing and Distance Education and is available to assist students with the onboarding process through orientation for online learners and connecting to necessary resources online and on campus. Finally, online tutoring support is available through Smarthinking (Pearson Education) and student services such as disability services accommodations will be available to students upon request.

The South Dakota State University Hilton M. Briggs library has long served students engaged in coursework away from campus. This includes students enrolled online. Library support services will be available to students through a variety of means:

- Students can contact librarians for research assistance. The librarian provides online research guides and is available for consultations with faculty and students.
- Distance Library Services include book and article delivery for materials owned by the library. Students may request materials not held by the library through interlibrary loan.
- SDSU students have online access to research databases such as Web of Science, EBSCOhost MegaFILE, and JSTOR.

Students will have access to technical support provided by SDSU's Information Technology Services.

7. Is this program accredited by a specialized accrediting body? If so, address any program accreditation issues and costs related to offering the program at the new site(s).

No

8. Does the university request any exceptions to Board policy for delivery at the new site(s)? Explain requests for exceptions to Board policy.

No

9. Cost, Budget, and Resources related to new courses at the site: 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 and maintenance, facilities, etc., needed to implement the proposed minor. *Complete Appendix B – Budget using the system form.*

No additional or new resources are needed to deliver the A.S. in Human Development and Family Services program online. All courses needed for the program are already being delivered in an online format. As the program grows the school will be able to cover courses with workload adjustments or with temporary instructors.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – H (1)

DATE: December 7-8, 2022

SUBJECT

Agreements on Academic Cooperation – SDSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

BOR 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 State University (SDSU) seeks approval to renew an agreement on academic cooperation with Kunsan National University, located in Gunsan, South Korea, and to enter into an agreement on academic cooperation with Al Akhawayn University, located in Ifrane, Morocco.

IMPACT AND RECOMMENDATION

The agreement with Kunsan National University results in the opportunity for joint research, faculty collaboration, and student, faculty, and staff exchange. Regarding student exchange, students will pay tuition and fees to their home institution. Students and faculty will be responsible for paying for their own housing, meals, travel, health insurance, and any other incidental costs.

The agreement with Al Akhawayn University results in the opportunity for joint research, faculty collaboration, and student, faculty, and staff exchange. Regarding student exchange, students will pay tuition and fees to their home institution. Students will be responsible for paying for their own housing, meals, travel, health insurance, and any other incidental costs. Any specific faculty exchanges would be negotiated separately outside of this agreement.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation: Kunsan National University

Attachment II - Agreement on Academic Cooperation: Al Akhawayn University

DRAFT MOTION 20221207_6-H(1):

I move to approve South Dakota State University’s agreements on academic cooperation with Kunsan National University and Al Akhawayn University, as presented.



MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH DAKOTA STATE UNIVERSITY, UNITED STATES OF AMERICA

AND

KUNSAN NATIONAL UNIVERSITY, REPUBLIC OF KOREA

1. For the purpose of collaboration in both education and academic research, Kunsan National University (KSNU) and South Dakota State University (SDSU) hereby affirm their intent to promote academic cooperation and exchange which will be of mutual benefit to their respective universities. KSNU and SDSU agree to encourage academic cooperation through research and study in the furtherance of learning and through the stated objectives outlined below:

- 1.1 Academic staff cooperation on collaborative research, lectures and conferences in areas of common interests
 - 1.2 Exchange of scholars and researchers
 - 1.3 Exchange of data, documentation and research materials in the field of mutual interests
 - 1.4 Exchange of students, including credit transfer
 - 1.5 Exchange of academic information and publications
 - 1.6 Any other collaborative efforts that may be beneficial to both parties
2. Collaborative activities or projects between the parties will be subject to further agreement detailing the parties' responsibilities and obligations and the conditions related to each activity or project.
3. This Memorandum of Understanding shall become effective on the date of signing for five (5) years and will be automatically renewed for successive five (5) years period unless either

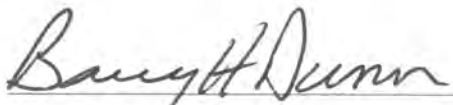
university gives the other party a written notice of its desire to terminate or to revise the Memorandum of Understanding six (6) months prior to the termination of a given five (5) years period.

4. This Memorandum of Understanding is to be executed in two (2) copies in English.

_____, 2022

On behalf of _____

On behalf of KSNU



Dr. Barry H. Dunn

President

South Dakota State University

United States of America

Dr. Byongsun Kuack

President

Kunsan National University

Republic of Korea

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY
AND
KUNSAN NATIONAL UNIVERSITY**

On the basis of a mutual commitment to further international understanding and friendship, to share academic knowledge and to establish and develop mutually beneficial academic contacts, South Dakota State University (SDSU) and Kunsan National University (KSNU) agree to the following:

I. Scope of the Cooperation

- Article 1. The institutions agree to exchange experience and information on questions of pedagogy, organization and contents of instruction, and the training of faculty and students, as appropriate. The area of exchange shall cover academic disciplines to be determined and negotiated by both parties, and may specifically include education, science and technology.
- Article 2. The institutions agree to exchange scientific and technical expertise, educational practices, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.
- Article 3. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects.
- Article 4. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, student and faculty exchange, and other similar projects as appropriate. Additional joint activities, such as student or faculty exchange, will require the execution of a separate agreement.

II. Appointment of Coordinators

- Article 5. Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for maintaining, revising, and/or and renewing the agreement, as appropriate. In addition, each institution shall name at least one academic contact, and this person will coordinate the specific aspects of the agreement.

Article 6. The following individuals at each institution will be responsible for coordinating this agreement:

South Dakota State University	Kunsan National University
PRIMARY CONTACT FOR AGREEMENT Name: Sally A. Gillman, Ph.D. Title: Director for Education Abroad Office: Office of International Affairs Mailing Address: Briggs Library, Suite 119 1300 North Campus Drive Brookings, SD 57007, USA Email: sally.gillman@sdstate.edu Telephone: 605-688-6094 Fax: 605-688-6540	PRIMARY CONTACT FOR AGREEMENT Name: Park Jae-Pil Title: Director Office: International Exchange Education Center Mailing Address: 558 Daehak-ro, Gunsan-si, Jeollabuk-do, Republic of Korea Email: jppark@kunsan.ac.kr Telephone: +82-63-469-4929 Fax: +82-63-469-4135 ACADEMIC OFFICER Name: On Yu Hee Title: Superintendant Office: International Exchange Education Center Mailing Address: 558 Daehak-ro, Gunsan-si, Jeollabuk-do, Republic of Korea Email: dhsdbgml@kunsan.ac.kr Telephone: +82-63-469-4133 Fax: +82-63-469-4135

Article 7. The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.

III. Visiting International Student

Article 8. This agreement includes a one-way visiting international student program. KSNU will send students to SDSU, and SDSU will categorize KSNU students as visiting, non-degree-seeking, and fee-paying undergraduate international students at SDSU. The following items will enumerate and clarify the responsibilities of the parties involved.

IV. SDSU's Responsibilities

- A. SDSU and KSNU will work together to determine the number of qualified visiting students that can be accepted from KSNU each semester/academic year.
- B. SDSU will provide a total of up to 15 transcript, semester credit-hours of instruction as follows in C.
- C. Students may take courses as advised by the SDSU Academic Contact and in SDSU majors.
- D. All applicants who are not native speakers of English must demonstrate proficiency in English with one of the following:

- Internet-based TOEFL Test (iBT) score, minimum-61,
- Paper-based TOEFL Test (PBT) score, minimum-500, and

- IELTS score, minimum-5.5.

TOEFL or IELTS scores must be submitted within two years of examination date. If students do not meet our English proficiency requirements listed above, qualified undergraduate applicants may be given admission to the English Language & Cultural Institute (ELCI). Upon successful completion of the ELCI program, students will be eligible for admission as a visiting International student at SDSU.

E. The SDSU Academic Contact for the agreement will provide academic advising.

F. The SDSU Academic Contact for the agreement will serve as the administrator or faculty member to oversee the overall academic program and well-being of the students, and to work directly with KSNU

G. The SDSU Academic Contact for the agreement will advise students on obtaining a student grade report/SDSU transcript upon completion of the program. SDSU Academic Contact for the agreement will direct students to complete the necessary release and request forms at SDSU's Enrollment Services Center for Records and Registration.

H. SDSU-Office of International Affairs (SDSU-OIA) will provide KSNU with a list of anticipated costs each year

I. SDSU-OIA will provide KSNU with application materials for visiting students, updated cost information and SDSU arrival information in an email.

J. SDSU-OIA will provide each admitted student with the documents necessary to apply for a U.S. student visa at the appropriate U.S. Embassy or Consulate overseas. The visa type will be a J-1.

K. SDSU-OIA will provide on campus orientation activities during the first days of the KSNU students' arrival to include introductions to staff/teachers, academic orientation, orientation to housing and meals, review of the schedule, orientation to campus facilities, explanation of rules and regulations, and campus tour.

L. The SDSU-OIA will arrange for airport pickup on arrival days each semester.

V. KSNU Responsibilities

A. KSNU will have each participant fill out an SDSU application form and will assist students with submitting all necessary application documents. After acceptance students will receive information on how to complete an online Residence Hall application and other information about arrival to SDSU.

B. KSNU will have each participant pay the applicable tuition, fees, and related costs for the credits in which they enroll at SDSU, directly to SDSU. The rate of tuition charged will be non-resident, and all mandatory and course/discipline fees will be assessed. If students initially attend SDSU for English as a Second Language classes, students will pay for ESL instruction.

- C. KSNU will have each participant provide for the international travel costs of the KSNU group to and from Brookings, SD, including all airport transfers and taxes.
- D. KSNU will have each participant arrange for visas and related travel documents.
- E. Each student will pay directly and separately to their student account designated by SDSU.
- F. KSNU students will obtain major medical insurance coverage through SDSU's International Student Accident & Medical Insurance Plan.
- G. KSNU will have participants comply with all university rules and regulations.

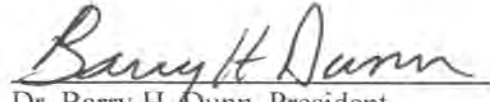
VII. Terms of Agreement

- Article 9. This agreement shall be valid for a period of five years. This agreement will be effective upon signature of the responsible authority of each institution and may be terminated by either party by given written notice to the other institution six months in advance of the date of termination. This agreement can be renewed with a discussion between the parties, an updating of contacts and new signatures. A termination of the agreement will not affect persons who have already begun an exchange under its provisions.
- Article 10. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions.
- Article 11. Privacy Statement
- Article 12. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- Article 13. Nothing in the above agreement shall be construed as being legally binding.
- Article 14. This agreement depends upon the continued availability of appropriated funds and expenditure authority for this purpose from the Legislature of the State of South Dakota. If for any reason the Legislature fails to appropriate or grant expenditure authority or if funds become unavailable by operation of law or federal funds reductions, this agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

In the spirit of international friendship and cooperation, we hereby set our signatures:

for South Dakota State University

for Kunsan National University


Dr. Barry H. Dunn, President

Dr. Byongsun Kuack, President

Date: 8-1-2022

Date: _____

대한민국 군산대학교와 미국 사우스다코타주립대학교 간의

양해각서

군산대학교와 사우스다코타주립대학교는 국제적인 이해와 우정에 대한 상호 약속을 기초로 하여 학술 지식을 공유하고 상호 유익한 학술 교류를 확립하고 발전시키기 위해 아래의 사항에 대해 합의한다.

I. 협력범위

- 제1조 양교는 교육, 강의의 내용과 구성 및 교직원과 학생의 훈련에 대한 경험과 정보를 적절한 방법을 통해 교환하기로 합의한다. 교류 분야는 양 기관이 협의하여 결정하는 학문 분야로 하며 구체적으로 교육, 과학 및 기술분야를 포함한다.
- 제2조 양교는 과학과 기술분야의 전문지식 및 교육분야의 여러 사례를 비롯하여 양 기관의 활동과 성과를 보여주는 전시 및 기타자료들을 적절한 방법을 통해 교환하기로 합의한다.
- 제3조 양교는 소속 교수진이 공동 연구 프로젝트를 수행할 수 있도록 적절한 방법을 통해 지원하는 것에 합의한다.
- 제4조 양교는 미래의 협력과 교류사업과 관련한 가능한 제안들에 대해 협의하기로 합의한다. 여기에는 단기 교환방문, 연구성과의 공동출판, 학생과 교직원의 교류 및 기타 유사한 프로젝트를 적절한 방법으로 시행하는 것이 포함된다. 학생 및 교원의 교류와 같은 추가적인 공동 활동에 대해서는 별도의 협약을 작성하도록 한다.

II. 담당자 지정

- 제5조 양교는 이 협정서를 관리할 담당자를 지정하도록 한다. 담당자는 협정서의 유지와 수정 및 갱신이 적절히 이루어지도록 해야 할 책임이 있다. 아울러 양교는 한 명 이상의 학업 담당자를 지정하여 협정서의 구체적인 내용을 조율하도록 한다.
- 제6조 양교가 지정한 아래 협정서 담당자는 본 협정서를 관리한다.

<p>사우스다코타주립대학교</p> <p>협정서 관리담당자 이름: Sally A. Gillman, Ph.D. 직함: Director for Education Abroad (해외교육부장) 부서명: Office of International Affairs 부서주소: Briggs Library, Suite 119, 1300 North Campus Drive, Brookings, SD 57007, USA 이메일: sally.gillman@sdstate.edu 전화: +1-605-688-6094 팩스: +1-605-688-6540</p> <p>학업 담당자 이름: 직함: 부서명: 부서주소: 이메일: 전화: 팩스:</p>	<p>국립군산대학교</p> <p>협정서 관리담당자 이름: 박재필 직함: 국제교류교육원 원장 부서명: 국제교류교육원 부서주소: 대한민국 전라북도 군산시 대학로 558 (우)54150 이메일: jppark@kunsan.ac.kr 전화: +82-63-469-4929 팩스: +82-63-469-4135</p> <p>학업 담당자 이름: 온유희 직함: 주무관 부서명: 국제교류교육원 부서주소: 전라북도 군산시 대학로 558(미룡 동) 이메일: dhsdbgm1@kunsan.ac.kr 전화: +82-63-469-4133 팩스: +82-63-469-4135</p>
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제7조 지정된 담당자는 교류대학의 문의 및 연락에 시기 적절하고 효율적으로 대응하기로 합의한다.

Ⅲ. 방문학생

제7조 이 협정서는 일방(one-way) 방문학생 프로그램을 포함한다. 국립군산대학교(KSNU)는 재학생을 사우스다코타주립대학교(SDSU)로 보내고 사우스다코타주립대학교는 국립군산대학교 학생을 등록금 납부의무가 있는 비학위과정 학부 방문학생으로 간주한다. 아래의 항목을 통해 양교의 의무사항을 열거하고 명확하게 하고자 한다.

Ⅳ. 사우스다코타주립대학교의 의무

- A. 사우스다코타주립대학교와 국립군산대학교는 상호 협의하여 매 학기/학년에 국립군산대학교가 파견할 수 있는 방문학생의 수를 결정한다.
- B. 사우스다코타주립대학교는 아래 C항에 나와있듯이 학기당 최대 15시수까지 제공한다.

C. 방문학생은 사우스다코타주립대학교의 학업 담당자의 조언에 따라 사우스다코타주립대학교에 개설된 전공 수업을 들을 수 있다.

D. 영어가 모국어가 아닌 참여학생은 모두 아래 방법 중 하나로 영어능력을 입증해야 한다.

- 인터넷 토플시험(iBT) 최소 61점
- 시험장실시 토플시험(PBT)점수, 최소 500점 및
- IELTS 최소 5.5점

TOEFL이나 IELTS 점수는 시험일로부터 2년 이내의 성적표를 제출해야 한다. 프로그램에 참여하는 학부과정 지원자의 영어능력이 위의 조건을 충족하지 못하면 English Language & Cultural Institute(ELCI)에 입학할 수 있다. ELCI 프로그램을 성공적으로 마치면 사우스다코타주립대학교의 방문학생으로 입학할 자격이 주어진다.

E. 사우스다코타주립대학교의 학업 담당자는 학업에 대한 조언을 제공한다.

F. 사우스다코타주립대학교의 학업 담당자는 전반적인 학업 프로그램과 참여학생들의 복지를 총괄하며 군산대학교와 직접적으로 협력하는 관리자 또는 교원의 역할을 수행한다.

G. 사우스다코타주립대학교의 학업 담당자는 프로그램이 종료되면 학생들에게 성적 보고서/성적표를 받는 것에 조언을 제공한다. 학업 담당자는 학생들이 발급과 등록을 위한 사우스다코타주립대학교의 학적 및 등록 서비스센터에서 필요한 서류를 발급받고 각종 신청서를 작성할 수 있도록 안내한다.

H. 사우스다코타주립대학교의 국제교류처(이하 국제처)는 국립군산대학교에 매년 예상되는 유학 경비를 제공한다.

I. 국제처는 방문학생을 위한 지원 안내자료, 유학경비의 최신 정보와 입국에 필요한 정보를 이메일을 통해 국립군산대학교에 제공한다.

J. 국제처는 프로그램 참여가 확정된 방문학생에 대해 미국대사관이나 영사관에서 유학비자를 신청하는데 필요한 서류에 대한 정보를 제공한다. 비자의 종류는 통상적으로 J-1으로 한다.

K. 국제처는 국립군산대학교 학생이 학교에 도착하면 바로 오리엔테이션을 실시하며 여기에는 직원/교수 소개, 학업 안내, 주거 및 식사, 학사일정, 학교시설, 각종 규칙 및 규정에 대한 안내가 포함된다.

L. 국제처는 매 학기 학생 도착일에 공항픽업을 실시한다.

V. 국립군산대학교의 의무

A. 국립군산대학교는 프로그램 지원자가 사우스다코타주립대학교에 제출할 지원서를 작성하고 필요한 서류를 제출하도록 안내한다. 입학이 허가되면 참여 학생들은 거주지 온라인 신청서 작성 방법과 학교 도착에 대한 안내사항을 받게 된다.

B. 국립군산대학교는 지원자가 사우스다코타주립대학교 등록에 필요한 등록금, 각

종 경비, 학점과 관련된 비용을 사우스다코타주립대학교에 직접 납부하도록 안내한다. 등록금은 비거주자 기준으로 산정되며 모든 필수 경비와 수업/학업에 대한 비용이 부과된다. 만약 지원자가 사우스다코타주립대학교에서 영어수업(ESL)을 먼저 수강한다면 ELS 수업료를 추가로 납부하여야 한다.

C. 국립군산대학교는 프로그램 참여 학생에 대해 사우스다코타주립대학교 소재지인 사우스다코타주 Brookings 도착과 출발에 필요한 여행경비를 부담하도록 안내한다. 여기에는 항공운임과 공항 환승료 및 각종 세금을 포함한 왕복 국제여행 비용이 포함된다.

D. 국립군산대학교는 지원자에게 비자와 관련된 여행 서류를 준비하게 한다.

E. 지원자는 사우스다코타주립대학교가 지정한 학생계좌로 필요한 경비를 직접 납부한다.

F. 국립군산대학교 학생은 사우스다코타주립대학교의 유학생상해의료보험으로 의료보험 혜택을 받는다.

G. 국립군산대학교는 지원자가 대학의 모든 규칙과 규정을 준수하도록 안내한다.

VI. 협정 조건

제9조 이 협정은 5년 동안 유효하다. 협정은 각 기관의 책임있는 권한 소지자의 서명에 따라 효력이 발생하며 종료일 6개월 전에 한 기관이 상대 기관에 서면통지를 하면 협정을 종료할 수 있다. 협정은 각 기관의 협의를 거쳐 연락 담당자와 서명을 갱신함으로써 연장할 수 있다. 협정 종료 전 이미 교류를 시작한 자에 대해서는 종료에 따른 영향이 없다.

제10조 이 협정서에 규정되지 아니한 사항은 두 기관의 상호 합의에 의해 정한다.

제11조 개인정보 취급방침

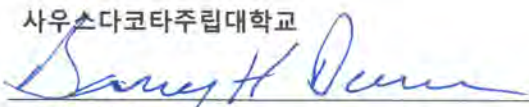
제12조 이 협정서에 대한 수정은 양 기관이 서명한 서면화 된 부칙의 형태로 이루어진다.

제13조 이 협정서의 어떤 내용도 법적 구속력을 갖는 것으로 해석되어서는 안된다.


제14조 이 협정은 협정의 목적을 위한 적절한 예산과 지출 부서에 대한 사우스다코타 주 의회로부터의 지속적인 가용성 부여 여부에 달려있다. 주 의회가 어떠한 사유로 인하여 예산을 책정하고 지출을 승인하지 못하게 되거나 법 집행 또는 연방정부의 예산 감축에 따라 해당 예산을 사용할 수 없게 될 경우 이 협정은 사우스다코타 주에 의해 종료된다. 이 같은 사유에 따른 협정 종료는 주 정부에 귀책 사유가 있는 것도 아니며 주 정부에 그에 대한 손해배상을 청구할 수 없다.

국제적인 우호와 협력의 정신에 따라 아래와 같이 서명한다.

사우스다코타주립대학교


총장 배리 H. Dean

국립군산대학교


총장 이장호

South Dakota
State
University
And
Al Akhawayn
University

**AGREEMENT ON ACADEMIC COOPERATION
AND STUDENT EXCHANGE
BETWEEN
SOUTH DAKOTA STATE UNIVERSITY
AND
AL AKHAWAYN UNIVERSITY OF MOROCCO**

On the basis of a mutual commitment to further international understanding and friendship, to share academic knowledge and to establish and develop mutually beneficial academic contacts, South Dakota State University (SDSU) and the Al Akhawayn University (AUI) agree to the following:

I. Scope of the Cooperation

- Article 1. The institutions agree to exchange experience and information on questions of pedagogy, organization and contents of instruction, and the training of faculty and students, as appropriate.
- Article 2. The institutions agree to exchange research papers, teaching materials, syllabi, curricula, as well as exhibitions and other materials, as appropriate, illustrating the activities and achievements of both institutions.
- Article 3. The institutions agree to exchange students and faculty members.
- Article 4. The institutions agree, as appropriate, to help faculty member of both parties conduct joint research projects.
- Article 5. The area of exchange shall cover all academic disciplines available at both universities.
- Article 6. The area of exchange, to the extent feasible, shall include the exchange of students for internship programs.

II. Exchange of Students

- Article 7. Participants remain students of the home institution throughout the period of the exchange.
- Article 8. The total number of students exchanged per year will be determined by mutual agreement of the two institutions. It is expected that efforts will be made to have equal numbers of students exchanged from each institution over the period this agreement is valid.
- Article 9. Students will only be accepted on a non-degree basis.

- Article 10. Each institution shall be responsible for the selection of students participating in the exchange with academic excellence being the primary criterion for the selection. A further criterion is the student's perceived ability to deal effectively with the challenges of the exchange situation. Exchange candidates will be nominated by their home institution and approved by the host institution.
- Article 11. SDSU and Al Akhawayn University (AUI) agree to exchange students on a "1 for 1" basis according to the provisions of Section 3 in SDBOR Policy 5.5.4 (Tuition and Fees: Fees). Each SDSU student participating in the exchange will pay tuition and a general activity fee for 15 credits as well as appropriate room and board fees to the home university. These monies collected from the SDSU student will be held in an SDSU account to pay for the tuition, room, and board expenses of an incoming AUI exchange student. The AUI exchange student participating in the program will have paid 15 credits of tuition, room, and board expenses at AUI to cover the expenses of the SDSU exchange student at AUI. Therefore a 15-credit to 15-credit balance, along with room and board expense balance, will be maintained.
- Article 12. AUI students will pay the SDSU International Student Fee as mandated by the South Dakota Board of Regents.
- Article 13. Exchange students are responsible for all travel costs and any incidental costs/fees at the host institution.
- Article 14. All exchange students are required to carry adequate health insurance during the period of exchange, and show proof thereof. All students studying at SDSU will be required to purchase the Board of Regents mandated insurance for the entire term of study upon arrival.
- Article 15. Exchange students are responsible for purchasing books and other academic supplies.
- Article 16. Academic credits received by the students will be recognized by each university. Academic transcripts will be provided to the home institution upon completion of the students' period of study at the host institution.
- Article 17. Exchange students will pre-register for courses at the host university with the guidance and advice of their academic advisors. Each institution undertakes to provide information on courses, including course descriptions and syllabi/course handbooks.
- Article 18. Exchange students will be free to choose courses from the full range of courses available at the host institution, provided that they satisfy the individual course prerequisites, and that space is available.

Article 19. Participants in the exchange must have their proposed program of studies at the host institution approved by their home institution prior to the exchange.

Section A. Students participating in the exchange must maintain full-time enrollment for the duration of the exchange. The host institution agrees to monitor the participation of students in its programs and inform the home institution immediately if a student drops below full-time enrollment, withdraws from the program or otherwise fails to make satisfactory progress toward completion of course work, or when a student is in danger of being dismissed from the program. For these purposes, SDSU considers full-time enrollment as 12 U.S. credits, which may include both on-campus and distance delivery courses.

Article 20. Students will be assigned an advisor for academic, social and practical matters by the host institution. Academic and/or attendance problems will be dealt with by the host institution for the duration of the exchange.

Article 21. Exchange students will abide by the rules and regulations formally documented by the host institution and be subject to all due processes in the enforcement of said rules and regulations.

III. Exchange of Faculty

Article 22. Both institutions shall encourage the exchange of faculty members who may conduct research, teach classes, deliver lectures, or give special programs such as workshops. Activities will be negotiated prior to the exchange.

Article 23. Both institutions shall provide, as appropriate, a list of members of the faculty interested in and qualified for the exchange. The number of exchange faculty members shall be determined by the two institutions. A final decision on accepting a visiting faculty member rests with the host institution. The term of the exchange shall be negotiated and determined by the needs of the two institutions.

Article 24. The cost of salaries and other fringe benefits shall be the responsibility of the home institution.

Article 25. Housing costs, cost of traveling, health insurance and other incidental costs are the responsibility of the individual faculty member.

Article 26. Both institutions shall assist the exchange faculty members in locating funds from various international scholar programs or such individual granting agencies as are available.

Article 27. Each institution shall provide support to exchange faculty members to locate suitable housing.

- Article 28. Participation of exchange faculty members in conferences shall be the responsibility of the host institution to the same extent as its own faculty.
- Article 29. Host institutions shall offer opportunities for visiting faculty to integrate fully into the life of the community, including invitations to campus-based professional development opportunities.
- Article 30. Faculty members and administrators of both institutions are welcome to make professional visits to their sister campus for familiarization with their counterparts and possible development of mutually beneficial programs.
- Article 31. Exchange faculty will abide by the rules and regulations formally documented by the host institution for all faculty members.

IV. Joint Research Activities, Publications and Other

- Article 32. The two institutions agree to undertake joint academic research, deploying their faculty members and facilities and drawing upon the strength of respective experiences in overseas programs.
- Article 33. Both institutions agree to discuss other proposals relating to future collaborations and exchange, including the possibility of brief exchange visits, joint publication of research, and other similar projects as appropriate.

V. Appointment of Coordinators

- Article 34. Each institution shall designate an individual who will serve as coordinator for this agreement. The coordinator will be responsible for coordinating the specific aspects of the program as well as advising and assisting students.

The following individuals at each institution will be responsible for coordinating this exchange:

South Dakota State University	Al Akhawayn University
PRIMARY CONTACT FOR INCOMING AND OUTGOING STUDENTS	PRIMARY CONTACT FOR INCOMING AND OUTGOING STUDENTS
Name: Sally A. Gillman, Ph.D. Title: Director for Education Abroad Office: Office of International Affairs Address: 1300 North Campus Drive, Briggs 119 Brookings, SD 57007, US Email: sally.gillman@sdstate.edu Telephone: 605-688-6094 Fax: 605-688-6540	Name: Brian Seilstad, Ph.D. Title: Director of Internationalization and Partnerships Office: Office of International Programs Address: Av Hassan II, PO Box 104, 53000 Ifrane, Morocco Email: b.seilstad@au.ma Telephone: +212-535-862-905

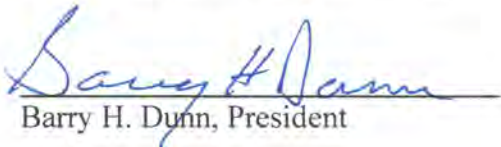
- Article 35. The individuals in the positions listed above agree to respond to inquiries and correspondence from the partner institution in a timely and efficient manner.

VI. Terms of Agreement

- Article 36. This agreement shall be valid for a period of five years. This agreement will be effective upon signature of the responsible authority of each institution and may be terminated by either party by given written notice to the other institution six months in advance of the date of termination. A termination of the agreement will not affect persons who have already begun an exchange under its provisions.
- Article 37. Matters not provided in this agreement shall be decided by mutual agreement between the two institutions.
- Article 38. Modifications of this agreement shall be made in the form of a written addendum signed by both parties.
- Article 39. Nothing in the above agreement shall be construed as being legally binding.
- Article 40. This agreement depends upon the continued availability of appropriated funds and expenditure authority for this purpose from the Legislature of the State of South Dakota. If for any reason the Legislature fails to appropriate or grant expenditure authority or if funds become unavailable by operation of law or federal funds reductions, this agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

In the spirit of international friendship and cooperation, we hereby set our signatures:

for South Dakota State University


Barry H. Dunn, President

9-27-22
Date:

for Al Akhawayn University

Amine Bensaid, President

Date:

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – H (2)

DATE: December 7-8, 2022

SUBJECT

Agreements on Academic Cooperation – USD

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

BOR 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 (USD) seeks approval to extend an agreement on academic cooperation with The University of Western Australia, located in Perth, Australia.

IMPACT AND RECOMMENDATION

Terms of the original agreement remain in place and will be extended through 2025. Board staff recommends approval.

ATTACHMENTS

Attachment I – Agreement on Academic Cooperation Letter of Extension: The University of Western Australia

DRAFT MOTION 20221207_6-H(2):

I move to approve the University of South Dakota’s extension of the current agreement on academic cooperation with The University of Western Australia, as presented.



**LETTER OF EXTENSION
OF THE
PARTNERSHIP AGREEMENT ON ACADEMIC COOPERATION
BETWEEN
THE UNIVERSITY OF WESTERN AUSTRALIA, AUSTRALIA
AND
UNIVERSITY OF SOUTH DAKOTA, USA
ORIGINALLY SIGNED: FEBRUARY 2014
RENEWED: DECEMBER 2019**

The University of Western Australia and the University of South Dakota agree to extend the Partnership Agreement on Academic Cooperation which will take effect from the 31st of December 2022 and remain in operation for a further period of three (3) years unless terminated by either party giving the other party six (6) months written notice of termination.

Each party acknowledges that it will comply with privacy and data protection laws applicable to that party.

Signed for and on behalf of the parties by their authorized signatories:

For The University of Western Australia

For the University of South Dakota

Milly Ingate
Acting Associate Director, Global Engagement

Sheila K. Gestring
President, University of South Dakota

Date: _____

Date: _____

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – I (1)
DATE: December 7-8, 2022

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 their AAS degree in Health Information Technology and Management from Laramie County Community College will be able to apply 33 major credits and general education credits toward the BS in Health Informatics/Information management degree.

Board staff recommends approval.

ATTACHMENTS

Attachment I – DSU Articulation Agreement: Laramie County Community College

DRAFT MOTION 20221207_6-I(1):

I move to approve Dakota State University’s articulation agreement with Laramie County Community College, as presented in Attachment I.

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the

HEALTH INFORMATION TECHNOLOGY AND MANAGEMENT

Associate of Applied Sciences Degree Program

Towards the

HEALTH INFORMATION MANAGEMENT MAJOR

Bachelor of Science in

Health Informatics & Information Management Degree Program

Between

LARAMIE COUNTY COMMUNITY COLLEGE

and

DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Laramie County Community College (LCCC) 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 LCCC students who have completed the A.A.S degree in Health Information Technology and Management (Attachment A) an opportunity to earn a Bachelor of Science in Health Informatics and Information Management degree.

III. Academic Program

- A. Upon successful completion of the major requirements specified in III. B below, Dakota State University will accept 33 major course credits from the LCCC A.A.S. degree in Health Information

Technology and Management. Students must successfully complete the A.A.S. degree in Health Information Technology and Management from LCCC prior to transferring to Dakota State University for the course credits to be accepted. General Education coursework is in addition to the 33 major course credits. (Note that General Education Course CSC 150 Introduction to Computers has already been approved for transfer). Students must meet all Board or Regents policies and university graduation requirements in order to receive a degree. The Bachelor of Science in Health Informatics/Information Management degree requires 120 credits.

- B. Requirements to be completed at Dakota State University to earn a Bachelor of Science in Health Informatics/Information Management degree are outlined below.

DSU Health Informatics & Information Management Course Requirements:
44 credits

Course	Credit Hours
BADM 220 Business Statistics OR MATH 281 Introduction to Statistics	3 credits
CIS 484 Database Management Systems	3 credits
BIOL 221 Human Anatomy and BIOL 221 L Human Anatomy Lab	4 credits
CIS 123 Problem Solving and Programming OR CIS 130 Visual Basic Programming OR CSC 150 Computer Science I	3 credits
CIS 338 Project Management	3 credits
CIS 438 Advanced Project Management	3 credits
HIM 101 Health Information Management Profession	1 credit
HIM 225 Intro to Digital Health Information Systems	3 credits
HIM 360 Leadership for Health Informatics & Information Management	4 credits
HIM 380 Digital Healthcare Data Analytics	4 credits
HIM 386 Clinical Documentation Integrity	2 credits
HIM 440 Healthcare Information Governance	2 credits
HIM 444 Digital Health Technology	3 credits
HIM 450 Digital Health Informatics & Information Management Research	3 credits
HIM 485 Supervised Professional Practice	2 credits
HIM 488 HIM Classrooms to HIM Careers	1 credit

- C. Requirements that will be accepted as transfer credit from LCCC to earn a Bachelor of Science in Health Informatics & Information Management degree are outlined below. Transfer courses in the Health Information Management major must have a minimum grade of "C" or satisfactory.

DSU credits accepted as transfer credits from LCCC: 33 credits

Course	Credit Hours
CSC 105 Introduction to Computers*	3 credits
HIM 130 Basic Medical Terminology	2 credits
HIM 150 Introduction to the Health Information Management	3 credits

HIM 169 Legal Aspects of Health Information Management I	1 credit
HIM 170 Legal Aspects of Health Information Management II	2 credits
HIM 180 Fundamentals of Human Disease	3 credits
HIM 252 Healthcare Statistics	2 credits
HIM 240 ICD Healthcare Coding Systems	4 credits
HIM 257 Management and Supervision of HIM	2 credits
HIM 265 HIM Data Quality & Outcomes	3 credits
HIM 285 Supervised Professional Practice	2 credits
HIM 362 Healthcare Procedure Coding Systems	3 credits
HIM 364 Revenue Cycle Management	3 credits

*LCCC General Education Requirement

D. Requirements that will be accepted as transfer credit from LCCC to earn a Bachelor of Science in Health Informatics and Information Management degree or can be completed at Dakota State University are outlined below.

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 LCCC.

Electives: 13 credits

Electives can be completed at LCCC or DSU to earn a Bachelor of Science in Health Informatics and Information Management degree.

Total Requirements for Bachelor's of Science in Health Informatics and Information Management Degree at Dakota State University

DSU Course Requirements: 44 credits

LCCC Transfer Course Requirements: 33 credits

General Education/Institutional Requirement Course Requirements: 30 credits

Electives: 13 credits

TOTAL: 120 Credits

Additional requirements:

1. Students must complete DSU's online undergraduate admission process.
2. Students must successfully complete DSU's HIIM BS Admission interview process outlined in the undergraduate catalog.
3. Students must take DSU's HIIM AS program exit exam and score 70% or higher to validate competencies as a part of the HIIM BS Admission process. Students who have taken a prior AS/AAS HIT exit exam from a CAHIIM accredited program may submit scores to DSU. The HIIM BS Admission Committee may require additional coursework, if indicated, to ensure students have completed coursework including all AHIMA curriculum competencies.
4. Students must take DSU's Exit Exam prior to graduation, as required of all students graduating with the BS.

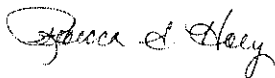
IV. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved this articulation agreement.

V. Modification

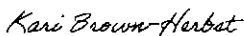
This agreement may be modified from time to time by the South Dakota Board of Regents and Laramie County Community College with approval by the South Dakota Board of Education. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms 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. Effective Date of Agreement: Start Date of the Fall 2022 term at Laramie County Community College and Dakota State University. The agreement applies to students who graduated from Laramie County Community College in 2022 and subsequent years.

VII. Acceptance of Agreement:**For Dakota State University:**


Date: Sep 6, 2022

Dr. Rebecca Hoey
Provost and VP of Academic Affairs

For Laramie County Community College:


Date: Sep 9, 2022

Dr. Kari Brown-Herbst
Vice President of Academic Affairs

SM
SM

Attachment A: LARAMIE COUNTY COMMUNITY COLLEGE**Health Information Technology and Management –****Associate of Applied Science Degree****Course Sequence**

Ann Howard, Program Director – 2022-2023

Pre-requisite**Credits**

HLTK 1210 Human Body Systems

3

HLTK 1200 Medical Terminology

2

First Year**Fall Semester****Credits****Prerequisites**

HIT 1500-Intro to Health Care Careers

4

Approval of Director

HIT 1510-Computer Software for Medical Office Prof

4

Approval of Director

HIT 1550-Med Office Procedural Skills

3

Approval of Director

HIT 1600 Intro to Health Information

2

HIT 1550

5TRT 1000 – Strategies for Success

3

Spring Semester

MEDC 1500-Basic Diagnostic Coding

3

HLTK 1210

MEDC 1600-Basic CPT Coding

3

HLTK 1210

MEDC 1750-Disease Processes in Coding

3

HLTK 1210

English 1010

3

Second Year**Fall Semester****Credits****Prerequisites**

MEDC 1675-Advanced Coding

4

MEDC 1500 and 1600

MEDC 1700-Reimbursement Methodologies

3

HIT 1550

MEDC 1970-Professional Practice Experience (Coding)

2

MEDC 1500 and 1600

Math 1000-Problem Solving (or higher)

3

CO/M 2010-Public Speaking OR

CO/M 1015 Foundations of Communication

3

Spring Semester

HIT 2500-Health Data Management

2

HIT 1510

HIT 2550-Health Care Quality and Performance Improve

2

MEDC 1700

HIT 2600-Health Info Application Skills

3

HIT 1600

HIT2700-Health Information Management

3

HIT 1600

HIT 2970-Professional Practice Experience (HIM)

2

HIT 2600 or concurrent

Wyoming or U.S. Constitution

3

63 credits











Articulation LCCC Dakota State Univ DSU updated 8.31.22


Final Audit Report

2022-09-09


Created:	2022-09-06
By:	LCCC Procurement (procurement@lccc.wy.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0UfHRG1UzwsA6KO1qYP16Q-ei17HgO

"Articulation LCCC Dakota State Univ DSU updated 8.31.22" History

-  Document created by LCCC Procurement (procurement@lccc.wy.edu)
2022-09-06 - 9:44:16 PM GMT- IP address: 137.87.0.202
-  Document emailed to rebecca.hoey@dsu.edu for signature
2022-09-06 - 9:46:05 PM GMT
-  Email viewed by rebecca.hoey@dsu.edu
2022-09-07 - 2:28:36 AM GMT- IP address: 104.47.57.254
-  Signer rebecca.hoey@dsu.edu entered name at signing as Rebecca S. Hoey
2022-09-07 - 2:29:41 AM GMT- IP address: 68.69.78.153
-  Document e-signed by Rebecca S. Hoey (rebecca.hoey@dsu.edu)
Signature Date: 2022-09-07 - 2:29:43 AM GMT - Time Source: server- IP address: 68.69.78.153
-  Document emailed to Starla Mason (smason@lccc.wy.edu) for approval
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-  Email viewed by Starla Mason (smason@lccc.wy.edu)
2022-09-08 - 2:48:20 AM GMT- IP address: 65.131.57.171
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Approval Date: 2022-09-08 - 3:30:18 AM GMT - Time Source: server- IP address: 65.131.57.171
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 Document e-signed by Kari Brown-Herbst (kherbst@lccc.wy.edu)

Signature Date: 2022-09-09 - 2:47:04 PM GMT - Time Source: server- IP address: 66.243.253.162

 Agreement completed.

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SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs **Consent**

AGENDA ITEM: 6 – I (2)
DATE: December 7-8, 2022

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 agreements:

- Students who have completed an AS degree in Applied Health Sciences at BHSU may apply credits toward the BS in Nursing – RN to B.S.N. program.
- Students who have completed their Associate degree in Nursing from Iowa Valley Community College may apply 46 nursing technical courses, 11 prerequisite credits, and up to 30 credits in qualifying general education courses toward the BS in Nursing – RN to B.S.N. program.
- Students who have completed an Associate degree in Nursing from Ridgewater College may apply 46 nursing technical courses, 11 prerequisite credits, and up to 30

(Continued)

DRAFT MOTION 20221207_6-I(2):

I move to approve South Dakota State University’s articulation agreements with Black Hills State University, Iowa Valley Community College, Ridgewater College, and Southeast Technical College, as presented in Attachments I through VI.

credits in qualifying general education courses toward the BS in Nursing – RN to B.S.N. program.

- Students who have completed an Associate of Applied Science degree in Nursing from Southeast Technical College may apply 46 nursing technical courses, 8 prerequisite credits, and up to 20 credits in qualifying general education courses toward the BS in Nursing – RN to B.S.N. program.
- Students who have completed credits toward the BS in pre-nursing or Nursing at South Dakota State University may apply 33 equivalent credits towards the Associate of Applied Science in Nursing at Southeast Technical College.
- Students who have completed the Associate of Applied Sciences in Early Childhood Specialist from Southeast Technical College may apply 20 technical course credits and qualifying general education credits toward the BS in Early Childhood Education: Birth to Age 8 program.

Board staff recommends approval.

ATTACHMENTS

Attachment I – SDSU Articulation Agreement: Black Hills State University

Attachment II – SDSU Articulation Agreement: Iowa Valley Community College

Attachment III – SDSU Articulation Agreement: Ridgewater College

Attachment IV – SDSU Articulation Agreement: Southeast Technical College (AAS in Nursing to BS in Nursing - RN to BSN)

Attachment V – SDSU Articulation Agreement: Southeast Technical College (Reverse Transfer Agreement – BS in Pre-Nursing or Nursing to AAS in Nursing)

Attachment VI – SDSU Articulation Agreement: Southeast Technical College (AAS in Early Childhood Specialist to BS in Early Childhood Education: Birth to Age 8)

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

BLACK HILLS STATE UNIVERSITY (BHSU)
and
SOUTH DAKOTA STATE UNIVERSITY (SDSU)

Agreement with Respect to Applying the
APPLIED HEALTH SCIENCES
Associate of Science Degree Program at BHSU
Towards the
NURSING (BSN)
Bachelor of Science Degree Program at SDSU

I. Parties

The parties to this agreement are South Dakota State University (SDSU) and Black Hills State University (BHSU).

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;
- D. provide BHSU students an opportunity to complete both the AS degree in Applied Health Sciences and the Bachelor of Science degree with a major in Nursing (BSN) in a seamless process;
- E. encourage students to graduate from both the AS (BHSU) and BSN (SDSU) program and work collaboratively on marketing and admissions guidance.

III. Academic Program

Graduation Requirements for the Bachelor of Science in Nursing (BSN) at SDSU

BSN major requirements	62
General Education Requirements	32
Pre-Nursing Course Requirements	26
Total credits required:	120

- A. Requirements to be completed at SDSU for the major in Nursing (BSN) are reflected in the catalog website: catalog.sdstate.edu

- B. The general education coursework to meet Regental System General Education Requirements (SGR) must also be completed as outlined below. This coursework may be taken at BHSU if equivalent courses are available and if delivered under the current General Education agreement with the Board of Regents. Required general education coursework required for the BS degree in Nursing is identified in the chart below. Additional general education coursework will be transferred if the Regental System General Education transfer requirements are met. The general education requirements for the BSN program may be completed at BHSU while the student completes the AS degree in Applied Health Sciences if desired.

General Education Course Requirements

SDSU General Education Requirement			BHSU Equivalent	Credit Hours
SGR 1 Written Communication and Literacy Skills	Approved SGR #1 courses	6	Approved SGR #1 courses	6
SGR 2 Oral Communication	Approved SGR #2 course	3	Approved SGR #2 course	3
SGR 3 Social Sciences	PSYC 101 General Psychology	3	PSYC 101	3
	SOC 100 Introduction to Sociology OR SOC 150 Social Problems OR ANTH 210 Cultural Anthropology	3	SOC 100 OR SOC 150 OR ANTH 210	3
SGR 4 Humanities & Fine Arts	Approved SGR #4 courses	6	Approved SGR #4 courses	6
SGR 5 Mathematics	Approved SGR #5 course	3	Any approved SGR #5 course	3
SGR 6 Natural Sciences	MICR 231/231L General Microbiology/Lab AND CHEM 106/106L Chemistry Survey/Lab OR CHEM 112/112L General Chemistry I/Lab	8	BIOL 231/231L AND CHEM 106/106L OR CHEM 112/112L	8
Total General Education Credits		32		32

- C. The Pre-Nursing Course Requirements for the Major must also be completed as outlined below. This coursework may be taken at BHSU if equivalent courses are available. Additional foundational coursework will be transferred if the Regental System transfer requirements are met. The foundational course requirements for the BSN program may be completed at BHSU while the student completes the AS degree in Applied Health Sciences if desired.

Pre-Nursing Course Requirements for Major

SDSU Foundational Course Requirements for Major		BHSU Equivalent or Substitution**	
BIOL 221/221L Human Anatomy and Lab	4	BIOL 121 BIOL 121L	3 1
BIOL 325/325L Physiology and Lab	4	BIOL 123 BIOL 123L	3 1
MICR 231/231L General Microbiology and Lab	4	BIOL 231 BIOL 231L	3 1
HDFS 210 Lifespan Development	3	PSYC 221	3
NURS 119 First Year Seminar	2	GS 100 (1 cr) OR NURS 119 (2 cr)	1-2
NUTR 315 Human Nutrition	3	HLTH 315 OR HLTH 422 as taught by BHSU	3
PSYC 101 General Psychology	3	PSYC 101	3
Total Pre-Nursing Credits	23	Total BHSU Credits	22-23

**BHSU equivalent courses included in the AS in Applied Health Sciences Degree; additional elective credits may be transferred if they meet Regental System General Education transfer requirements.

^Course will also fulfill BHSU Applied Health Sciences unspecified elective credit.

IV. Pathway: Forward Articulation (completing AS degree in Applied Health Sciences at BHSU and transferring to SDSU to complete the Bachelor of Science in Nursing (BSN))

- A. A selection of SDSU Nursing major courses, including NURS 234, NURS 235, NURS 258, NURS 258L, NURS 272 and NURS 323, may be used as electives in the AS in Applied Health Sciences at BHSU.
- B. Students may elect to participate in dual advising from BHSU and SDSU while completing the BHSU AS in Applied Health Sciences program in preparation for the SDSU Bachelor of Science in Nursing program.
- C. Upon successful completion of the requirements of the AS in Applied Health Sciences at BHSU, they will graduate with an AS in Applied Health Sciences. Provided they meet all other admissions requirements and application deadlines, students will have a guaranteed seat in the Rapid City site for the SDSU College of Nursing BSN program (this agreement will be reviewed as needed, at minimum every seven years, to ensure capacity is available). If students are accepted and transfer to the SDSU Bachelor of Science in Nursing program prior to completing the BHSU AS in Applied Health Sciences degree, SDSU will advise students to complete their BHSU AS in Applied Health Sciences requirements and apply for graduation from BHSU while completing the SDSU Bachelor of Science in Nursing program.
- D. SDSU will waive the application fee for BHSU Health Sciences students applying for admission to the BSN program.
- E. At the time of acceptance into the SDSU Bachelor of Science in Nursing program, SDSU will accept all courses from the AS in Applied Health Sciences degree as listed in this

agreement. Transferable general education coursework and other pre-nursing requirements will be accepted.

- F. Once accepted into SDSU Nursing, students will complete the requirements for the Nursing (BSN) major and any other general education or free elective requirements that remain unsatisfied.
- G. Students must meet all Board of Regents policies, as well as university graduation requirements of the institution granting the degree.

V. Obligations

Both parties agree to confer with each other on a yearly basis regarding changes in curricula involved in this articulation agreement.

VI. Modification

This agreement may be modified from time to time by the South Dakota Board of Regents.

VII. Termination

This agreement may be terminated by either party upon one year's written notice to the other. Student(s) enrolled in the program at that time shall be allowed to complete the program.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the 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 by either party. Termination for any of these reasons is not a default by either party nor does it give rise to a claim against either party.

This agreement will be reviewed at minimum every seven years from the effective date per South Dakota Board of Regents policy 2:27. This agreement may be reviewed as needed at the prompting of either party.

VIII. Effective Date of Agreement:

This agreement will take full effect upon approval from all parties and the South Dakota Board of Regents. This agreement applies to students who graduated from BHSU after fall 2014 or later with an AS in Applied Health Sciences degree, provided the student meets all other program requirements.

For Black Hills State University:

Cynthia Anderson, Ph.D.
Interim Dean of College of Business and Natural Sciences
Black Hills State University

Date: _____

Laurie S. Nichols, Ph.D.
President
Black Hills State University

Date: _____

For South Dakota State University:

Mary Anne Krogh, Ph.D.
Dean of the College of Nursing
South Dakota State University

Date: _____

Dennis Hedge, Pharm.D.
Provost & Vice President for Academic Affairs
South Dakota State University

Date: _____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between
Iowa Valley Community College District
and
South Dakota State University

Agreement with Respect to Applying the
Associate Degree in Nursing Program
Towards the
Bachelor of Science, major in Nursing
RN to B.S.N. Option

I. Parties

Parties to this agreement are Iowa Valley Community College District (IVCCD) 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 IVCCD graduates of the Associate Degree Registered Nursing (RN) an opportunity to earn a Bachelor of Science degree with a major in Nursing (BSN).

III. Academic Program

- A. Upon successful completion of the major requirements specified in III, SDSU will accept a block of 46 nursing technical course credits from the A.D. degree. These nursing technical credits will be placed on the student's transcript as ATIP 292 AAS PROG IN REGISTERED NURSE. Additionally, a block of 11 prerequisite credits will be awarded for IVCCD technical coursework related to anatomy and physiology and psychology for a total of 57 block credits.

General education coursework for the A.D. in Nursing at IVCCD is specified below. Additional transferrable general education coursework may be transferred if the SD Board of Regents System (SDBOR) and SDSU General Education transfer requirements are met.

No more than a total of 90 credits may be transferred from IVCCD to SDSU. At least 30 credits must be completed at SDSU. Students must meet all SDBOR and SDSU policies and graduation requirements to earn the BSN degree.

B. General Education Requirements (SGRs) 13 credits

Transferrable general education requirements required in the IVCCD nursing curriculum are *italicized* and listed next to the SDSU requirement in the table below. Additional transferrable general education credits could be transferred if the courses meet SDBOR and SDSU guidelines.

SDSU General Education Requirements			IVCCD Required Coursework	
SGR Goal	SDSU Course	Cr	IVCCD Course	Cr
SGR Goal #1 Written Communication	ENGL 101 Composition I	3	<i>ENGL 105 Composition I</i>	3
	ENGL 201 Composition II	3		
SGR Goal #2 Oral Communication	SPCM 101 Fundamentals of Speech	3		
SGR Goal #3 Social Sciences	SOC 100 Introduction to Sociology	3	<i>SOC 110 Intro to Sociology</i>	3
	HDFS 210 Lifespan Development	3	<i>EDU 160 Human Growth & Development</i>	3
SGR Goal #4 Arts and Humanities	Choose 2 courses with different prefixes from approved list in SDSU catalog	6		
SGR Goal #5 Mathematics	MATH 103 or higher	3		
SGR Goal #6 Natural Sciences	CHEM 106/106L Chemistry Survey and Lab	4		
	MICR 231/231L Microbiology and Lab	4		
			<i>BIO 186 Microbiology</i>	4

C. General Education and Supporting Requirements to be completed at SDSU or as equivalent courses elsewhere: 22 credits

1. SGR #1 Written Communication (3 cr)
2. SGR #2 Oral Communication (3 cr)
3. SGR #3 Social Sciences (3 cr)
4. SGR #4 Humanities and Arts/Diversity (6 cr)
5. SGR #5 Mathematics (3 cr)
6. SGR #6 Natural Sciences (4 cr)

D. Major Requirements 24 credits

1. NURS 300: Transition to BSN (3 cr)
2. NURS 461: Vulnerable Populations: Nursing Perspectives (3 cr)
3. NURS 462: Population Health: Nursing Perspectives (3 cr)
4. NURS 463: Health Policy & Economics (3 cr)
5. NURS 464: Genetics & Genomics in Nursing (3 cr)
6. NURS 465: Evidenced-Based Nursing Practice (3 cr)
7. NURS 466: Healthcare Systems & Informatics (3 cr)
8. NURS 469: Nursing Leadership Capstone (3 cr)

E. Electives: 4 credits or as needed to reach 120 credits total.

TOTAL IVCCD CREDITS: 70

Nursing technical course block credits: 46

Prerequisite technical block credits: 11

Transferrable general education credits: 13

TOTAL SDSU CREDITS: 50

General education and supporting courses: 22

Nursing major requirements: 24

Electives: 4

TOTAL CREDITS REQUIRED: 120

If students have additional credits that meet SDSU and SDBOR guidelines for transfer, additional credits may transfer to SDSU up to 90 credits total. At least 30 credits must be completed at SDSU.

Additional Requirements:

1. Students must meet university transfer requirements.
2. Course grades of "C" and above meet the College of Nursing requirements.
3. Credit for technical course transfer requires that the student has completed A.D. Nursing (RN) degree.
4. Student must pass national nursing licensure exam (NCLEX) before RN to B.S.N. admission.
5. Student must be admitted to South Dakota State University.
6. Student must complete all pre-requisite requirements.
7. Student must be admitted to professional RN to B.S.N. option.
8. Student must have unencumbered license in state of practice.

IV. Obligations

Both parties agree to confer with each other on an annual basis regarding changes in curricula involved in this Articulation Agreement.

V. Modifications

This agreement may be modified from time to time by SDSU and IVCCD. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of this agreement, except in rare instances in which retroactive implementations of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

IV. Effective Date of Agreement

This agreement shall be in effect upon approval by all parties.

VII. Acceptance of Agreement**For South Dakota State University**

 Mary Anne Krogh
 Dean of Nursing

Date:_____

 Dennis Hedge
 Provost/Vice President for Academic Affairs

Date:_____

For Iowa Valley Community College District

 Kristie Fisher
 Chancellor of Iowa Valley Community College District

Date:_____

 Vincent Boyd
 Dean of Academic Affairs

Date:_____

 Beth Johanns
 Associate Dean of Health Occupations

Date:_____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between
Ridgewater College
and
South Dakota State University

Agreement with Respect to Applying the
Associate Degree in Nursing Program
Towards the
Bachelor of Science, Major in Nursing
RN to BSN Option

I. Parties

Parties to this agreement are Ridgewater College (RC) 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 RC graduates of the Associate Degree in Registered Nursing (RN) an opportunity to earn a Bachelor of Science degree with a major in Nursing (BSN).

III. Academic Program

- A. Upon successful completion of the major requirements specified in III, SDSU will accept a block of 46 nursing technical course credits from the A.D. degree. These nursing technical credits will be placed on the student's transcript as ATIP 292 AAS PROG IN REGISTERED NURSE. Additionally, a block of 11 prerequisite credits will be awarded for RC technical coursework related to anatomy and physiology and PSYC 101: General Psychology for a total of 57 block credits.

General education coursework for the A.D. in Nursing at RC is specified below. Additional transferrable general education coursework may be transferred if the SD Board of Regents System (SDBOR) and SDSU General Education transfer requirements are met.

No more than a total of 90 credits may be transferred from RC to SDSU. At least 30 credits must be completed at SDSU. Students must meet all SDBOR and SDSU policies and graduation requirements to earn the BSN degree.

B. General Education Requirements (SGRs) 20 credits

Transferrable general education requirements required in the RC nursing curriculum are *italicized* and listed next to the SDSU requirement in the table below. Additional transferrable general education credits could be transferred if the courses meet SDBOR and SDSU guidelines.

SDSU General Education Requirements			RC Required Coursework	
SGR Goal	SDSU Course	Cr	RC Course	Cr
SGR Goal #1 Written Communication	ENGL 101 Composition I	3	<i>ENGL 1210 Composition I</i>	3
	ENGL 201 Composition II	3	<i>ENGL 1220 Composition II</i>	3
SGR Goal #2 Oral Communication	SPCM 101 Fundamentals of Speech	3		
SGR Goal #3 Social Sciences	SOC 100 Introduction to Sociology	3		
	HDFS 210 Lifespan Development	3	<i>PSYC 2630 Developmental Psychology</i>	3
SGR Goal #4 Arts and Humanities	Choose 2 courses with different prefixes from approved list in SDSU catalog	6	<i>PHIL 1020 Introduction to Ethics</i>	3
SGR Goal #5 Mathematics	MATH 103 or higher	3		
SGR Goal #6 Natural Sciences	CHEM 106/106L Chemistry Survey and Lab	4	<i>CHEM 1010 Survey of Chemistry</i>	4
	MICR 231/231L Microbiology and Lab	4	<i>BIOL 2150 Microbiology</i>	4

C. General Education and Supporting Requirements to be completed at SDSU or as equivalent courses elsewhere: 12 credits

1. SGR Goal #2 Oral Communication (3 cr)
2. SGR #3 Social Sciences (3 cr)
3. SGR #4 Humanities and Arts/Diversity (3 cr)
4. SGR #5 Mathematics (3 cr)

D. Major Requirements 24 credits

1. NURS 300: Transition to BSN (3 cr)
2. NURS 461: Vulnerable Populations: Nursing Perspectives (3 cr)
3. NURS 462: Population Health: Nursing Perspectives (3 cr)
4. NURS 463: Health Policy & Economics (3 cr)
5. NURS 464: Genetics & Genomics in Nursing (3 cr)
6. NURS 465: Evidenced-Based Nursing Practice (3 cr)
7. NURS 466: Healthcare Systems & Informatics (3 cr)
8. NURS 469: Nursing Leadership Capstone (3 cr)

E. Electives: credits or as needed to reach 120 credits total.

TOTAL RC CREDITS: 77

Nursing technical course block credits: 46
 Prerequisite technical block credits: 11
 Transferrable general education credits: 20

TOTAL SDSU CREDITS: 43

General education and supporting courses: 12

Nursing major requirements: 24

Electives: 7

TOTAL CREDITS REQUIRED: 120

If students have additional credits that meet SDSU and SDBOR guidelines for transfer, additional credits may transfer to SDSU up to 90 credits total. At least 30 credits must be completed at SDSU.

Additional Requirements:

1. Students transferring from RC must have a cumulative GPA of 2.5.
2. Course grades of "C" and above meet the College of Nursing requirements.
3. Credit for technical course transfer requires that the student has completed A.D. Nursing (RN) degree.
4. Student must pass national nursing licensure exam (NCLEX) before RN to B.S.N. admission.
5. Student must be admitted to South Dakota State University.
6. Student must complete all pre-requisite requirements.
7. Student must be admitted to professional RN to B.S.N. option.
8. Student must have unencumbered license in state of practice.

IV. Obligations

Both parties agree to confer with each other on an annual basis regarding changes in curricula involved in this Articulation Agreement.

V. Modifications

This agreement may be modified from time to time by SDSU and RC. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of this agreement, except in rare instances in which retroactive implementations of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements.

IV. Effective Date of Agreement

This agreement shall be in effect upon approval by all parties.

VII. Acceptance of Agreement**For South Dakota State University**

Mary Anne Krogh PhD, RN
Dean of Nursing

Date: _____

Dennis Hedge
Provost/Vice President for Academic Affairs

Date: _____

For Ridgewater College

Mary Leyk MSN, RN, NPD-BC
Dean of Nursing and Allied Health

Date: _____

Date: _____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Between
SOUTHEAST TECHNICAL COLLEGE
and
SOUTH DAKOTA STATE UNIVERSITY

Agreement with Respect to Applying the
Associate of Applied Science in Nursing Program
Towards the
Bachelor of Science, major in Nursing
RN to B.S.N. Option

I. Parties

Parties to this agreement are Southeast Technical College (STC) 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 the 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 STC graduates of the A.A.S. degree in Registered Nursing (RN) an opportunity to earn a Bachelor of Science degree with a major in Nursing (BSN).

III. Academic Program

- A. Upon successful completion of the major requirements specified in III, SDSU will accept a block of 46 nursing technical course credits from the A.A.S degree. These nursing technical credits will be placed on the student's transcript as ATIP 292 AAS PROG IN REGISTERED NURSE. Additionally, a block of 8 prerequisite credits will be awarded for STC technical coursework related to anatomy and physiology for a total of 54 block credits.

General education coursework for the A.A.S. in Nursing at STC is specified below. Additional transferrable general education coursework may be transferred if the SD Board of Regents System (SDBOR) and SDSU General Education transfer requirements are met.

No more than a total of 90 credits may be transferred from STC to SDSU. At least 30 credits must be completed at SDSU. Students must meet all SDBOR and SDSU graduation requirements to earn the BSN degree.

B. System General Education Requirements (SGRs): 20 credits

Transferrable general education requirements in the STC nursing curriculum are *italicized* and listed next to the SDSU requirement in the following table. Additional (not required for AAS) transferrable general education credits could be transferred if the courses meet SDBOR and SDSU guidelines.

SDSU General Education Requirements			STC Required Coursework	
SGR Goal	SDSU Course	Cr	STC Course	Cr
SGR Goal #1 Written Communication	ENGL 101 Composition I	3	<i>ENGL 101 Composition</i>	3
	ENGL 201 Composition II	3		
SGR Goal #2 Oral Communication	SPCM 101 Fundamentals of Speech	3	<i>SPCM 101 Fundamentals of Speech</i>	3
SGR Goal #3 Social Sciences	SOC 100 Intro to Sociology or SOC 150 Social Problems or SOC 240 Sociology of Rural America or ANTH 210 Cultural Anthropology	3	<i>SOC 150 Social Problems or SOC 250 Courtship and Marriage</i> <i>PSYC 101 General Psychology</i>	3
	PSYC 101 General Psychology	3		
SGR Goal #4 Arts and Humanities	Choose 2 courses with different prefixes from approved list in SDSU catalog	6		
SGR Goal #5 Mathematics	MATH 103 Mathematical Reasoning or higher	3		
SGR Goal #6 Natural Sciences	CHEM 106/106L Chemistry Survey and Lab	4	<i>CHEM 106T/106TL Chemistry Survey and Lab (4cr)</i>	4
	MICR 231/231L Microbiology and Lab	4	<i>MICRO 231T Microbiology</i>	4

C. General Education and Supporting Requirements to be completed at SDSU: 15 credits

1. HDFS 210 Lifespan Development (3 cr)
2. SGR #4 Arts and Humanities (6 cr)
3. ENGL 201 Composition II (3 cr)
4. SGR #5 Mathematics (3 cr).

D. Major Requirements for the RN to B.S.N. Option: 24 credits

1. NURS 300: Transition to BSN (3 cr)
2. NURS 461: Vulnerable Populations: Nursing Perspectives (3 cr)
3. NURS 462: Population Health: Nursing Perspectives (3 cr)
4. NURS 463: Health Policy & Economics (3 cr)
5. NURS 464: Genetics & Genomics in Nursing (3 cr)
6. NURS 465: Evidenced-Based Nursing Practice (3 cr)
7. NURS 466: Healthcare Systems & Informatics (3 cr)
8. NURS 469: Nursing Leadership Capstone (3 cr)

E. Electives: 7 credits or as needed to reach 120 credits total**TOTAL STC CREDITS: 74**

Nursing technical course block credits: 46

Prerequisite technical block credits: 8

Transferrable general education credits: 20

TOTAL SDSU CREDITS: 46

General education and supporting courses: 15

Nursing major requirements: 24

Electives: 7

TOTAL CREDITS REQUIRED: 120

If students have additional credits that meet SDSU and SDBOR guidelines for transfer, such credits may transfer to SDSU up to 90 credits total. At least 30 credits must be completed at SDSU.

Additional SDSU Graduation Requirements:

1. Students transferring must meet university transfer requirements.
2. Course grades of “C” and above meet the College of Nursing requirements.
3. Credit for technical course transfer requires that the student has completed A.A.S. Nursing degree.
4. Student must be admitted to South Dakota State University.
5. Student must complete all pre-requisite requirements.
6. Student must be admitted to professional RN to B.S.N. option.
7. Student must have unencumbered license in state of practice prior to B.S.N. graduation.

IV. Obligations

Both parties agree to confer with each other as needed regarding changes in curricula involved in this articulation agreement.

VI. Modifications

This agreement may be modified from time to time as mutually agreed upon by SDSU and STC. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of this agreement, except in rare instances in which retroactive implementations of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements. This agreement is subject to annual review.

VII. Effective Date of Agreement

This agreement shall be in effect upon approval by all parties.

VII. Acceptance of Agreement

For South Dakota State University

Mary Anne Krogh
Dean of Nursing

Date: _____

Dennis Hedge
Provost/Vice President for Academic Affairs

Date: _____

For Southeast Technical College

Benjamin Valdez
Vice President, Southeast Technical College

Date: _____

ATTACHMENT V 22

PROGRAM TO PROGRAM ARTICULATION AGREEMENT
 Between
 SOUTHEAST TECHNICAL COLLEGE
 and
 SOUTH DAKOTA STATE UNIVERSITY

Agreement with Respect to Reverse Transfer Credits from the
Bachelor of Science, major in Pre-Nursing or Nursing
 Towards the
Associate of Applied Science in Nursing Program

I. Parties

Parties to this agreement are Southeast Technical College (STC) 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 the 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 SDSU students the opportunity to reverse transfer to STC and apply their earned credits towards an associate degree.

III. Reverse Transfer Coursework Equivalencies

STC Required Coursework		SDSU Coursework		
<i>STC Course</i>	<i>Credits</i>	<i>SGR Goal</i>	<i>SDSU Course</i>	<i>Credits</i>
ENGL 101 Composition	3	Written Communication	ENGL 101 Composition I ENGL 201 Composition II	3
SOC 150 Social Problems or SOC 250 Courtship and Marriage	3	Social Sciences	SOC 100 or SOC150 or SOC 240 or ANTH 210	3
PSYC 101 General Psychology	3		PSYC 101 General Psychology	3
CHEM 106T/106L Chemistry Survey and Lab (4cr)	4	Natural Sciences	CHEM 106/106L Chemistry Survey & Lab	4
MICRO 231 Microbiology	4	Natural Sciences	MICR 231/231L Microbiology & Lab	4
HC 118/118L Applied Anatomy Physiology and Lab	4	Natural Science	BIOL 221/L Human Anatomy & Lab	4
PHGY 210 Physiology w/lab	4	Natural Science	BIOL 325/L Physiology & Lab	4
3-4 Credits from Math 100, 101, 114, 120	3-4	Mathematics	MATH 103 Mathematical Reasoning	3
HC 117 Medical Language	1		NURS 201 Medical Terminology	1
HC 106 Certified Nursing Assistant course	3		NURS 258/258L Nursing Principles and Application I: Assessment & Interventions & Lab	4

IV. Obligations

Both parties agree to confer with each other as needed regarding changes in curricula involved in this articulation agreement.

VI. Modifications

This agreement may be modified from time to time as mutually agreed upon by SDSU and STC. Modifications may not diminish the entitlements enjoyed by students who have already attended classes delivered under the terms of earlier versions of this agreement, except in rare instances in which retroactive implementations of modifications may be required to comply with accreditation standards or to conform to professional licensure requirements. This agreement is subject to annual review.

VII. Effective Date of Agreement

This agreement shall be in effect upon approval by all parties.

VII. Acceptance of Agreement

For South Dakota State University

Mary Anne Krogh
Dean of Nursing

Date: _____

Dennis Hedge
Provost/Vice President for Academic Affairs

Date: _____

For Southeast Technical College

Benjamin Valdez
Vice President, Southeast Technical College

Date: _____

PROGRAM TO PROGRAM ARTICULATION AGREEMENT

Agreement with Respect to Applying the
Early Childhood Specialist
Associate of Applied Sciences Degree Program
 Towards the
Early Childhood Education: Birth to Age 8
Bachelor of Science Degree Program

Between
 SOUTHEAST TECHNICAL COLLEGE
 and
 SOUTH DAKOTA STATE UNIVERSITY

I. Parties

The parties to this agreement are Southeast Technical College (STC) 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 complimentary 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 STC students who have completed the A.A.S. degree in Early Childhood Specialist an opportunity to earn a Bachelor of Science degree with a major in Early Childhood Education: Birth to Age 8.

III. Academic Program

- A. Upon successful completion of the major requirements specified below in III.B, SDSU will accept 20 technical course credits from the A.A.S. degree in Early Childhood Specialist for students majoring in Early Childhood Education: Birth to Age 8. Students must successfully complete the A.A.S. degree in Early Childhood Specialist from STC prior to transferring to SDSU for the technical course credits to be accepted. General Education coursework is in addition to the technical course credits, but no more than 60 credits total may be transferred from STC 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 degree with a major in Early Childhood Education: Birth to Age 8 are outlined below.

Degree Requirements:**System General Education Requirements: 31 (21 credits of which can be completed at STC)****SGR Goal 1 Written Communication (6 credits)**ENGL 101 Composition I (3) – *completed at STC*

ENGL 201 Composition II (3)

SGR Goal 2 Oral Communication (3 credits)SPCM 101 Fundamentals of Speech (3) – *completed at STC***SGR Goal 3 Social Sciences/Diversity (6 credits)**

HDFS 210 Lifespan Development (3)

PSYC 101 General Psychology (3) – *completed at STC***SGR Goal 4 Humanities and Arts/Diversity (2 Disciplines, 6 credits)**ENGL 240 Juvenile Literature (3)---*completed at STC (ECH 201 Literacy in**EC)*SGR #4 Choose 1 course from approved list in SDSU catalog (3) –*completed at**STC***SGR Goal 5 Mathematics (3)**MATH 114 College Algebra (3) – *completed at STC***SGR Goal 6 Natural Sciences (7 credits)**BIOL 101/L Biology Survey I and Lab (3) – *completed at STC*

GEOG 131/L OR GEOG 132/L Physical Geography: Weather & Climate and Lab OR Physical Geography: Natural Landscapes and Lab (4)

Major Requirements taken at STC (20)

<i>Course number, title, and credits at SDSU</i>	<i>Course number, title, and credits comparable at Southeast Tech</i>
ECE 150: Early Experience (2)	ECH 101: Introduction to Early Childhood (3)
ECE 196: Field Experiences (2)	ECH 296: Practicum: Capstone Experience (4)
ECE 240: Child Development I (3)	ECH 120: Child Development I (3)
ECE 241: Child Development II (3)	ECE 220: Child Development II (3)
ECE 325: Inclusion and the Diverse Learner (3)	ECH 240: Exceptional Learner (3)
ECE 320/320L: Pedagogy and Curriculum (4)	ECH 130: Curriculum I: Foundations and Methodologies (3)
ECE 455: Administration and Supervision (3)	ECH 211: Administrating and Supervision in Early Childhood Settings (3)
TOTAL: (20)	TOTAL: (22)

Major Requirements remaining at SDSU: (44)

ECE 321	Learner- Centered Assessment (3)
ECE 322	Contemporary Curriculum Perspectives (3)
ECE 360/L	Play and Inquiry (4)
ECE 412	Kindergarten Education (2)
ECE 441	Professional Issues in ECE (2)
ECE 466	Literacy in ECE (3)
ECE 470	Early Childhood Inclusion Strategies (3)
ECE 471	Reading Diagnostics (3)
ECE 475	Pedagogy and Guidance (3)
ECE 488	Student Teaching (Preschool) (6)
ECE 488	Student Teaching (K-3) (8)
ECE 495	Practicum (Kindergarten) (1)
ECE 495	Practicum (Early Childhood Special Ed) (3)

Other Coursework: (26)

EHS 119	EHS Seminar (2)
EHS 319	Life, Love and Money (2)
AIS 211	SD American Indian Culture and Education (3)
EDFN 475	Human Relations (3)
EPSY 201	The Science of Learning (3)
HDFS 241	Family Relations (3)
PHYS 216/L	Physical Science for Early Childhood and Lab (3)
MATH 245	Mathematics for Primary Grades I (3)
MATH 345/L	Mathematics for Primary Grades II and Lab (4)

Total number of credits at SDSU: 80**Transfer (technical)credits from STC: 20****Transfer (Gen.Ed.) credits from STC: 21****Total credits Required: 121****Additional requirements:**

- A grade of "C" or better is required in PSYC 101, ENGL 101, SPCM 101, MATH 114/103, and all major courses with an EDFN, HDFS or ECE prefix.
- Students must meet all GPA Requirements (2.6 for graduation, 2.8 in major courses including ECE, HDFS, and EDFN) and be accepted into the ECE Teacher Education program/ECE-PSI and ECE-PS II.
- Students will be required to pass the PRAXIS content and Principles of Teaching and Learning exams in order to be considered a Highly Qualified Teacher.

South Dakota Certification requirements:

- Completion of an approved bachelor's Early Childhood Education Birth – Age 8 preparation program.
- Completion of an approved Indian Studies course.
- Pass the state designated content knowledge test.
- Pass the state designated pedagogy test.
- Completion of a Suicide Awareness and Prevention training, available free online through the South Dakota Department of Education.
- Apply online with the South Dakota Department of Education.
- Written recommendation from institution of higher education (SDSU) verifying program completion.

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 Southeast Technical College. 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 October 1, 2021 between the Sioux Falls Board of Education on behalf of Southeast Technical College and the South Dakota Board of Regents on behalf of Black Hills State University, Dakota State University, Northern State University, 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 October 1, 2021 agreement.

VII. Effective Date of Agreement

Start Date of Fall 2022 Terms at STC and SDSU. The agreement applies to students who graduated from STC in 2023 and subsequent years.

VIII. Acceptance of Agreement

For South Dakota State University

Dean, Education and Human Sciences

Provost and Vice President for Academic Affairs

For Southeast Technical College

Vice President of Academics

Director of Academic Support

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – J
DATE: December 7-8, 2022

SUBJECT

Inactive Status and Program Termination Requests – BHSU, NSU, & SDSU

CONTROLLING STATUTE, RULE, OR POLICY

[AAC Guideline 2.12](#) – Programs on Inactive Status

[AAC Guideline 2.13](#) – Program Termination

BACKGROUND / DISCUSSION

Black Hills State University has submitted a request asking that the following program be terminated (see Attachment I).

- Degree Program: Library Media (Minor)
Justification: The program has a history of low program productivity and small class sizes. Additionally, nearly half of the courses were taught by adjuncts, and so it was cost prohibitive.

Northern State University has submitted a request asking that the following programs be inactivated and/or terminated (see Attachment II).

- Degree Program: Music Education, K-12 Instrumental (BME)(Inactivate and Terminate)
Justification: The School of Fine Arts is consolidating three distinct Bachelor of Music degree tracks into a single Bachelor of Music, K-12 degree, which will have two emphases.
- Degree Program: Music Education, K-12 Vocal (BME)(Inactivate and Terminate)
Justification: The School of Fine Arts is consolidating three distinct Bachelor of Music degree tracks into a single Bachelor of Music, K-12 degree, which will have two emphases.
- Degree Program: Medical Laboratory Science (BS)(Inactivate)

(Continued)

DRAFT MOTION 20221207_6-J:

Approve BHSU's request to terminate the minor in Library Media, NSU's request to inactivate and terminate the BME degrees in Music Education K-12 Instrumental and Music Education – K-12 Vocal, NSU's request to inactivate the BS in Medical Laboratory Science, and SDSU's request to terminate the minors in Social & Human Services and Youth and Community Work, as presented.

Justification: The program has been consistently low enrolled in recent years. Additionally, there is a change in availability for faculty teaching the courses in the program. Inactivation will give NSU the opportunity to reassess in the future should offering the program become feasible again.

South Dakota State University has submitted a request asking that the following programs be terminated (see Attachment III).

- Degree Program: Social & Human Services (Minor)
Justification: The School of Psychology, Sociology and Rural Studies requests to terminate the Social and Human Service minor due to an effort to streamline curriculum and an inability to offer the required/elective coursework (e.g., SOC 270 - Introduction to Social Work and SOC 271 - Social Work Skills and Methods I) with academic quality following faculty departures.
- Degree Program: Youth and Community Work (Minor)
Justification: The School of Psychology, Sociology and Rural Studies requests to terminate the Youth and Community Work minor due to an effort to streamline curriculum and an inability to offer the required/elective coursework (e.g., SOC 282 - Youth and Community Work) with academic quality following faculty departures.

IMPACT AND RECOMMENDATION

Board staff recommends approval.

ATTACHMENTS

Attachment I – BHSU Program Termination Requests
Attachment II – NSU Program Inactivation Requests
Attachment II – SDSU Program Termination Requests



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Program Termination or Placement on Inactive Status

Use this form to request termination or inactive status for an existing program (graduate program, undergraduate major or minor, certificate, or specialization). 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 form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	BHSU
DEGREE(S) AND PROGRAM:	Library Media Minor
CIP CODE:	250101
UNIVERSITY DEPARTMENT:	School of Education
BANNER DEPARTMENT CODE:	BSCE
UNIVERSITY DIVISION:	College of Education and Beh Sci
BANNER DIVISION CODE:	6E

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.


Click here to enter a date.
5/13/22
Date

President of the University

1. Program Degree Level (place an "X" in the appropriate box):

Associate ☐ Bachelor's ☒ Master's ☐ Doctoral ☐

2. Category (place an "X" in the appropriate box):¹

Certificate ☐ Specialization ☐ Minor ☒ Major ☐

3. The program action proposed is (place an "X" in the appropriate box):²

Inactive Status ☐ Termination ☒

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.

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.

*See question 4**See questions 5 and 6***4. INACTIVE STATUS**

- A. Provide a justification for inactivating the program:**
- B. If there are current students in the program, what are the implications of placing the program on inactive status?**
- C. What is the last date (day/month/year) by which a student can graduate in the program?**
- 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)?**

5. TERMINATION WITH ENROLLED STUDENTS

- A. Provide a justification for terminating the program:**
History of low program productivity and small class sizes. Additionally nearly half of the courses were taught by adjunct so cost prohibitive.
- B. What is the plan for completion of the program by current students?**
A teach-out plan has been developed for the students with four or fewer of the 7 required courses remaining to completion. This plan provides program completion by the end of term Su 2022. Students who are not part of the teach-out plan will receive academic counseling for alternative programs.
- C. What is the proposed date (day/month/year) program termination status begins (program status in the database changes to *Phasing Out* and last date a student may enroll in or declare the program)?**
November 1, 2021.
- D. What is the last date (day/month/year) in which a student may enroll in the program (program status in the database changes to *Phase Out*)?**
November 1, 2021
- E. What is the last term or date (day/month/year) by which a student can graduate from the program?**
August, 2022.
- F. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**
Adjunct pay; 12 semester hours annually taught by master's level adjunct faculty \$19,368 per year. Move to support faculty line in the School of Education taught by adjunct with strong enrollments.

G. What are the resulting employee terminations and other possible implications including impact on other programs?

No full-time employee termination or reassignment. Loss of adjunct faculty. The program is a minor and not required by any student to graduate.

6. TERMINATION WITHOUT ENROLLED STUDENTS

A. Provide a justification for terminating the program:

B. What is the proposed date (day/month/year) for the program to terminate (program status in the database changes to *Deleted*)?

C. What are the potential cost savings of terminating the program and what are the planned uses of the savings?

D. What are the resulting employee terminations and other possible implications including impact on other programs?



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Program Termination or Placement on Inactive Status

Use this form to request termination or inactive status for an existing program (graduate program, undergraduate major or minor, certificate, or specialization). 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 form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	NSU
DEGREE(S) AND PROGRAM:	Music Education, K-12 - Instrumental
CIP CODE:	13.1312
UNIVERSITY DEPARTMENT:	Department of Music
BANNER DEPARTMENT CODE:	NMUT
UNIVERSITY DIVISION:	School of Fine Arts
BANNER DIVISION CODE:	5F

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.

Michael W. Wrona
President (or Designee) of the University

9/14/2022
Date

1. Program Degree Level (place an "X" in the appropriate box):

Associate ☐ Bachelor's ☒ Master's ☐ Doctoral ☐

2. Category (place an "X" in the appropriate box):¹

Certificate ☐ Specialization ☐ Minor ☐ Major ☒

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.

3. The program action proposed is (place an “X” in the appropriate box):²

Inactive Status ☒

Termination ☒

See question 4

See questions 5 and 6

4. INACTIVE STATUS

A. Provide a justification for inactivating the program:

The School of Fine Arts consolidated three distinct Bachelor of Music Education degrees into a single Bachelor of Music Education, K-12 degree having two emphases.

B. If there are current students in the program, what are the implications of placing the program on inactive status?

There will be no negative consequence. For students in their first or second years, the conversion will be made immediately if possible. For students in their third or fourth years, existing classes will be retained and offered until all have completed.

C. What is the last date (day/month/year) by which a student can graduate in the program?

May 2028

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)?

May 2022*

**BOR staff inactivated the program in May 2022 in response to the substantive program modification approved by the BOR.*

5. TERMINATION WITH ENROLLED STUDENTS

A. Provide a justification for terminating the program:

The School of Fine Arts consolidated three distinct Bachelor of Music Education degrees into a single Bachelor of Music Education, K-12 degree having two emphases. The program was inactivated in May 2022, and we submit this paperwork to terminate the degree.

B. What is the plan for completion of the program by current students?

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.

For students in their first or second years, the conversion will be made immediately if possible. For students in their third or fourth years, existing classes will be retained and offered until all have completed.

- C. What is the proposed date (day/month/year) program termination status begins (program status in the database changes to *Phasing Out* and last date a student may enroll in or declare the program)?**

January 2023

- D. What is the last date (day/month/year) in which a student may enroll in the program (program status in the database changes to *Phase Out*)?**

January 2023

- E. What is the last term or date (day/month/year) by which a student can graduate from the program?**

May 2028

- F. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**

N/A

- G. What are the resulting employee terminations and other possible implications including impact on other programs?**

N/A

6. TERMINATION WITHOUT ENROLLED STUDENTS

- A. Provide a justification for terminating the program:**

- B. What is the proposed date (day/month/year) for the program to terminate (program status in the database changes to *Deleted*)?**

- C. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**

- D. What are the resulting employee terminations and other possible implications including impact on other programs?**



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Program Termination or Placement on Inactive Status

Use this form to request termination or inactive status for an existing program (graduate program, undergraduate major or minor, certificate, or specialization). 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 form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	NSU
DEGREE(S) AND PROGRAM:	Music Education, K-12 - Vocal
CIP CODE:	13.1312
UNIVERSITY DEPARTMENT:	Department of Music
BANNER DEPARTMENT CODE:	NMUT
UNIVERSITY DIVISION:	School of Fine Arts
BANNER DIVISION CODE:	5F

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.

Michael Wenous

President (or Designee) of the University

9/14/2022

Date

1. Program Degree Level (place an "X" in the appropriate box):

Associate ☐ Bachelor's ☒ Master's ☐ Doctoral ☐

2. Category (place an "X" in the appropriate box):¹

Certificate ☐ Specialization ☐ Minor ☐ Major ☒

3. The program action proposed is (place an "X" in the appropriate box):²

Inactive Status ☒ Termination ☒

See question 4

See questions 5 and 6

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.

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.

4. INACTIVE STATUS

A. Provide a justification for inactivating the program:

The School of Fine Arts consolidated three distinct Bachelor of Music Education degrees into a single Bachelor of Music Education, K-12 degree having two emphases.

B. If there are current students in the program, what are the implications of placing the program on inactive status?

There will be no negative consequence. For students in their first or second years, the conversion will be made immediately if possible. For students in their third or fourth years, existing classes will be retained and offered until all have completed.

C. What is the last date (day/month/year) by which a student can graduate in the program?

May 2028

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)?

May 2022*

**BOR staff inactivated the program in May 2022 in response to the substantive program modification approved by the BOR.*

5. TERMINATION WITH ENROLLED STUDENTS

A. Provide a justification for terminating the program:

The School of Fine Arts consolidated three distinct Bachelor of Music Education degrees into a single Bachelor of Music Education, K-12 degree having two emphases. The program was inactivated in May 2022, and we submit this paperwork to terminate the degree.

B. What is the plan for completion of the program by current students?

For students in their first or second years, the conversion will be made immediately if possible. For students in their third or fourth years, existing classes will be retained and offered until all have completed.

C. What is the proposed date (day/month/year) program termination status begins (program status in the database changes to *Phasing Out* and last date a student may enroll in or declare the program)?

January 2023

- D. What is the last date (day/month/year) in which a student may enroll in the program (program status in the database changes to *Phase Out*)?**

January 2023

- E. What is the last term or date (day/month/year) by which a student can graduate from the program?**

May 2028

- F. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**

N/A

- G. What are the resulting employee terminations and other possible implications including impact on other programs?**

N/A

6. TERMINATION WITHOUT ENROLLED STUDENTS

- A. Provide a justification for terminating the program:**

- B. What is the proposed date (day/month/year) for the program to terminate (program status in the database changes to *Deleted*)?**

- C. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**

- D. What are the resulting employee terminations and other possible implications including impact on other programs?**



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Program Termination or Placement on Inactive Status

Use this form to request termination or inactive status for an existing program (graduate program, undergraduate major or minor, certificate, or specialization). 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 form to the university website for review by other universities after approval by the Executive Director and Chief Academic Officer.

UNIVERSITY:	NSU
DEGREE(S) AND PROGRAM:	Medical Laboratory Science (BS)
CIP CODE:	51.1005
UNIVERSITY DEPARTMENT:	Science & Mathematics
BANNER DEPARTMENT CODE:	NSCM
UNIVERSITY DIVISION:	College of Arts & Sciences
BANNER DIVISION CODE:	5A

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.

Michael Wanous
President (or Designee) of the University

10/14/2022
Date

1. Program Degree Level (place an "X" in the appropriate box):

Associate ☐ Bachelor's ☒ Master's ☐ Doctoral ☐

2. Category (place an "X" in the appropriate box):¹

Certificate ☐ Specialization ☐ Minor ☐ Major ☒

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.

3. The program action proposed is (place an “X” in the appropriate box):²Inactive Status ☒Termination ☐*See question 4**See questions 5 and 6***4. INACTIVE STATUS****A. Provide a justification for inactivating the program:**

The Medical Laboratory Science (MLS) program has been a consistently low-enrolled program for the past three years. Based on this information along with a change in availability of faculty teaching the courses in the program, we would like to inactivate the program rather than terminating it outright, as this would give us the opportunity to reassess the feasibility of reactivating the program at a later date. Additionally, because programs like this are vital to South Dakota workforce needs in the healthcare field, and those who have graduated from the program have proven successful in obtaining employment within the field, the opportunity to reassess the program at a later date is preferred.

B. If there are current students in the program, what are the implications of placing the program on inactive status?

This will have no effect on the remaining students. We will ensure that all required courses to complete the major will be offered in a feasible rotation so that students currently enrolled in the program may graduate in a timely manner.

C. What is the last date (day/month/year) by which a student can graduate in the program?

5 May 2029

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)?

1 January 2023

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.

5. TERMINATION WITH ENROLLED STUDENTS

- A. Provide a justification for terminating the program:**
- B. What is the plan for completion of the program by current students?**
- C. What is the proposed date (day/month/year) program termination status begins (program status in the database changes to *Phasing Out* and last date a student may enroll in or declare the program)?**
- D. What is the last date (day/month/year) in which a student may enroll in the program (program status in the database changes to *Phase Out*)?**
- E. What is the last term or date (day/month/year) by which a student can graduate from the program?**
- F. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**
- G. What are the resulting employee terminations and other possible implications including impact on other programs?**

6. TERMINATION WITHOUT ENROLLED STUDENTS

- A. Provide a justification for terminating the program:**
- B. What is the proposed date (day/month/year) for the program to terminate (program status in the database changes to *Deleted*)?**
- C. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**
- D. What are the resulting employee terminations and other possible implications including impact on other programs?**



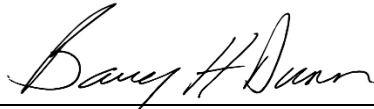
SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Program Termination or Placement on Inactive Status

UNIVERSITY:	SDSU
DEGREE(S) AND PROGRAM:	Social & Human Services Minor [SSHS]
CIP CODE:	44.0000
UNIVERSITY DEPARTMENT:	School of Psychology, Sociology & Rural Studies
BANNER DEPARTMENT CODE:	SPSR
UNIVERSITY DIVISION:	Arts, Humanities & Social Sciences
BANNER DIVISION CODE:	3S

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

9-28-22

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 ☒

5. TERMINATION WITH ENROLLED STUDENTS

a. Provide a justification for terminating the program:

The School of Psychology, Sociology and Rural Studies requests to terminate the Social and Human Service minor due to an effort to streamline curriculum and an inability to offer the required/elective coursework (e.g., SOC 270 - Introduction to Social Work and SOC 271 - Social Work Skills and Methods I) with academic quality following faculty departures.

There are currently 29 students who have declared Social and Human Services as their minor. Those students' major programs include Human Development and Family Studies, Sociology, Psychology, and Political Science.

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.

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.

As an alternative to the Social & Human Services minor, new students may elect to pursue minor programs such as Sociology, Psychology, Mental Health Services, or Leadership and Management of Nonprofit Organizations.

b. What is the plan for completion of the program by current students?

With the proposed termination date, all students will have an opportunity to complete the minor by completing the listed required and elective courses or by completing related courses in consultation with faculty/staff in the school with the required program substitution requests.

Requirements for Social and Human Services Minor –

Total Required Credits: 18

- SOC 270 - Introduction to Social Work (COM) Credits: 3
- SOC 271 - Social Work Skills and Methods I Credits: 3
- SOC 286 - Service Learning Credits: 1-3 (3 credits required)
- SOC 400 - Social Policy (COM) Credits: 3
- Select six credits from the following. Credits: 6
 - CJUS 436 - Juvenile Justice (COM) Credits: 3
 - PSYC 305 - Learning and Conditioning Credits: 3
 - PSYC 327 - Child Psychology Credits: 3
 - PSYC 357 - Psychological Therapies Credits: 3
 - PSYC 358 - Behavior Modification Credits: 3
 - PSYC 451 - Psychology of Abnormal Behavior (COM) Credits: 3
 - PSYC 477 - Psychology Testing and Measurement (COM) Credits: 3
 - SOC 250 - Courtship and Marriage (COM) [SGR #3] Credits: 3
 - SOC 283 - Working with Diverse Populations Credits: 3
 - SOC 325 - Domestic and Intimate Violence (COM) Credits: 3
 - SOC 377 - Documentation in Practice Settings Credits: 3
 - SOC 382 - The Family (COM) Credits: 3

Three of the four required courses 1) SOC 270 - Introduction to Social Work 2) SOC 271 - Social Work Skills and Methods I, and 3) SOC 286 - Service Learning are no longer offered at SDSU. The fourth required course, SOC 400 - Social Policy is offered regularly.

Most elective courses, ten out of twelve courses, are offered regularly. Students will be advised to finish the minor program by completing the available required courses, courses below from the specific substitutions list, and courses from the elective list to reach the 18-credit minor requirement.

Specific Substitutions:

As a substitution for SOC 270, students should complete CHRD 301 - Introduction to Rehabilitation because it introduces students to a related field. For example, students will be exposed to legal and ethical requirements that apply to clinical practice. CHRD 301 will be offered again Fall 2023 as an online course by the SDSU School of Education, Counseling and Human Development.

As a substitution for SOC 271 students should complete either PSYC 357 - Psychological Therapies or SOC 283 - Working with Diverse Populations because both of these courses

similarly develop interactional skills. PSYC 357 will be offered again Fall 2023 as an online course by the SDSU School of Psychology, Sociology and Rural Studies. SOC 283 will be offered as an in-person course by the SDSU School of Psychology, Sociology and Rural Studies.

As a substitution for SOC 286, students may complete SOC 494 - Internship, which is offered every semester including summer, or any other course from the electives list.

Notification:

All students with the declared minor will receive an email communication notifying them of the program termination and the minor program completion plan for specific substitutions following SDSU Academic Affairs approval.

- c. What is the proposed date (day/month/year) program termination status begins (program status in the database changes to *Phasing Out* and last date a student may enroll in or declare the program)?**

Spring 2023

- d. What is the last date (day/month/year) in which a student may enroll in the program (program status in the database changes to *Phase Out*)?**

Spring 2023

- e. What is the last term or date (day/month/year) by which a student can graduate from the program?**

Spring 2028

- f. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**

As part of previous budget cuts, personnel tied to the Social & Human Services minor were not renewed, therefore, the cost savings associated with terminating this program have already been achieved. Furthermore, given the School of Psychology, Sociology and Rural Studies current staffing, they would need to hire additional staff (i.e., temporary or full-time instructional staff). By terminating the minor, additional hires to offer minor coursework are not necessary.

- g. What are the resulting employee terminations and other possible implications including impact on other programs?**

Previous budget cuts resulted in a non-renewal of a full-time instructor. No new employee terminations are necessary.



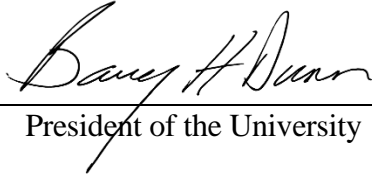
SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

Program Termination or Placement on Inactive Status

UNIVERSITY:	SDSU
DEGREE(S) AND PROGRAM:	Youth and Community Work Minor [SYCW]
CIP CODE:	44.0702
UNIVERSITY DEPARTMENT:	School of Psychology, Sociology & Rural Studies
BANNER DEPARTMENT CODE:	SPSR
UNIVERSITY DIVISION:	Arts, Humanities & Social Sciences
BANNER DIVISION CODE:	3S

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

9/28/22

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 ☒

5. TERMINATION WITH ENROLLED STUDENTS

a. Provide a justification for terminating the program:

The School of Psychology, Sociology and Rural Studies requests to terminate the Youth and Community Work minor due to an effort to streamline curriculum and an inability to offer the required/elective coursework (e.g., SOC 282 - Youth and Community Work) with academic quality following faculty departures.

There are currently 20 students who have declared Youth and Community Work as their minor. Those students' major programs include Human Development and Family Studies, Psychology, Criminology, Sociology, Agricultural Education/Communication/Leadership, History, Communication Studies, Interdisciplinary Studies, Leadership and Management of Non-Profit Organizations, and Sport and Recreation Management.

¹ Note: Certificates, specializations, and minors may only be terminated and not placed on inactive status due to limitations in the student information system.

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.

As an alternative to the Youth and Community Work minor, new students may elect to pursue a related minor such as Psychology, Sociology, Human Development and Family Studies, or Leadership and Management of Nonprofit Organizations.

b. What is the plan for completion of the program by current students?

Current students will be able to complete the program as planned. With the proposed termination date, all students will have an opportunity to complete the minor by completing the listed required and elective courses or by completing related courses in consultation with faculty/staff in the school with the required program substitution requests.

Requirements for Youth and Community Work Minor –

Total Required Credits: 18

- SOC 282 - Youth and Community Credits: 3
- SOC 283 - Working with Diverse Populations Credits: 3
- SOC 286 - Service Learning Credits: 1-3 (3 credits required)
or SOC 494 - Internship (COM) Credits: 1-12 (3 credits required)
- Select nine credits from the following. Credits: 9
 - CJUS 436 - Juvenile Justice (COM) Credits: 3
 - ENGL 240 - Juvenile Literature [SGR #4] Credits: 3
 - HDFS 237 - Human Development II: Adolescence Credits: 3
 - PSYC 327 - Child Psychology Credits: 3
 - PSYC 364 - Cross Cultural Psychology Credits: 3
 - PSYC 414 - Drugs and Behavior (COM) Credits: 3
 - RECR 101 - Parks and Society Credits: 3
 - RECR 260 - Fundamentals of Sport and Recreation Leadership Credits: 3
 - RECR 362 - Recreation Across the Lifespan Credits: 3
 - SOC 150 - Social Problems (COM) [SGR #3] Credits: 3
 - SOC 270 - Introduction to Social Work (COM) Credits: 3
 - SOC 271 - Social Work Skills and Methods I Credits: 3
 - SOC 325 - Domestic and Intimate Violence (COM) Credits: 3
 - SOC 377 - Documentation in Practice Settings Credits: 3
 - SOC 400 - Social Policy (COM) Credits: 3
 - SOC 433 - Leadership and Organizations Credits: 3
 - SOC 455 - Juvenile Delinquency (COM) Credits: 3
 - SOC 492 - Topics (COM) Credits: 1-3 (3 credits required) (Drugs and Society)

Three of the four required course options are currently being offered on a regular rotation, in part by an emergency full-time instructor. Nine out of the eighteen elective courses are offered regularly in the School of Psychology, Sociology and Rural Studies. Elective courses offered by the School of English and Interdisciplinary Studies (ENGL 240 - Juvenile Literature), School of Education, Counseling and Human Development (HDFS 237 - Human Development II: Adolescence), and the School of Health and Consumer Sciences (RECR 101 - Parks and Society, RECR 260 - Fundamentals of Sport and Recreation Management, and RECR 362 - Recreation Across the Lifespan) appear to be offered regularly but are subject to those units' enrollment management plans.

Students will be advised to finish the minor program by completing the available required courses, courses below from the specific substitutions list, and courses from the elective list to reach the 18-credit minor requirement.

Specific Substitutions:

As a substitution for SOC286 - Service Learning, the only required course that is not offered, students may either complete SOC494 - Internship, which is offered every semester including summer, or any other course from the electives list.

Notification:

All students with the declared minor will receive an email communication notifying them of the program termination and the minor program completion plan for specific substitutions following SDSU Academic Affairs approval.

- c. What is the proposed date (day/month/year) program termination status begins (program status in the database changes to *Phasing Out* and last date a student may enroll in or declare the program)?**

Spring 2023

- d. What is the last date (day/month/year) in which a student may enroll in the program (program status in the database changes to *Phase Out*)?**

Spring 2023

- e. What is the last term or date (day/month/year) by which a student can graduate from the program?**

Spring 2028

- f. What are the potential cost savings of terminating the program and what are the planned uses of the savings?**

As part of previous budget cuts, personnel tied to the Youth and Community Work minor were not renewed, therefore, the cost savings associated with terminating this program have already been achieved. Furthermore, given the School of Psychology, Sociology and Rural Studies current staffing, we would need to hire additional staff (i.e., temporary or full-time instructional staff). By terminating the minor, additional hires to offer minor coursework are not necessary.

- g. What are the resulting employee terminations and other possible implications including impact on other programs?**

Previous budget cuts resulted in a non-renewal of a full-time instructor. No new employee terminations are necessary.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – K
DATE: December 7-8, 2022

SUBJECT

Dual Credit In-District Delivery Approvals: Belle Fourche High School

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:5](#) – Seamless Transfer of Credit

[AAC Guideline 7.1](#) – Dual / Concurrent Credit Administration Guidelines

BACKGROUND / DISCUSSION

Black Hills State University (BHSU) is requesting authorization to enter into a Memorandum of Understanding (MOU) to offer In-District Delivery of High School Dual Credit (HSDC) to the Belle Fourche School District for the Spring 2023 semester. Belle Fourche High School looks to offer MATH 114: College Algebra.

IMPACT AND RECOMMENDATION

Board office staff recommends approval.

ATTACHMENTS

Attachment I – In-District HSDC Memorandum of Understanding – BHSU & Belle Fourche School District

DRAFT MOTION 20221207_6-K:

I move to approve the Memorandum of Understanding between the Board of Regents and the Belle Fourche School District for in-district delivery of High School Dual Credit courses, as presented in Attachment I.

Appendix D

MEMORANDUM OF UNDERSTANDING

South Dakota Board of Regents/Belle Fourche School
District (10/2022)

The purpose of this Memorandum of Understanding (MOU) is to establish guidelines for a collaborative partnership between the South Dakota Board of Regents and the Belle Fourche School District. Both parties share a goal of developing and promoting a partnership to deliver fully accredited transferable university courses taught by university personnel at designated school district sites.

1.Scope

This agreement identifies the commitments of each party to develop and deliver university courses to the Belle Fourche School District. The South Dakota Board of Regents designates Black Hills State University as the institution providing instruction under this MOU.

2.Responsibilities

2.1 Authority

- 2.1.1** All current and applicable regental and university policies, guidelines and procedures apply to all course offerings and enrollment requirements.
- 2.1.2** University academic departments, faculty and/or personnel will determine the textbooks and course materials required for each course.
- 2.1.3** Belle Fourche School District accepts responsibility for providing appropriate facilities, equipment, and technology to deliver university courses in a manner that meets university standards.

2.2 Development and coordination of course offerings

- 2.2.1** Institutional staff will serve as the point of contact for communications between the regental system office and the school district regarding course offerings, instructor assignments and schedule of classes.
- 2.2.2** Belle Fourche School District will propose course offerings for each semester, with the Institution determining the final schedule of course offerings in collaboration with the regental system office.

2.3 Scheduling and delivery of courses

- 2.3.1** The calendar and schedule for courses will align with the university calendar for each semester.
- 2.3.2** Course schedules must meet university accreditation requirements in regard to total hours of class time for the semester, as outlined in SDBOR Policy [2:32](#), Definition and Assignment of Credit Hours.
- 2.3.3** All courses will be taught by university personnel, to be approved by Black Hills State University for each course.

2.4 Enrollment

2.4.1 Black Hills State University will determine the minimum/maximum enrollment for each course and the number of course sections offered each semester with input from Belle Fourche School District. However, guidelines and policies established by the Board of Regents require that in-district delivery shall only occur for sections with a minimum of 18 students; Belle Fourche School District shall be assessed the equivalent full HSDC tuition rate per student below the 18 student minimum.

2.5 Tuition and course materials

2.5.1 Applicable tuition rates will be determined by regental and/or university policy and legislative requirements, with Belle Fourche School District responsible for payment of tuition for its students in university courses offered as part of the in-district delivery.

2.5.2 Belle Fourche School District or its students will be responsible for the purchase of textbooks and materials required for each course, to be determined by the school district.

2.6 Registration and advising

2.6.1 Black Hills State University staff will provide a student orientation session at the start of each semester in coordination with the school district and respective universities.

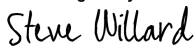
2.6.2 All students enrolled in Black Hills State University courses will be assigned an advisor to manage all questions, issues, and concerns. Students should not rely on school district staff for guidance on any issues involving university courses.

2.6.3 Course registration processes will follow regental system and university requirements and procedures, and Black Hills State University staff will process registrations and assist students as needed.

2.6.4 Instructors for university courses will utilize their university's internal early alert system to inform Institutional advisors of any academic performance concerns.

2.6.5 Black Hills State University staff will coordinate with the appropriate university entities to provide deficiency reports and final grades to the school district.

Approved by:

DocuSigned by:

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10/18/2022 | 6:52:35 AM PDT

Belle Fourche School District

Date

South Dakota Board of Regents

Date

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – L
DATE: December 7-8, 2022

SUBJECT

Education Partnership Agreement – DSU

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

BOR Policy 5:3 requires board action on a range of items including “Affiliative agreements and other agreements that provide for joint sponsorship of educational programming for which credit shall be awarded.” To comply with this requirement, Dakota State University (DSU) seeks approval for an education partnership agreement with the National Security Agency/Central Security Service.

IMPACT AND RECOMMENDATION

The agreement results in the opportunity for shared equipment and instructional materials, joint research, faculty collaboration, and student, faculty, and staff exchange. DSU will be eligible to cooperate with the NSA in developing a program under which DSU’s students may be given academic credit for work on NSA research projects.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Education Partnership Agreement: National Security Agency

DRAFT MOTION 20221207_6-L:

I move to approve the Educational Partnership Agreement between DSU and the National Security Agency, as presented.

**EDUCATION PARTNERSHIP AGREEMENT
BETWEEN**

DAKOTA STATE UNIVERSITY

**AND THE
NATIONAL SECURITY AGENCY/CENTRAL SECURITY SERVICE**

This Education Partnership Agreement (“Agreement”) is made and entered into effect as of the last date executed by a Party hereto (the “Effective Date”) by Dakota State University, an educational institution having its principal place of business at 820 Washington Ave N. Madison, SD 57042 (EPA Partner) and the National Security Agency/Central Security Service (NSA), (collectively referred to as “Parties”), an Agency of the United States Government, having its principal place of business at 9800 Savage Road, Suite 6843, Ft. Meade, Maryland, 20755.

WHEREAS, Congress enacted Title 10 U.S.C. § 2194 titled “Education Partnerships,” authorizing, defense laboratories to enter into Education Partnership Agreements with educational institutions in the United States, including local education agencies, colleges, universities and nonprofit institutions that are dedicated to, improving science, technology, engineering, mathematics, business, law, and technology transfer or transition and engineering education (hereinafter “STEM”);

WHEREAS, NSA conducts research and development in STEM education;

WHEREAS, the EPA Partner is an educational institution as defined in 10 U.S.C. § 2194, dedicated to improving STEM education;

WHEREAS, NSA and the EPA Partner currently possess scientific skills, facilities, personnel, special equipment, information, computer software, and know-how pertaining to STEM;

WHEREAS, NSA and the EPA Partner desire to improve STEM education; and

WHEREAS, NSA desires to do one or more of the following:

- i) loan equipment and instructional materials to the EPA Partner;
- ii) transfer equipment to the EPA Partner;
- iii) make NSA Personnel available to teach and assist in the development of STEM courses, programs, and materials with the EPA partner;
- iv) involve the EPA Partner’s Personnel in NSA research projects;
- v) cooperate with the EPA Partner in developing a program under which the EPA Partner’s students may be given academic credit for work on NSA research projects;
- vi) provide academic, career advice, and assistance to the EPA Partner’s students; and
- vii) provide any other support and resources to the EPA Partner as authorized by law including, but not limited to, activities described in 10 U.S.C. § 2192, 10 U.S.C. § 2374a, and 15 U.S.C. § 3719, as amended, at its sole discretion.

Now, therefore, the Parties hereto agree as follows:

1.0 DEFINITIONS.

“**Academic Liaison,**” means the NSA representative for the EPA Partner who will lead NSA engagement in areas of mutual interest, including identification of STEM topic areas and production of a highly skilled STEM talent base.

“**Personnel,**” means

- in the case of NSA any employee, contractor, or other affiliate authorized to do work for or on behalf of NSA.
- in the case of EPA Partner any employee, volunteer, or student of the EPA Partner.

2.0 PURPOSE.

2.1 The purpose of this Agreement between NSA and the EPA Partner is to include mutual support for STEM activities.

3.0 REQUIREMENTS.

3.1 Responsibilities of NSA.

3.1.1 NSA will provide resources required for supporting the engagement between the EPA Partner and NSA, as well as demonstrate its function and discuss its limitations with the EPA Partner’s faculty and students.

3.1.2 NSA will make its Personnel available to assist in the development of academic projects and programs and related educational material in the fields of STEM, and provide appropriate guidance;

3.1.3 NSA will involve the EPA Partner’s Personnel NSA research projects at the sole discretion of the Agency.

3.1.4 NSA will provide academic and career advice to students of the EPA Partner; and programmatic and research advice to the staff members of the EPA Partner.

3.1.5 NSA will provide reasonable access for Personnel of EPA Partner to complete the objectives of this Agreement.

3.1.6 The level of effort expended by NSA under this Agreement shall be determined at the sole discretion of NSA.

3.1.7 To the extent that resources are available, NSA will designate an Academic Liaison for EPA partner. Academic Liaisons will be subject to the DoD 5500.07-R, section 2-301, The DoD Joint Ethics Regulation.

3.2 Responsibilities of the EPA Partner.

3.2.1 Subject to its policies and procedures regarding program development, the EPA Partner will develop academic projects and programs and related educational material in the fields of STEM.

3.2.2 The EPA Partner will provide access to appropriate Personnel to support approved NSA research projects.

3.2.3 The EPA Partner will provide reasonable access and work space for members of NSA Personnel to complete the objectives of this Agreement.

3.2.4 The EPA Partner, at the request of NSA, will periodically meet to discuss its progress in completing its objectives under this Agreement.

3.2.5 The level of effort to be expended by the EPA Partner under this Agreement shall be determined at the sole discretion of the EPA Partner.

3.3 Funding. Each Party will be responsible for its own costs associated with this Agreement.

4.0 WARRANTIES.

4.1 Of NSA. NSA/CSS hereby warrants to the EPA Partner that NSA responsibilities under this Agreement are consistent with the mission of NSA, and that the official executing this Agreement has authority to do so.

4.2 Of EPA Partner. The EPA Partner hereby warrants to NSA that it is duly organized, validly existing and in good standing under the laws of the State of South Dakota and is an educational institution, as required by 10 U.S.C. § 2194, dedicated to improving STEM; and that the official executing this Agreement has the authority to do so.

5.0 CONDITIONS AND LIABILITIES.

The following conditions and liabilities will apply to this Agreement.

5.1 Personnel Conduct. The EPA Partner and its Personnel will abide by NSA rules for security, safety, and general conduct while at any NSA campus or facility. Similarly, all NSA Personnel will abide by EPA Partner rules for security, safety, and general conduct while at any EPA Partner campus or facility.

5.2 Access to Classified or Proprietary Information.

5.2.1 It is not anticipated that research or other activities under this Agreement will require access to classified information. Therefore, the EPA Partner Personnel participating in the Agreement will not be required to obtain security clearances.

5.2.2 If research or other activities under this Agreement requires EPA Partner Personnel access to proprietary information in NSA possession or information for which export is restricted, EPA Partner will decide whether to pursue such research and if it chooses to do so, NSA may allow such access on a case-by-case basis. In such circumstances, NSA may require EPA Partner Personnel to sign a non-disclosure agreement prior to such access, subject to review and approval by both Parties.

5.3 Liabilities.

(a) NSA's responsibility for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of NSA while acting within the scope of his office or employment will be in conformance with the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.). Except as provided by the Federal Tort Claims Act, NSA shall not be liable to EPA Partner for any claims whatsoever, including loss of revenue or other indirect or consequential damages.

(b) EPA Partner's responsibility for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the EPA Partner while acting within the scope of his office or employment will be in conformance with the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.). Except as provided by the Federal Tort Claims Act, EPA Partner shall not be liable to NSA for any claims whatsoever, including loss of revenue or other indirect or consequential damages.

5.4 *Force Majeure*. No Party shall be liable for the consequences of any unforeseeable *force majeure* event that (1) is beyond their reasonable control, (2) is not caused by the fault or negligence of such Party, (3) causes such Party to be unable to perform its obligations under this Agreement and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further pursue its best efforts to resume as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

6.0 MANAGEMENT, ADMINISTRATION and REPORTING.

The management and administration of this Agreement and the coordination of the specific activities, which comprise the Agreement, will be the joint responsibility of the designated program managers (PM) from each institution. The PMs shall meet quarterly to define and assess

the progress and direction of agreed upon activities, intellectual property, export control issues, where applicable, and shall make appropriate adjustments regarding activities, resources and priorities. The EPA Partner shall deliver to the NSA PM within thirty (30) calendar days of June 1 of each year that this EPA is in effect an annual summary report on the activities, benefits, and accomplishments of this Agreement.

6.1 Program Manager. Brenda Martineau, Academic Engagement Coordinator, will serve as the PM on behalf of NSA. The NSA PM will work with the EPA Partner PM to identify specific research or other relevant activities to be undertaken at any given time. The NSA PM will assure that program activities meet the legal and administrative requirements of NSA. The NSA PM will ensure appropriate management approval on all matters regarding the exchange of information or technology.

6.2 EPA Partner Program Manager. Pat Engebreston, Dean, The Beacon College of Computer and Cyber Sciences, will serve as PM on behalf of EPA Partner. The EPA PM will coordinate program activities with the NSA PM and assure that they comply with the legal and administrative requirements of the EPA Partner. If the assigned EPA PM becomes unavailable for continued service as the PM, the EPA Partner will designate a successor PM and notify NSA in writing.

7.0 USE OF NAME.

Each Party shall obtain written approval from the other Party prior to any use of the name, initials, and logo of the other Party with regards to any meetings, presentations, discussions, documentation, technical, or promotional material, press releases, technology, or academic course development as it relates to this Agreement. By entering into this Agreement, neither Party, directly or indirectly, endorses any product or service provided, or to be provided, by the other Party. Neither Party shall in any way imply that this Agreement is an endorsement of any such product or service.

8.0 GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto relating to the specific subject matter hereof and merges all prior discussions between them. There are no terms, obligations, covenants, representations, statements, or conditions other than those contained herein. No variation or modification of this Agreement or waiver of any of the terms or provisions hereof shall be deemed valid unless in writing and signed by both Parties hereto.

8.2 Severability. The illegality or invalidity of any provisions of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

8.3 Headings. Titles and headings of the sections and subsections of this Agreement are for

convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

8.4 Governing Laws. This Agreement shall be governed by, and construed in accordance with U.S. federal statutes and regulations, notwithstanding any state conflict of law statutes, practices, or rules of construction.

8.5 Termination. Either Party may unilaterally terminate this Agreement at their sole discretion by giving the other Party written notice not less than thirty (30) calendar days prior to the desired termination date. In such event, the Parties shall specify the disposition of all activities accomplished or in progress, arising from or performed under this Agreement, and they shall specify the disposal of all property in a manner consistent with this Agreement, and any applicable law or regulation concerning property disposal.

9.0 TERM OF AGREEMENT.

This Agreement shall remain in effect from the Effective Date and extend for five (5) years, unless earlier terminated by either Party, or extended by written agreement.

10.0 AMENDMENTS AND MODIFICATIONS.

If either Party desires to amend or modify this Agreement, the Parties shall, upon reasonable notice by the Party desiring the change, confer in good faith to determine the desirability of the proposed amendment or modification. Such amendment or modification shall take effect once a written amendment or modification to that affect is signed by both Parties or by their duly authorized representatives. Amendments may be made to take effect retroactively if so agreed upon in writing by both Parties.

11.0 POINT OF CONTACTS.

For NSA:

Name: Brenda Martineau
Title: Academic Engagement Coordinator
Office: Engagement & Policy
Phone: (410) 854-8293
Email: blmarti@nsa.gov

For EPA Partner:

Name: Pat Engebreston
Title: Dean, The Beacon College of Computer and Cyber Sciences
Phone: (888) dsu-9988
Email: pat.engebretson@dsu.edu

12.0 SURVIVING PROVISIONS.

The articles concerning Liabilities, General Provisions and Surviving Provisions shall survive the termination of this Agreement.

13.0 SIGNATURES.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and to be effective on and as of the Effective Date. For the:

**NATIONAL SECURITY AGENCY/
CENTRAL SECURITY SERVICE**

Name: Linda L. Burger
Title: Director, Office of Research and
Technology Applications

DAKOTA STATE UNIVERSITY

Name: *<Insert Name>*
Title: *<Insert Title>*

Signature: _____

Signature: _____

Date: _____

Date: _____

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

REVISED
AGENDA ITEM: 6 – M
DATE: December 7-8, 2022

SUBJECT

Maintenance & Repair (M&R) Projects (Greater than \$250,000)

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.

Dakota State University request approval for the following project:

Phase II Roof Replacement – This work request is to replace the remaining roof on the Community Center. The total cost of the project is expected to be \$500,000 with 60% or \$300,000 to be paid by community center funds, and the remaining 40% or \$200,000 paid from the M&R Reserve Fund. The design work was all completed in Phase I. DSU is asking to contract with Schemmer Architects for bidding and CA for Phase II.

Northern State University request approval for the following project:

Server Room A/C Unit Replacement – This work request is to replace the existing A/C units in the Liebert Computer Room with two new units. The total cost of the project is expected to be \$293,700 to be paid from unused HEFF and General Fund M&R project balances. The expected completion date is January of 2024.

South Dakota State University request approval for the following project:

Briggs Library HVAC Upgrades – This work request adds the full funding for the full design and construction for the Briggs Library HVAC improvements. The scope of work on this project is to include upgrading equipment to meet minimum code specified airflow rates, improve air filtration, replace air conditioning coils, modify outside air intakes, improve temperature and humidity control, and commission the system to verify it is functioning as designed. This project has been delegated to SDSU.

(Continued)

DRAFT MOTION 20221207_6-M:

I move to approve the requested maintenance and repair projects as described in this item.

University of South Dakota request approval for the following project:

Sodexo Transition – This work request is to use funds provided by Sodexo in the amount of \$2,318,400 for a mutually agreed upon restaurant concept renovation to the Muenster University Center, along with remodel of the resident dining location and a Twelve Market. The work will include minor carpentry work, interior finish updates, millwork upgrades, updated graphics/branding, new menu boards, equipment updates, minor plumbing and HVAC modifications and lighting upgrades to LED. This work will be completed through the Sodexo food vendor contract and funded per Section 3.3B of USD's Statement of Work. All design work, bidding, project management and contract work shall be performed and provided by Sodexo. They are wanting to move quickly and bid this fall.

IMPACT AND RECOMMENDATIONS

Staff recommends approval of these projects.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 6 – N
DATE: December 7-8, 2022

SUBJECT

FY24 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 FY24 available M&R funding is \$12,500,000.

The HEFF allocation formula is now 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 FY24 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 FY24 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 20221207_6-N:

I move to approve the FY24 HEFF M&R projects as presented in Attachment II.

IMPACT AND RECOMMENDATIONS

The FY24 available funding is \$12,500,000.

Approval of the FY24 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 FY24 HEFF Allocation

Attachment II – FY24 HEFF Maintenance and Repair Projects Requested by the
Institutions

FY24 HEFF M&R Allocation
1/3 HEFF Buildings Square Footage, 1/3 HEFF Buildings Replacement Values, and 1/3 HEFF Revenues Generated

Line		BHSU	DSU	NSU	SDSMT	SDSU	USD	SSOM	BHSU-RC	USD-SF	TOTAL
1	Total HEFF M&R Funding Available	\$12,500,000									
2	Gross Sq. Feet	6,580,414									
3	Replacement Value	\$1,955,699,305									
4	FY22 Total HEFF Revenues	\$25,483,037									
5	HEFF Academic Buildings Gross Square Feet	530,880	367,451	664,805	596,948	2,325,776	1,804,103	91,895	58,795	139,761	6,580,414
6	Campus % of Total HEFF Academic Building Sq. Ft. (Line 5 / Line 2)	8.07%	5.58%	10.10%	9.07%	35.34%	27,42%	1.40%	0.89%	2.12%	100.00%
7	Current FY Gross Sq. Ft. Disbursement Factor (Line 6 * 1/3)	2.69%	1.86%	3.37%	3.02%	11.78%	9.14%	0.47%	0.30%	0.71%	33.33%
8	Allocation of 1/3 of Total HEFF M&R Funding (Line 7 * Line 1)	\$336,149	\$232,667	\$420,949	\$377,983	\$1,472,663	\$1,142,344	\$58,187	\$37,229	\$88,496	\$4,166,667
9	HEFF Academic Buildings Replacement Value	\$160,108,474	\$103,419,802	\$190,767,151	\$199,777,977	\$677,131,351	\$546,756,684	\$16,902,919	\$18,189,033	\$42,645,915	\$1,955,699,305
10	Campus % of Total HEFF Academic Replacement Value (Line 9 / Line 3)	8.19%	5.29%	9.75%	10.22%	34.62%	27.96%	0.86%	0.93%	2.18%	100.00%
11	Current FY Replacement Value Disbursement Factor (Line 10 * 1/3)	2.73%	1.76%	3.25%	3.41%	11.54%	9.32%	0.29%	0.31%	0.73%	33.33%
12	Allocation of 1/3 of Total HEFF M&R Funding (Line 11 * Line 1)	\$341,115	\$220,338	\$406,434	\$425,632	\$1,442,645	\$1,164,879	\$36,012	\$38,752	\$90,858	\$4,166,667
13	FY22 HEFF Revenues Generated by Campuses	\$2,096,267	\$2,201,088	\$1,562,372	\$1,993,146	\$9,061,015	\$7,303,481	\$768,191	\$287,150	\$210,326	\$25,483,037
14	Campus % of Total FY22 HEFF Revenues (Line 13 / Line 4)	8.23%	8.64%	6.13%	7.82%	35.56%	28.66%	3.01%	1.13%	0.83%	100.00%
15	Current FY Revenues Disbursement Factor (Line 14 * 1/3)	2.74%	2.88%	2.04%	2.61%	11.85%	9.55%	1.00%	0.38%	0.28%	33.33%
16	Allocation of 1/3 of Total HEFF M&R Funding (Line 15 * Line 1)	\$342,755	\$359,894	\$255,459	\$325,894	\$1,481,544	\$1,194,174	\$125,605	\$46,951	\$34,390	\$4,166,667
17	Campus HEFF M&R Allocation for FY24 (Line 8 + Line 12 + Line 16)										
		\$1,020,020	\$812,900	\$1,082,843	\$1,129,509	\$4,396,852	\$3,501,397	\$219,804	\$122,932	\$213,744	\$12,500,000
	FY24 Debt Service										
	Series 2011 M&R Bond	\$108,586	\$0	\$134,837	\$0	\$521,450	\$428,376	\$0	\$0	\$0	\$1,193,249
	Series 2020 M&R Bond	\$146,160	\$146,160	\$0	\$233,999	\$584,925	\$321,695	\$0	\$0	\$0	\$1,432,938
	5% Planning and Design (Line 17 * 5%)	\$51,001	\$40,645	\$54,142	\$56,475	\$219,843	\$175,070	\$10,990	\$6,147	\$10,687	\$625,000
	Balance of HEFF Allocation for M&R Projects	\$714,273	\$626,095	\$893,864	\$839,035	\$3,070,634	\$2,576,256	\$208,814	\$116,785	\$203,056	\$9,248,813

FY24 HEFF Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Category ⁽¹⁾	M&R Class ⁽²⁾	Cost Estimate
<u>Black Hills State University</u>					
6H2401		M&R Bond - 2011			\$108,586
6H2402		Planning & Design			\$51,001
6H2403		M&R Bond - 2020			\$146,160
6H24XX	Campus	Entryway Updates	E. Campus Infrastructure	C. Renovation	\$300,000
6H24XX	Campus	Wayfinding	E. Campus Infrastructure	A. Maintenance	\$150,000
6H24XX	Jonas & Jonas Science	Entry Renovation	B. Building Integrity	C. Renovation	\$264,273
				FY24 HEFF M&R Projects Total	\$1,020,020
<u>Black Hill State University - RC</u>					
6H2452		Planning & Design			\$6,147
6H24XX	BHSU-RC	Admin Office & Testing Redesign	C. Programmatic Suitability	D. Alteration	\$50,000
6H24XX	BHSU-RC	Atrium/Entry Renovation	C. Programmatic Suitability	C. Renovation	\$66,785
				FY24 HEFF M&R Projects Total	\$122,932
<u>Dakota State University</u>					
8H2402		Planning & Design			\$40,645
8H2403		M&R Bond - 2020			\$146,160
8H24XX	Campus Wide	Landscape/Sidewalk/Parking	A. Public Health, Safety, and Compliance	A. Maintenance	\$350,000
8H24XX	Kennedy Center	Renovations	C. Programmatic Suitability	C. Renovation	\$100,000
8H24XX	Campus Wide	Academic Building Repairs	B. Building Integrity	A. Maintenance	\$76,095
8H24XX	Community Center	Roof Replacement	B. Building Integrity	C. Renovation	\$50,000
8H24XX	Fieldhouse/ Memorial Gym	Door Security Upgrades	A. Public Health, Safety, and Compliance	D. Alteration	\$50,000
				FY24 HEFF M&R Projects Total	\$812,900
<u>Northern State University</u>					
5H2401		M&R Bond - 2011			\$134,837
5H2402		Planning & Design			\$54,142
5H24XX	Beulah Williams Library	Light Control System	D. Energy & Utility Savings	C. Renovation	\$75,000
5H24XX	Krikac Administration	Replace roof	B. Building Integrity	B. Repair	\$225,000
5H24XX	Gerber	Replace roof	B. Building Integrity	B. Repair	\$250,000
5H24XX	Mewaldt Jensen	Addressable fire alarm installation	A. Public Health, Safety, and Compliance	C. Renovation	\$268,864
5H24XX	Campus-wide	Office Updates & Renovation	C. Programmatic Suitability	C. Renovation	\$75,000
				FY24 HEFF M&R Projects Total	\$1,082,843
<u>South Dakota School of Mines & Technology</u>					
4H2402		Planning & Design			\$56,475
4H2403	Devereaux Library	M&R Bond - 2020			\$233,999
4H24XX	CBEC	Renovations	C. Programmatic Suitability	C. Renovation/A. Maintenance	\$100,000
4H24XX	O'Harra Building	Various Renovations	C. Programmatic Suitability	C. Renovation/A. Maintenance	\$100,000
4H24XX	King Center	King Center Utility/HVAC	E. Campus Infrastructure	A. Maintenance	\$420,035
4H24XX	Various	Energy Project	D. Energy and Utility Savings	A. Maintenance	\$29,000
4H24XX	Various	General HVAC	E. Campus Infrastructure	A. Maintenance	\$100,000
4H24XX	Various	Fire, Life & Safety	A. Public Health, Safety, and Compliance	A. Maintenance	\$50,000

FY24 HEFF Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Category ⁽¹⁾	M&R Class ⁽²⁾	Cost Estimate
4H24XX	Various	Building Integrity	B. Building Integrity	C. Renovation	\$40,000
South Dakota State University					FY24 HEFF M&R Projects Total
3H2401		M&R Bond - 2011			\$521,450
3H2402		Planning & Design			\$219,843
3H2403		M&R Bond - 2020			\$584,925
3H24XX	Stanley J. Marshall Center	First Bank & Trust Arena Renovation	B. Building Integrity	C. Renovation	\$3,000,000
3H24XX	Performing Arts Center	Replace Humidification System	B. Building Integrity	B. Repair	\$70,634
University of South Dakota					FY24 HEFF M&R Projects Total
2H2401		M&R Bond - 2011			\$428,376
2H2402		Planning & Design			\$175,070
2H2403		M&R Bond - 2020			\$321,695
2H22XX	Campus	Hazardous Materials Abatement (asbestos, lead paint)	A. Public Health, Safety, and Compliance	A. Maintenance	\$50,000
2H22XX	Campus	Mechanical Repairs and Upgrades	D. Energy & Utility Savings	A. Maintenance	\$150,000
2H22XX	Campus	Electrical Repairs & Upgrades	D. Energy & Utility Savings	A. Maintenance	\$100,000
2H22XX	Campus	Roof Repairs	B. Building Integrity	A. Maintenance	\$35,000
2H22XX	Campus	Building Control Systems Maintenance & Replacement	D. Energy & Utility Savings	A. Maintenance	\$25,000
2H22XX	Campus	Painting and Flooring Repairs and Upgrades	B. Building Integrity	A. Maintenance	\$50,000
2H22XX	Campus	Sidewalk Safety And Accessibility Improvements / Repair	D. Energy & Utility Savings	A. Maintenance	\$100,000
2H22XX	Campus	Elevator Repairs	A. Public Health, Safety, and Compliance	A. Maintenance	\$50,000
2H22XX	Campus	Academic & Classroom Critical Maintenance & Repair	B. Building Integrity	A. Maintenance	\$50,000
2H22XX	Campus	Electrical Infrastructure Upgrades	E. Campus Infrastructure	C. Renovation	\$400,000
2H22XX	Campus	IT Infrastructure Upgrades	D. Energy & Utility Savings	A. Maintenance	\$30,074
2H22XX	Campus	Security Camera and Card Access Upgrades	A. Public Health, Safety, and Compliance	A. Maintenance	\$50,000
2H22XX	Campus	Heating and Cooling Loop Upgrades	D. Energy & Utility Savings	A. Maintenance	\$34,090
2H22XX	Dakota Dome	Roof Replacement	B. Building Integrity	C. Renovation	\$1,000,000
2H22XX	ID Weeks	Chiller Replacement	D. Energy & Utility Savings	C. Renovation	\$242,092
2H22XX	Lee Medical	West Side Corridor Renovations	B. Building Integrity	C. Renovation	\$30,000
2H22XX	Lee Medical	Water Heater Replacement	D. Energy & Utility Savings	A. Maintenance	\$100,000
2H22XX	Service Center	Replace Condensate Skid	B. Building Integrity	A. Maintenance	\$40,000
2H22XX	Slagle Hall	Second Floor Corridor Renovation	D. Energy & Utility Savings	C. Renovation	\$40,000
Sanford School of Medicine					FY24 HEFF M&R Projects Total
2H2452		Planning & Design			\$10,990
2H245X	SSOM-HSC	Mechanical Repairs and Upgrades	B. Building Integrity	A. Maintenance	\$50,000
2H245X	SSOM-HSC	LED Lighting upgrades	B. Building Integrity	A. Maintenance	\$50,000
2H245X	SSOM-HSC	Chiller Upgrades	D. Energy & Utility Savings	A. Maintenance	\$108,814
University of South Dakota - SF					FY24 HEFF M&R Projects Total
					\$219,804

FY24 HEFF Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Category ⁽¹⁾	M&R Class ⁽²⁾	Cost Estimate
2H2462		Planning & Design			\$10,687
2H246X	USD-SF	Mechanical Upgrades	B. Building Integrity	A. Maintenance	\$103,057
2H246X	USD-SF	Electrical Upgrades	B. Building Integrity	A. Maintenance	\$25,000
2H246X	USD-SF	Exterior Upgrades	B. Building Integrity	A. Maintenance	\$75,000
FY24 HEFF M&R Projects Total					\$213,744
Grand Total FY24 HEFF M&R Projects					\$12,500,000
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: 6 – O
DATE: December 7-8, 2022

SUBJECT

FY24 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 a 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 FY24 2% M&R project total for the auxiliary system is estimated to be \$18.1 million. The campuses must expend two percent on average over a five-year period.

Approval of the FY24 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 20221207_6-O:

I move to approve the FY24 Auxiliary System M&R projects as presented in Attachment I.

FY24 Auxiliary System Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Class ⁽¹⁾	Fund Source	Cost Estimate
<u>Black Hills State University</u>					
6X24XX	Student Union	Additional Windows & Doors	C. Renovation	General Activity Fee	\$350,000
6X24XX	Wenona Cook/Heidi/Thomas	Air Conditioning	C. Renovation	Room Revenue	\$900,000
			FY24 Auxiliary M&R Projects Total		\$1,250,000
<u>Dakota State University</u>					
8X24XX	Zimmermann Hall	Zimmermann Hall Renovations	C. Renovation	RRR	\$1,500,000
8X24XX	Courtyard Hall	Window Replacement	C. Renovation	RRR	\$50,000
			FY24 Auxiliary M&R Projects Total		\$1,550,000
<u>Northern State University</u>					
5X24XX	McWelsh Hall	Addressable Fire Alarm System	C. Renovation	Auxiliary M&R	\$250,000
			FY24 Auxiliary M&R Projects Total		\$250,000
<u>South Dakota School of Mines & Technology</u>					
4X24XX	Various	Door Upgrades	B. Repair	Housing Fees/Revenues	\$157,920
4X24XX	Surbeck Center	Surbeck General Maintenance	A. Maintenance	Housing Fees/Revenues	\$30,000
4X24XX	Various	Residence Hall General Maintenance	A. Maintenance	Housing Fees/Revenues	\$95,000
4X24XX	Various	Flooring Replacement	B. Repair	Housing Fees/Revenues	\$250,000
4X24XX	Howard Peterson Hall	Access Points	A. Maintenance	Housing Fees/Revenues	\$50,000
4X24XX	Placer Hall	Building Switches	A. Maintenance	Housing Fees/Revenues	\$70,000
4X24XX	Howard Peterson Hall	Plumbing/HVAC	A. Maintenance	Housing Fees/Revenues	\$50,000
4X24XX	Placer Hall	Painting	A. Maintenance	Housing Fees/Revenues	\$20,000
			FY24 Auxiliary M&R Projects Total		\$722,920
<u>South Dakota State University</u>					
3X24XX	Residence Halls	Concrete Replacement (LLL)	B. Repair	Rent	\$135,000
3X24XX	Residence Halls	Emergency M&R Repairs (2701, 0675, 0680)	B. Repair	Rent	\$472,000
3X24XX	Residence Halls	Unit A/C Replacements (LLL)	A. Maintenance	Rent	\$14,000
3X24XX	Residence Halls	Interior Painting (LLL)	B. Repair	Rent	\$280,000
3X24XX	Larson Commons	Interior Renovations	C. Renovation	RRR	\$1,770,000
3X24XX	Larson Commons	Roof Replacement	C. Renovation	RRR	\$1,500,000
3X24XX	Pierson Hall	Renovation	C. Renovation	Rent	\$3,000,000
3X24XX	Young Hall	Fire Alarm Upgrades	C. Renovation	Rent	\$480,000
3X24XX	Miller Wellness Center	Outdoor Program Mezzanine	D. Alteration	Revenue	\$95,000
3X24XX	Miller Wellness Center	HVAC & Hot Water Converter Upgrades	B. Repair	RRR	\$245,000
3X24XX	Miller Wellness Center	Site Repairs & Improvements	C. Renovation	Revenue	\$87,000
3X24XX	Miller Wellness Center	Building Commissioning	B. Repair	Revenue	\$58,000

FY24 Auxiliary System Maintenance & Repair Projects

Project #	Building Name	Project Name	M&R Class ⁽¹⁾	Fund Source	Cost Estimate
3X24XX	University Union	Roof Replacement (Main St, Market, Volstorff)	B. Repair	RRR	\$1,436,000
3X24XX	University Union	Sanitary Sewer Replacement (SW)	B. Repair	RRR	\$45,000
3X24XX	University Union	HVAC Upgrades (AHU 1, 2, 3)	B. Repair	RRR	\$1,300,000
3X24XX	University Union	HVAC Control Upgrades	B. Repair	RRR	\$280,000
3X24XX	Campus	Crack Seal	B. Repair	Parking	\$32,000
3X24XX	Campus	Mill & Overlay Parking Lots 114, 118, 160	B. Repair	Parking	\$955,000
FY24 Auxiliary M&R Projects Total					\$12,184,000
University of South Dakota					
2X24XX	Campus	Mechanical Repairs and Upgrades	Maintenance	RRR	\$50,000
2X24XX	Coyote Village	Apartment Painting	Maintenance	Revenue	\$50,000
2X24XX	Coyote Village	Replace Wireless in rooms	Maintenance	RRR	\$250,000
2X24XX	Mickelson	RHD Apartment Renovation	Renovation	RRR	\$85,000
2X24XX	Olson	RHD Apartment Renovation	Renovation	RRR	\$50,000
2X24XX	Rental Property	232 E. Cherry Street Renovations	Renovation	RRR	\$25,000
2X24XX	Residence Halls	Furniture Replacement	Alteration	RRR	\$180,000
2X24XX	Richardson/Olson	Replace building mailboxes	Renovation	RRR	\$20,000
2X24XX	MUC	Video Wall Upgrades	Maintenance	RRR	\$135,000
2X24XX	MUC	Upgrade Dishwasher	Maintenance	RRR	\$800,000
2X24XX	MUC	Replace Motorized Window Coverings	Maintenance	RRR	\$125,000
2X24XX	Wellness Center	MAC court flooring	Maintenance	RRR	\$50,000
2X24XX	Wellness Center	Build permanent wall for office 102F and add frame/door/hardware	Renovation	RRR	\$15,000
FY24 Auxiliary M&R Projects Total					\$1,835,000
Grand Total FY24 Auxiliary System M&R Projects					\$17,791,920

Refer to BOR Policy 6:6 Maintenance & Repair

⁽¹⁾ M&R Class

- A. Maintenance
- B. Repair
- C. Renovation
- D. Alteration

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 6 – P
DATE: December 7-8, 2022

SUBJECT

FY24 AES M&R Projects

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 38-20A-4](#)

[SDCL § 38-20A-59](#)

[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 2020 Legislature (SB24). For each annual application fee of \$165.00 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 \$200,000; however, the attached project list total is greater than the estimated revenue generated. AES will supplement the pesticide funds with available local funds to ensure the projects can be accomplished. One source of such funding for FY24 will be insurance funds received for damages caused by the derecho that hit eastern South Dakota in May of 2022. Other, additional funding sources will be identified when the project work orders are submitted.

Approval of the FY24 AES M&R projects will allow SDSU to begin project planning and completion in a timely manner.

ATTACHMENTS

Attachment I – FY24 AES M&R projects requested by SDSU

DRAFT MOTION 20221207_6-P:

I move to approve the AES M&R projects for FY24 as requested.

**SOUTH DAKOTA STATE UNIVERSITY
AGRICULTURAL EXPERIMENT STATION (AES)
FY24 Maintenance & Repair Projects**

FY24 Pesticide Revenue Projection: \$200,000			
Project (Activity #)	Building Name	Project Name	Cost Estimate
		M&R Category ⁽¹⁾	M&R Class ⁽²⁾
3AE241	Sheep Unit Commodity Shed	Repair and upgrade storm damage	D. Alteration
3AE24X	AES Equipment Shed West	Repair and upgrade storm damage	D. Alteration
3AE24X	Plant Science Equipment Shed East	Repair and upgrade storm damage	D. Alteration
3AE24X	Sheep Unit Old Main Barn	Repair and upgrade storm damage	D. Alteration
3AE24X	Horse Unit West Shelter	Repair and upgrade storm damage	D. Alteration
3AE24X	Oak Lake Dining Hall	Repair and upgrade storm damage	B. Repair
3AE24X	Animal Science Complex	Laboratory Equipment Installation	C. Renovation
3AE24X	Animal Science	Fencing Repairs - Various Units	A. Maintenance
3AE24X	Cottonwood Field Station	Fencing Repairs & Replacement	A. Maintenance
3AE24X	West River Center	Interior Renovation & MEP Repairs	D. Alteration
3AE24X	West Horse Unit Silos	Demolition of damaged silos	D. Alteration
FY24 M&R Projects Total			\$6,437,000

****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 projects are approved, the additional fund sources will be identified. Insurance proceeds are available to assist with funding the items identified as "repair and upgrade storm damage."

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: 6 – Q
DATE: December 7-8, 2022

SUBJECT

City of Madison Easement – DSU

CONTROLLING STATUTE, RULE, OR POLICY

SDCL §§ [5-2-10](#) & [5-2-11](#)

BACKGROUND/DISCUSSION

Dakota State University (DSU) requests that the Board of Regents adopt the Resolution set forth in Attachment I requesting the grant of an easement to the City of Madison for electrical utilities and all necessary appurtenant structures associated with the operation and maintenance thereof. The electrical utilities are associated with the construction of the athletics events center authorized in [HB1021](#) during the 2022 Legislative Session. The proposed easement is consistent with and supports DSU's campus development plans on campus.

IMPACT AND RECOMMENDATION

DSU requests the Board of Regents approve proceeding with the requested electrical easement and adopt the Resolution set forth in Attachment I requesting the grant of an easement in favor of the City of Madison for the electrical utilities associated with the new athletics events center at DSU.

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 20221207_6-Q:

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 Dakota State University for the use and benefit of the City of Madison.**

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 electrical utilities through, under, on and across the following described real estate in Lake County, South Dakota:

The identified strip of land 10 feet wide in Lot 2 in Block 1 of DSU Foundation Addition to the City of Madison, Lake County, South Dakota, as further shown in Exhibit A to Exhibit I, a copy of which is attached hereto and incorporated herein; and

The identified portion in the North 720 feet of the West 1504 feet of the South 1473 feet of the Northwest Quarter of Section 5, Township 106 North, Range 52 West of the 5th P.M., in Lake County, South Dakota, as further shown in Exhibit B 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, to include adjusting the easement location to accommodate the final construction plans.

Dated this ____ day of December, 2022

SOUTH DAKOTA BOARD OF REGENTS

By _____

Pam Roberts
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, 2022, 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, 2022

SOUTH DAKOTA BOARD OF REGENTS

By_____

Tony Venhuizen
Secretary

**This document prepared by:
Office of School and Public Lands
500 East Capitol Avenue
Pierre, South Dakota 57501-5070
(605)773-3303**

**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 "Grantor") and the City of Madison, 116 W. Center Street, Madison, South Dakota, 57042 (the "Grantee").

WHEREAS, the Grantee is desirous of acquiring a permanent Easement, as depicted in Exhibits A and B attached hereto, for the construction, reconstruction, replacement, modification, upgrading, extension, removal, maintenance, and operation of electrical utilities, and all necessary and appurtenant structures, fixtures and controls across land belonging to the Grantor, and the Grantor is desirous of cooperating with the Grantee 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 Grantor hereby grants and conveys to the Grantee a permanent a right-of-way Easement for the following described purposes: the right to construct, reconstruct, replace, modify, upgrade, extend, remove, maintain, and operate electrical utilities, and all necessary and appurtenant of structures, fixtures and controls, through, under, in, on and across the following legally described real estate within Lake County, State of South Dakota (the "Easement"):

The identified strip of land 10 feet wide in Lot 2 in Block 1 of DSU Foundation Addition to the City of Madison, Lake County, South Dakota; and

The identified portion in the North 720 feet of the West 1504 feet of the South 1473 feet of the Northwest Quarter of Section 5, Township 106 North, Range 52 West of the 5th P.M., in Lake County, South Dakota.

As more fully described on Exhibit A and Exhibit B attached hereto and incorporated herein by reference.

2. This Easement is granted subject to all existing rights of way and easements over and upon the property including the reservation by the Grantor to continue use of any existing utilities, access, or Grantor infrastructure. Existing utilities, access, or infrastructure may be relocated with Grantor permission at the Grantee's expense.

3. Grantor reserves the right to utilize the property for all purposes not inconsistent with the Easement rights herein conveyed. Grantor or Grantee may enter upon the above-described property for the purposes of effectuating the grant of and reserved rights in this Easement.

4. The right of way, utilities, or other infrastructure shall be constructed in a good and workmanlike manner and all disturbed area shall be restored to a finished grade.

5. The Grantee 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 street/highway(s), drainage, water, sanitary sewers, and other utilities or structures installed by the Grantee and damages associated with the Grantee's operation and maintenance of the street/highway improvements and the Grantee agrees to indemnify, defend, and hold the Grantor harmless for the same. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the Grantee. The Grantee may require contractors and permittees, to defend, indemnify and hold the Grantee whole and harmless from costs, liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair, operation of construction, or permitted facilities by such contractor or permittee in or near the Easement. Nothing in this agreement shall be read to waive Grantor's or Grantee's sovereign immunity.

6. The property which is the subject of this Easement shall be kept free of all obstructions including but not limited to buildings, walls, fences, debris, trees, shrubs, or landscaping if such use is incompatible with the Easement.

7. Should the above-described real property granted by this Easement cease to be used for the purpose stated herein for two (2) consecutive years, this Easement reverts to the State of South Dakota or its successors or assigns.

8. The Grantor has and retains the right to lease, sell, or otherwise convey the property or any party thereof, subject to the terms of this Easement, provided, however, that this Easement shall remain in full force and effect until the expiration of the terms hereof notwithstanding such a lease, sale or conveyance. This Easement is also subject to reservations and rights relating to deposits of coal, ores, metals and other minerals, asphaltum, oil, gas and other like substances provided by the South Dakota Constitution Art. VIII, §19, South Dakota Codified Law 5-7-3 to 5-7-6, inclusive, and South Dakota Codified Law § 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.

9. This agreement and attachments shall constitute the entire agreement between Grantor and Grantee. This agreement supersedes any other written or oral

STATE OF SOUTH DAKOTA)) ss
COUNTY OF HUGHES)

Be it remembered that on this ____ day of _____, 2022, before me a Notary Public within aforesaid County and State, personally appeared Jarrod Johnson, Commissioner, known to me to be the person who described in, and who executed the within and forgoing instrument and acknowledged to me that executed the same.

Notary Seal

Notary Public

Commission Expires

GRANTEE
CITY OF MADISON
A MUNICIPAL CORPORATION

By: _____

ATTEST:

City Clerk

STATE OF SOUTH DAKOTA)) ss
COUNTY OF LAKE))

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

EXHIBIT A

SHOWING A PERMANENT ELECTRIC EASEMENT IN LOT 2 IN BLOCK 1 OF DSU FOUNDATION ADDITION
TO THE CITY OF MADISON, LAKE COUNTY, SOUTH DAKOTA

PERMANENT ELECTRIC EASEMENT

**10' PERMANENT
ELECTRIC EASEMENT**
CONTAINING ±11,985 S.F.
OR ±0.28 ACRES

KINNEY'S SUBDIVISION
NW1/4 5-106-52

LOT 2
BLOCK 1

LOT 1

DSU
FOUNDATION
ADDITION

THE NORTH 720 FEET OF
THE WEST 1504 FEET OF
THE SOUTH 1473 FEET OF
THE NW1/4 5-106-52

-699.83'-
S88°13'26"W

-362.90'-
N88°13'26"E

S88°13'26"W
-10.00'-

NOTES:

1. BASIS OF BEARINGS FOR THIS EASEMENT IS UTM ZONE 14 NORTH.
2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:

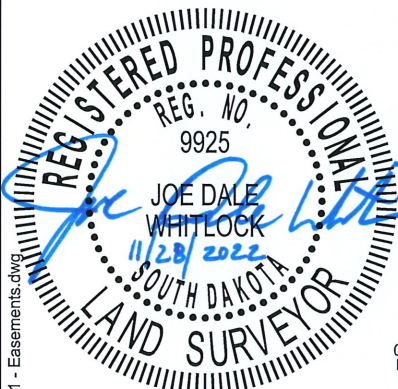
FOUND 5/8" REBAR

EASEMENT

PREVIOUSLY PLATTED DIMENSION (100.0')

PREPARED BY:

STOCKWELL ENGINEERS, INC.
801 N Phillips Avenue, Suite 100
Sioux Falls, SD
Phone: 605-338-6668



0 35 70 140

**KEY MAP**

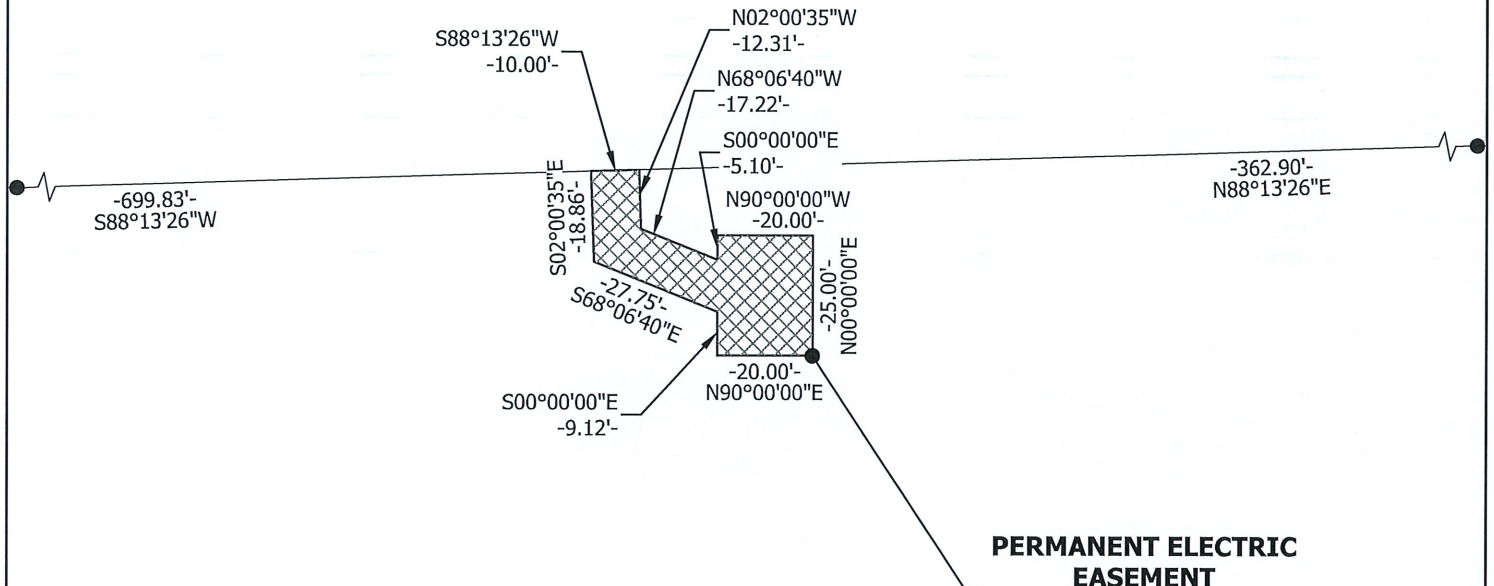
EXHIBIT B

SHOWING A PERMANENT ELECTRIC EASEMENT IN THE NORTH 720 FEET OF THE WEST 1504 FEET OF THE SOUTH 1473 OF THE NW 1/4, SECTION 5, T106N, R52W, 5TH PM., IN LAKE COUNTY, SOUTH DAKOTA

PERMANENT ELECTRIC EASEMENT

DSU
FOUNDATION
ADDITION

LOT 2
BLOCK 1

**PERMANENT ELECTRIC EASEMENT**

CONTAINING ±881 S.F.
OR ±0.02 ACRES

THE NORTH 720 FEET OF
THE WEST 1504 FEET OF
THE SOUTH 1473 FEET OF
THE NW 1/4 5-106-52

NOTES:

1. BASIS OF BEARINGS FOR THIS EASEMENT IS UTM ZONE 14 NORTH.
2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

LEGEND:

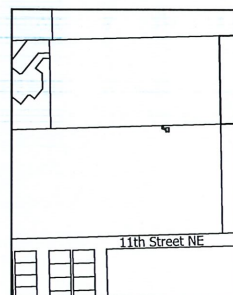
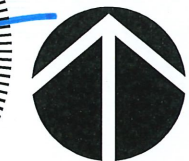
FOUND 5/8" REBAR

EASEMENT

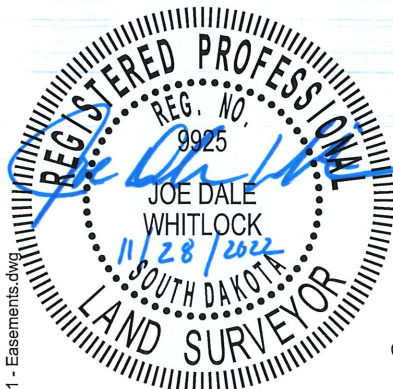
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PREPARED BY:

STOCKWELL ENGINEERS, INC.
801 N Phillips Avenue, Suite 100
Sioux Falls, SD
Phone: 605-338-6668

**KEY MAP**

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SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance **Consent**

AGENDA ITEM: 6 – R (1)

DATE: December 7-8, 2022

SUBJECT

Amended and Restated Cooperative Use Agreement – DSU and City of Madison

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

The City of Madison and the Board of Regents, on behalf of Dakota State University (“DSU”), entered into a Cooperative Use Agreement/Joint Powers Agreement with the City of Madison (“City”) on January 24, 2000 (“Agreement”). The Agreement provided for the construction, furnishing and operation of a Community Center in Madison, located on the campus of DSU, and jointly used by DSU and the City. The City contributed approximately \$4.5M and the legislature authorized BOR to issue bonds of up to \$3M construction of the project, which bonds have since been retired. With over 20 years having passed and the financing retired, the parties desire to clean up the Agreement to remove obsolete references and to clarify/streamline the Agreement. The Amended and Restated Cooperative Use Agreement set forth in Attachment I reflects the efforts of the parties in that respect, which is substantively similar to the Agreement in terms of the financial and operational obligations of the parties.

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 Amended and Restated Cooperative Use Agreement set forth in Attachment I, which meets the definition of a JPA, is necessary.

IMPACT AND RECOMMENDATION

The Amended and Restated Cooperative Use Agreement will allow DSU and the City of Madison to continue its joint operation of the Community Center in Madison for the foreseeable future.

Staff recommends approval.

ATTACHMENTS

Attachment I – Amended and Restated Cooperative Use Agreement

DRAFT MOTION 20221207_6-R(1):

I move to approve the Amended and Restated Cooperative Use Agreement in substantially similar form to that set forth in Attachment I, subject to the approval of the final version by the BOR General Counsel.

AMENDED AND RESTATED COOPERATIVE USE AGREEMENTCity of MadisonDakota State University

THIS AMENDED AND RESTATED COOPERATIVE USE AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2022, by and between the City of Madison, South Dakota, a municipal corporation, hereinafter referred to as "City", and the State of South Dakota, acting through the Board of Regents on behalf of Dakota State University, hereinafter referred to as "DSU",

WITNESSETH

PREAMBLE

WHEREAS, both the City, DSU and the South Dakota Board of Regents ("SDBOR") participated in a joint effort commencing on January 24, 2000, to build a community center as an addition attached to the fieldhouse and National Guard Armory located on the DSU campus ("Community Center"); and

WHEREAS, the voters of the City of Madison passed an initiated measure in 1999 to establish an additional one percent (1%) sales tax, which funds were used by the City to pay up to \$4.5 million dollars toward the cost of constructing, furnishing and equipping the Community Center; and

WHEREAS, the South Dakota Legislature approved, and the SDBOR, acting on behalf of DSU, issued bonds up to \$3 million dollars to construct, furnish and equip the Community Center, which bonds have since been retired; and

WHEREAS, the construction of the Community Center was completed on October 2, 2000, the cost of which, including the furnishing and maintaining said facility, as well as the use of the facility, has been shared between the City and DSU; and

WHEREAS, SDCL 1-24 authorizes public agencies including municipalities to jointly exercise and power, privilege or authority that such public agencies are capable of exercising on their own; and

WHEREAS, the City and DSU now wish to amend and restate the Cooperative Use Agreement originally entered into on January 24, 2000, to: (i) clarify and streamline certain outdated and/or obsolete provisions and (ii) effect such other amendments thereto as hereinafter provided.; and

WHEREAS, membership fees to the general public will be set by the Governing Board. DSU students carrying a minimum of 6 (six) credit hours per semester, will be members of the Community Center. DSU shall provide operating revenue to support membership of students through student fees or other sources in an amount mutually agreed upon by DSU and the City. DSU through student fees or other sources, is solely responsible for DSU debt service obligations; the City of Madison, through the second penny sales tax, is solely responsible for its debt service obligation of the Community Center.

AGREEMENT

NOW, THEREFORE, in such consideration of the mutual covenants and agreements herein contained, the undersigned governmental bodies, through their respective officials, hereby agree as follows:

1. Authority. The parties hereto have agreed to exercise their governmental powers jointly as provided by SDCL 1-24, as amended, to the fullest extent as allowed by South Dakota law. The exercise of these joint

powers is for the purpose of jointly furnishing, maintaining and operating the Community Center as specified herein. Nothing contained herein should be construed to pertain to the fieldhouse, to which the Community Center is attached.

2. Use of Real Estate. The real property on which the Community Center is constructed will continue to be provided by DSU at no additional fee or rent (other than as set forth in this Agreement) for a Community Center so long as the Community Center is located, operated and used on the premises pursuant to this Agreement. DSU agrees to maintain adequate ingress and egress to said facility and agrees that users of said facility shall be free to use designated DSU parking areas and spaces at no additional cost.
3. Use and Purpose. The Community Center will be used by the parties for the following educational, recreational and cultural purposes, to include but not be limited to: public swimming, public recreation, swimming lessons, City recreation and exercise, delivery of instruction, physical education training, athletic team practices and or competition, DSU intramurals, or other similar uses. Reasonable office space will be provided for the Recreation Supervisor for the City, if requested by the City.
4. Ownership of Community Center. Title to the Community Center is vested in and to the State of South Dakota, on behalf of SDBOR, for the use and benefit of DSU.
5. Governing Board. To provide for the effective administration and operation of the Community Center, there is hereby created a four-person governing board, whose membership is comprised of the Mayor and Finance Officer for the City, or their designee(s), and the President and Vice President for Business and Administration for DSU, or their designee(s) ("Governing Board"). The Governing Board shall be responsible for:
 - a. Hiring, firing and evaluation of the Community Center Director;
 - b. Final approval of the Community Center budget, which also must be approved by DSU and the City Commission.
 - c. Setting rates for the Community Center, including without limitations any associated fee structures for general public use and rental rates for special use of Community Center space by external parties;
 - d. Establishing policies, processes, and procedures as necessary to provide for the effective operation of the Community Center and its own organizational rules and procedures for the Board to govern its fulfillment of the duties and responsibilities set forth in this Agreement;
 - e. Receiving funds from the City, DSU, or other external parties, whether directly or through an associated third-party, for the purpose of operating and maintaining the Community Center;
 - f. Keeping and maintaining adequate books and records of all financial transactions related to receipts and expenditures of the Community Center; and
 - g. Providing an annual report to the City and DSU, which shall include without limitation, the annual operating costs and revenues, the projected operations costs and revenues for the following year, and the annual budget.

The Governing Board shall publicly post meeting agendas and open its meetings to the public in a manner generally consistent with the open meetings laws contained in SDCL chapter 1-25. The Governing Board shall also have the authority to purchase any necessary insurance for the protection of its members and/or the Community Center. The Governing Board may establish its own organizational rules of procedure, which may include the selection of officers.

6. Community Center Advisory Committee. To assist the Governing Board through the provision of recommendations and advice on the use and operation of the Community Center, there is hereby created a nine-member advisory committee, consisting of five members appointed by the City and four members appointed by DSU ("Advisory Committee"). Members shall serve three-year terms, unless removed or replaced by the City or DSU, respectively, in which case the individual subsequently appointed shall fulfill

the remainder of the three-year term. The maximum term for any one individual on the committee shall be three-terms, excluding any partial terms a member may be initially appointed to fulfill as a result of a resignation or removal of a prior member. Committee members will serve without compensation. The City and/or DSU may appoint additional non-voting members to the Advisory Committee and for such duration as the parties deem necessary and appropriate to inform or assist the committee.

If for any reason an Advisory Committee member is unable to complete the duration of their appointed term, that Committee member's position and remaining term shall be replaced by appointment respectively from the City or DSU.

The Advisory Committee shall have responsibility for the following:

- a. The Advisory Committee shall have the power to establish sub-committees to make recommendations regarding various operations or activities of the Community Center.
 - b. Advising on policies with respect to the use of the Community Center, such as establishing hours of the day the facility is open, needed equipment, and suggested programming.
 - c. Providing recommendations to the Community Center Director and Governing Board on the annual budget and any adjustments that may be necessary.
 - d. Providing recommendations on fees or rentals rates or other charges assessed for the use of the Community Center.
 - e. The Advisory Committee may establish its own organizational rules of procedure, which may include the selection of officers.
7. Community Center Director. The Community Center Director shall be responsible for:
 - a. Annually preparing a budget setting forth anticipated revenues, anticipated expenses and submitting said budget to the Advisory Committee for review and to the Governing Board for final review and approval.
 - b. Managing the operation and maintenance of the Community Center in accordance with the approved budget, and providing updates and recommendations to the Advisory Committee and Governing Board in the event of any discrepancies between the projected and actual revenues during the operating year.
 - c. Ensuring the Community Center is properly maintained in good and proper order, including the grounds, and to meet any such regulations as may from time to time be established by applicable government agencies including such restriction on the use of distribution of alcoholic beverages, tobacco products or controlled substances as the Board of Regents may prescribe.
 - d. Recommending positions for employment that may be necessary for the operation of said facility, and the hiring and firing of individuals to fulfill those responsibilities.
 - e. Management and administration of employees working at the Community Center, to include without limitation, hiring, firing, evaluating, and scheduling.
8. Employees of the Community Center. All employees of the Community Center shall be employees of the City, with the City providing the necessary payroll services and associated benefits for such employees, unless otherwise mutually agreed upon in writing by the parties.
9. Ownership of Personal Property. Any and all Community Center equipment provided or purchased by or through the City or DSU, whether currently maintained or hereafter acquired for such use, shall remain for the exclusive use and benefit of the Community Center, so long as the Community Center remains in operation, unless otherwise agreed to in writing by the parties. Other entities, such as the school district, may with the prior approval of the Governing Board, buy and place equipment in the Community Center, subject to a written agreement specifying the mutually agreed terms related to the ownership, maintenance, and disposition of the equipment. The Governing Board may, out of its operating budget or

through gifts or donations received, or a combination thereof, purchase equipment and furnishings for the facility which furnishings and equipment shall be held in the name of the Community Center. In the event the Community Center dissolves, the equipment held by the Community Center shall be sixty percent (60%) the property of City and forty percent (40%) the property of DSU, unless a specific piece of equipment is subject to alternate disposition provided for in writing and signed by the pertinent parties. Any disposition of property hereunder shall be in compliance and consistent with state and local government property disposal provisions.

10. Disposition of Revenues Generated by Community Center. Revenues generated by the use of the Community Center shall be maintained and distributed by the Governing Board in accordance with its authority granted herein, for the purposes of maintaining, furnishing and operating the Community Center. In the event the Community Center dissolves, any funds held by the Community Center at the time of dissolution shall be disbursed with sixty percent (60%) going to the City and forty percent (40%) going to DSU, unless otherwise agreed to in writing by the parties.
11. Joint Utilization of the Community Center. The City and DSU shall cooperate to achieve with respect to the Community Center the maximum level of joint utilization possible to meet the needs of the respective entities. The Governing Board as created herein shall have final authority with respect to conflicts concerning use or scheduling use of the facility.
12. Insurance. The parties agree to provide liability, building and contents coverage for the Community Center as each deems reasonable and appropriate. Each party shall name the other as an additional insured on all policies of liability insurance.
13. Major Maintenance Costs. The parties to this Agreement agree that major maintenance costs such as but not limited to refinishing the roof or exterior walls, major sewer repair, or major repair of electrical, heating or water systems of said facility, above and beyond the amount available in the reserve account set forth in Section 14 below, shall be the responsibility of the City and DSU, with the City being responsible for sixty percent (60%) and DSU responsible for forty percent (40%), unless otherwise agreed to in writing by the parties. The parties further agree that no structural additions to the Community Center may be made without the express written agreement of the parties to this Agreement. The City acknowledges that DSU may not be able to contribute to such additions without the approval of the SDBOR and the State Legislature. Major maintenance and construction projects will be managed by DSU Facilities Mgmt in accordance with the SDBOR policy.
14. Operating Shortfall. In the event that the Governing Board does not have sufficient funds to meet expenses of the Community Center as they fall due, then, in that event, any additional funds for the operation of said facility provided by City or DSU shall be sixty percent (60%) apportioned to the City and forty percent (40%) apportioned to DSU, unless the parties otherwise agree in writing.
15. Reserve Account. The Governing Board shall identify reserves for major maintenance and repair expense. These reserves shall be administered in accordance with Chapter 108 of the South Dakota Session Law of the 1998 Legislative Session. These reserves shall be maintained for the purpose of covering major maintenance and repair costs, with sixty percent (60%) of the reserve account apportioned to the City and forty percent (40%) apportioned to DSU. Any jointly owned personal property, equipment and fixtures, shall be expended in accordance with the provisions of this Agreement.
16. Termination for Default: This Agreement may be terminated, in whole or in part, by either party in the event of the substantial failure by the other party to fulfill its obligations under the Agreement. Prior to such termination the terminating party shall give 90 days' written notice of intent to terminate to the other party. The defaulting party will have 90 calendar days from receipt of the notice to cure the alleged defaults. In the event the default isn't cured, and this Agreement is terminated, any property and funding

maintained or held by the Community Center shall be disbursed as provided herein, unless otherwise agreed to in writing by the City and DSU.

17. Filing of Agreement and Any Amendment or Supplements. This Agreement and any exhibits thereto and any amendments or supplements shall be filed and kept on public record at the Finance Office at the City and at the Business Office of DSU in Madison, South Dakota.
18. Governmental Funding Requirement. This Agreement is contingent on the receipt of both funds and expenditure authority from the South Dakota Legislature and the City of Madison. In the event either the Legislature or the City of Madison fails to provide such funds or expenditure authority necessary to the respective party to fulfill its obligations hereunder in any fiscal year, then and in such event this Agreement shall terminate at the end of the fiscal year during which the last funding or expenditure authority was made available to the pertinent party. The party who receives non-appropriation of funding or expenditure authority shall provide notice of the same to the other party within ten (10) calendar days of such non-appropriation governmental action.
19. Severability Clause. If any provision of the Agreement shall be declared illegally invalid or unenforceable, then the remaining provisions of this Agreement nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent of South Dakota law.
20. Meeting of the Minds. This Agreement constitutes the final meeting of the minds between the parties hereto, and includes all prior negotiations had by the parties in reference to all matters herein contained, and this Agreement shall be binding upon the respective parties hereto, their respective heirs, successors, administrators, and assigns. The parties acknowledge and agree that this Agreement contains the entire and final Agreement of the parties. The parties agree that all Preamble clauses herein are made a material part of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and signatures this _____ day of _____, 20____.

CITY OF MADISON

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

SOUTH DAKOTA BOARD OF REGENTS

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 6 – R (2)
DATE: December 7-8, 2022

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 2020](#). This agreement continues that partnership and provides for the same, running from January 1, 2023 through April 30, 2024. DOT will provide up to \$523,358 to SDSU to provide the services contained in the Statement of Work, which is affixed as an exhibit in Attachment I. SDSU will contribute \$17,458 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 20221207_6-R(2):

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 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 is a public institution of research and education, and has personnel able to perform the work; and,
3. State wants Contractor to perform the work.

The parties agree that 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 “2023 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, 2023, and ending April 30, 2024, 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 Twenty-Three Thousand Three Hundred Fifty-Eight Dollars (\$523,358.00), 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 Two Hundred Ten Thousand Dollars (\$210,000.00). 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 Two Hundred Eighty-Four Thousand Two Hundred Sixty-Nine Dollars (\$284,269.00). 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 Seventeen Thousand Four Hundred Fifty-Eight Dollars (\$17,458.00).

State will fund all of State's involvement in SDLTAP, including salaries, benefits, indirect costs, and expenses, to a level of approximately Eleven Thousand Six Hundred Thirty-One Dollars (\$11,631.00).

Changes in Scope

Contractor agrees changes in objectives and scope of the work which has 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 the 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.

Record Retention and Audit

All project charges will be subject to audit in accordance with the STATE'S current procedures and U.S. Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. The CFDA Number for these funds is 20.205. Allowable costs will be determined in accordance with 2 CFR Part 200.

The Contractor will maintain accurate cost accounting systems for all costs incurred under this Agreement and clearly identified with activities performed under this Agreement.

Upon reasonable notice, the Contractor will allow the STATE, through any authorized representative to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The Contractor will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

If the Contractor expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any Contractor fiscal year covered, in whole or in part, under this Agreement, then the Contractor will be subject to the single agency audit requirements of the US Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200. If the Contractor expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) during any Contractor fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the eligibility of services or costs and adherence to Agreement provisions.

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 and research results 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**, attached to and made a part of this Agreement, 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 current salvage value as determined by mutual agreement between Contractor and State, subject to applicable surplus property laws.

Contractor certifies that no costs for using any item of nonexpendable equipment purchased for the work have been included in the indirect costs that are 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 purpose 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, and 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 or 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 or not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Restriction of Boycott of Israel

In accordance with the State of South Dakota, Office of the Governor, Executive Order 2020-01, the following will apply to all contracts unless the amount being bid is less than \$100,000.00. By submitting a bid proposal for this contract, the Contractor certifies and agrees the following information is correct for the bidder and all subcontractors (all tiers) and suppliers with five (5) or more employees:

Contractor, in preparing the bid proposal or in considering proposals submitted from qualified potential suppliers and subcontractors, or in the solicitation, selection, or commercial treatment of any supplier or subcontractor; has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid proposal, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Department to reject the bid proposal submitted by Contractor on this contract and terminate any contract awarded based on the bid. Contractor agrees to provide immediate written notice to the Department if, during the term of the contract awarded to Contractor, Contractor no longer complies with this certification. Contractor further agrees such noncompliance may be grounds for contract termination.

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.

Employment Status

Any officer, employee, or agent deployed in joint action under this Agreement will remain an officer, employee, or agent of his or her governmental entity during participation in joint action under this Agreement. Contractor and State will each retain exclusive responsibility for their officers, agents, and employees while they are deployed in joint action under this Agreement, including, but not limited to 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.

Worker Protection

Contractor will perform all work within a highway right-of-way in accordance with State's standards for work zone traffic control and to request necessary traffic control from State two (2) weeks in advance of anticipated work.

Contractor agrees that all of Contractor's employees working within a highway right-of-way who are exposed either to traffic (vehicles using the highway for purposes of travel) or to work vehicles or construction equipment will wear high-visibility safety apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" (see Section 1A.11), or equivalent revisions, and labeled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure.

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 (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 may be 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 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 this 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.

Supersession

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 filling 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 party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party'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: _____

Joel M. Jundt

Title: _____

Title: Department Secretary

Date: _____

Date: _____

Recommended

By: _____

Name: Thad M. Bauer

Title: Research Program Manager

Date: _____

Approved as to Form:

By: Dustin W. DeBoer

Special Assistant Attorney General

State Agency Coding (MSA Center): 111224

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: Thad Bauer, 605.773.4404, thad.bauer@state.sd.us

Acknowledgment

STATE OF SOUTH DAKOTA)
) SS
 COUNTY OF BROOKINGS)

On this the ____ day of December, 2022, before me _____, a notary public, personally appeared _____, who acknowledged himself/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

My commission expires: _____

[Notary Seal]

Acknowledgment

STATE OF SOUTH DAKOTA)
) SS
 COUNTY OF HUGHES)

On this the ____ day of December, 2022, before me _____, a notary public, personally appeared Joel M. Jundt, 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

My commission expires: _____

[Notary Seal]

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, the 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, the 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 and 508 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 agrees to 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 agrees to 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 agrees to 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 agrees to 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 research.

(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.

2023 SDLTAP WORK PLAN

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 **\$523,358**. Of that amount, **\$210,000** is requested from the Federal Highway Administration's Local Technical Assistance Program (LTAP). The remaining amount of **\$313,358** will be obtained from various state and local agencies as outlined in Attachment 3. Contract period is 16 months: January 1, 2023 to April 30, 2024.

Greg Vavra
SDLTAP Program Manager

Nadim Wehbe, PhD, PE
SDLTAP Director

Bruce Berdanier, PE, LS, FASCE, Dean
Jerome J. Lohr College of Engineering

Daniel Scholl VP
For Research & Sponsored Programs

**SOUTH DAKOTA LOCAL TRANSPORTATION
ASSISTANCE PROGRAM (SDLTAP)**

**WORK PLAN AND BUDGET
FOR CONTRACT YEAR 2023**

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INTRODUCTION

The South Dakota Local Transportation Assistance Program (SDLTAP) has now served local transportation agencies throughout South Dakota for 34 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 2023 SDLTAP Work Plan provides a 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 Thad Bauer 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.

In 2023, the annual contribution from FHWA was increased from \$150,000 to \$210,000 annually. The \$60,000 increase will be used to provide additional match from the SDDOT, allow travel to NLTAPA events, and increase our presence in both training and technical assistance to customers. SDLTAP is looking to add an additional staff member in 2023 which would have not been possible without the increase. SDLTAP's customer base continues to grow and the needs and time requirements to complete our tasks will require additional staff.

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
- SD APWA

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.

REVIEW OF SDLTAP ACTIVITIES IN 2022

As of November 1, 2022, SDLTAP conducted or actively participated in 45 training sessions in 2022. The data compiled thus far shows 917 people participated in 2,257 cumulative hours of training. 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, allocates, and approves 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. Our customers are also able to access recorded trainings and make them available to their staff at any time.

Again, in 2023, there will continue to be 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. We will also look at new ways to reach our customers through online platforms where we can remotely communicate with customers anywhere at any given time. We currently have access to many online training options that we are trying to integrate into our customers training plans.

In 2023, 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 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 aggregate quality to many agencies in 2023. We continue to see lack of a defined specification for gravel road projects, 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:

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.

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.

General road safety issues ranging from simple questions on sign installation to realignment of road sections to correct safety problems.

Assistance with processes such as gravel road reshape, placing new surface gravel and the correct way of preparing the surface for stabilization.

Assistance in assessing road conditions and making presentations to commissions and councils.

Providing resources and information to elected officials to help guide decisions which will impact their respective organizations moving forward.

SDLTAP coordinated three conferences in 2022. In February, SDLTAP hosted the 62nd Annual SD Asphalt Conference. The conference was well received, with 147 in attendance. 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 37th Annual Regional Local Road Conference in Rapid City, SD. This year we had a great agenda geared towards innovation at the local level. We had many high-level speakers that discussed pavement maintenance, safety, gravel roads and winter maintenance. We will once again utilize 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 2023. Next year's conference will be at the Sioux Falls Convention Center. This venue will provide ample space to the growing conference. Finally, in December, SDLTAP coordinated the annual SD Association of Towns and Townships Annual Meeting, which will be held in Sioux Falls on December 9th and 10th. These three conferences will bring over 600 local road managers, engineers, and elected officials together to provide training and networking opportunities. SDLTAP also supports the annual County and Municipal League conventions and is committed to build on these accomplishments in 2023.

HOW SDLTAP WILL DELIVER ITS SERVICES IN 2023

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 to 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 Road Conference in Sioux Falls and the SD Asphalt Conference in Pierre.
5. Visit each new highway superintendent within the first three months of employment. This is key to the success of many of the new superintendents who have little or no managerial experience. Supply them with necessary documents and books to insure they have the needed resources to perform their duties.

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 2022. 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 Facebook 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 continues 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. Thad Bauer, 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 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.

In 2023, SDLTAP plans to collaborate with NDLTAP to provide a series of training events. The two organizations will team up to provide training in many areas of the two states where we can efficiently travel and reach many customers. Each program has experts in many different technical areas which we will utilize to strengthen the areas of weakness in our training programs. We will work on three major topics with the expansion of curriculum as needed in the area we are training. The primary training will consist of bridge training, gravel road maintenance and materials and pavement maintenance. We will choose other topics as needed and defined by the region we will be training within. Our partnership with NDLTAP has been proven very successful in the past and we will expand the partnership in 2023.

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, which was originally developed by SDLTAP using a simple Microsoft Excel™ spreadsheet, was modified by the Upper Great Plains Transportation Institute and is now available online to help local management and elected officials make databased decisions on the best rehabilitation option.

Some time and effort need to be reserved in 2023 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 the services we are promising to our customers. We will strive to be as efficient as possible in scheduling training, making sure advertisement 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. In 2023, SDLTAP will also provide training, news media blasts and workshops to help our customers understand what BIL will mean to them and how to access the funds. BIL is a bipartisan infrastructure bill which will include many funding opportunities to our local customers and partners.

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 Division (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
- Dust Busters Inc.
- RDO Equipment
- Other LTAPs nationwide
- Recognize our partnership with NELTAP, COLTAP, NDLTAP, WYLTAP and MTLTAP as partners in the Regional Local Road 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 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 13 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 Road Conference and managing the SD Asphalt Conference in 2023. In 2023 the Asphalt Conference will have a new location after 62 years in its current location. The move is to provide a more conference friendly environment and more centralize the conference geographically to the asphalt needs of South Dakota. The 38 Annual Local Road Conference will also move to Sioux Falls to better serve the growing conference. In 2023, it will be our first conference after 38 years to bring large equipment and vendors together under one roof. SDLTAP plans to expand the footprint of the conference in 2023 to allow more customers from other states to attend. 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 has been awarded a 2-year grant in partnership with UPGTI in North Dakota to conduct Tribal outreach in South Dakota. SDLTAP will provide technical services as well as training to all 9 Tribes in South Dakota. SDLTAP will also have an annual meeting with each Tribe to discuss the past year's work and discuss the needs of the Tribes moving forward. SDLTAP will look to add one additional part time employee in 2023 to enhance their Tribal program as well as serve the LTAP customers in a timely manner. SDLTAP is looking into the possibility of hosting a day and half workshop to enhance the Tribal workforce development.

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 1-800-422-0129 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 define costs more accurately in their five-year plans.
- c) Continue to work on developing resources and training about alternatives to paving.
- d) Provide technical assistance during on-site visits utilizing the experience of our staff at a practical level.
- e) Manage the 2022 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, LTAP/TTAP, 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 to be held in Sioux Falls, SD in 2022. Trudy Anderson, SDLTAP's Program Assistant, will continue to manage registration and budget for the conference as a service to our neighbors in eight 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 16.

ATTACHMENT 1: SDLTAP STAFF**Office and Administrative Staff:**

Dr. Nadim Wehbe, 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

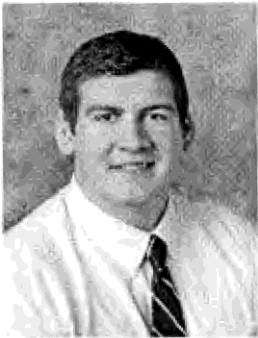
Mr. Gill Hedman, Technical Assistance Provider, Central

ABBREVIATED RESUMES OF STAFF – 2021

Dr. Nadim Wehbe, PhD, PE - Nadim is the John M. Hanson Professor in Structural and Construction Engineering and head of the Civil and Environmental Engineering department. He also has served as the SDSU program director of the program Mountain Plains Consortium (MPC) University Transportation since he established the program in 2007. His main research interests include resilient and sustainable transportation infrastructural systems and bridge engineering. He is a fellow of the American Society of Civil Engineers (F.ASCE), the American Concrete Institute (F.ACI), and the Structural Engineering Institute (F.SEI).



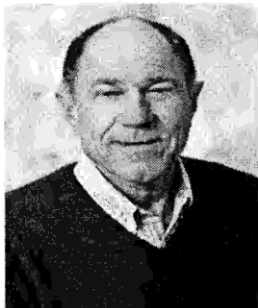
Greg Vavra - In October 2012, Greg started as SDLTAP's Field Services Manager and became Program Manager in October 2015. He previously worked as Jerauld County's Highway Superintendent for 18 years and has served as Mayor of Wessington Springs for the past 13 years. Greg provides technical assistance 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.



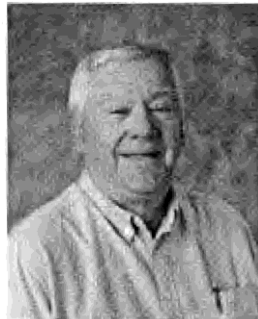
Andrew Peterson - Andrew joined LTAP as the field services manager in March 2016. He received his Bachelor of Science degree from South Dakota State University in Construction Management with a minor in Business. He served in the Air National Guard as a Pavement and Construction Equipment Specialist. 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.



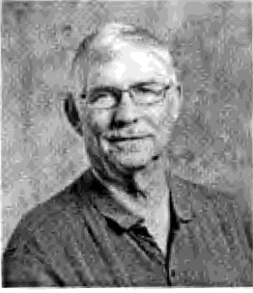
Trudy Anderson - Trudy joined LTAP in July 2017. She worked 9 years for SDSU in the Division of Technology & Security as a Budget Assistant. Prior to working for SDSU, she worked in various administrative and accounting positions in Brookings. Trudy has an associate degree in Executive Secretarial from 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 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.

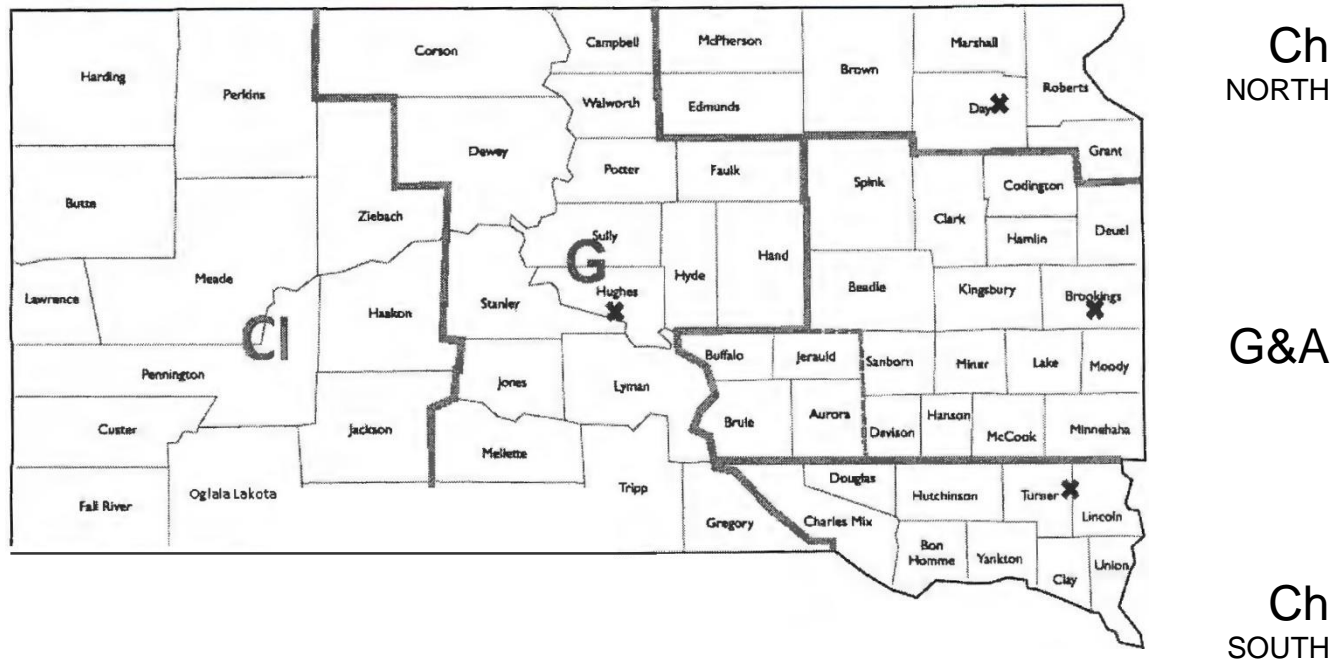


Gil Hedman - Gil joined SDLTAP in July 2017 and has been involved in road and bridge for many years. Gill is a graduate of the South Dakota School of Mines in 1975 with a BS in Civil Engineering, Gill worked 29+ years with South Dakota Department of Transportation the last 25 as Pavement Design Engineer specializing in pavement design, pavement rehabilitation, and pavement preservation activities.

Staff Changes:
None

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.



Geographic Areas for Tech Assistance & Dept Visits

CI - Cliff (13 counties)

G - Gill (17 counties)

G&A - Greg & Andrew (20 counties)

Ch - Chuck (16 counties)

Location of SDLTAP Staff X

ATTACHMENT 3: PROPOSED BUDGET FOR 2023 CALENDAR YEAR						
SALARY AND WAGES	FTE	SDSU		SDDOT	Total	SDSU FTE
		Billed	Donated	Donated		Fringe Calcs
Director (N Wehbe) (Less 10% Donated)	0.10	9,602	7,771		\$ 17,373	0.10
Program Manager (Vavra)	0.85	65,854			\$ 65,854	1.00
Program Assistant (Anderson)	0.90	39,103			\$ 39,103	1.00
Field Services Manager (Peterson)	0.90	62,127			\$ 62,127	1.00
Technical Assistance Provider (Fromelt)	0.30	19,467			\$ 19,467	0.40
Technical Assistance Provider (Reuer)	0.30	22,452			\$ 22,452	0.40
Technical Assistance Provider (Hedman)	0.30	18,425			\$ 18,425	0.40
Technical Assistance Provider (New Hire) (6 months' salary)	0.40	9,388			\$ 9,388	0.40
SDDOT Contact (Bauer)	0.05			5,589	\$ 5,589	
SDDOT Contact (Twiss)	0.05			2,068	\$ 2,068	
Subtotal	4.15	246,418	7,771	7,657	\$ 261,846	4.70
FRINGE BENEFITS		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
SDSU (15.0%+9,872/FTE) -- PT FTE/Fringe at 9%		59,190	1,726		\$ 60,916	
SD DOT (51.9% S&W)				3,974	\$ 3,974	
Subtotal		59,190	1,726	3,974	\$ 64,889	
TRAVEL & PERDIEM		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
National/Regional LTAP Travel		20,000			\$ 20,000	
All Other Travel-Trng & Tech Support		10,000			\$ 10,000	
Advisory Board		500			\$ 500	
Subtotal		30,500			\$ 30,500	
VEHICLES		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
Car Lease at SDSU		15,420			\$ 15,420	
Car Lease in Pierre		8,655			\$ 8,655	
Subtotal		24,075			\$ 24,075	
PUBLICATIONS AND POSTAGE		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
Newsletters & Marketing		900			\$ 900	
Subtotal		900			\$ 900	
OTHER DIRECT COSTS		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
Supplies & Copying		1,000			\$ 1,000	
Telephones		3,415			\$ 3,415	
Meeting Rooms		1,500			\$ 1,500	
National LTAP Dues		750			\$ 750	
Publications & Videos		1,400			\$ 1,400	
Training Consultants		12,000			\$ 12,000	
Training Computers & Equipment		5,000			\$ 5,000	
Subtotal		25,065	-	-	\$ 25,065	
TOTAL DIRECT COSTS		386,148	9,497	11,631	\$ 407,276	
INDIRECT COSTS		SDSU		SDDOT	Total	
		Billed	Donated	Donated		
SDSU (28%) total direct billed & (1.34%) donated costs		108,121	5,174		\$ 113,296	
SDSU (29.34%) of total direct donated costs			2,786		\$ 2,786	
Subtotal		108,121	7,961		\$ 116,082	Grand Total
GRAND TOTAL by Organization		494,269	17,458	11,631	\$ 523,358	523,358
FUNDING SOURCES		AMOUNT	PERCENT			
FHWA Local Technical Assistance Program		\$ 210,000	40.13			
SD Local Road & Bridge Fund		\$ 284,269	54.32			
SDSU (donated)		\$ 17,458	3.34			
SDDOT (donated)		\$ 11,631	2.22			
TOTAL		\$ 523,358	100.00			

ATTACHMENT 4: ANNUAL WORK PLAN ADDENDUM

LTAP Center: South Dakota

Period of Performance: October 1, 2022 - December 31, 2022

Address the following components (only address time of addendum)

- No change in center personnel resources.
- Planned training. See Table 1 below.
- We continue to work on state works groups. Ex. STIP, EDC, and research panels.
- We will continue as much as in-person training as possible.

TRAINING

Four training courses will be presented during the fourth quarter of CY2022:

Course Title	Delivery Method	Duration (hours)	Delivery Period (month/year)	Delivery Location	Trainer/ Organization
Motor Grader	In Person	8	Oct & Nov 2022	Multiple	SDLTAP
Region Training	In Person	6	Nov & Dec 2022	Multiple	SDLTAP
SD Association of Towns and Townships	In Person	8	Dec	Sioux Falls	SDLTAP
Snow and Ice	In Person	1	Dec	Multiple	SDLTAP

BUDGET

We expect to expend approximately 25% of the CY2022 budget during this quarter of the year. Exact expenditure amounts will not be known until mid-January 2023.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 6 – R (3)
DATE: December 7-8, 2022

SUBJECT

SDSU & SD Department of Agriculture and Natural Sources Joint Powers Agreement – Ash Tree Herd Immunity Investigation

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

The South Dakota Department of Agriculture and Natural Resources (DANR) desires to renew its Joint Powers Agreement (JPA) with South Dakota State University (SDSU) to continue conducting an investigation of herd immunity with ash trees treated by injections with emamectin benzoate. The JPA set forth in Attachment I would run through May 31, 2023, with a total project cost not to exceed \$122,300. DANR will provide up to \$61,150 to SDSU, with SDSU providing matching funds equal to the amount paid by DANR, but not in excess of \$61,150.

BOR Policy 5:3 (“Contracts Requiring Board Action...D. Joint powers agreements”), requires Board approval of JPAs. As such, Board approval of the JPA set forth in Attachment I is necessary.

IMPACT AND RECOMMENDATION

The attached JPA will allow SDSU to continue receiving funding from DANR to conduct an investigation of herd immunity with ash trees treated by injections with emamectin benzoate.

Staff recommends approval.

ATTACHMENTS

Attachment I – SDSU & SD Department of Agriculture and Natural Resources JPA

DRAFT MOTION 20221207_6-R(3):

I move to approve the Joint Powers Agreement in substantially similar form to that set forth in Attachment I.

ATTACHMENT I 2

JOINT POWERS AGREEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF AGRICULTURE AND NATURAL
RESOURCES
RESOURCE CONSERVATION & FORESTRY DIVISION
AND
SOUTH DAKOTA STATE UNIVERSITY

This Joint Powers Agreement ("Agreement" hereinafter) made and entered into by and between the South Dakota Department of Agriculture and Natural Resources, Resource Conservation and Forestry Division, an agency of the State of South Dakota, 523 East Capitol Ave., Pierre, SD 57501-3182, (hereinafter "DANR") and the South Dakota State University, 1015 Campanile Ave, SAD 200, Box 2201, Brookings, SD 57007 (hereinafter "SDSU").

I.
GENERAL PROVISIONS

A. DANR and SDSU hereby enter into this Agreement in consideration of and pursuant to the terms and conditions set forth herein.

SDSU and DANR will perform those services described in the Work Plan, attached hereto as Exhibit A "An investigation of herd immunity with ash trees treated by injections with emamectin benzoate" and by this reference incorporated herein.

1. This Agreement shall commence on the date last signed and end on May 31, 2023, unless sooner terminated pursuant to the terms hereof.

2. DANR will make payment for services as provided in Exhibit A. The total contract amount will not exceed \$122,300. The contract amount is comprised of up to \$61,150 to be paid by DANR and SDSU matching funds up to equal to the amount paid by DANR, but not in excess of \$61,150. Payments will be made upon submission of non-cash vouchers from SDSU. Documentation of expenditures is necessary to show that the required match for federal funds has been met by SDSU.

3. SDSU may charge an administrative fee or indirect charge equal to the indirect rate allowed by the United States Forest Service for federal grants provided to DANR. For this agreement, the DANR indirect rate is 13 percent. The difference between the SDSU's administrative fee and the allowed indirect rate for DANR may be used as in-kind match upon written agreement between DANR and SDSU.

4. SDSU agrees to report to DANR any event encountered during performance of this Agreement which results in injury to a person or property of third parties, or which may otherwise subject SDSU or DANR to liability. SDSU shall report any such event to DANR immediately upon discovery. SDSU's obligation under this section shall only be to report the occurrence of any event to DANR and to make any other report provided for by their duties or applicable law. SDSU's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to DANR under this section shall not excuse or satisfy any obligation of SDSU to report any event to law enforcement or other entities under the requirements of any applicable law.

5. This Agreement may be terminated by DANR or SDSU hereto upon thirty (30) days written notice. In the event SDSU breaches any of the terms or conditions hereof, this Agreement may be terminated by DANR at any time with or without notice. If termination for such default is affected by DANR, any payments due to SDSU at the time of termination may be adjusted to cover any additional costs to DANR because of SDSU's default. Upon termination DANR may take over the work and may award another party an agreement to complete the work under this Agreement. If after DANR terminates for a default by SDSU it is determined that

SDSU was not at fault, then SDSU shall be paid for eligible service rendered and expenses incurred up to the date of termination.

6. This Agreement depends upon the 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, this Agreement will be terminated by DANR. Termination for any of these reasons is not a default by DANR nor does it give rise to a claim against DANR.

7. This Agreement may not be assigned without the express prior written consent of DANR. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

8. This Agreement shall be governed by and construed in accordance with the laws of South Dakota without regards to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

9. SDSU will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

10. SDSU may not use subcontractors to perform the services described herein without the express prior written consent of DANR. SDSU will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify DANR, and to provide insurance coverage for the benefit of DANR in a manner consistent with this Agreement. SDSU will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

11. Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to Gregory Josten on behalf of the DANR, Dr. James J. Doolittle on behalf of SDSU, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

12. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

13. 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 herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

II. JOINT POWERS

DANR and SDSU agree to the following provisions pursuant to the Joint Powers Act (SDCL 1-24):

1. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described herein will be financed and conducted under the provisions of this agreement by DANR and SDSU respectively. Each party has responsibilities under the terms of this Agreement and no joint board or joint administrator will be used. Purchase and maintenance of equipment used to fulfill the agreement will be undertaken by the respective agencies as described herein. No real property will be purchased to use for this Agreement.
2. A copy of this Agreement will be filed by DANR, with the Attorney General and Legislative Research Council not more than 14 days after the execution as required by SDCL 1-24-6.1.
3. All parties must comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C 2000d) and, in accordance with Title VI of that act, no person in the United States shall, on the grounds of race, color, or national origin, be exclude from participating in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediate take any measures necessary to effectuate this agreement.
4. Nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a party or third party 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.
5. The parties signify their agreement to this work plan by the signatures affixed below.

IN WITNESS WHEREOF, the parties signify their agreement effective the date first written by the signatures affixed below.

SDSU

STATE OF SOUTH DAKOTA

(Date)

(Date)

(Print/ Signature)

Assistant Vice President for Research
Development and Administration

(title)

Hunter Roberts

Secretary

South Dakota Department of Agriculture
and Natural Resources

Exhibit A

An investigation of herd immunity with ash trees treated by injections with emamectin benzoate

Summary

Emerald ash borer (EAB) (*Agrilus planipennis*) is a lethal threat to North American ash (*Fraxinus* spp). The survival of untreated trees is less than one or two percent. The most common strategies for community management of this insect is by removing infested trees and treating trees. Another possible strategy to reduce treatment costs is examine whether herd immunity is an effective tool for managing EAB. This study will evaluate the effectiveness of this strategy and determine what percentage of trees must be treated to achieve this indirect protection from EAB.

Background

Herd immunity is a strategy mentioned in community EAB management plans. Herd immunity occurs when treating a portion of a population extends indirect protection to untreated members. If a percentage of ash trees in a community are treated, this may provide protection to nearby untreated trees.

This strategy could decrease the cost of EAB management. However, there is little research data to support its application. An identified interest of the Forest Service Pesticide Impact Assessment Program is the efficacy of trunk injection of emamectin benzoate.

If ash trees are treated by trunk injection with emamectin benzoate:

- 1) Is herd immunity an effective strategy for slowing tree mortality?
- 2) If so, what is the percentage of trees that must be treated to provide indirect protection to nearby untreated trees and over what distance does this protection occur?

Overview

The study will be in Sioux Falls South Dakota where EAB was confirmed in 2018. Sioux Falls requires all commercial EAB applicators to 1) only use trunk injections, and 2) tag and report the location, diameter, insecticide product, and rate for every tree treated regardless of ownership. Approximately 15% of the 84,000 ash have been treated in the community to date.

Objective #1 – Determine whether herd immunity is an effective management strategy.

Using Sioux Fall's treated trees database, trees treated in 2018 and 2020 will be selected and all untreated ash with a 90 m radius of these ash examined for current or past EAB infestations.

Objective #2 – Determine what percentage of trees must be treated to achieve herd immunity.

Neighborhoods with clusters of treated ash trees will be selected and untreated ash within a 90 m radius of the cluster inspected for present or past EAB infestations.

Note: This study/project involves the use of pesticides, but the findings are not intended to be submitted to the U.S. Environmental Protection Agency in support of a research or marketing permit. This research is therefore not covered by the Federal Insecticide, Fungicide, and Rodenticide Act Good Laboratory Practices regulations. The results of such a study may not be accepted by the EPA if the study is submitted to EPA at a later date.

Methods

Trees treated with emamectin benzoate in neighborhoods with ash density greater than 8 trees/ha and where EAB is present will be sampled. One hundred ash trees, between 30 and 40 cm dbh, treated in 2018 and repeated in 2020, will be selected. Circles will be established around each treated tree at 15, 30, 60 and 90 m intervals. Every untreated ash larger than 2.5-cm within each circle will be examined to determine current or past EAB infestation. An aerial lift and climbers will be used to conduct canopy inspections to determine whether an ash tree is infested and by dissecting branches samples to determine how long it has been infested. At least 50 neighborhoods with grouping of treated ash, where adjacent property owners have treated anywhere from two to 20 trees will be studied in a similar manner as above. We will utilize zero-inflated generalized liner models to assess the effect of treating on untreated trees over time.

Outcomes

A formal report of the results and our conclusions submitted to the granting agency and Sioux Falls. The report on the value of herd immunity will be posted on the DANR website. The report will discuss whether our results indicate herd immunity has an application in management, and if so, what percentage of the ash population may require treating and the distances in which nearby ash receive indirect protection.

The results will also be prepared for submission to *Arboriculture & Urban Forestry*, a peer-review journal widely read by city foresters in the United States and Canada. The results, whether they show herd immunity works, or not, will be of value to communities preparing to manage this insect or are in the initial phase of an infestation.

Budget	Requested funds	Non-federal match	Match source
Salary	\$38,000	\$37,860	SDSU
Travel for collection	\$3,500	\$3,000	Industry (tree companies)
Travel for meetings			
Travel for others	\$543		
Contracting	\$9,250	\$4,000	SD Arborist Association
Equipment		\$2,500	SDSU
Supplies	\$750		
Overhead	\$9,107	\$13,790	Unrecoverable overhead from SDSU at rate of 48.5%
Totals	\$61,150	\$61,150	

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 6 – S
DATE: December 7-8, 2022

SUBJECT

SDSU Football Stadium FY22 Financials

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

At the December 2013 Board of Regents meeting, the Board 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 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.

The stadium's fiscal year 2022 actual financial performance, as well as projections for future years are included in Attachment I.

As of June 30, 2022, the stadium fund had a cash balance of \$166k - the stadium M&R fund had a cash balance of \$817k - and the Stadium Debt Service Reserve had a cash balance of \$2.4M.

In terms of changes in income, revenue returned to its pre-pandemic levels. Totals were slightly lower than projected. The variance is still within acceptable limits given all the health concerns and economic uncertainty in today's world.

In FY22, total operating expenses exceed projections, with facility maintenance costs and gameday expenses exceeding projections by more than 100%. SDSU transferred \$150k to the Stadium R&R fund in FY22, which was less than projected.

(Continued)

INFORMATIONAL ITEM

IMPACT AND RECOMMENDATIONS

In FY22, the debt service coverage ratio was 1.09, meaning the stadium produced enough revenue to cover its bills and debt payments. However, the cushion of .09 must be improved upon moving forward to accommodate the stadium's future M&R needs.

ATTACHMENTS

Attachment I – SDSU Football Stadium Financial Information

SDSU Football Stadium Historical and Projected Financial Update(in \$000's)

Ref		Actuals						Projected				
		FY17 Actuals	FY18 Actuals	FY19 Actuals	FY20 Actuals	FY21 Actuals	FY22 Actuals	FY22 Budget	FY23	FY24	FY25	FY26
	OPERATING REVENUES											
1	Ticket Sales - SDSU Football	\$447	\$489	\$322	\$474	\$191	\$476	\$541	\$581	\$581	\$581	\$621
2	Ticket Sales - SDSU Football (Sixth Game)	\$141	\$107	\$140	\$115	\$0	\$115	\$116	\$124	\$124	\$124	\$133
3	Ticket Sales SDSU Football- Demand Games	\$712	\$832	\$571	\$761	\$0	\$764	\$917	\$850	\$963	\$893	\$1,011
4	Facility Fee (\$2/ticket sold)	\$83	\$105	\$65	\$75	\$26	\$89	\$105	\$105	\$105	\$105	\$105
5	Premium Seating Leases	\$2,169	\$1,883	\$2,043	\$1,986	\$1,219	\$1,981	\$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	\$283	\$292	\$300	\$300	\$310	\$319	\$328	\$338
	Addtl Advertising funds (Athletics)					\$1,200						
7a	Interest Revenue	\$201	\$31	\$20	\$54	\$67	\$41	\$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	\$108	\$4	\$152	\$119	\$125	\$131	\$138	\$145
10	Net Catering	\$44	\$45	\$45	\$38	\$0	\$0	\$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	\$0	\$27	\$34	\$35	\$36	\$37	\$38
13	Other Revenue	\$47	\$40	\$56	\$53	\$0	\$50	\$64	\$67	\$70	\$74	\$77
14	Total Revenue	\$4,090	\$3,928	\$3,871	\$3,978	\$2,999	\$3,995	\$4,253	\$4,297	\$4,474	\$4,468	\$4,703
15												
16												
17	Existing Football Ticket Sales	(\$649)	(\$662)	(\$675)	(\$689)	\$0	(\$600)	(\$717)	(\$731)	(\$745)	(\$760)	(\$776)
18	Existing Football Concessions	(\$40)	(\$41)	(\$42)	(\$42)	\$0	(\$40)	(\$44)	(\$45)	(\$46)	(\$47)	(\$48)
19	Existing Football Event Parking	(\$38)	(\$39)	(\$40)	(\$40)	\$0	(\$40)	(\$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	\$3,207	\$2,999	\$3,315	\$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	\$63	\$87	\$145	\$114	\$116	\$117	\$118	\$119
26	Utilities	\$48	\$58	\$72	\$64	\$122	\$103	\$65	\$67	\$69	\$71	\$73
27	Annual Facility Operating Costs	\$19	\$20	\$36	\$25	\$125	\$124	\$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	\$11	\$9	\$0	\$29	\$29	\$30	\$30	\$30
31	Gameday Expenses	\$57	\$64	\$78	\$118	\$0	\$156	\$72	\$74	\$76	\$79	\$81
32	Insurance/Service Fee (3% Bldg Authority)	\$78	\$78	\$78	\$78	\$78	\$78	\$77	\$77	\$77	\$77	\$77
33	Total Operating Expenses	\$254	\$358	\$402	\$359	\$421	\$606	\$380	\$387	\$393	\$400	\$406
34												
35												
36												
37	Facility Related Expenses and Transfers											
38	Annual Debt Service	\$2,514	\$2,510	\$2,510	\$2,510	\$2,510	\$2,511	\$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	\$448	\$0	\$150	\$777	\$793	\$809	\$825	\$858
42	M&R Additional Contribution	\$0	\$0	\$0	\$0	\$0	\$0	\$210	\$0	\$0	\$0	\$0
43	Additional Debt Service Reserve	\$0	\$0	\$0	\$54	\$67	\$0	\$0	\$0	\$0	\$0	\$0
44	Total Facility Related Expenses	\$2,656	\$2,754	\$2,797	\$3,012	\$2,577	\$2,661	\$3,501	\$3,304	\$3,321	\$3,339	\$3,372
40	Transfer from Debt Service Reserve	\$0	\$0	(\$267)	\$0	\$0	(\$39)	(\$440)	(\$230)	(\$80)	(\$130)	\$0
45	TOTAL EXPENDITURES	\$2,910	\$3,112	\$2,932	\$3,371	\$2,998	\$3,228	\$3,441	\$3,461	\$3,634	\$3,609	\$3,778
46	Total Revenue / Expenditures net	\$173	\$74	\$182	(\$164)	\$1	\$87	\$9	\$17	\$4	\$8	\$56
47	Ending Cash Balance	\$173	\$247	\$382	\$73	\$85	\$166	\$396	\$413	\$418	\$426	\$482
48	Debt Service Coverage Ratio	1.13	1.13	1.08	1.13	1.03	1.08	1.22	1.23	1.29	1.28	1.36

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance **Consent**

AGENDA ITEM: 6 – T
DATE: December 7-8, 2022

SUBJECT

Reduced Tuition Annual Report

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:5:1](#) – Tuition and Fees: On-Campus Tuition

[SDCL § 3-20-1](#) – Reduced Tuition for Certain State Employees

[SDCL § 33-6-5](#) – Tuition Benefits for National Guard Members

[SDCL § 13-55-2](#) – Veterans Entitled to Free Tuition at State Institutions

[SDCL § 13-55-6](#) – Free Education of Children of Residents Who Died During Service in the Armed Forces

[SDCL § 13-55-10](#) – Free Tuition to Child or Spouse of NG Member Disabled or Deceased in the Line of Duty

[SDCL § 13-55-11](#) – Free Tuition and Fees for Visually Impaired Persons

[SDCL § 13-55-22](#) – Free Tuition for Survivors of Certain Firefighters, Certified Law Enforcement Officers, and Emergency Medical Technicians

[SDCL § 13-55-24](#) – Reduced Tuition for Elementary or Secondary Teachers or Vocational Instructors

BACKGROUND / DISCUSSION

Board Policy 5:5:1 outlines the tuition reduction programs available to students. The tuition reduction programs included in this report cover both Board approved and legislatively mandated programs and relate to on-campus courses for the 2022 academic school year (Summer 2021, Fall 2021, and Spring 2022).

BOARD APPROVED PROGRAMS

- Persons 65 Years of Age or Older (SC): The tuition for resident students sixty-five (65) years of age or older during the calendar year enrolled shall be one-fourth (1/4) of the cost of resident tuition.
- Graduate Fellows and Assistants (GA/GAS): Resident graduate assistants and graduate student fellows shall be assessed 53% of the resident graduate tuition rate for all on-campus courses, nonresidents shall be assessed 63%.

(Continued)

INFORMATIONAL ITEM

- Reserve Officer Training Corps Cadets (ROT): South Dakota residents who are junior and senior students and who are contracted senior Reserve Officer Training Corps (ROTC) cadets shall be charged fifty percent (50%) of the undergraduate resident tuition rate established by the Board of Regents for not more than four semesters.
- Western Regional Graduate Program (WRG): Students from the WICHE states can participate in the Western Regional Graduate Program. The graduate programs that have been approved by the Board for South Dakota allow students to pay in-state tuition rates.
- Children of Alumni (COAB/COAD/COAN/COAM/COAS/COAU): Effective summer 2015, first-time freshmen and new transfer students who attend the same university where their parent or legal guardian received a degree, provided the student meets eligibility criteria established by the home institution, shall be assessed the resident tuition rate. This reduced rate is available only at the undergraduate level.
- South Dakota Advantage (ISR): First-time freshmen and new transfer students from Colorado, Iowa, Montana, Nebraska, North Dakota, and Wyoming beginning with the summer 2019 term shall be assessed the resident tuition rate. This reduced rate is available only at the undergraduate level.

LEGISLATIVE APPROVED PROGRAMS

- Child of Deceased Veteran (SDCL § 13-55-6) (CDV): Any person under the age of twenty-five years, a resident of this state, and is a child of a deceased parent, mother or father who was a veteran as defined in § 33-17-2, is entitled to free tuition to pursue any course of study in any state educational institution under the control and management of the Board of Regents.
- Dependents of National Guardsmen Disabled or Deceased in Line of Duty (SDCL § 13-55-10) (DDD): South Dakota residents under the age of 25 years whose father, mother, or spouse died or sustained a total permanent disability resulting from duty as a South Dakota National Guard member, while on state active duty or any authorized training duty, shall be entitled to tuition without cost and be entitled to attend any course or courses of study.
- Employees of the State of South Dakota (SDCL § 3-20-1) (SDE): Employees of the state who meet eligibility requirements and are admitted to the university may be eligible for a fifty percent (50%) tuition reduction for undergraduate and graduate courses up to a maximum of six credit hours per semester.
- Survivors of Fire Fighters, Certified Law Enforcement Offices and Emergency Medical Technicians (SDCL § 13-55-22) (SFP): If a firefighter or certified law enforcement officer or an emergency medical technician dies as a direct result of injuries received in performance of official duties, the survivor, upon being duly accepted for enrollment into any state-supported university of higher education or state-supported technical or

vocational school, shall be allowed to obtain a bachelor's degree or vocational degree for so long as the survivor is eligible, free of any tuition. However, the bachelor's degree or vocational degree shall be earned within a thirty-six month or eight semester period or its equivalent.

- Certain Elementary and Secondary Teachers and Vocational Instructors (SDCL § 13-55-24) (TC): Certain elementary and secondary school teachers and vocational instructors may pursue any undergraduate or graduate course on campus upon payment of fifty percent (50%) of tuition and 100% of required fees.
- Veterans and Others Who Performed War Service (SDCL § 13-55-2 through 13-55-4) (QV): Veterans and others who performed active war service may pursue any undergraduate course or courses without payment of charges for tuition for each month of qualified service or major fraction thereof a month in academic time. No eligible person shall be entitled to less than one nor more than four academic years of free tuition. Note: Many veterans will be coded as National Guard (NG), so the actual number of veterans qualifying will be understated.
- Dependents of Prisoner of War or Missing in Action (SDCL § 13-55-9.2) (DPM): Any dependent of a prisoner of war or a person missing in action, upon his being duly accepted for enrollment into any state-supported institution of higher education or state-supported technical or vocational school, shall be entitled to eight semesters or twelve quarters, free of tuition and mandatory fees other than subsistence expenses, for either full or part-time study, for so long as he is eligible.
- Visually Impaired Persons (SDCL §§ 13-55-11 through 13-55-13) (VH): Residents of South Dakota who are visually impaired and are eligible for admission may pursue any course of study without payment of tuition and fees that other students are required to pay directly to the university until they have received two hundred twenty-five (225) semester hours of credit or its equivalent.
- National Guard Members (SDCL § 33-6-5) (NG): All National Guard students are entitled to a benefit of fifty percent (50%) of the in-state resident tuition to be paid or otherwise credited by the Board of Regents. As of FY13, the Army's regulatory policy no longer allowed federal tuition assistance to be applied toward fees. Because this change would have meant a loss of \$1,800 to a full-time National Guard member, the Board staff worked diligently to find a solution. The Army agreed that the Board could apply the fifty percent (50%) reduced-tuition benefit to fees, allowing the full tuition to be paid with federal tuition assistance. The Board still only provides a benefit equivalent to fifty percent (50%) of the tuition, but it is applied to GAF, allowing the student to be eligible for more tuition assistance.

IMPACT AND RECOMMENDATIONS

The Board waived an estimated total of \$2,430,212 in tuition for National Guard members. When added to the \$11,649,727 for all other programs, the total tuition waived was \$14,079,938 for the 2022 academic year.

Attachment I provides the amount of tuition dollars waived for each of the programs listed above as well as the amount of student fees, tuition, and housing collected from participants in the reduced tuition programs.

ATTACHMENTS

Attachment I – All Campus Tuition Reduced Tuition Programs for Academic Year 2022 -
Estimate of System Tuition Waived/Tuition, Fees, and Housing Collected on
Reduced Tuition Programs

South Dakota Board of Regents
All Campus Reduced Tuition Programs for Academic Year 2022
Estimate of System Tuition Waived/ Tuition, Fees, and Housing Collected on Reduced Tuition Programs

Program	Academic Level	Campus	Number of		Per Cr Hour	Tuition Total	Regular Cost	Reduced Cost	Tuition Total	Student Fees	Room & Board	Total Revenue
			Students	Credit Hours								
Board Approved												
COAB-Univ Child of Alum	Undergrad	BHSU	5	81	\$ 357.25	\$ 28,937	\$ 253.85	\$ 20,613	\$ 8,324	\$ 4,082	\$ -	\$ 24,694
COAD-Univ Child of Alum	Undergrad	DSU, NSU	6	135	\$ 357.25	\$ 48,229	\$ 253.85	\$ 34,270	\$ 13,959	\$ 21,669	\$ 51,243	\$ 107,182
COAM-Univ Child of Alum	Undergrad	SDSM&T	30	767	\$ 408.05	\$ 312,974	\$ 260.55	\$ 199,842	\$ 113,132	\$ 510,326	\$ 463,926	\$ 1,174,094
COAS-Univ Child of Alum	Undergrad	SDSU, USE	330	7,611	\$ 376.10	\$ 2,862,497	\$ 259.10	\$ 1,971,997	\$ 890,500	\$ 1,779,298	\$ 1,894,750	\$ 5,646,046
ISCH- Nonresident Indian University of North America	Undergrad	USD	0	0	\$ 376.10	\$ -	\$ 259.10	\$ -	\$ -	\$ -	\$ -	\$ -
ISR - CO/MIT/WY Resident	Undergrad	BHSU	460	9,230	\$ 357.25	\$ 3,297,418	\$ 253.85	\$ 2,343,084	\$ 954,334	\$ 787,081	\$ 2,154,405	\$ 5,284,571
ISR - IA/NE/ND Resident	Undergrad	DSU, NSU	274	5,871	\$ 357.25	\$ 2,097,415	\$ 253.85	\$ 1,490,432	\$ 606,983	\$ 1,210,909	\$ 2,918,439	\$ 5,619,780
ISR - CO/NE Resident	Undergrad	SDSM&T	510	13,032	\$ 408.05	\$ 5,317,708	\$ 260.55	\$ 3,395,407	\$ 1,922,301	\$ 8,628,878	\$ 8,314,039	\$20,338,324
ISR - IA/NE Resident	Undergrad	USD	2,394	54,409	\$ 376.10	\$ 20,463,225	\$ 259.10	\$ 14,097,219	\$ 6,366,006	\$ 14,636,511	\$ 14,755,174	\$43,488,904
MIL - Military Reserves	Undergrad	BHSU	1	1	\$ 253.85	\$ 254	\$ 250.00	\$ 250	\$ 4	\$ -	\$ -	\$ 250
MIL - Military Reserves	Undergrad - Ctr/Remote	BHSU	46	268	\$ 354.75	\$ 95,073	\$ 250.00	\$ 67,065	\$ 28,008	\$ -	\$ 2,785	\$ 69,850
MIL - Military Reserves	Undergrad	DSU	19	394	\$ 253.85	\$ 100,017	\$ 250.00	\$ 98,375	\$ 1,642	\$ 185,002	\$ 32,996	\$ 316,373
MIL - Military Reserves	Undergrad - Ctr/Remote	DSU, NSU	105	1,130	\$ 354.75	\$ 400,868	\$ 250.00	\$ 283,627	\$ 117,241	\$ 56,528	\$ 15,267	\$ 355,422
MIL - Military Reserves	Undergrad	SDSU	2	5	\$ 260.55	\$ 1,303	\$ 250.00	\$ 1,250	\$ 53	\$ -	\$ -	\$ 1,250
MIL - Military Reserves	Undergrad	USD	2	31	\$ 259.10	\$ 8,032	\$ 250.00	\$ 7,750	\$ 282	\$ 631	\$ -	\$ 8,381
MIL - Military Reserves	Undergrad - Ctr/Remote	SDSU, USE	26	159	\$ 354.75	\$ 56,405	\$ 250.00	\$ 39,750	\$ 16,655	\$ 2,175	\$ -	\$ 41,925
ROT-ROTC Undergrad Resident Rate	Undergrad	SDSU	2	23	\$ 259.10	\$ 5,959	\$ 129.55	\$ 2,980	\$ 2,979	\$ 2,974	\$ -	\$ 5,954
SC-Senior Citizen	Undergrad	DSU	2	9	\$ 253.85	\$ 2,285	\$ 139.60	\$ 1,256	\$ 1,029	\$ 1,289	\$ -	\$ 2,545
SC-Senior Citizen	Graduate	NSU	1	3	\$ 333.25	\$ 1,000	\$ 183.30	\$ 550	\$ 450	\$ 123	\$ -	\$ 673
SC-Senior Citizen	Graduate	SDSU	1	3	\$ 340.15	\$ 1,020	\$ 187.10	\$ 561	\$ 459	\$ 153	\$ -	\$ 714
SC-Senior Citizen	Graduate	USD	1	4	\$ 340.15	\$ 1,361	\$ 187.10	\$ 748	\$ 613	\$ 221	\$ -	\$ 970
WRG-Western Regional Graduate Prog	Graduate	SDSM&T	24	257	\$ 680.25	\$ 174,824	\$ 338.90	\$ 87,097	\$ 87,727	\$ 54,440	\$ 27,484	\$ 169,022
WRG-Western Regional Graduate Prog	Graduate	NSU	2	33	\$ 622.15	\$ 20,531	\$ 333.25	\$ 10,997	\$ 9,534	\$ 1,351	\$ -	\$ 12,348
WRG-Western Regional Graduate Prog	Graduate	USD	9	134	\$ 654.05	\$ 87,643	\$ 340.15	\$ 45,580	\$ 42,063	\$ 20,782	\$ -	\$ 66,363
Legislative Approved												
QV-Qualified Veteran Undergrad	Undergrad - Ctr/Remote	BHSU	6	76	\$ 354.75	\$ 26,961	\$ 100.90	\$ 7,668	\$ 19,293	\$ 11,864	\$ 1,066	\$ 20,599
QV-Qualified Veteran Undergrad	Undergrad - Ctr/Remote	DSU, NSU	9	57	\$ 354.75	\$ 20,221	\$ 100.90	\$ 5,751	\$ 14,470	\$ -	\$ 455	\$ 6,207
QV-Qualified Veteran Undergrad	Undergrad - Ctr/Remote	SDSU, USE	9	64	\$ 354.75	\$ 22,704	\$ 95.65	\$ 6,114	\$ 16,590	\$ -	\$ 462	\$ 6,576
SDE-Resident SD Employee	Undergrad	BHSU	1	8	\$ 253.85	\$ 2,031	\$ 126.95	\$ 1,016	\$ 1,015	\$ -	\$ -	\$ 1,016
SDE-Resident SD Employee	Undergrad	NSU	4	24	\$ 253.85	\$ 6,092	\$ 126.95	\$ 3,047	\$ 3,045	\$ -	\$ -	\$ 3,047
SDE-Resident SD Employee	Undergrad	SDSM&T	2	15	\$ 260.55	\$ 3,908	\$ 130.30	\$ 1,955	\$ 1,954	\$ -	\$ -	\$ 1,955
SDE-Resident SD Employee	Undergrad	SDSU	6	32	\$ 259.10	\$ 8,291	\$ 129.55	\$ 4,146	\$ 4,145	\$ -	\$ -	\$ 4,146
SDE-Resident SD Employee	Undergrad	USD	6	48	\$ 259.10	\$ 12,437	\$ 129.55	\$ 6,218	\$ 6,219	\$ -	\$ -	\$ 6,218
SDE-Resident SD Employee	Undergrad - Ctr/Remote	BHSU	1	12	\$ 354.75	\$ 4,257	\$ 225.20	\$ 2,702	\$ 1,555	\$ -	\$ -	\$ 2,702
SDE-Resident SD Employee	Graduate	DSU	1	3	\$ 333.25	\$ 1,000	\$ 166.65	\$ 500	\$ 500	\$ -	\$ -	\$ 500
SDE-Resident SD Employee	Graduate	NSU	6	25	\$ 333.25	\$ 8,331	\$ 166.65	\$ 4,166	\$ 4,165	\$ -	\$ -	\$ 4,166
SDE-Resident SD Employee	Graduate	SDSM&T	6	6	\$ 333.25	\$ 2,000	\$ 166.65	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 1,000
SDE-Resident SD Employee	Graduate	SDSU	4	28	\$ 338.90	\$ 9,489	\$ 169.45	\$ 4,745	\$ 4,744	\$ -	\$ -	\$ 4,745
SDE-Resident SD Employee	Graduate	USD	27	220	\$ 340.15	\$ 74,833	\$ 170.10	\$ 37,471	\$ 37,362	\$ -	\$ -	\$ 37,471
SDE-Resident SD Employee	Grad - Ctr/Remote	SDSU	6	5	\$ 470.45	\$ 2,352	\$ 300.35	\$ 1,502	\$ 850	\$ -	\$ -	\$ 1,502
SDE-Resident SD Employee	Graduate	USD	35	292	\$ 340.15	\$ 99,324	\$ 170.10	\$ 49,669	\$ 49,655	\$ -	\$ -	\$ 49,669
SDE-Resident SD Employee	Grad - Ctr/Remote	USD	1	1	\$ 470.45	\$ 470	\$ 300.35	\$ 300	\$ 170	\$ -	\$ -	\$ 300
TC-Resident Teacher Certificate	Undergrad - Ctr/Remote	BHSU	46	182	\$ 354.75	\$ 64,458	\$ 227.85	\$ 42,941	\$ 21,517	\$ -	\$ -	\$ 42,941
TC-Resident Teacher Certificate	Undergrad - Ctr/Remote	DSU	7	22	\$ 354.75	\$ 7,805	\$ 227.85	\$ 5,013	\$ 2,792	\$ -	\$ -	\$ 5,013

South Dakota Board of Regents
All Campus Reduced Tuition Programs for Academic Year 2022
Estimate of System Tuition Waived/ Tuition, Fees, and Housing Collected on Reduced Tuition Programs

Program	Academic Level	Campus	Number of		Credit Hours	Per Cr Hour		Tuition Total	Tuition Total		Tuition Waived	Student Fees	Room & Board	Total Revenue	
			Students	Hours		Regular Cost	Reduced Cost		Regular Cost	Reduced Cost				Collected	
TC-Resident Teacher Certificate	Undergrad	NSU	3	14	\$ 253.85	\$ 3,554	\$ 126.95	\$ 1,777	\$ 1,777	\$ -	\$ 1,777	\$ -	\$ -	\$ 1,777	
TC-Resident Teacher Certificate	Undergrad - Ctr/Remote	NSU	13	68	\$ 354.75	\$ 24,272	\$ 227.85	\$ 15,589	\$ 15,589	\$ -	\$ 8,683	\$ -	\$ -	\$ 15,589	
TC-Resident Teacher Certificate	Undergrad - Ctr/Remote	SDSU	8	22	\$ 354.75	\$ 7,805	\$ 225.20	\$ 4,954	\$ 4,954	\$ -	\$ 2,851	\$ -	\$ -	\$ 4,954	
TC-Resident Teacher Certificate	Undergrad	SDSU	4	8	\$ 259.10	\$ 2,073	\$ 129.55	\$ 1,036	\$ 1,036	\$ -	\$ 1,037	\$ -	\$ -	\$ 1,036	
TC-Resident Teacher Certificate	Undergrad - Ctr/Remote	USD	6	17	\$ 354.75	\$ 6,031	\$ 225.20	\$ 3,763	\$ 3,763	\$ -	\$ 2,268	\$ -	\$ -	\$ 3,763	
TC-Resident Teacher Certificate	Undergrad	USD	1	3	\$ 259.10	\$ 777	\$ 129.55	\$ 389	\$ 389	\$ -	\$ 388	\$ -	\$ -	\$ 389	
TC-Resident Teacher Certificate	Graduate	BHSU	1	3	\$ 333.25	\$ 1,000	\$ 166.65	\$ 500	\$ 500	\$ -	\$ 500	\$ -	\$ -	\$ 500	
TC-Resident Teacher Certificate	Grad - Ctr/Remote	BHSU	41	206	\$ 470.45	\$ 96,913	\$ 303.85	\$ 62,593	\$ 62,593	\$ -	\$ 34,320	\$ -	\$ -	\$ 62,593	
TC-Resident Teacher Certificate	Grad - Ctr/Remote	DSU	19	87	\$ 470.45	\$ 40,929	\$ 303.85	\$ 26,435	\$ 26,435	\$ -	\$ 14,494	\$ -	\$ -	\$ 26,435	
TC-Resident Teacher Certificate	Graduate	DSU	2	6	\$ 333.25	\$ 2,000	\$ 166.65	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ 1,000	
TC-Resident Teacher Certificate	Graduate	NSU	3	9	\$ 333.25	\$ 2,999	\$ 166.65	\$ 1,500	\$ 1,500	\$ -	\$ 1,499	\$ -	\$ -	\$ 1,500	
TC-Resident Teacher Certificate	Grad - Ctr/Remote	NSU	58	407	\$ 470.45	\$ 191,473	\$ 303.85	\$ 123,691	\$ 123,691	\$ -	\$ 67,782	\$ -	\$ -	\$ 123,691	
TC-Resident Teacher Certificate	Graduate	SDSU	18	52	\$ 340.15	\$ 17,688	\$ 170.10	\$ 8,845	\$ 8,845	\$ -	\$ 8,843	\$ -	\$ -	\$ 8,845	
TC-Resident Teacher Certificate	Grad - Ctr/Remote	SDSU	31	179	\$ 470.45	\$ 84,211	\$ 300.35	\$ 53,763	\$ 53,763	\$ -	\$ 30,448	\$ -	\$ -	\$ 53,763	
TC-Resident Teacher Certificate	Graduate	USD	19	82	\$ 340.15	\$ 27,892	\$ 170.10	\$ 13,873	\$ 13,873	\$ -	\$ 14,019	\$ -	\$ -	\$ 13,873	
TC-Resident Teacher Certificate	Grad - Ctr/Remote	USD	89	496	\$ 470.45	\$ 233,343	\$ 300.35	\$ 148,841	\$ 148,841	\$ -	\$ 84,502	\$ -	\$ -	\$ 148,841	
Sub Total of Board and Legislative Approved Programs			4,751	96,369		\$ 36,504,902		\$ 24,855,175	\$ 24,855,175		\$ 11,649,727	\$ 27,916,289	\$ 30,632,491	\$ 83,403,955	
National Guard Programs	Undergrad					\$ 4,218,628		\$ 1,874,578	\$ 1,874,578		\$ 2,344,051				
Graduate						\$ 173,819		\$ 87,658	\$ 87,658		\$ 86,161				
Law															
Pharm															
Total Amount Waived											\$ 14,079,938				

(1) The Board waived a total or a portion of the USF and GAF for Army National Guard members

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance **Consent**

AGENDA ITEM: 6 – U
DATE: December 7-8, 2022

SUBJECT

FY22 Auxiliary System Agreed-Upon Procedures Report

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 5:26](#) – Bond Compliance and Management

BACKGROUND / DISCUSSION

A financial statement for the auxiliary system is required by the bond covenants. To accomplish this, the Board of Regents (BOR) has retained the Department of Legislative Audit (DLA) to provide an Agreed-Upon Procedures review of the system. The BOR's compliance officer receives the financial statement information from the universities, reviews them, combines them, and prepares the footnotes. Those statements and any working papers are then provided to DLA to perform certain tests that are outlined in the Agreed-Upon Procedures document. The review by Legislative Audit includes the following:

- Verifying that the coverage ratio has been calculated properly;
- Making sure that revenue generated by the auxiliary system stays in the system;
- Checking expenditures to make sure that they are proper; and
- Verifying that the proper amount of funds are being allocated to the Repair & Replacement Reserve (RRR).

For FY22, DLA found no instances of noncompliance with the covenants of the bond. A copy of this year's report is provided as Attachment I. The table below shows the coverage ratios for the last five years for all the campuses and the system. The covenants require a coverage rate of 1.20 or higher.

	FY22	FY21	FY20	FY19	FY18
BHSU	1.42	1.43	1.41	1.50	1.53
DSU	1.29	1.53	1.49	1.41	1.40
NSU	1.59	1.73	1.63	1.51	1.41
SDSMT	1.35	1.35	1.30	1.25	1.38
SDSU	1.32	1.64	1.38	1.49	1.57
USD	1.51	1.81	1.67	1.62	1.62
System	1.38	1.62	1.45	1.49	1.54

(Continued)

INFORMATIONAL ITEM

IMPACT AND RECOMMENDATIONS

The System coverage ratio dipped to 1.38 in FY22. This is down from the previous years' average of 1.50. The coverage for FY22 is still comfortably above the minimum required by the bond covenants. Any cushion above the minimum of 1.20 helps protect the system from occasional drops in enrollment and aids the system in maintaining its excellent credit rating.

ATTACHMENTS

Attachment I – FY22 Agreed-Upon Procedures Report

SOUTH DAKOTA BOARD OF REGENTS
FINANCIAL STATEMENTS OF THE HOUSING
AND AUXILIARY FACILITIES SYSTEM
INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING
AGREED-UPON PROCEDURES
Fiscal Year Ended June 30, 2022



DRAFT

State of South Dakota
Department of Legislative Audit
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

BOARD OF REGENTS
HOUSING AND AUXILIARY FACILITIES SYSTEM
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RUSSELL A. OLSON
AUDITOR GENERAL

INDEPENDENT ACCOUNTANT'S REPORT ON APPLYING AGREED-UPON PROCEDURES

Dr. Brian Maher
Executive Director

and

South Dakota Board of Regents

We have performed the procedures enumerated below, which were agreed to by management of the South Dakota Board of Regents (Board), solely to assist the Board in evaluating its compliance with bond requirements in the Housing and Auxiliary Facilities System for the year ended June 30, 2022. The Board's management is responsible for the Housing and Auxiliary Facilities System financial statements and the underlying accounting records, and for complying with bond requirements.

The South Dakota Board of Regents has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in understanding the Board of Regents Housing and Auxiliary System and its compliance with bond requirements for the year ended June 30, 2022. This report may not be suitable for any other purpose. The sufficiency of these procedures is solely the responsibility of the Board of Regents.

Consequently, we make no representations regarding the sufficiency of the procedures enumerated below either for the purpose for which this report has been requested or for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, the users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

Statement of Net Position and Statement of Revenues, Expenses and Changes in Net Position – Agreed-Upon Procedures

- a. *We obtained the Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position for the year ended June 30, 2022, as prepared by management. We traced the amounts on the statements to management's worksheets and traced the amounts on management's worksheets to the accounts in the Board's general ledger and other supporting documentation. A materiality limit of 5% was utilized in performing these procedures.*

We found no exceptions exceeding the agreed upon materiality limit of 5% as a result of applying these procedures.

- b. *We traced information in the footnotes to the statements and other supporting documentation.*

We found no exceptions as a result of applying this procedure.

- c. *We traced the information in the supplementary schedules to the Board's general ledger and other supporting documentation. A materiality limit of 5% was utilized in performing this procedure.*

We found no exceptions exceeding the agreed upon materiality limit of 5% as a result of applying this procedure.

Compliance – Agreed-Upon Procedures

- d. *We confirmed that transfers made to the Repair and Replacement Reserve Account for each institution were in compliance with bond covenants during the fiscal year ended June 30, 2022.*

The Board's general ledger supported that required minimum distributions were made to the Repair and Replacement Reserve Account in accordance with bond covenants.

- e. *We confirmed that the bond accounts were maintained separately from all other accounts on the accounting system in accordance with bond covenants.*

Separate funds have been established in the Board's general ledger to record bond activity.

- f. *We inspected the Board of Regents meeting minutes for meetings occurring during the fiscal year ended June 30, 2022, and obtained representations from management that none of the facilities of the Housing and Auxiliary Facilities System had been sold or otherwise disposed of contrary to bond covenants as of June 30, 2022.*

No facilities in the Housing and Auxiliary Facilities system were listed in the Board of Regents meeting minutes as being sold or disposed of during the fiscal year ending June 30, 2022. This was confirmed by management's representation.

- g. *We mathematically checked compliance with the rate covenant for each institution which requires the ratio of net revenues to annual debt service to exceed 120%.*

The net revenue to annual debt service ratio exceeded 120% at all universities and for the System as a whole.

We were engaged by the Board to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants and *Government Auditing Standards* promulgated by the Comptroller General of the United States. We were not engaged to and did not conduct an audit, examination, or review of the compliance with bond requirements or of the Housing and Auxiliary Facilities System – Statement of Net Position and Statement of Revenues, Expenses and Changes in Net Position for the year ended June 30, 2022, the objective of which would be the expression of an opinion or conclusion on the compliance with

bond requirements or the financial statements referred to above. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the South Dakota Board of Regents Housing and Auxiliary Facilities System and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

The purpose of this report on agreed upon procedures is solely to describe the procedures performed and the results of those procedures for the information and use of management and members of the Board of Regents and should not be used for any other purpose. As required by South Dakota Codified Law 4-11-11, this report is a matter of public record and its distribution is not limited.

Russell A. Olson
Auditor General

November 16, 2022

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SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
<u>Assets</u>				
Cash and Investments	\$ 13,898,833.64	\$ 3,197,668.54	\$ 30,190,823.90	\$ 47,287,326.08
Total Assets	<u>\$ 13,898,833.64</u>	<u>\$ 3,197,668.54</u>	<u>\$ 30,190,823.90</u>	<u>\$ 47,287,326.08</u>
<u>Net Position</u>				
Unrestricted	\$ 13,898,833.64	\$ -	\$ 8,917,804.58	\$ 22,816,638.22
Externally restricted (Note 3)	-	3,197,668.54	21,273,019.32	24,470,687.86
Total Net Position	<u>\$ 13,898,833.64</u>	<u>\$ 3,197,668.54</u>	<u>\$ 30,190,823.90</u>	<u>\$ 47,287,326.08</u>

The accompanying notes are an integral part of these financial statements.

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SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
Revenues and other additions:				
Net revenues from bonded facilities (Note 1)	\$ 24,643,954.03	\$ -	\$ -	\$ 24,643,954.03
Investment income	141,211.32	60,557.94	501,274.88	703,044.14
Net general activity fee	6,800,427.48	-	-	6,800,427.48
Proceeds from bond issuance (including capitalized interest)	-	8,302.59	-	8,302.59
Other income	-	-	309,549.19	309,549.19
Total revenues and other additions	31,585,592.83	68,860.53	810,824.07	32,465,277.43
Expenses and other deductions:				
Bond principal payments	-	13,465,000.00	-	13,465,000.00
Bond interest expense	-	9,895,169.74	-	9,895,169.74
Trustee fees and bank charges	-	6,387.50	-	6,387.50
General and administrative expenses	-	-	10,836,726.98	10,836,726.98
Total expenses and other deductions	-	23,366,557.24	10,836,726.98	34,203,284.22
Revenues and other additions over (under) expenses and other deductions	31,585,592.83	(23,297,696.71)	(10,025,902.91)	(1,738,006.79)
Transfers among funds - additions (deductions)				
Transfers for bond payments	(23,246,412.97)	23,246,451.51	(38.54)	-
Transfers for renewal and replacements	(7,288,877.54)	-	7,288,877.54	-
Transfers for other	(286,865.75)	-	(4,995,237.72)	(5,282,103.47)
Total transfers among funds - additions (deductions)	(30,822,156.26)	23,246,451.51	2,293,601.28	(5,282,103.47)
Net increase (decrease) in net position	763,436.57	(51,245.20)	(7,732,301.63)	(7,020,110.26)
Beginning net position	13,135,429.99	3,248,913.74	37,923,125.53	54,307,469.26
Prior period adjustment	(32.92)	-	-	(32.92)
Ending net position	\$ 13,898,833.64	\$ 3,197,668.54	\$ 30,190,823.90	\$ 47,287,326.08

The accompanying notes are an integral part of these financial statements.

Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Housing and Auxiliary Facilities System (System) is reported in the financial statements of the South Dakota Board of Regents (BOR). The System includes the activity of the Housing and Auxiliary Facilities System Revenue Bonds Series 2006, Series 2007, Series 2008A, Series 2008B, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, Series 2017, Series 2019A, Series 2019B, and Series 2021 for the year ended June 30, 2022.

The accompanying financial statements have been prepared on the cash basis of accounting and present the financial position and results of financial activity of the System in a format determined by the BOR. The financial statements are not prepared in accordance with generally accepted accounting principles and the notes to the financial statements are not intended to present all disclosures required by generally accepted accounting principles. The significant accounting policies followed are described below.

Revenues from bonded facilities are reported on the Statement of Revenues, Expenses and Changes in Net Position net of maintenance and operating costs. A breakdown of specific revenues and expenses may be found on the supplementary Schedule of Pledged Revenues.

Prior period adjustments were made to Net Position as shown on the Statement of Revenues, Expenses, and Changes in Net Position. These represent adjustments to beginning cash balances for activity in the prior year.

A total column is presented in the statements. The total column includes interfund activity and is not comparable to a consolidated financial statement, but is presented only to facilitate financial analysis.

General Provisions

The Series 2006, Series 2007, Series 2008A, Series 2008B, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, Series 2017, Series 2019A, Series 2019B, and Series 2021 Bonds are limited obligations of the BOR issued by the Board of Regents of the State of South Dakota, and are secured under the provisions of the Bond Resolution authorizing their issuance. The Bonds are payable and collectible from student housing fees, and the net revenues of the BOR's student housing system and certain auxiliary enterprise facilities and certain other sources as shown in the schedule of pledged revenues. These revenues have been pledged to meet the bond obligations. Neither the credit nor the taxing power of the State of South Dakota nor any state agency, instrumentality, or political subdivision thereof is pledged for the payment of the principal, premium, if any, or interest on the Bonds. The Bonds are not general obligations of the State of South Dakota or any agency, instrumentality, or political subdivision thereof. The South Dakota Board of Regents has no taxing power.

The Series 2006, Series 2007, Series 2008A, Series 2008B, Series 2013A, Series 2014A, Series 2014B, Series 2015, Series 2016, Series 2017, Series 2019A, Series 2019B, and Series 2021 Bonds are not insured.

Fund Accounting

The assets, liabilities, and net position of the System are reported in three fund groups as follows:

- The Housing and Auxiliary Facilities Revenue Fund is the fund established to collect and record the gross revenue of the auxiliary institutional system. The moneys in the fund shall be applied to pay 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 incidental to the operation of the institutional system, but shall exclude depreciation.
- The Bond and Interest Sinking Fund Account is the fund established to maintain an amount sufficient to equal the interest then due on the bonds issued and one-half of the principal due on the bonds within the next 12 months. Transfers to this fund are due semi-annually on March 25 and September 25.
- The Repair and Replacement Reserve Account is a fund established to maintain an amount equal to the Repair and Replacement Reserve Requirement of each Bond issue. All moneys and investments so held in this account 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.

Other Significant Accounting Policies

Other significant accounting policies are set forth in the financial statements and notes thereto.

Note 2: OUTSTANDING DEBT

The bond principal outstanding at June 30, 2022, was \$2,470,000 for Series 2006; \$3,760,000 for Series 2007; \$1,825,000 for Series 2008A; \$2,150,000 for Series 2008B; \$5,675,000 for Series 2013A; \$19,495,000 for Series 2014A; \$7,625,000 for Series 2014B; \$16,660,000 for Series 2015; \$17,020,000 for Series 2016; \$77,670,000 for Series 2017; \$11,480,000 for Series 2019A; \$4,250,000 for Series 2019B; and \$36,570,000 for Series 2021.

Note 3: RESERVE BALANCE

Bond indentures for the Housing and Auxiliary Facilities System require the establishment of a Repair and Replacement Reserve consisting of 10% of the amount transferred to the Bond and Interest Sinking Fund Account annually for the Institutional System until an amount equal to 5% of the cost of construction, furnishing and equipping of all facilities in such Institutional System has been accumulated. Transfers to the Repair and Replacement Reserve in accordance with the bond indenture requirements are considered Externally Restricted. Balances in Repair and Replacement Reserve Accounts in excess of the transfer requirement are Unrestricted.

Note 4: HEERF Funding

In response to the COVID-19 pandemic, the universities made the decision, in March 2020, to discontinue classes on campus for the safety of the students and staff. During the prior fiscal year (2021), campuses returned to face-to-face instruction. Adjustments were made to allow for some social distancing in the residence halls and meals-to-go in place of normal cafeteria style meal plans.

In FY21, campuses utilized the Higher Education Emergency Relief Fund (HEERF). This aid was sent directly to the campuses and was to be used for COVID-19 related costs and revenue replacement. These funds were infused into the Auxiliary System in the form of revenue replacement. Campuses looked at prior year activity to determine what a normal year might look like and then used the HEERF funds to cover any lost revenues in FY21.

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SUPPLEMENTARY SCHEDULES

The accompanying supplementary schedules are presented for additional analysis and are not required as part of the financial statements of the Housing and Auxiliary Facilities System of the South Dakota Board of Regents

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SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
Unaudited

	2022			2021		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 3,301,188.38	\$ 2,894,377.71	\$ 406,810.67	\$ 3,144,180.00	\$ 2,923,024.74	\$ 221,155.26
Student Center (Non-GAF)	1,740,015.64	1,492,727.96	247,287.68	1,304,519.46	1,263,167.18	41,352.28
Food Service	29,436,861.42	28,431,831.74	1,005,029.68	26,334,505.48	25,695,044.19	639,461.29
Residential Living	41,491,867.26	19,660,032.80	21,831,834.46	36,679,117.27	17,658,718.28	19,020,398.99
Conference Services	69,618.69	9,750.02	59,868.67	13,446.51	19,773.25	(6,326.74)
Wellness Center (Non-GAF)	764,096.16	586,057.70	178,038.46	444,625.26	467,923.16	(23,297.90)
Parking	1,799,736.04	586,267.21	1,213,468.83	1,337,925.01	499,002.66	838,922.35
Other Facility Revenue	-	298,384.42	(298,384.42)	-	270,206.00	(270,206.00)
Revenues from facilities	78,603,383.59	53,959,429.56	24,643,954.03	69,258,318.99	48,796,859.46	20,461,459.53
General Activity Fee	13,027,809.07	6,227,381.59	6,800,427.48	13,226,199.12	4,665,379.33	8,560,819.79
Interest from Investments	703,044.14	-	703,044.14	1,173,904.71	-	1,173,904.71
HEERF Funding (Note 4)	-	-	-	8,029,975.64	-	8,029,975.64
Other Revenue	105,246.87	-	105,246.87	125,000.00	-	125,000.00
Capitalized Interest Applied to Debt Service	8,302.59	-	8,302.59	420,350.00	-	420,350.00
Total	\$ 92,447,786.26	\$ 60,186,811.15	32,260,975.11	\$ 92,233,748.46	\$ 53,462,238.79	38,771,509.67
Annual Debt Service			23,360,169.74			23,911,500.58
Coverage Ratio			1.38			1.62

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**SOUTH DAKOTA BOARD OF REGENTS - COMBINED
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited**

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2021	\$ 13,035,000.00	\$ 10,876,500.58	\$ 23,911,500.58
2022	13,465,000.00	9,895,169.74	23,360,169.74
2023	14,390,000.00	9,002,517.00	23,392,517.00
2024	14,720,000.00	8,360,586.00	23,080,586.00
2025	15,375,000.00	7,703,103.50	23,078,103.50
2026	13,110,000.00	7,014,950.00	20,124,950.00
2027	12,975,000.00	6,419,967.50	19,394,967.50
2028	13,565,000.00	5,841,512.50	19,406,512.50
2029	12,330,000.00	5,236,015.00	17,566,015.00
2030	11,895,000.00	4,686,900.00	16,581,900.00
2031	11,315,000.00	4,149,982.50	15,464,982.50
2032	11,850,000.00	3,620,080.00	15,470,080.00
2033	12,385,000.00	3,070,042.50	15,455,042.50
2034	12,430,000.00	2,494,870.00	14,924,870.00
2035	9,290,000.00	1,958,831.26	11,248,831.26
2036	9,645,000.00	1,610,288.76	11,255,288.76
2037	6,260,000.00	1,248,025.00	7,508,025.00
2038	6,515,000.00	990,812.50	7,505,812.50
2039	6,785,000.00	722,900.00	7,507,900.00
2040	4,240,000.00	443,750.00	4,683,750.00
2041	3,620,000.00	273,450.00	3,893,450.00
2042	2,435,000.00	135,700.00	2,570,700.00
2043	750,000.00	45,600.00	795,600.00
2044	770,000.00	23,100.00	793,100.00
	<u>\$ 233,150,000.00</u>	<u>\$ 95,824,654.34</u>	<u>\$ 328,974,654.34</u>

SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
<u>Assets</u>				
Cash and Investments	\$ 649,829.96	\$ -	\$ 2,914,047.15	\$ 3,563,877.11
Total Assets	<u>\$ 649,829.96</u>	<u>\$ -</u>	<u>\$ 2,914,047.15</u>	<u>\$ 3,563,877.11</u>
<u>Net Position</u>				
Unrestricted	\$ 649,829.96	\$ -	\$ 990,853.49	\$ 1,640,683.45
Externally restricted	-	-	1,923,193.66	1,923,193.66
Total Net Position	<u>\$ 649,829.96</u>	<u>\$ -</u>	<u>\$ 2,914,047.15</u>	<u>\$ 3,563,877.11</u>

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SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2022

Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
Revenues and other additions:				
Net revenues from bonded facilities	\$ 1,979,887.63	\$ -	\$ -	\$ 1,979,887.63
Investment income	1,616.14	-	11,034.26	12,650.40
Net general activity fee	486,219.67	-	-	486,219.67
Other income	-	-	\$204,302.32	204,302.32
Total revenues and other additions	2,467,723.44	-	215,336.58	2,683,060.02
Expenses and other deductions:				
Bond principal payments	-	1,210,000.00	-	1,210,000.00
Bond interest expense	-	539,013.00	-	539,013.00
Trustee fees and bank charges	-	683.33	-	683.33
General and administrative expenses	-	-	519,013.62	519,013.62
Total expenses and other deductions	-	1,749,696.33	519,013.62	2,268,709.95
Revenues and other additions over (under) expenses and other deductions	2,467,723.44	(1,749,696.33)	(303,677.04)	414,350.07
Transfers among funds - additions (deductions)				
Transfers for bond payments	(1,749,696.33)	1,749,696.33	-	-
Transfers for renewal and replacement	(871,570.64)	-	871,570.64	-
Total transfers among funds - additions (deductions)	(2,621,266.97)	1,749,696.33	871,570.64	-
Net increase (decrease) in net position	(153,543.53)	-	567,893.60	414,350.07
Beginning net position	803,373.49	-	2,346,153.55	3,149,527.04
Ending net position	\$ 649,829.96	\$ -	\$ 2,914,047.15	\$ 3,563,877.11

SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
Unaudited

	2022			2021		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 1,557,537.79	\$ 1,363,892.65	\$ 193,645.14	\$ 1,342,151.34	\$ 1,172,247.14	\$ 169,904.20
Student Center (Non-GAF)	1,179.30	324.75	854.55	190.65	263.37	(72.72)
Food Service	1,913,632.14	1,690,819.44	222,812.70	1,591,055.51	1,427,923.51	163,132.00
Residential Living	2,765,438.49	1,280,200.25	1,485,238.24	2,124,861.61	1,304,806.72	820,054.89
Conference Services	5,080.66	5,201.88	(121.22)	773.87	5,568.18	(4,794.31)
Parking	113,841.48	36,383.26	77,458.22	82,618.63	30,184.26	52,434.37
Revenues from facilities	6,356,709.86	4,376,822.23	1,979,887.63	5,141,651.61	3,940,993.18	1,200,658.43
General Activity Fee	741,398.76	255,179.09	486,219.67	909,043.59	476,635.59	432,408.00
Interest from Investments	12,650.40	-	12,650.40	11,266.84	-	11,266.84
HEERF Funding	-	-	-	832,655.06	-	832,655.06
Total	\$ 7,110,759.02	\$ 4,632,001.32	2,478,757.70	\$ 6,894,617.10	\$ 4,417,628.77	2,476,988.33
Annual Debt Service			1,749,013.00			1,736,137.00
Coverage Ratio			1.42			1.43

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SOUTH DAKOTA BOARD OF REGENTS - BLACK HILLS STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2021	\$ 1,145,000.00	\$ 591,137.00	\$ 1,736,137.00
2022	1,210,000.00	539,013.00	1,749,013.00
2023	1,255,000.00	484,014.00	1,739,014.00
2024	995,000.00	426,836.00	1,421,836.00
2025	1,035,000.00	383,033.00	1,418,033.00
2026	1,080,000.00	337,355.00	1,417,355.00
2027	835,000.00	289,651.00	1,124,651.00
2028	870,000.00	256,402.00	1,126,402.00
2029	905,000.00	221,880.00	1,126,880.00
2030	345,000.00	195,875.00	540,875.00
2031	360,000.00	180,350.00	540,350.00
2032	375,000.00	164,150.00	539,150.00
2033	390,000.00	147,275.00	537,275.00
2034	410,000.00	129,725.00	539,725.00
2035	430,000.00	110,762.50	540,762.50
2036	450,000.00	90,875.00	540,875.00
2037	470,000.00	70,062.50	540,062.50
2038	490,000.00	47,737.50	537,737.50
2039	515,000.00	24,462.50	539,462.50
	<u>\$ 13,565,000.00</u>	<u>\$ 4,690,596.00</u>	<u>\$ 18,255,596.00</u>

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SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
<u>Assets</u>				
Cash and Investments	\$ 1,158,458.46	\$ 42,675.15	\$ 2,302,683.52	\$ 3,503,817.13
Total Assets	<u>\$ 1,158,458.46</u>	<u>\$ 42,675.15</u>	<u>\$ 2,302,683.52</u>	<u>\$ 3,503,817.13</u>
<u>Net Position</u>				
Unrestricted	\$ 1,158,458.46	\$ -	\$ 644,549.30	\$ 1,803,007.76
Externally restricted	-	42,675.15	1,658,134.22	1,700,809.37
Total Net Position	<u>\$ 1,158,458.46</u>	<u>\$ 42,675.15</u>	<u>\$ 2,302,683.52</u>	<u>\$ 3,503,817.13</u>

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SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
Revenues and other additions:				
Net revenues from bonded facilities	\$ 1,982,166.27	\$ -	\$ -	\$ 1,982,166.27
Investment income	14,439.50	3,259.85	19,120.84	36,820.19
Net general activity fee	458,130.80	-	-	458,130.80
Proceeds from bond issuance (including capitalized interest)	-	8,302.59	-	8,302.59
Total revenues and other additions	2,454,736.57	11,562.44	19,120.84	2,485,419.85
Expenses and other deductions:				
Bond principal payments	-	915,000.00	-	915,000.00
Bond interest expense	-	1,018,276.00	-	1,018,276.00
Trustee fees and bank charges	-	1,050.00	-	1,050.00
General and administrative expenses	-	-	335,908.40	335,908.40
Total expenses and other deductions	-	1,934,326.00	335,908.40	2,270,234.40
Revenues and other additions over (under) expenses and other deductions	2,454,736.57	(1,922,763.56)	(316,787.56)	215,185.45
Transfers among funds - additions (deductions)				
Transfers for bond payments	(1,933,876.00)	1,933,876.00	-	-
Transfers for renewal and replacement	(150,000.00)	-	150,000.00	-
Total transfers among funds - additions (deductions)	(2,083,876.00)	1,933,876.00	150,000.00	-
Net increase (decrease) in Net Position	370,860.57	11,112.44	(166,787.56)	215,185.45
Beginning net position	787,597.89	31,562.71	2,469,471.08	3,288,631.68
Ending net position	\$ 1,158,458.46	\$ 42,675.15	\$ 2,302,683.52	\$ 3,503,817.13

SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
Unaudited

	2022			2021		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Student Center (Non-GAF)	\$ 7.55	\$ 17.98	\$ (10.43)	\$ 75.00	\$ 19.00	\$ 56.00
Food Service	2,915,601.27	2,526,314.50	389,286.77	2,546,485.17	2,474,884.89	71,600.28
Residential Living	2,884,642.82	1,291,752.89	1,592,889.93	2,296,375.47	1,038,943.39	1,257,432.08
Revenues from facilities	5,800,251.64	3,818,085.37	1,982,166.27	4,842,935.64	3,513,847.28	1,329,088.36
General Activity Fee	745,081.80	286,951.00	458,130.80	632,213.92	255,252.00	376,961.92
Interest from Investments	36,820.19	-	36,820.19	52,237.58	-	52,237.58
HEERF Funding	-	-	-	550,270.34	-	550,270.34
Capitalized Interest Applied to Debt Service	8,302.59	-	8,302.59	420,350.00	-	420,350.00
Total	\$ 6,590,456.22	\$ 4,105,036.37	2,485,419.85	\$ 6,498,007.48	\$ 3,769,099.28	2,728,908.20
Annual Debt Service			1,933,276.00			1,786,946.00
Coverage Ratio			1.29			1.53

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SOUTH DAKOTA BOARD OF REGENTS - DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2021	\$ 735,000.00	\$ 1,051,946.00	\$ 1,786,946.00
2022	915,000.00	1,018,276.00	1,933,276.00
2023	1,005,000.00	975,718.00	1,980,718.00
2024	1,060,000.00	928,675.00	1,988,675.00
2025	1,110,000.00	883,447.00	1,993,447.00
2026	950,000.00	835,987.00	1,785,987.00
2027	1,165,000.00	796,739.00	1,961,739.00
2028	1,220,000.00	746,453.00	1,966,453.00
2029	920,000.00	693,785.00	1,613,785.00
2030	935,000.00	653,050.00	1,588,050.00
2031	980,000.00	610,950.00	1,590,950.00
2032	1,030,000.00	561,950.00	1,591,950.00
2033	1,075,000.00	515,600.00	1,590,600.00
2034	1,125,000.00	467,200.00	1,592,200.00
2035	1,170,000.00	416,550.00	1,586,550.00
2036	1,230,000.00	363,850.00	1,593,850.00
2037	1,285,000.00	308,400.00	1,593,400.00
2038	1,335,000.00	256,750.00	1,591,750.00
2039	1,385,000.00	202,900.00	1,587,900.00
2040	1,440,000.00	146,950.00	1,586,950.00
2041	705,000.00	88,650.00	793,650.00
2042	730,000.00	67,500.00	797,500.00
2043	750,000.00	45,600.00	795,600.00
2044	770,000.00	23,100.00	793,100.00
	<u>\$ 25,025,000.00</u>	<u>\$ 12,660,026.00</u>	<u>\$ 37,685,026.00</u>

SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
<u>Assets</u>				
Cash and Investments	\$ 1,683,482.33	\$ 509,079.82	\$ 4,588,304.54	\$ 6,780,866.69
Total Assets	<u>\$ 1,683,482.33</u>	<u>\$ 509,079.82</u>	<u>\$ 4,588,304.54</u>	<u>\$ 6,780,866.69</u>
<u>Net Position</u>				
Unrestricted	\$ 1,683,482.33	\$ -	\$ 2,344,570.99	\$ 4,028,053.32
Externally restricted	-	509,079.82	2,243,733.55	2,752,813.37
Total Net Position	<u>\$ 1,683,482.33</u>	<u>\$ 509,079.82</u>	<u>\$ 4,588,304.54</u>	<u>\$ 6,780,866.69</u>

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SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
Revenues and other additions:				
Net revenues from bonded facilities	\$ 1,701,604.22	\$ -	\$ -	\$ 1,701,604.22
Investment income	-	-	95,892.57	95,892.57
Net general activity fee	376,765.00	-	-	376,765.00
Total revenues and other additions	2,078,369.22	-	95,892.57	2,174,261.79
Expenses and other deductions:				
Bond principal payments	-	785,000.00	-	785,000.00
Bond interest expense	-	582,091.51	-	582,091.51
Trustee fees and bank charges	-	925.00	-	925.00
General and administrative expenses	-	-	388,467.49	388,467.49
Total expenses and other deductions	-	1,368,016.51	388,467.49	1,756,484.00
Revenues and other additions over (under) expenses and other deductions	2,078,369.22	(1,368,016.51)	(292,574.92)	417,777.79
Transfers among funds - additions (deductions)				
Transfers for bond payments	(1,367,427.50)	1,367,427.50	-	-
Transfers for renewal and replacement	(640,660.00)	-	640,660.00	-
Total transfers among funds - additions (deductions)	(2,008,087.50)	1,367,427.50	640,660.00	-
Net increase (decrease) in net position	70,281.72	(589.01)	348,085.08	417,777.79
Beginning net position	1,613,200.61	509,668.83	4,240,219.46	6,363,088.90
Ending net position	\$ 1,683,482.33	\$ 509,079.82	\$ 4,588,304.54	\$ 6,780,866.69

SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
Unaudited

	2022			2021		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 368,724.45	\$ 293,147.55	\$ 75,576.90	\$ 551,944.29	\$ 561,101.12	\$ (9,156.83)
Student Center (Non-GAF)	2,278.79	77,083.95	(74,805.16)	1,035.98	31,033.84	(29,997.86)
Food Service	2,139,943.97	1,868,635.69	271,308.28	1,850,474.96	1,662,852.94	187,622.02
Residential Living	2,843,494.07	1,413,969.87	1,429,524.20	2,408,483.76	1,442,374.51	966,109.25
Revenues from facilities	5,354,441.28	3,652,837.06	1,701,604.22	4,811,938.99	3,697,362.41	1,114,576.58
General Activity Fee	632,586.00	255,821.00	376,765.00	628,424.00	236,409.00	392,015.00
Interest from Investments	95,892.57	-	95,892.57	131,945.01	-	131,945.01
HEERF Funding	-	-	-	713,659.37	-	713,659.37
Total	\$ 6,082,919.85	\$ 3,908,658.06	2,174,261.79	\$ 6,285,967.37	\$ 3,933,771.41	2,352,195.96
Annual Debt Service			1,367,091.51			1,359,142.50
Coverage Ratio			1.59			1.73

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SOUTH DAKOTA BOARD OF REGENTS - NORTHERN STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2021	\$ 745,000.00	\$ 614,142.50	\$ 1,359,142.50
2022	785,000.00	582,091.51	1,367,091.51
2023	820,000.00	551,660.00	1,371,660.00
2024	845,000.00	519,452.50	1,364,452.50
2025	885,000.00	483,892.50	1,368,892.50
2026	930,000.00	446,207.50	1,376,207.50
2027	965,000.00	406,120.00	1,371,120.00
2028	1,010,000.00	364,250.00	1,374,250.00
2029	965,000.00	319,975.00	1,284,975.00
2030	655,000.00	277,625.00	932,625.00
2031	675,000.00	252,707.50	927,707.50
2032	705,000.00	224,155.00	929,155.00
2033	735,000.00	194,267.50	929,267.50
2034	760,000.00	163,045.00	923,045.00
2035	705,000.00	134,087.50	839,087.50
2036	730,000.00	108,195.00	838,195.00
2037	375,000.00	81,400.00	456,400.00
2038	390,000.00	66,400.00	456,400.00
2039	405,000.00	50,800.00	455,800.00
2040	425,000.00	34,600.00	459,600.00
2041	440,000.00	17,600.00	457,600.00
	<u>\$ 14,950,000.00</u>	<u>\$ 5,892,674.01</u>	<u>\$ 20,842,674.01</u>

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SOUTH DAKOTA BOARD OF REGENTS - SD SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2022
Unaudited

	<u>Housing & Auxiliary Facilities Revenue Fund</u>	<u>Bond & Interest Sinking Fund Account</u>	<u>Repair & Replacement Reserve Account</u>	<u>(Memorandum Only) Total</u>
<u>Assets</u>				
Cash and Investments	\$ 246,940.30	\$ 2,645,913.57	\$ 4,479,713.25	\$ 7,372,567.12
Total Assets	<u>\$ 246,940.30</u>	<u>\$ 2,645,913.57</u>	<u>\$ 4,479,713.25</u>	<u>\$ 7,372,567.12</u>
<u>Net Position</u>				
Unrestricted	\$ 246,940.30	\$ -	\$ 2,361,583.60	\$ 2,608,523.90
Externally restricted	-	2,645,913.57	2,118,129.65	4,764,043.22
Total Net Position	<u>\$ 246,940.30</u>	<u>\$ 2,645,913.57</u>	<u>\$ 4,479,713.25</u>	<u>\$ 7,372,567.12</u>

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SOUTH DAKOTA BOARD OF REGENTS - SD SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
Revenues and other additions:				
Net revenues from bonded facilities	\$ 2,019,202.83	\$ -	\$ -	\$ 2,019,202.83
Investment income	36,772.14	25,616.40	52,387.77	114,776.31
Net general activity fee	1,333,823.13	-	-	1,333,823.13
Other income	-	-	105,246.87	105,246.87
Total revenues and other additions	3,389,798.10	25,616.40	157,634.64	3,573,049.14
Expenses and other deductions:				
Bond principal payments	-	1,355,000.00	-	1,355,000.00
Bond interest expense	-	1,301,295.00	-	1,301,295.00
Trustee fees and bank charges	-	1,645.83	-	1,645.83
General and administrative expenses	-	-	661,457.01	661,457.01
Total expenses and other deductions	-	2,657,940.83	661,457.01	3,319,397.84
Revenues and other additions over (under) expenses and other deductions	3,389,798.10	(2,632,324.43)	(503,822.37)	253,651.30
Transfers among funds - additions (deductions)				
Transfers for bond payments	(2,570,519.44)	2,570,557.98	(38.54)	-
Transfers for renewal and replacement	(851,734.07)	-	851,734.07	-
Total transfers among funds - additions (deductions)	(3,422,253.51)	2,570,557.98	851,695.53	-
Net increase (decrease) in Net Position	(32,455.41)	(61,766.45)	347,873.16	253,651.30
Beginning net position	279,428.63	2,707,680.02	4,131,840.09	7,118,948.74
Prior period adjustment	(32.92)	-	-	(32.92)
Ending net position	\$ 246,940.30	\$ 2,645,913.57	\$ 4,479,713.25	\$ 7,372,567.12

SOUTH DAKOTA BOARD OF REGENTS - SD SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
Unaudited

	2022			2021		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Bookstore	\$ 1,374,926.14	\$ 1,237,337.51	\$ 137,588.63	\$ 1,250,084.37	\$ 1,189,676.48	\$ 60,407.89
Student Center (Non-GAF)	2,628.97	793.44	1,835.53	570.10	-	570.10
Food Service	3,131,229.21	3,142,878.34	(11,649.13)	2,516,298.35	2,507,018.16	9,280.19
Residential Living	3,420,749.39	1,290,927.06	2,129,822.33	2,864,260.51	1,179,791.46	1,684,469.05
Conference Services	64,538.03	4,548.14	59,989.89	12,672.64	14,205.07	(1,532.43)
Other Facility Revenue	-	298,384.42	(298,384.42)	-	270,206.00	(270,206.00)
Revenues from facilities	7,994,071.74	5,974,868.91	2,019,202.83	6,643,885.97	5,160,897.17	1,482,988.80
General Activity Fee	1,748,733.77	414,910.64	1,333,823.13	1,053,907.47	390,152.68	663,754.79
Interest from Investments	114,776.31	-	114,776.31	185,522.21	-	185,522.21
HEERF Funding	-	-	-	1,114,604.00	-	1,114,604.00
Other Revenue	105,246.87	-	105,246.87	125,000.00	-	125,000.00
Total	\$ 9,962,828.69	\$ 6,389,779.55	3,573,049.14	\$ 9,122,919.65	\$ 5,551,049.85	3,571,869.80
Annual Debt Service		2,656,295.00				2,649,510.08
Coverage Ratio			1.35			1.35

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SOUTH DAKOTA BOARD OF REGENTS
SOUTH DAKOTA SCHOOL OF MINES AND TECHNOLOGY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2021	\$ 1,285,000.00	\$ 1,364,510.08	\$ 2,649,510.08
2022	1,355,000.00	1,301,295.00	2,656,295.00
2023	1,415,000.00	1,234,625.00	2,649,625.00
2024	1,490,000.00	1,165,022.50	2,655,022.50
2025	1,565,000.00	1,091,715.00	2,656,715.00
2026	1,640,000.00	1,014,702.50	2,654,702.50
2027	1,715,000.00	934,007.50	2,649,007.50
2028	1,805,000.00	852,207.50	2,657,207.50
2029	1,560,000.00	766,125.00	2,326,125.00
2030	1,630,000.00	689,550.00	2,319,550.00
2031	1,705,000.00	609,525.00	2,314,525.00
2032	1,790,000.00	525,825.00	2,315,825.00
2033	1,880,000.00	437,950.00	2,317,950.00
2034	1,450,000.00	345,650.00	1,795,650.00
2035	855,000.00	274,481.26	1,129,481.26
2036	890,000.00	237,968.76	1,127,968.76
2037	930,000.00	199,962.50	1,129,962.50
2038	970,000.00	159,725.00	1,129,725.00
2039	1,015,000.00	117,737.50	1,132,737.50
2040	590,000.00	73,800.00	663,800.00
2041	615,000.00	50,200.00	665,200.00
2042	640,000.00	25,600.00	665,600.00
	<u>\$ 28,790,000.00</u>	<u>\$ 13,472,185.10</u>	<u>\$ 42,262,185.10</u>

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
<u>Assets</u>				
Cash and Investments	\$ 9,418,858.29	\$ -	\$ 8,089,624.39	\$ 17,508,482.68
Total Assets	<u>\$ 9,418,858.29</u>	<u>\$ -</u>	<u>\$ 8,089,624.39</u>	<u>\$ 17,508,482.68</u>
<u>Net Position</u>				
Unrestricted	\$ 9,418,858.29	\$ -	\$ -	\$ 9,418,858.29
Externally restricted	-	-	\$8,089,624.39	8,089,624.39
Total Net Position	<u>\$ 9,418,858.29</u>	<u>\$ -</u>	<u>\$ 8,089,624.39</u>	<u>\$ 17,508,482.68</u>

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SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
Revenues and other additions:				
Net revenues from bonded facilities	\$ 11,598,661.84	\$ -	\$ -	\$ 11,598,661.84
Investment income	88,383.54	23,067.24	\$133,196.78	244,647.56
Net general activity fee	2,654,056.20	-	-	2,654,056.20
Total revenues and other additions	14,341,101.58	23,067.24	133,196.78	14,497,365.60
Expenses and other deductions:				
Bond principal payments	-	6,515,000.00	-	6,515,000.00
Bond interest expense	-	4,463,744.23	-	4,463,744.23
Trustee fees and bank charges	-	1,358.34	-	1,358.34
General and administrative expenses	-	-	5,308,350.92	5,308,350.92
Total expenses and other deductions	-	10,980,102.57	5,308,350.92	16,288,453.49
Revenues and other additions over (under) expenses and other deductions	14,341,101.58	(10,957,035.33)	(5,175,154.14)	(1,791,087.89)
Transfers among funds - additions (deductions)				
Transfers for bond payments	(10,957,033.15)	10,957,033.15	-	-
Transfers for renewal and replacement	(2,568,701.00)	-	2,568,701.00	-
Transfers for other	(286,865.75)	-	4,762.28	(282,103.47)
Total transfers among funds - additions (deductions)	(13,812,599.90)	10,957,033.15	2,573,463.28	(282,103.47)
Net increase (decrease) in net position	528,501.68	(2.18)	(2,601,690.86)	(2,073,191.36)
Beginning net position	8,890,356.61	2.18	10,691,315.25	19,581,674.04
Ending net position	\$ 9,418,858.29	\$.	\$ 8,089,624.39	\$ 17,508,482.68

SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
Unaudited

	2022			2021		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Student Center (Non-GAF)	\$ 270,525.35	\$ 340,002.51	\$ (69,477.16)	\$ 197,040.63	\$ 252,932.02	\$ (55,891.39)
Food Service	12,642,953.88	12,537,692.17	105,261.71	11,706,812.71	11,518,730.19	188,082.52
Residential Living	19,711,085.58	9,233,152.52	10,477,933.06	18,107,518.00	7,829,780.32	10,277,737.68
Wellness Center (Non-GAF)	450,470.15	\$501,536.53	(51,066.38)	282,401.70	419,190.22	(136,788.52)
Parking	1,685,894.56	549,883.95	1,136,010.61	1,255,306.38	468,818.40	786,487.98
Revenues from facilities	34,760,929.52	23,162,267.68	11,598,661.84	31,549,079.42	20,489,451.15	11,059,628.27
General Activity Fee	5,610,908.00	2,956,851.80	2,654,056.20	6,750,958.93	1,507,021.66	5,243,937.27
Interest from Investments	244,647.56	-	244,647.56	458,453.52	-	458,453.52
HEERF Funding	-	-	-	2,440,735.00	-	2,440,735.00
Total	\$ 40,616,485.08	\$ 26,119,119.48	14,497,365.60	\$ 41,199,226.87	\$ 21,996,472.81	19,202,754.06
Annual Debt Service			10,978,744.23			11,716,765.00
Coverage Ratio			1.32			1.64

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SOUTH DAKOTA BOARD OF REGENTS - SOUTH DAKOTA STATE UNIVERSITY
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2021	\$ 6,580,000.00	\$ 5,136,765.00	\$ 11,716,765.00
2022	6,515,000.00	4,463,744.23	10,978,744.23
2023	7,080,000.00	3,900,000.00	10,980,000.00
2024	7,385,000.00	3,596,300.00	10,981,300.00
2025	7,700,000.00	3,275,066.00	10,975,066.00
2026	5,290,000.00	2,939,498.00	8,229,498.00
2027	4,925,000.00	2,703,600.00	7,628,600.00
2028	5,145,000.00	2,480,750.00	7,625,750.00
2029	5,375,000.00	2,247,850.00	7,622,850.00
2030	5,605,000.00	2,006,100.00	7,611,100.00
2031	5,670,000.00	1,759,100.00	7,429,100.00
2032	5,930,000.00	1,502,900.00	7,432,900.00
2033	6,190,000.00	1,234,850.00	7,424,850.00
2034	6,470,000.00	954,900.00	7,424,900.00
2035	4,635,000.00	699,350.00	5,334,350.00
2036	4,790,000.00	545,600.00	5,335,600.00
2037	1,585,000.00	386,600.00	1,971,600.00
2038	1,650,000.00	323,200.00	1,973,200.00
2039	1,720,000.00	257,200.00	1,977,200.00
2040	1,785,000.00	188,400.00	1,973,400.00
2041	1,860,000.00	117,000.00	1,977,000.00
2042	1,065,000.00	42,600.00	1,107,600.00
	<u>\$ 104,950,000.00</u>	<u>\$ 40,761,373.23</u>	<u>\$ 145,711,373.23</u>

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SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF NET POSITION - CASH BASIS
JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
<u>Assets</u>				
Cash and Investments	\$ 741,264.29	\$ -	\$ 7,816,451.05	\$ 8,557,715.34
Total Assets	<u>\$ 741,264.29</u>	<u>\$ -</u>	<u>\$ 7,816,451.05</u>	<u>\$ 8,557,715.34</u>
<u>Net Position</u>				
Unrestricted	\$ 741,264.29	\$ -	\$ 2,576,247.20	\$ 3,317,511.49
Externally restricted	-	-	5,240,203.85	5,240,203.85
Total Net Position	<u>\$ 741,264.29</u>	<u>\$ -</u>	<u>\$ 7,816,451.05</u>	<u>\$ 8,557,715.34</u>

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SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
HOUSING AND AUXILIARY FACILITIES SYSTEM
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - CASH BASIS
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

	Housing & Auxiliary Facilities <u>Revenue Fund</u>	Bond & Interest Sinking Fund <u>Account</u>	Repair & Replacement <u>Reserve Account</u>	(Memorandum Only) <u>Total</u>
Revenues and other additions:				
Net revenues from bonded facilities	\$ 5,362,431.23	\$ -	\$ -	\$ 5,362,431.23
Investment income	-	8,614.45	189,642.66	198,257.11
Net general activity fee	1,491,432.68	-	-	1,491,432.68
Total revenues and other additions	6,853,863.91	8,614.45	189,642.66	7,052,121.02
Expenses and other deductions:				
Bond principal payments	-	2,685,000.00	-	2,685,000.00
Bond interest expense	-	1,990,750.00	-	1,990,750.00
Trustee fees and bank charges	-	725.00	-	725.00
General and administrative expenses	-	-	3,623,529.54	3,623,529.54
Total expenses and other deductions	-	4,676,475.00	3,623,529.54	8,300,004.54
Revenues and other additions over (under) expenses and other deductions	6,853,863.91	(4,667,860.55)	(3,433,886.88)	(1,247,883.52)
Transfers among funds - additions (deductions)				
Transfers for bond payments	(4,667,860.55)	4,667,860.55	-	-
Transfers for renewal and replacement	(2,206,211.83)	-	2,206,211.83	-
Transfers for other	-	-	(5,000,000.00)	(5,000,000.00)
Total transfers among funds - additions (deductions)	(6,874,072.38)	4,667,860.55	(2,793,788.17)	(5,000,000.00)
Net increase (decrease) in net position	(20,208.47)	-	(6,227,675.05)	(6,247,883.52)
Beginning net position	761,472.76	-	14,044,126.10	14,805,598.86
Ending net position	\$ 741,264.29	\$ -	\$ 7,816,451.05	\$ 8,557,715.34

SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
HOUSING AND AUXILIARY FACILITIES SYSTEM
SCHEDULE OF PLEDGED REVENUES - CASH BASIS
FOR THE YEARS ENDED JUNE 30, 2022 AND 2021
Unaudited

	2022			2021		
	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged	Gross Revenues	Maintenance and Operating Costs	Net Revenues Pledged
Student Center (Non-GAF)	\$ 1,463,395.68	\$ 1,074,505.33	\$ 388,890.35	\$ 1,105,607.10	\$ 978,918.95	\$ 126,688.15
Food Service	6,693,500.95	6,665,491.60	28,009.35	6,123,378.78	6,103,634.50	19,744.28
Residential Living	9,866,456.90	5,150,030.21	4,716,426.69	8,877,617.92	4,863,021.88	4,014,596.04
Wellness Center (Non-GAF)	313,626.01	84,521.17	229,104.84	162,223.56	48,732.94	113,490.62
Revenues from facilities	18,336,979.54	12,974,548.31	5,362,431.23	16,268,827.36	11,994,308.27	4,274,519.09
General Activity Fee	3,549,100.74	2,057,668.06	1,491,432.68	3,251,651.21	1,799,908.40	1,451,742.81
Interest from Investments	198,257.11	-	198,257.11	334,479.55	-	334,479.55
HEERF Funding	-	-	-	2,378,051.87	-	2,378,051.87
Total	\$ 22,084,337.39	\$ 15,032,216.37	7,052,121.02	\$ 22,233,009.99	\$ 13,794,216.67	8,438,793.32
Annual Debt Service			4,675,750.00			4,663,000.00
Coverage Ratio			1.51			1.81

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SOUTH DAKOTA BOARD OF REGENTS - UNIVERSITY OF SOUTH DAKOTA
HOUSING AND AUXILIARY FACILITIES SYSTEM
DEBT SERVICE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2022
Unaudited

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Total</u>
2021	\$ 2,545,000.00	\$ 2,118,000.00	\$ 4,663,000.00
2022	2,685,000.00	1,990,750.00	4,675,750.00
2023	2,815,000.00	1,856,500.00	4,671,500.00
2024	2,945,000.00	1,724,300.00	4,669,300.00
2025	3,080,000.00	1,585,950.00	4,665,950.00
2026	3,220,000.00	1,441,200.00	4,661,200.00
2027	3,370,000.00	1,289,850.00	4,659,850.00
2028	3,515,000.00	1,141,450.00	4,656,450.00
2029	2,605,000.00	986,400.00	3,591,400.00
2030	2,725,000.00	864,700.00	3,589,700.00
2031	1,925,000.00	737,350.00	2,662,350.00
2032	2,020,000.00	641,100.00	2,661,100.00
2033	2,115,000.00	540,100.00	2,655,100.00
2034	2,215,000.00	434,350.00	2,649,350.00
2035	1,495,000.00	323,600.00	1,818,600.00
2036	1,555,000.00	263,800.00	1,818,800.00
2037	1,615,000.00	201,600.00	1,816,600.00
2038	1,680,000.00	137,000.00	1,817,000.00
2039	1,745,000.00	69,800.00	1,814,800.00
	<u>\$ 45,870,000.00</u>	<u>\$ 18,347,800.00</u>	<u>\$ 64,217,800.00</u>

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SOUTH DAKOTA BOARD OF REGENTS

Informational Items
Consent

AGENDA ITEM: 6 – V
DATE: December 7-8, 2022

SUBJECT

Interim Actions of the Executive Director

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

Maintenance and Repair Projects

(\$50,000 - \$250,000)

University of South Dakota

Dishwasher Replacement – This \$225,000 work request is to replace the Muenster University Center’s small trash disposal and conveyor system located in Room 169 and install a new trash disposal, conveyor and dishwasher system.

Capital Asset Purchase

(Greater than \$250,000)

South Dakota State University

Purchasing Used Cessna 172S – SDSU is requesting \$454,876 to purchase a 2022 or newer used Cessna 172S with 500 hours or less total airtime to support their growing Aviation Program.

University of South Dakota

AVI Equipment – USD is requesting \$293,726 to purchase AVI equipment for the Parry Center which would allow the center to appropriately run the software called SimCapture, coming from the Health Affairs Capital Commitments Fund. SimCapture allows the center to meet its educational goals of delivering high-fidelity simulation trainings as a mechanism of better preparing their Health Affairs students for real life practice in their chosen field.

Clerical BOR Policy Updates

BOR Policy 1:10:2 – South Dakota State University Mission Statement – was updated on October 13, 2022, to correct the following clerical edit (noted in **red** below) in Section E.1:

1. **Main Campus (Brookings):** South Dakota State University is the states land-grant university, headquartered in Brookings, South Dakota, with extension, teaching, outreach, and other activities throughout the state. The SDSU mission statement is grounded in the tripartite mission of teaching and learning at the undergraduate and graduate levels; research, scholarship, and creative activity; and service and outreach. The research mission is one of the cornerstones of a land grant university and directly supports educational programming content. The campus serves residential students in undergraduate, professional, and graduate programs. The campus includes the College of Agriculture, Food & Environmental Sciences, College of Arts, Humanities, & Social Sciences, College of Education & Human Sciences, College of Natural Sciences, College of Nursing, College of Pharmacy & Allied Health ~~Professionals~~ Professions, and the Jerome J. Lohr College of Engineering.

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
Consent

AGENDA ITEM: 6 – W
DATE: December 7-8, 2022

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 list identifies the current capital improvement projects within the Board of Regents system and each project's regental building committee representative, estimated dollar amount, the source of funds, and the current status.

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. As a reminder, the review and approval steps for capital projects are as follows:

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).
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.

(Continued)

INFORMATIONAL ITEM

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

N/A

ATTACHMENTS

Attachment I – December 2022 Capital Projects List

South Dakota Board of Regents Capital Improvement Projects - December 2022

Facility Name	Ten-Year Plan	Legislative	Fund	Legislative /	Board Action	Status	Projected Completion	Building Committee
ACADEMIC FACILITIES								
Black Hills State University								
E. Y. Berry Library Renovation	FY12 10 Yr Plan	HB1051-2012 HB1045-2020 SB43-2020	FY22 HEFF Bonds Other M&R Bonding	\$3,000,000 \$3,972,345 \$2,400,000 \$9,372,345	Oct-20 Design Plan	Construction	2022	Bastian
BHSU-RC Addition & Renovation for West River Nursing								
	SB43-2022		General	\$8,000,000	Oct-21	Planning	2025	Partridge
			HEFF	\$5,114,644	Program Plan			
			Private	\$2,000,000				
Lyle Hare Stadium Renovation				\$15,114,644	Jun-16 Facility Stmt	Planning	2024	Bastian
Dakota State University								
DSU-ARL	SB130-2022		Private	\$50,000,000	Jan-22 Facility Statement	A/E & CM Selection	2025	Venhuizen
Athletics Events Center	HB1021-2022		Private	\$33,000,000	Mar-22 Design Plan	CM Selection	2024	Rave
Madison Cyber Labs (MadLabs)	HB1057-2018		Private	\$18,000,596	Oct-17 Design Plan	Completed	March-2020	Rave
Northern State University								
Regional Sports Complex	HB1037-2019		Private	\$33,000,000	Jun-19 Design Plan	Final Inspection	2021	Thares
Lincoln Hall Replacement	SB44-2022		General Funds	\$29,500,000	Oct-21 Facility Program Plan	Design	2024	Thares
South Dakota School of Mines and Technology								
Mineral Industries Building	SB156-2021		Private Local State	\$12,000,000 \$3,000,000 \$19,000,000 GMP Approved by BC \$34,000,000	Dec-21 Facility Design	CM Selection Construction	2024	Wink
Music Center (Old Gym) Renovation			Private		Oct-14 Facility Stmt	Planning	TBD	Wink
Student Innovation Center			Private		Jun-14 Facility Stmt	A/E Selection	TBD	Wink
Devereaux Library Renovation	HB1046-2020		HEFF Bonds General Funds M&R HEFF M&R Auxiliary Revenues Private	\$4,000,000 \$1,350,000 \$500,000 \$100,000 \$1,000,000 \$6,950,000	Dec-20 Facility Design	Complete	June-2022	Bastian
Stadium Renovation			HEFF Funds Local Private		Dec-19 Facility Stmt	A/E Selection	TBD	Bastian
South Dakota State University								
Animal Disease Research & Diagnostic Lab (ADRLD) - Addition & Renovations	HB1080-2016 SB172-2017		Livestock Disease Emergency 2018 State Bonded LDE/Animal Ready Fund	\$1,575,000 \$50,039,637 \$2,600,000	Oct-16 Design Plan	Final Inspection	2020	Rave

South Dakota Board of Regents Capital Improvement Projects - December 2022

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.
Berg Ag Hall Renovate 1st & 2nd floors - Phase 2			Local	\$6,000,000				
			ADRDJ Fees	\$1,105,000				
				\$61,319,637				
Dairy Unit - Dairy Research and Training Facilities	HB 1153- 2021		Donations	\$4,000,000	Mar-22	Construction	2023	Roberts
			HEFF M&R	\$5,450,315	Design Plan			
			Precision Ag Funds	\$100,000	(Revised)			
				\$9,550,315				
			Private	\$7,500,000	Apr-20	Design	2023	Rave
			General Funds	\$7,500,000	Facility Stmt			
				\$15,000,000				

South Dakota Board of Regents Capital Improvement Projects - December 2022

Facility Name	Ten-Year Plan	Legislative	Fund	Legislative /	Approved Amount	Board Action	Current Project	Projected Completion	Building Committee
Lincoln Hall - Renovation			Private		\$0	Jan-22	Construction	2023	Bastian
			HEFF M&R		\$5,416,880	Design Plan			
			2021 HEFF Bonds		\$10,000,000	(Revised)			
					\$15,416,880				
Outdoor Sports Support Facility		SB 51-2018	Business and Athletic Income		\$600,000	Dec-17 Program Plan	Planning	TBD	Venhuizen
Raven Precision Agricultural Center - Phase 1		HB1264-2018	Local General Funds		\$7,500,000	Dec-18 Design Plan	Final Inspection	2021	Venhuizen
			Private		\$16,600,000				
			2019 State Bonds		\$20,000,000				
					\$46,100,000				
Rodeo Grounds Practice Facility			Private		TBD	Apr-20 Facility Stmt	Planning	TBD	Thares
Sanford Jackrabbit Athletic Center Wrestling Addition		SB 28-2021	Private		\$4,900,000	Oct-21 Design Plan (Revised)	Construction	2022	Roberts
SJ Marshall Center - Addition, Phase 2		HB1022-2022	Private		\$43,200,000	Dec-21 Design Plan (Revised)	Construction	2024	Roberts
			Local HEFF M&R		\$4,000,000				
					\$5,030,000				
					\$52,230,000				
South Dakota Art Museum-New Construction			Donations		TBD	Mar-22 Facility Stmt	Planning	TBD	Brown
The Barn Renovation (replaces the Visual Arts Project in the 2012 Capital Project)	FY12 10 Yr Plan	HB1051-2012	2027 HEFF Bonds Private		\$7,500,000	Jun-2020 Facility Stmt	Planning	TBD	Bastian
					\$3,315,000				
					\$10,815,000				
Utility Repairs & Upgrades - Water, Sanitary Sewer, Storm Sewer	FY12 10 Yr Plan	HB1051-2012	2027 HEFF Bonds HEFF M&R		\$5,000,000	Mar-16 Program Plan	Phased Project Design & Construction	2029	Roberts
					\$5,043,000				
					\$10,043,000				
Cottonwood Range and Livestock Field Station	SB 84 - 2022		General Funds		\$6,000,000	Jun-22 Preliminary Fac Stmt	Planning	TBD	Bastian
University of South Dakota									
National Music Museum		HB1065-2018	Private HEFF M&R		\$9,095,000	Dec-18 Design Plan	Final Inspection	2020	Brown
					\$1,500,000				
					\$10,595,000				
Health Science Building		SB40-2020	HEFF Bond M&R Bond One-Time State Funds Private Funds Local Funds		\$7,500,000	Oct-21 Design Plan (Revised)	Construction	2022	Partridge
					\$5,000,000				
					\$5,000,000				
					\$4,500,000				
					\$875,000				
					\$22,875,000				
South Dakota School for the Blind & Visually Impaired									
New School		HB1071-2018	Private GOED		\$11,847,916	Aug-18 Facility Design Plan	Completed	2022	Thares
					\$5,000,000				
					\$14,347,916				

South Dakota Board of Regents Capital Improvement Projects - December 2022

Facility Name	Ten-Year Plan	Legislative	Fund	Legislative /	Most Recent	Current Project	Projected Completion	Building Committee
	Action / YR	Type	Approved Amount	Board Action	Status	Date	Rep.	
REVENUE FACILITIES								
Black Hills State University								
University Wellness Center Addition		General & Private		Dec-16 Facility Stmt	Planning	TBD		Partridge
Dakota State University								
New Residence Hall & Student Life Facility		Auxiliary Bonds Private	\$12,000,000 \$500,000 \$12,500,000	Dec-19 Design Plan	Completed	Aug-21		Roberts
Northern State University								
N/A								
South Dakota School of Mines and Technology								
Surbeck Center Addition		Private		Apr-14 Facility Stmt	A/E Selection	TBD		Wink
South Dakota State University								
Pierson Hall Renovations		Rent Revenues	\$12,200,000	Apr-21 Facility Stmt	Construction	2023		NA Exempted
University of South Dakota								
Wellness Center Expansion	SB42-2022	Auxiliary Funds Auxiliary Bonds Private Funds Local Funds	\$5,000,000 \$3,900,000 \$13,989,588 \$8,360,412 \$31,250,000	Jun-22 Design Plan (Revised)	Design	2024		Roberts

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: 6 – X
DATE: December 7-8, 2022

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 October 7, 2022, the building committee for the DSU Athletics Master Plan and Event Center, represented by Regent Rave, approved the project's Sub-GMP (Guaranteed Maximum Price) of \$27,464,182.

On October 14, 2022, the building committee for the USD Wellness Center Expansion, Represented by Regent Roberts, approved the project's Guaranteed Maximum Price (GMP) of \$31,250,000.

On October 17, 2022, the building committee for the SDSU South Dakota Art Museum new construction, represented by Regent Brown, selected Michael Maltzan Architecture to serve as the project design team.

On October 25 2022, the building committee for the SDSU Cottonwood Field Station, represented by Regent Bastian, selected Clark & Enerson to serve as the project design team.

IMPACT AND RECOMMENDATIONS

None

ATTACHMENTS

None

INFORMATIONAL ITEM

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs
Consent

AGENDA ITEM: 6 – Y
DATE: December 7-8, 2022

SUBJECT

Intent to Plan Requests

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:23](#) – New Programs, Program Modifications, Curricular Requests, and Inactivation/Termination

BACKGROUND / DISCUSSION

Per [BOR Policy 2:23](#), Intent to Plan requests are reviewed by the Executive Director (or designee) and if approved to the next step are then reviewed by the Academic Affairs Council for feedback, consultation, and possible collaboration. BOR academic leadership then provides a report to the Board's Committee on Academic and Student Affairs regarding submitted Intent to Plan requests with a report to the full Board placed under the Consent section of the agenda as a routine informational item. The approval of an Intent to Plan proposal does not overwrite the Full Proposal process and does not guarantee approval of the Full Proposal by the Board.

IMPACT AND RECOMMENDATION

This report will provide the intent to plan's that were approved by the Executive Director and will be followed by a full proposal in a future Board meeting.

1. [SDSU – BS in Elementary Education](#)

The proposed BS in Elementary Education will be designed to enable students to develop skills and competencies required of effective elementary teachers. The program will prepare graduates to teach students in kindergarten through eighth grade. The student demand at SDSU and the state workforce need projections support the approval to submit a full proposal at the March 2023 meeting.

2. [SDSU – BS in Special Education](#)

The proposed BS in Special Education will be designed to enable students to develop skills and competencies required of effective special education teachers. Special education teachers work with students who have a wide range of learning, mental, emotional, and physical disabilities. Currently, SDSU is the only institution in the state with a teacher training program that does not offer special education.

(Continued)

INFORMATIONAL ITEM

3. USD – PhD in Data Science and Engineering

The proposed The PhD in Data Science and Engineering would be an interdisciplinary degree that would span across many existing and emergent technical fields, including Machine Learning and Artificial Intelligence, Data Mining and Big Data, Data Analytics and Applied Statics, Data Engineering, and Data Visualization. The proposed program would be a collaborative program with SD Mines.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs **Consent**

AGENDA ITEM: 6 – Z
DATE: December 7-8, 2022

SUBJECT

General Education Assessment Report

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:7](#) – Undergraduate General Education Requirements

[BOR Policy 2:11](#) – Assessment

[AAC Guideline 8.3](#) – General Education Curriculum Requirements

[AAC Guideline 8.7](#) – General Education Assessment Reporting

BACKGROUND / DISCUSSION

BOR Policy 2:11, Section 2.1, outlining institutional and system responsibilities regarding the assessment of the general education program, states that each institution shall:

“Assess and analyze student achievement of the goals and learning outcomes of the established SDBOR System General Education Requirements. Each university will submit a report of their assessment findings annually to the Board at its December meeting. AAC Guidelines outline the required components of the report.”

AAC Guideline 8.7 (General Education Assessment Reporting) requires the six Regental institutions to assess two of the six general education goals per year, on a rotating basis. In 2020-2021 the universities assessed Goal 1: Written Communication and Goal 5: Quantitative Reasoning.

The primary method involved in this process included randomly selecting general education course sections while also ensuring that modality, location, and term were considered (stratified sampling, defined as a type of sampling methodology in which the total population is divided into smaller groups or strata to complete the sampling process¹). The universities then used rubrics generated by the respective system discipline councils which were aligned to the system student learning outcomes for each goal. From this process then, student artifacts from each course were evaluated.

¹ [What does stratified sampling mean? \(definitions.net\)](https://www.definitions.net/definition/stratified%20sampling). <https://www.definitions.net/definition/stratified%20sampling>

(Continued)

INFORMATIONAL ITEM

Note, institutions that were unable to utilize this assessment method due to the abrupt transition to online learning in the spring of 2020 developed appropriate alternative processes.

IMPACT AND RECOMMENDATION

The observed proficiency rates were satisfactory across all learning outcomes. In aggregate, over 86% of the artifacts reviewed were evaluated to be proficient or excellent for each of the four student learning outcomes for Goal 1, and 80% of the artifacts reviewed were deemed to be proficient or excellent for the two Goal 5 student learning outcomes.

One of the findings noted is the need for clear student learning outcomes and revision of the rubrics with respect to performance levels. Dr. Carriveau will meet with the Social Science and Natural Science faculty discipline councils to discuss the findings and request additional feedback on student outcomes and rubrics utilized.

In addition to the system's general education recommendations, each of the institutions have documented their findings and steps to enact their respective plans for improvement.

ATTACHMENTS

Attachment I – BHSU General Education Assessment Report

Attachment II – DSU General Education Assessment Report

Attachment III – NSU General Education Assessment Report

Attachment IV – SDSMT General Education Assessment Report

Attachment V – SDSU General Education Assessment Report

Attachment VI – USD General Education Assessment Report



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

General Education Assessment Form

Use this form to report the university General Education Assessment per AAC Guideline 8.7.A and BOR Policy 2:11. This report should be no more than 5-10 pages in length.

NOTE: This form will be provided to the Board of Regents at their June BOR meeting.

Black Hills State University	2020-2021	
Institution	Academic Year Reporting Period	
Dana Richey		
Assessment Representative	Institutional Approval Signature	Date
Provost	Provost Approval Signature	Date

Section 1. Introduction

The foundation of success in education comes from General Education, the program which provides the knowledge and skills students will need to succeed. General education requirements in South Dakota are outlined in SDBOR Policies 2:7, 2:11, and 2:26, and AAC Guidelines 8.3, 8.4, and 8.7.

The two System General Education Goals and Student Learning outcomes this year are Goal 1: Students will write effectively and responsibly and will understand and interpret the written expression of others, as well as Goal 5: Students will understand and apply fundamental mathematical processes and reasoning.

Section 2: Goals Assessed

Goal Assessed: Goal 1 Written Communication

SLO1: Write using standard American English, including correct punctuation, grammar, and sentence structure.

Methodology: Writing Skill Assessment (*the same for each goal assessed for Goal 1*)

Writing Analysis: Faculty members assessed student papers from ENGL 101 (N=21) and ENGL 201 (N=28).

Each artifact was analyzed using the above rubric that was developed using the SDBOR specified Student Learning Outcomes for General Education Goal 1: English. This rubric was developed by the General Education Committee which created a special task force made up of a sample of English faculty to define and specify the performance levels for the SLOs.

When analyzed, artifacts exceeding the standard (“Exemplary”) were given a 3, those meeting the standard (“Proficient”) were given a 2, and those not achieving the standard (“Below Proficient”) were given a 1.

Level of Achievement/Learning Outcome: SLO1 – Mechanics, Grammar, and Syntax:

All artifacts (N=49) – the mean score was 2.24

Only lower-division (N=21) – the mean score was 2.29

Only upper-division (N=28) – the mean score was 2.21

Among all students, 87.8% met or exceeded the standard.

Analysis of student writing artifacts indicates that students are achieving expectations in this area as indicated by the mean scores above 2 for the sampled artifacts.

SLO2: Write logically.

Methodology: Same as SLO1

Level of Achievement/Learning Outcome: SLO2 – Logical Development:

All artifacts (N=49) – the mean score was 2.06

Only lower-division (N=21) – the mean score was 1.95

Only upper-division (N=28) – the mean score was 2.14

Among all students, 77.6% met or exceeded the standard.

Analysis of student writing artifacts indicates that students are achieving expectations in this area as indicated by the mean scores above 2 for those artifacts sampled from upper-division courses.

SLO3: Write persuasively, using a variety of rhetorical strategies (e.g., exposition, argumentation, description).

Methodology: Same as SLO1

Level of Achievement/Learning Outcome: SLO3 – Persuasion:

All artifacts (N=49) – the mean score was 2.02

Only lower-division (N=21) – the mean score was 1.81

Only upper-division (N=28) – the mean score was 2.18

Among all students, 71.4% met or exceeded the standard.

Analysis of student writing artifacts indicates that students are achieving expectations in this area as indicated by the mean scores above 2 for those artifacts sampled from upper-division courses.

SLO4: Incorporate formal research and documentation into their writing, including research obtained through modern, technology-based research tools.

Methodology: Same as SLO1

Level of Achievement/Learning Outcome: SLO4 – Research and Documentation:

All artifacts (N=49) – the mean score was 2.18

Only lower-division (N=21) – the mean score was 2.24

Only upper-division (N=28) – the mean score was 2.14

Among all students, 85.7% met or exceeded the standard.

Analysis of student writing artifacts indicates that students are achieving expectations in this area as indicated by the mean scores above 2 for the sampled artifacts.

Goal Assessed: Goal 5 Mathematical Process and Reasoning

SLO1: Students will use mathematical symbols and mathematical structure to model and solve real world problems.

Methodology: Problem Solving Assessment: Four faculty members from the math program met to read/analyze a sample (N=46) of math problems completed by students. These artifacts came from the MATH 103 (N=7) and MATH 114 (N=39) classes.

Each artifact was analyzed using the above rubric that was developed using the SDBOR specified Student Learning Outcomes for General Education Goal 5: Mathematics. This rubric was developed by the General Education Committee which created a special task force made up of a sample of faculty (largely from Mathematics) to define and specify the performance levels for the SLOs.

When analyzed, artifacts exceeding the standard (“Exemplary”) were given a 3, those meeting the standard (“Proficient”) were given a 2, and those not achieving the standard (“Below Proficient”) were given a 1.

Level of Achievement/Learning Outcome: SLO1 – Computational Skills:

All artifacts (N=46) – the mean score was 2.48. Among all students, 89.1% met or exceeded the standard.

Analysis of student computational artifacts indicates that students are achieving expectations in this area as indicated by the mean scores above 2 for the sampled artifacts.

SLO2: Students will demonstrate appropriate communication skills related to mathematical terms and concepts.

Methodology: Problem Solving Assessment, refer to Goal 5 SLO1

Level of Achievement/Learning Outcome: SLO2 – Communication Skills:

All artifacts (N=46) – the mean score was 2.48. Among all students, 89.1% met or exceeded the standard.

Analysis of student writing artifacts indicates that students are achieving expectations in this area as indicated by the mean scores above 2 for the sampled artifacts.

Section 3. Findings

Goal Assessed: Goal 1 Written Communication

Interpretation of Findings: The findings reflect a steady improvement across most of the student learning outcomes which show a greater emphasis placed on research and documentation throughout BHSU's composition courses during that timeframe. There was also a push to encourage students to use the campus writing center during this period.

Comparison of Findings from Prior Period: The overall mean score for SLO 1 was nearly identical to the mean score calculated six years ago. The mean for SLO 2 dropped slightly, while the mean for SLO 3 rose slightly during the same period. However, the mean for SLO 4 rose considerably over the past six years.

Goal Assessed: Goal 5 Mathematical Process and Reasoning

Interpretation of Findings: The supplied data did not report students' computational and math communication skills separately. Therefore, the same results were used for each of the student learning outcomes above. During the next cycle, these data will need to be separated in order to test each of the General Education SLOs.

Comparison of Findings from Prior Period: The reported results demonstrate that nearly all students achieved or exceeded each of student learning outcomes outlined in General Education Goal 5, with 89.1% of students meeting or exceeding the requirements for SLO 1 and SLO 2. These scores cannot be directly compared to those from six years ago. This is because the courses sampled this year were basic mathematics courses, whereas the previous sample was taken from algebra and research methods courses.

Section 4. Plans for Continuous Improvement

Goal Assessed: Goal 1 Written Communication

The overall mean score for SLO 1 was nearly identical to the mean score calculated six years ago. The plan should remain to continue enhancing the program while also maintaining basic standards of practice.

SLO 2 and SLO 3: Although most students (77.6%) achieved or exceeded the requirements of SLO 2, the results reported here suggest that a quarter of our students have difficulty making logical arguments. Students might find a workshop on logic and persuasion (SLO 3) useful.

Goal Assessed: Goal 5 Mathematical Process and Reasoning

The results do not collect the appropriate data to show whether scores are rising or falling. They merely give a baseline for the next assessment cycle if the program samples data from basic mathematics courses rather than algebra and research methods courses. The plan for improvement needs to be one of consistency so that comparable and measurable artifacts can produce scores to properly assess a program's successes and/or failures.

Section 5. Summary**Goal Assessed: Goal 1 Written Communication**

The reported results demonstrate that nearly all students achieved or exceeded each of student learning outcomes outlined in General Education Goal 1. The range was 71.4% of students meeting or exceeding the requirements for SLO 3 to 87.8% of students meeting or exceeding the requirements for SLO 1. These percentages rose by around 10 points for SLO 1 and SLO 3, and by 29 points for SLO 4 (SLO 2's percentages were nearly unchanged). The dramatic increases across three of the learning objectives suggest that the changes recommended in the last General Education Assessment are working.

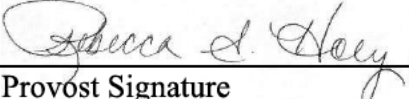
Goal Assessed: Goal 5 Mathematical Process and Reasoning

The reported results prove that nearly all students achieve or exceed the student learning outcomes outlined in General Education Goal 5, but the data is not comparable to the scores reported six years ago. While the goals are clearly being met, the data is sampled from two different courses than years previous. Further, the computational and communication skills were not reported separately. It should be noted to make these changes in future evaluations and assessments.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

General Education Assessment Form

Dakota State University	2020-2021	
Institution	Academic Reporting Year	
Dr. Jeanette McGreevy		
Assessment Representative	Institutional Approval Signature	Date
Dr. Rebecca Hoey		July 25, 2022
Provost	Provost Signature	Date

Section 1. Introduction

Dakota State University assesses all six general education System Graduation Requirements (SGRs) annually. Each of the six general education areas (English, Oral Communication, Social Sciences, Fine Arts/Humanities, Math, and Natural Sciences) has a designated faculty assessment leader who, in collaboration with other faculty teaching general education courses during the academic year, determines the course sections that will be included in each general education assessment area annually, course-embedded measures aligned with learning outcomes, targets, benchmarks, and use of results for improvement.

General education assessment leaders annually report learning outcome results to DSU's institutional Academic Assessment Coordinating Committee for accountability and feedback. The information provided in this report is extracted from DSU's Trojan Assessment Profile (TAP), an online assessment platform from the vendor Nuventive, that DSU began piloting in 2019-2020. General Education assessment leaders started using TAP in 2020-2021 as the repository for assessment plans, reports, and document storage.

As required by BOR Policy 2.11 (Assessment), this report includes learning outcomes results for Dakota State University students for the 2020-2021 academic year in the areas of ENGLISH and MATH.

Section 2: Goals Assessed (2020-2021)

SGR #1. Students will write effectively and responsibly and will understand and interpret the written expression of others.

Methodology:

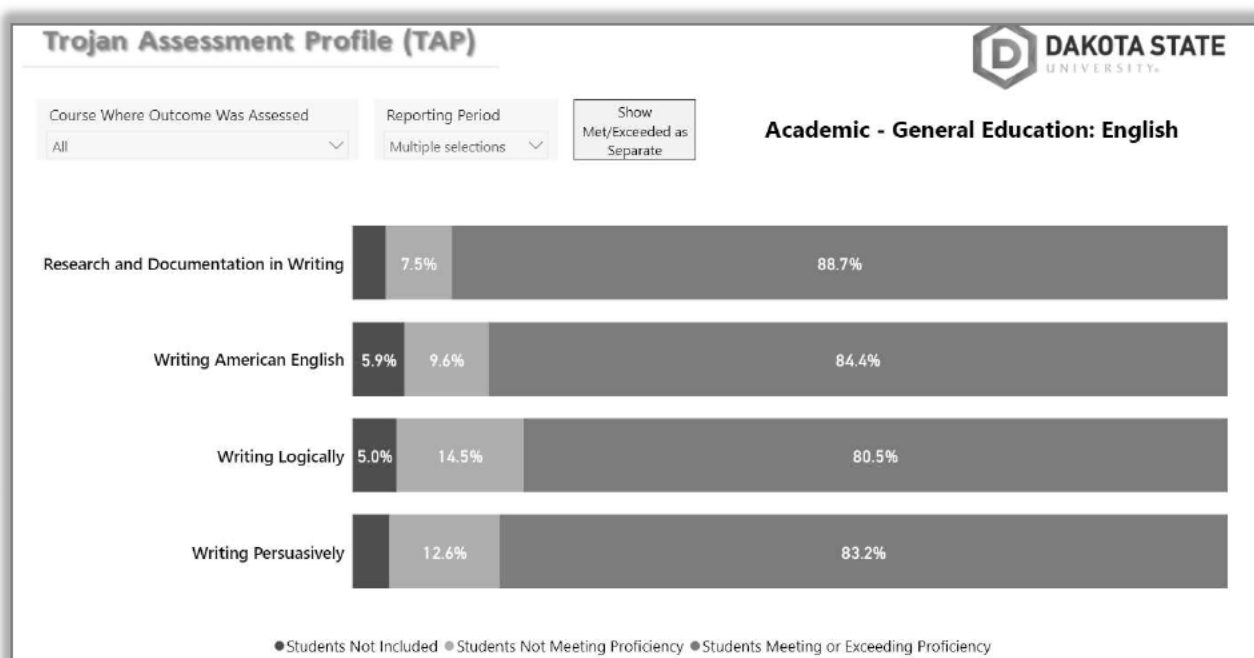
- Number of sections/courses in sample
 - Writing Standard English: 2
 - Writing Logically: 2
 - Writing Persuasively: 2
 - Research & Documentation in Writing: 1
- Number of students assessed
 - Writing Standard English: 135

- Writing Logically: 159
- Writing Persuasively: 95
- Research & Documentation in Writing: 53
- Measurement instruments selected
 - 4-Page Narrative Essay, Essay, Researched Position Essay, Test, Final Portfolio, Collection of Essays, Journal Article Review, Essay 4, Target Issue Research Essay, Academic Argument, Targeted Issue Investigation Essay

Level of Achievement/Learning Outcome

Note: "Students Not Included" indicates the % of students, for example, who did not hand in the assignment used for learning outcomes assessment.

- Writing Standard English
 - Exceeding Proficiency: 52.6%
 - Meeting Proficiency: 31.9%
 - Not Meeting Proficiency: 9.6%
 - Students Not Included: 5.9%
- Writing Logically
 - Exceeding Proficiency: 49.1%
 - Meeting Proficiency: 31.4%
 - Not Meeting Proficiency: 14.5%
 - Students Not Included: 5.0%
- Writing Persuasively
 - Exceeding Proficiency: 49.5%
 - Meeting Proficiency: 33.7%
 - Not Meeting Proficiency: 12.6%
 - Students Not Included: 4.2%
- Research & Documentation in Writing
 - Exceeding Proficiency: 26.4%
 - Meeting Proficiency: 62.3%
 - Not Meeting Proficiency: 7.5%
 - Students Not Included: 3.8%



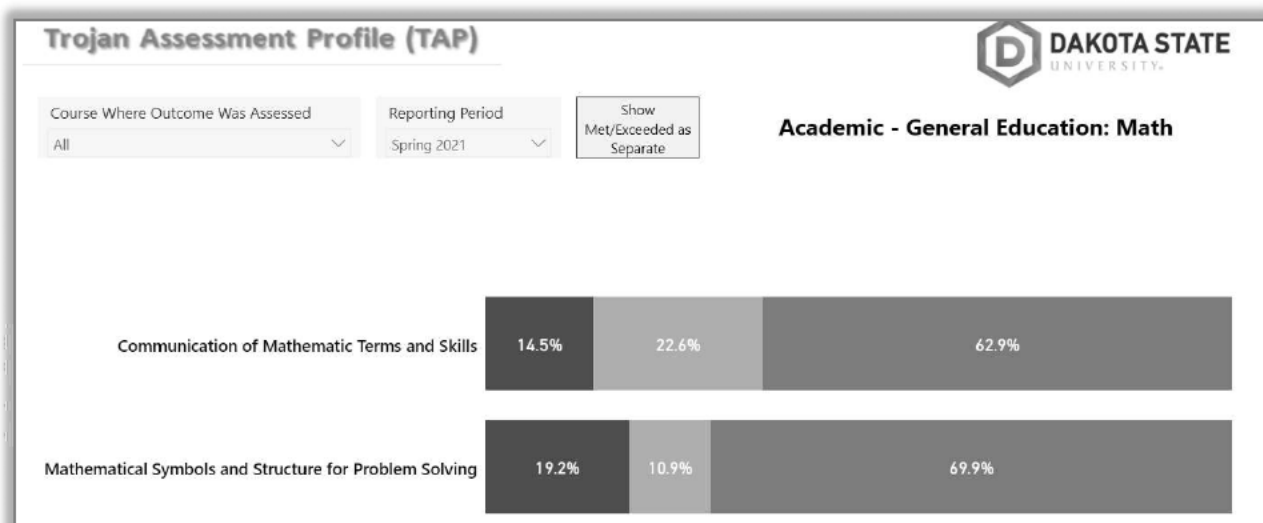
SGR #5. Students will understand and apply fundamental mathematical processes and reasoning.**Methodology:**

- Number of sections in sample
 - Communication of Mathematics Terms & Skills: 6
 - Mathematical Symbols & Structure for Problem Solving: 6
- Number of students assessed
 - Communication of Mathematics Terms & Skills: 159
 - Mathematical Symbols & Structure for Problem Solving: 156
- Measurement instruments selected
 - Communication of Mathematics Terms & Skills: Labeling Variables, Exam 3 Problem 5, Exam 2 Covering Techniques of Integration, Written Homework 4, Explaining Steps Needed to Solve a Problem
 - Mathematical Symbols & Structure for Problem Solving: Exam 3 Problem 3, Written Homework 8, Exam 3 Covering Applications and Integration

Level of Achievement/Learning Outcome

Note: "Students Not Included" indicates the % of students, for example, who did not hand in the assignment used for learning outcomes assessment.

- Communication of Mathematics Terms & Skills
 - Exceeding Proficiency: 8.8%
 - Meeting Proficiency: 54.1%
 - Not Meeting Proficiency: 22.6%
 - Students Not Included: 14.5%
- Mathematical Symbols & Structure for Problem Solving
 - Exceeding Proficiency: 9.0%
 - Meeting Proficiency: 60.9%
 - Not Meeting Proficiency: 10.9%
 - Students Not Included: 19.2%



Section 3. Findings

SGR #1. Students will write effectively and responsibly and will understand and interpret the written expression of others.

- Interpretation of findings:

Samples of faculty conclusions from DSU's Trojan Assessment Profile:

- Additional use of the Writing Center improved the overall understanding of the conventions of Standard American English. Continued use of the Writing Center and Peer Review sessions will be incorporated into the course.*
 - The activities and assignments designed to help students understand how to write using standard American English were successful for the majority of students.*
 - By the end of the term, students were successfully able to meet this assessment measure.*
 - The course seems to provide sufficient opportunity for students to success and gain in using standard American English.*
 - When I teach this class again, I will put increased focused attention to SAWE through supporting activities and more interactive editing (co-editing) with students on at least one paper. My performance target would be to increase the number of students who write clean.*
 - The assignment was a success. They wrote well.*
 - Course averaged a 70 percent on the essay. Students did a fine job on their fourth essay. Will continue to monitor progress and refine.*
 - Students are learning the appropriate foundational skills to write an academic, researched, university-level essay.*
 - Will continue to monitor data; however, this course was taught via Zoom, so data may be an outlier.*
- Comparison of findings to prior ratings periods; trends in students' achievement of the learning outcome over time:
 - Prior to DSU's implementation of its Trojan Assessment Profile, the university collected general education results via a Qualtrics survey. Below are prior results from that process:

DSU General Education Program SLO Results System Graduation Requirement (Written Communication)																			
(SGR #1) ENGLISH																			
Performance by Proficiency Level																			
Results exclude students with no valid work to score and/or students omitted from scoring for other reasons.																			
BOR SLO Number	BOR Goal Area	Student Learning Outcomes (SLOs) BOR System Rules Content as of August 2019	Spring Term 2018				Fall Term 2018				Spring Term 2019				Fall Term 2019 (11/17 Sections reported)				SLO Met or Exceeded Cumulative Average
			2018SP Below Proficient Faculty Reported Student N	2018SP Proficient Faculty Reported Student N	2018SP Exemplary Faculty Reported Student N	% Who Met or Exceeded SLO Proficiency	2018FA Below Proficient Faculty Reported Student N	2018FA Proficient Faculty Reported Student N	2018FA Exemplary Faculty Reported Student N	% Who Met or Exceeded SLO Proficiency	2019SP Below Proficient Faculty Reported Student N	2019SP Proficient Faculty Reported Student N	2019SP Exemplary Faculty Reported Student N	% Who Met or Exceeded SLO Proficiency	2019FA Below Proficient Faculty Reported Student N	2019FA Proficient Faculty Reported Student N	2019FA Exemplary Faculty Reported Student N	% Who Met or Exceeded SLO Proficiency	
1	English	Write using standard American English, including correct punctuation, grammar, and sentence structure.	14	51	19	83%	11	77	29	77%	46	154	48	81%	20	72	55	77%	80%
2	English	Write logically.	14	30	13	83%	18	70	28	72%	14	131	48	79%	11	78	61	77%	78%
3	English	Write persuasively, using a variety of rhetorical strategies (e.g., exposition, argumentation, description.)	15	52	17	82%	12	74	31	77%	52	153	48	79%	11	71	63	77%	79%
4	English	Incorporate formal research and documentation into their writing, including research obtained through modern, technology-based research tools.	23	45	16	73%	43	67	23	68%	17	153	67	86%	30	64	59	72%	74%
Report source: Qualtrix Survey, OSA, Jeanette McGreevy, Ph.D., Last Revision 1-24-2021																			

SGR #5. Students will understand and apply fundamental mathematical processes and reasoning.

- Interpretation of findings: Feedback from Academic Assessment Coordinating Committee--- Faculty gathered assessment measures later in the class which was a good way to avoid assessing those students who would later drop the course. It was a good idea to have every faculty member submit results from one course that was selected by the lead. This allows for a range of courses to be assessed rather than one selected by each faculty member.

Samples of faculty conclusions from DSU's Trojan Assessment Profile:

- 83% of students that submitted work were proficient. A homework problem with an application of rational functions was used for the assessment. These types of problems were emphasized in the course. Students are able to recreate a similar problem when given time to complete it during a homework assignment.
- Seventy-five percent of the students understood the expectation for solving specific types of real-world problems. The two below proficiency did the minimum and were not thorough in showing work. The five students not included in the results did not submit the assignment.
- Decent use of appropriate mathematical notation.
- Most students in Math 123 understand the process of optimization problems.
- Given the success of active-learning and inquiry-based activities, I plan to continue making these types of activities central to the student learning experience in my intro to Discrete Mathematics courses. In particular, I have found tremendous success pairing inquiry-based activities with Sage Math.
- My students showed master of congruency through completing an application problem.
- Students are resistant to writing in math courses. Emphasis on writing complete sentences and proper labeling of variables is important, and it will be more strongly emphasized in future classes.
- Most students communicated their solutions at the appropriate level.
- Students in Math 123 are still learning how to use mathematical theorems. Explanations of the process can be difficult as students are learning. In the future more emphasis on the important of mathematical theorems. Students should also be expected to explain their process throughout the class.
- My students were able to complete a clear logical argument through the use of definitions and algebra.
- Comparison of findings to prior ratings periods; trends in students' achievement of the learning outcome over time:
 - Prior to DSU' implementation of its Trojan Assessment Profile, the university collected general education results via a Qualtrics survey. Below are prior results from that process:

DSU General Education Program System Graduation Requirement (SGR #5) MATH																				
Performance by Proficiency Level																				
Results exclude students with no valid work to score and/or students omitted for other reasons.																				
BOR Learning Outcome	BOR Goal Area	Student Learning Outcomes (SLOs)	Spring Term 2018				Fall Term 2018				Spring Term 2019				Fall Term 2019 (16/17 Sections Reported)				SLO Met or Exceeded Cumulative Average	
			2018SP Below Proficient Faculty Reported Student N	2018SP Proficient Faculty Reported Student N	2018SP Exemplary Faculty Reported Student N	% Who Met or Exceeded SLO Proficiency	2018FA Below Proficient Faculty Reported Student N	2018FA Proficient Faculty Reported Student N	2018FA Exemplary Faculty Reported Student N	% Who Met or Exceeded SLO Proficiency	2019SP Below Proficient Faculty Reported Student N	2019SP Proficient Faculty Reported Student N	2019SP Exemplary Faculty Reported Student N	% Who Met or Exceeded SLO Proficiency	2019FA Below Proficient Faculty Reported Student N	2019FA Proficient Faculty Reported Student N	2019FA Exemplary Faculty Reported Student N	% Who Met or Exceeded SLO Proficiency		
1	Math	Students will use mathematical symbols and mathematical structure to model and solve real-world problems.	26	45	32	75%	64	125	121	79%	79	158	145	79%	93	178	61	49	63%	74%
2	Math	Students will demonstrate appropriate communication skills related to mathematical terms and concepts.	26	45	32	75%	61	146	114	81%	68	154	162	82%	91	172	67	50	63%	75%
Report Source: Outlook3 Series, OWA, Incomplete MySLOs, Bb N, Last Revision 2/21/2020																				

data collection in 2020-2021. DSU faculty teaching general education courses started collecting results comparing online sections with face-to-face sections in the 2021-2022 academic year.

Section 4. Plans for Continuous Improvement

SGR #1. Students will write effectively and responsibly and will understand and interpret the written expression of others.

- Opportunities for Improvement: The department evaluated class sizes and determined they were larger than other regental Composition I and II classes and as a result are seeking to align courses with regental norms, best practices based on composition scholarship, and recommendations of national standards.
- Areas of Strength: The department was impressed by the data given this was a COVID year (2020-2021). Patterns at this moment are difficult to ascertain until we have more data. The department decided that there would be no changes to cut scores.

SGR #5. Students will understand and apply fundamental mathematical processes and reasoning.

- Opportunities for Improvement: The percentage of students that were not assessed was 14.5% and 19.2% for each outcome, respectively. Reducing this percentage and assessing all students is important to get a proper understanding of student achievement of learning outcomes. It is possible the chosen assessment tools contribute to these numbers and instructors may want to consider changing the tools as a means of increasing these percentages. DSU offers math tutors for general education math courses and supplemental instruction for select sections of courses. However, the number of students that take advantage of these opportunities is low. The faculty need to investigate ways to encourage students to take advantage of tutoring and supplemental instruction opportunities (as well as attending instructor's office hours).
- Areas of Strength: Students were very close to reaching the 70% benchmark for using Mathematical Symbols and Problem Solving (69.9%). The math faculty each take assessment seriously and wish to draw meaningful conclusions from the data that is collected. The faculty take these assessments as an opportunity to reflect on pedagogy and student learning with an eye towards improvement.

Section 5. Summary

SGR #1. Students will write effectively and responsibly and will understand and interpret the written expression of others.

In each of the four general education English learning outcomes, the Dakota State University students assessed and reported during the 2020-2021 academic year met or exceeded the faculty-determined benchmark of 70% proficiency. Faculty teaching general education English courses will continue to refine assessments aligned with learning outcomes, make adjustments in pedagogy to meet students' needs, and analyze multiple semesters of learning outcomes results to inform decision making. The DSU Writing Center provides reading and writing support to students both on-campus and online across a variety of disciplines via one-on-one consultations, individualized assistance, and group workshops. <https://dsu.edu/academics/academic-support-advising/writing-center.html>

SGR #5. Students will understand and apply fundamental mathematical processes and reasoning.

In each of the two general education math learning outcomes, Dakota State University students assessed and reported during the 2020-2021 academic year did not meet or exceed the faculty-determined benchmark of 70% proficiency. Faculty teaching general education math courses will continue to refine assessments aligned with learning outcomes, make adjustments in pedagogy to meet students' needs, and analyze multiple semesters of learning outcomes results to inform decision making. DSU offers on-campus and online tutoring for students needing extra assistance in math, services they can access through TrojanConnect <https://dsu.edu/academics/academic-support-advising/tutoring.html>. DSU's math department offered supplemental instruction for selected courses.

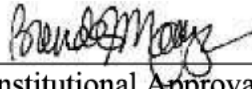



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

General Education Assessment Form

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NOTE: This form will be provided to the Board of Regents at their June BOR meeting.

Northern State University	2020-21	
Institution	Academic Year Reporting Period	
Brenda Mammenga		7/20/2022
Assessment Representative	Institutional Approval Signature	Date
Michael Wanous		7/20/2022
Provost	Provost Approval Signature	Date

Section 1. Introduction

During 2020-21, Northern State University faculty assessed student learning related to General Education Goals 1 and 5. Per BOR Policy 2.11, Goal 1 is stated as: Students will write effectively and responsibly and will understand and interpret the written expression of others. Goal 5 is: Students will understand and apply fundamental mathematical processes and reasoning.

Section 2: Goals Assessed

Goal Assessed: Goal 1

Methodology: Instructors of ten course sections of ENGL-201 designed assignments that prompted students to demonstrate their abilities related to each of the four learning outcomes included in Goal 1; 165 students participated. Assignments generally took place towards the end of the semester, and these assignments were mostly research papers. Upon collecting the student work submitted, instructors assessed student performance against the BOR-established rubric for each outcome. Faculty summarized results and shared them with the Office of Institutional Research and Assessment, where office staff aggregated and disaggregated those results to report on student learning for the whole campus.

Level of Achievement/Learning Outcome: For each learning outcome, faculty used three levels of proficiency for student ratings: Exemplary, Proficient, and Below Proficient. The percentage of students per proficiency category and learning outcome are displayed in the following table.

Goal 1 Assessment Results	Exemplary	Proficient	Below Proficient
Learning Outcome 1 (Mechanics, Grammar, and Syntax): Write using standard American English, including correct punctuation, grammar, and sentence structure.	47%	33%	19%
Learning Outcome 2 (Logical Development): Write logically.	46%	39%	15%
Learning Outcome 3 (Persuasion): Write persuasively, using a variety of rhetorical strategies (e.g., exposition, argumentation, description).	44%	44%	12%
Learning Outcome 4 (Research and Documentation): Incorporate formal research and documentation into their writing, including research obtained through modern, technology-based research tools.	32%	39%	29%

Goal Assessed: Goal 5

Methodology: Instructors of 19 course sections among the courses of MATH-103, MATH-114, MATH-120, MATH-123, MATH-125, and MATH-225 participated in the assessment process. They designed assignments that prompted students to demonstrate their abilities related to each learning outcome included in Goal 5; 220 students participated. The types of assignments used for the assessment process included mid-course exams, final exams, homework assignments, and projects; these were generally timed near the end of the semester. Upon collecting the student work submitted, instructors assessed student performance against the BOR-established rubric for each outcome. Faculty summarized the results and shared them with the Office of Institutional Research and Assessment, where office staff aggregated and disaggregated those results to report on student learning for the whole campus.

Level of Achievement/Learning Outcome: For each learning outcome, two levels of proficiency were used for student ratings: Proficient and Below Proficient. The percentage of students per proficiency category and learning outcome are displayed in the following table.

Goal 5 Assessment Results	Proficient	Below Proficient
Learning Outcome 1: Students will use mathematical symbols and mathematical structure to model and solve real world problems.	65%	35%
Learning Outcome 2: Students will demonstrate appropriate communication skills related to mathematical terms and concepts.	65%	35%

Section 3. Findings

Goal Assessed: Goal 1

Interpretation of Findings: The percentage of students being rated as proficient or better at Learning Outcome 4 is the lowest among the four outcomes (71% compared with 80%, 85%, and 88%). This holds true even when the results are disaggregated per term and per delivery method (online versus face-to-face). Thus, it is reasonable to conclude that student performance related to Learning Outcome 4 is poorest among the four learning outcomes for Goal 1. Faculty noted that this outcome requires both appropriate use *and* documentation of students' research efforts exerted for the writing assignment, so lower proficiency ratings are not surprising. Faculty also conjectured that the varying documentation styles used in classes across campus (i.e., APA, MLA, Chicago, etc.) could be confusing for ENGL-201 students.

No consistent patterns emerge when comparing online versus face-to-face formats, or accounting for fall semester versus spring semester. The consensus among faculty is that this indicates consistency in student learning across delivery methods and semesters.

Comparison of Findings from Prior Period: When Goal 1 was last assessed in 2017-18, 65% of students were deemed Proficient or Exemplary at Learning Outcome 1, 84% at Outcome 2, 78% at Outcome 3, and 70% at Outcome 4. Thus, it was Outcome 1 that showed the poorest results three years ago, rather than Outcome 4 this year. Even though this year's proficiency rate for Outcome 4 is lower than the other three outcomes, it is consistent with the Outcome 4 results captured in the 2017-18 assessment report (70%). So rather than dwelling on Outcome 4, it seems more appropriate to focus on the large increase in the percentage of students proficient at Outcome 1 between these two assessment cycles: 65% in 2017-18 and 80% in 2020-21. Faculty conjectured that the decrease in international students from 2017-18 to 2020-21 is a likely explanation for improved proficiency rates for Outcome 1. Indeed, it is to be expected that students whose primary language is not English would struggle more often with mechanics and grammar than the rest of the student population.

We are unable to compare the disaggregated results of 2020-21 with those of 2017-18 because of the limited information collected in 2017-18. In particular, assessment results from three years ago are only available from two online sections and six face-to-face sections, all taking place in the spring semester. It is inappropriate to draw conclusions from such small datasets.

Goal Assessed: Goal 5

Interpretation of Findings: The percentage of students being rated as "proficient" at Learning Outcome 1 is identical to the percentage for Outcome 2. However, when the results are disaggregated per term and per delivery method, the percentages do vary a bit, but the differences only ranged between two and seven percentage points. Thus, it is reasonable to conclude that student performance is similar between the two outcomes.

It appears that higher rates of proficiency were demonstrated in fall semester classes than those in the spring. Also, online sections reported higher rates of proficiency than those taking place in a face-to-face environment. It should be noted that 65% of students were in Fall 2020 classes and 59% of students were in face-to-face classes. The table below compares the proficiency rates for these class categories.

Goal 5 Assessment Results	Proficient	Below Proficient
Learning Outcome 1	65%	35%
<i>By term:</i>		
Fall 2020	73%	27%
Spring 2021	51%	49%
<i>By delivery method:</i>		
Face-to-face	63%	37%
Online	69%	31%
Learning Outcome 2	65%	35%
<i>By term:</i>		
Fall 2020	75%	25%
Spring 2021	47%	53%
<i>By delivery method:</i>		
Face-to-face	58%	42%
Online	76%	24%

Faculty were not surprised by these observations and suggested that differences in the student populations per class category could explain the differences. First, online sections have higher percentages of high school dual credit students than face-to-face sections, and those high school students typically perform better academically than traditional college students due to academic requirements for taking dual credit courses. This would likely explain the higher proficiency levels in online sections. Second, turning to the better performance in fall sections compared with spring, students have to delay taking MATH-114 until the spring when they first need to complete remedial coursework. It is also common for students who are apprehensive about taking math classes to delay enrollment. Finally, students who are not pursuing a math-intensive degree program may not find it necessary to fulfill their math general education requirement right away, and those students may have weaker math skills in general. All of these scenarios may impact the academic profile (related to mathematics) of students enrolled in the spring semester.

Comparison of Findings from Prior Period: When Goal 5 was last assessed in 2017-18, three proficiency categories were used: Below Proficient, Proficient, and Exemplary. Since the assessment process in 2020-21 uses only the Below Proficient and Proficient categories, we can't be sure that the elimination of the Exemplary category didn't have an effect on faculty proficiency ratings. Taking all of that into consideration, it is still useful to compare this year's results with those collected in 2017-18. Three years ago, 75% of students were deemed Proficient or Exemplary at Outcome 1, and 73% at Outcome 2. Thus, the 2020-21 results (65% proficient for each outcome) show a decrease in students achieving a proficient level towards each outcome.

The most obvious explanation for the lower proficiency ratings is the COVID-19 pandemic. First, student attendance during Fall 2020 and Spring 2021 semesters suffered due to quarantine and isolation policies implemented campus-wide. Second, protocols intended to prevent the spread of the virus disrupted the typical support system used by Northern's math department such as tutoring, office hours, group study sessions, and other collaborative learning environments. And third, students who were relying on their math coursework from the spring semester of 2020 as preparation for their mathematical progression at Northern might have found gaps in that baseline knowledge due to high schools closing in March 2020, impacting student learning in those classes.

Section 4. Plans for Continuous Improvement

Goal Assessed: Goal 1

To improve student learning towards Learning Outcome 4, English faculty first speculated that students' struggles related to Outcome 4 are more related to documentation errors than poor research skills themselves. Faculty suggested taking a repetitive approach to the subject matter of the MLA style guide. It was their view that students would become more capable of accurately documenting sources used in their writing if they practiced that skill early and often in their ENGL-201 class.

Currently, there is interest in exploring a Writing Across the Curriculum (WAC) program at Northern; campus-wide meetings related to this initiative began in the Fall 2021 semester. The faculty of Goal 1 courses viewed this as a positive development. Even though some students may take WAC-associated classes after ENGL-201 (and therefore not necessarily impact proficiency rates toward Goal 1 learning outcomes), the writing abilities of Northern's students are likely to improve en masse by requiring more writing-intensive courses.

Goal Assessed: Goal 5

When discussing the 2020-21 assessment results with the Director of Institutional Research & Assessment, the math faculty noted some confusion about how to handle students who do not submit work that is used for assessment. The director made note of this issue and will update the instructions to be more clear in future years.

It is important that Northern's E-learning and Rising Scholars sections are included in the next cycle of general education assessment. If student learning varies between these types of course sections, then that is critical information to know. Assessment data will give us the ability to check for differences between these types of course sections, just like this report compared online and face-to-face sections. The director will be responsible for informing the instructors of E-learning and Rising Scholars sections of the assessment expectations in the next cycle for Goal 5 (2023-24).

As of the Fall 2021 semester, the mathematics course offerings no longer included MATH-114L, a lab course that accompanied some on-campus sections of MATH-114. The rationale for this change is that students will instead have access to that sort of learning experience via improved tutoring services. The next cycle of Goal 5 assessment will give us an opportunity to evaluate whether this change had a significant impact (either positive or negative) on student learning within the mathematics general education program.

Section 5. Summary

The 2020-21 academic year was the second cycle of general education assessment for Goals 1 and 5 under the current guidelines, and faculty showed an understanding of the process and purpose of assessing student learning. The observed proficiency rates were generally satisfactory across all learning outcomes, although there are areas for improvement. Upon having a group discussion about

the assessment results described in this report, faculty made suggestions that were meaningful and feasible for improving student learning.

Starting in the Fall 2021 semester, instructors began using D2L, Northern's learning management software, to record student proficiency ratings for each general education learning outcome. There are two benefits to this change. First, faculty will likely find this process less time-consuming and error-prone, as it eliminates the need for their own data storage system (even if that was as simple as a computer spreadsheet). Second, the results are now available for more sophisticated data analysis, since the student proficiency ratings will be associated with reliable student identifier information. Thus, the Office of Institutional Research and Assessment may tie in student characteristics captured in Northern's student information system, disaggregate by those characteristics, and then look for patterns in the assessment results.



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South Dakota Mines	AY 2020-2021	
Institution	Academic Year Reporting Period	
Darcy Briggs	Darcy Briggs	9.9.2022
Assessment Representative	Institutional Approval Signature	Date
Lance Roberts	Lance Roberts	9.9.2022
Provost	Provost Approval Signature	Date

Section 1. Introduction

Higher education experienced tremendous disruption in AY 2020/2021, and South Dakota Mines, as an institution rooted in highly interactive in-person instruction, was heavily impacted by the disruptions of that unprecedented time. Some of the more significant challenges and changes encountered by the institution include:

- Abrupt pivot from traditional in-person instruction, to online instruction
- With no Center for Effective Teaching and Learning (CETL) at the institution and an Office of Faculty Development in its first year of existence, three staff members voluntarily quickly developed a “Teaching Online 101” course to help faculty at the institution transition to online teaching
 - o 90+ faculty voluntarily enrolled in the “Teaching Online 101” course
- A new Department Head was hired to lead the Mathematics department
- The Mathematics department completely revamped the Mathematics (BS) degree following a thorough review of the curriculum
 - o This significant program modification also entailed the work to develop completely new Student Learning/Program Outcomes for the degree
 - o While program outcomes are distinct from General Education outcomes, for a field like mathematics, there is the potential for significant overlap between the two and a great deal of time was needed to fully explore what that appropriate overlap should be
- The Associate Vice Provost for Academic Affairs, the position leading assessment efforts at the institution, announced their retirement
- The decision by SD Board of Regents staff to discontinue Summer Summits after Summer, 2019

In the midst of all that change, general education assessment still happened at South Dakota Mines. While not a perfect process, it did lead to a very positive outcome; a review and analysis of information, and the identification of opportunities for continuous improvement.

Section 2: Goals Assessed

Goal Assessed: *Goal 1 – Written Communication*

Methodology:

South Dakota Mines offers a limited selection of courses that meet the Goal 1 requirement. While there are few courses from which to select, each course typically has very strong enrollment. As such, several sections of ENGL 101: Composition I provided adequate numbers of students and faculty for an effective assessment process.

Two artifacts were identified in each section selected; one artifact produced early in the course and the second artifact was produced later in the course.

Level of Achievement/Learning Outcome:

	Earlier artifacts	Later artifacts
Outcome 1 – Below Proficient	13	6
Outcome 1 – Proficient	27	30
Outcome 1 – Excellent	22	26
	Earlier artifacts	Later artifacts
Outcome 2 – Below Proficient	22	10
Outcome 2 – Proficient	24	31
Outcome 2 – Excellent	16	21
	Earlier artifacts	Later artifacts
Outcome 3 – Below Proficient	20	9
Outcome 3 – Proficient	28	33
Outcome 3 – Excellent	14	20
	Earlier artifacts	Later artifacts
Outcome 4 – Below Proficient	22	9
Outcome 4 – Proficient	26	33
Outcome 4 – Excellent	12	20

Goal Assessed: *Goal 5 – Mathematics*

Methodology:

As referenced in the introduction, hiring a new Department Head, a complete overhaul of the Mathematics (BS) degree requirements, and the creation of program outcomes (which includes a consideration of general education outcomes) significantly impacted the general education assessment activities for mathematics.

As such, for this one assessment period, the Fundamentals of Engineering (FE) exam is being utilized as a proxy assessment artifact. The FE exam is a national standardized exam that is given to students in engineering programs that contains a specific section testing for “Mathematics and Statistics” knowledge. As a national standardized exam, comparison is available between institutional performance and a national average, both at the overall exam score level as well as at the individual section level.

Level of Achievement/Learning Outcome:

Exam Population	South Dakota Mines Average	ABET Comparison Average
Spring 2021 – Enrolled FE	9.3	9.5

Section 3. Findings

Goal Assessed: Goal 1 – Written Communication

Interpretation of Findings:

Overall, the analysis of the artifacts indicated that students performed better on the later artifact than on the earlier artifact. This is positive and reflects that student learning was improving as reflected in the increased numbers of students at “Proficient” and “Excellent” levels.

One important discrepancy that appeared in assessment data was the drop-out rate between the earlier and later sets of artifacts reported by instructors. That is due to the high levels of student attrition during the FA20-SP21 school year, characterized by the COVID-19 pandemic and a shift in instructional delivery. One instructor described a roughly one-quarter drop-off rate between the earlier and later forms of these artifacts. It remains impossible to provide, therefore, a detailed quantitative analysis with the open question of whether this drop-out rate can be factored out of analysis, or whether it provides an important detail for evaluating instruction.

To ensure consistency in data comparison between the two artifacts, students who dropped the course after the earlier artifact was collected were removed from the counts.

Comparison of Findings from Prior Period:

Comparison from prior period is not possible, due to transition from CAAP.

Goal Assessed: Goal 5 – Mathematics

Interpretation of Findings:

South Dakota Mines students performed just slightly lower than the national average on the Mathematics & Statistics portion of the FE exam.

Comparison of Findings from Prior Period:

Comparison from prior period is not possible, due to transition from CAAP.

Section 4. Plans for Continuous Improvement

Goal Assessed: Goal 1 – Written Communication

Written Communication instructors at SD Mines have reviewed the data from the assessment results. The faculty will remain in contact with their relevant disciplinary communities, both concerning research and pedagogy, and will follow best practices in their fields to meet the established student learning outcomes.

Goal Assessed: Goal 5 – Mathematics

The Mathematics department completed the work to establish appropriate student learning/program outcomes for the revamped Mathematics (BS) degree. This work included the creation of an assessment plan and map, and the identification of artifacts and a schedule for collection and analysis. This new assessment model will be implemented in AY23/24 when Mathematics is one of the General Education goals assessed.

Section 5. Summary

South Dakota Mines has implemented several changes to strengthen general education assessment moving forward. A General Education Assessment committee was established in Fall, 2021 that contains membership from the Provost's Office and each academic department at the institution that has general education courses. Through the work of that committee, an updated assessment process was created and documented, a timeline was created, a central repository for data and information was established, and new forms were developed and utilized. These changes were developed and implemented for the AY21/22 general education assessment cycle, and they yielded positive results.



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<u>South Dakota State University</u>	<u>2020-21</u>	
Institution	Academic Year Reporting Period	
<u>Jana Hanson</u>		
Assessment Representative	Institutional Approval Signature	Date
<u>Dennis Hedge</u>		<u>8-3-2022</u>
Provost	Provost Approval Signature	Date

Section 1. Introduction

The South Dakota State University General Education Assessment Plan outlines the purpose, principles, and processes which guide the assessment of student learning identified by the System General Education goals and student learning outcomes.

The goal of general education assessment is to determine how well and in what ways students are achieving the intended learning outcomes. In addition, the assessment process can provide meaningful information and feedback for faculty who teach general education courses. Most important, general education assessment identifies successes of student learning, areas for improvement, and documentation of evidence-based changes.

Good assessment practices encourage the use of multiple methods to examine student learning outcomes. SDSU's general education assessment plan incorporates multiple methods to assess student learning as related to the general education curriculum. These methods include:

1. Review of student artifacts from randomly selected general education courses/sections
2. Items from the Senior Exit Survey
3. Items from the National Survey of Student Engagement
4. Focus Groups (optional)

Section 2: Goals Assessed

Goal Assessed: SGR #1

Methodology:

Following the SDSU Section and Artifact Sampling procedure (see General Education Assessment Plan), a sample of approximately 25% of the available courses on the approved list was selected by the Director of Institutional Assessment.

For the 2020-21 cycle, the following course has been selected for Goal #1:

- ENGL 283 (Introduction to Creative Writing)

Level of Achievement/Learning Outcome:

Written Communication included 2 course sections from ENGL 283 with a total of 39 scored student artifacts.

The artifacts were scored by each student learning outcome (SLO). The results for SLO 1 (n = 39) were 9 (23%) artifacts rated as below proficient, 15 (38.5%) rated as proficient, and 15 (38.5%) rated as exemplary. The results for SLO 2 (n = 39) were 7 (17.9%) artifacts rated as below proficient, 14 (35.9%) rated as proficient, and 18 (46.2%) rated as exemplary. The results for SLO 3 (n = 39) were 6 (15.4%) artifacts rated as below proficient, 16 (41.0%) rated as proficient, and 17 (43.6%) rated as exemplary. The results for SLO 4 (n = 39) were 7 (17.9%) artifacts rated as below proficient, 15 (77.6%) rated as proficient, and 17 (43.6%) rated as exemplary. The results for SLO 5 (n = 39) were 15 (38.5%) artifacts rated as below proficient, 14 (35.9%) rated as proficient, and 10 (25.6%) rated as exemplary.

Goal Assessed: SGR #5

Methodology:

Following the SDSU Section and Artifact Sampling procedure (see General Education Assessment Plan), a sample of approximately 25% of the available courses on the approved list was selected by the Director of Institutional Assessment.

For the 2020-21 cycle, the following courses have been selected for Goal #5:

- MATH 103 (Mathematical Reasoning)
- MATH 125 (Calculus II)

Level of Achievement/Learning Outcome:

Mathematics included 3 course sections from MATH 103 and 6 course sections from MATH 125 with a total of 290 scored student artifacts for SLO 1 and 265 scored student artifacts for SLO 2.

The results for SLO 1 (n = 290) were 92 (31.7%) artifacts rated as below proficient and 198 (68.3%) rated as proficient. The results for SLO 2 (n = 265) were 55 (20.8%) artifacts rated as below proficient and 265 (79.2%) rated as proficient.

Section 3. Findings

Goal Assessed:

Interpretation of Findings: SGR 1

The results indicate that students performed at or above the benchmark for SGR Goal #1 (Written Communication) for SLOs 1, 2, 3, and 4. However, only 61.5% of students were proficient or exemplary for SLO 5.

Comparison of Findings from Prior Period: N/A

Goal Assessed:

Interpretation of Findings:

The results indicate that students performed at or above the benchmark for SGR Goal #5 (Mathematics) for SLO 2. However, only 68.3% of students were proficient or exemplary for SLO 1.

Comparison of Findings from Prior Period: N/A

Section 4. Plans for Continuous Improvement

Goal Assessed: SGR #1

The faculty and departments that teach courses for SGR #1 will use the information in this report to improve student learning (and instructor pedagogical practices) in the following ways:

- Faculty indicated the need to redesign the research and documentation component of the course by modifying course assignments, adding a portfolio checklist, adding additional examples, and highlighting the research process throughout the semester.

Goal Assessed: SGR #5

The faculty and departments that teach courses for SGR #5 will use the information in this report to improve student learning (and instructor pedagogical practices) in the following ways:

- Faculty noted that SLO 1 is a more difficult concept for students and they will work to make it more concrete and make better connections
 - For example, one faculty is working on new activities to help students better understand difference in formulas.
- Other faculty indicated a need for a stronger incentive to help students better prepare for the final exam and re-exam the grading policy.
- For fully online sections, one faculty member is working on more effective student engagement.

Section 5. Summary

Overall, a few ways to improve the overall general education assessment process have been identified. Those included:

- The revision of rubrics and writing clearer outcomes and discriminating better between performance levels.
- Provide guidelines and suggestions for good practices for incorporating the rubric and selecting artifacts that align with the rubric and SLOs.
- Provide additional training on scoring artifacts using the rubric.
- Provide professional development opportunities specifically for faculty (especially new faculty) who teach general education courses.



SOUTH DAKOTA BOARD OF REGENTS ACADEMIC AFFAIRS FORMS

General Education Assessment Form

Use this form to report the university General Education Assessment per AAC Guideline 8.7.A and BOR Policy 2:11. This report should be no more than 5-10 pages in length.

NOTE: This form will be provided to the Board of Regents at their June BOR meeting.

<u>University of South Dakota</u>	<u>2020-2021</u>	
Institution	Academic Year Reporting Period	
<u>Lisa K. Bonneau, Ph.D.</u>		<u>7-27-2022</u>
Assessment Representative	Institutional Approval Signature	Date
<u>Kurt Hackemer, Ph.D.</u>		<u>7-27-2022</u>
Provost	Provost Approval Signature	Date

Section 1. Introduction

General Education is an academic program that provides students with a foundation of knowledge and skills to prepare them for success. General education requirements in South Dakota are outlined in SDBOR Policies 2:7, 2:11, and 2:26, and AAC Guidelines 8.3, 8.4, and 8.7. Faculty members in each discipline from all six BOR universities meet to review the goals and learning outcomes and create rubrics to evaluate the degree to which students meet the stated student learning outcomes for the given goal.

The two System General Education Goals and Student Learning Outcomes assessed this year are: Goal #1: Students will write effectively and responsibility and will understand and interpret the written expression of others and Goal #5: Students will understand and apply fundamental mathematical processes and reasoning.

Section 2: Goals Assessed

Goal Assessed: Goal 1 Written Communication

Methodology: In early August, a complete list of all course sections for courses that meet the general education goals was compiled for the 2020/21 academic year. The campus Assessment Committee had asked for as many sections as possible to be included in the sample for this academic year rather than a random sample of courses and sections so more courses and section types could be included in the analysis. Faculty in Arts & Sciences sections were notified before the beginning of the semester and provided with the student learning outcomes for the goal, information on artifact selection, the approved rubrics, and the data submission sheet. Results were submitted to the Assistant Provost by the end of the semester.

Level of Achievement/Learning Outcome:

Fall

SLO 1: 8% Below Proficient, 68 % Proficient, 24% Exemplary (92% Proficient or Above)
 SLO 2: 8% Below Proficient, 56% Proficient, 36% Exemplary (92% Proficient or Above)
 SLO 3: 9% Below Proficient, 54% Proficient, 37% Exemplary (91% Proficient or Above)
 SLO 4: 11% Below Proficient, 58% Proficient, 31% Exemplary (89% Proficient or Above)

Spring

SLO 1: 9% Below Proficient, 62 % Proficient, 29% Exemplary (91% Proficient or Above)
 SLO 2: 8% Below Proficient, 62% Proficient, 30% Exemplary (92% Proficient or Above)
 SLO 3: 8% Below Proficient, 62% Proficient, 30% Exemplary (92% Proficient or Above)
 SLO 4: 10% Below Proficient, 59% Proficient, 31% Exemplary (90% Proficient or Above)

Goal Assessed: Goal 5 Mathematical Process and Reasoning

Methodology: In early August, a complete list of all course sections for courses that meet the general education goals was compiled for the 2020/21 academic year. The campus Assessment Committee had asked for as many sections as possible to be included in the sample for this academic year rather than a random sample of courses and sections so more courses and section types could be included in the analysis. Faculty in Arts & Sciences sections were notified before the beginning of the semester and provided with the student learning outcomes for the goal, information on artifact selection, the approved rubrics, and the data submission sheet. Results were submitted to the Assistant Provost by the end of the semester.

Level of Achievement/Learning Outcome:**Fall**

SLO 1: 14% No Valid Work, 19% Below Proficient, 67% Proficient
 SLO 2: 15% No Valid Work, 25% Below Proficient, 60% Proficient

Spring

SLO 1: 13% No Valid Work, 27% Below Proficient, 60% Proficient
 SLO 2: 14% No Valid Work, 32% Below Proficient, 54% Proficient

Section 3. Findings**Goal Assessed: Goal 1 Communication**

Interpretation of Findings: Students are doing well meeting the learning outcomes of this goal. No benchmarks were set for comparison as they were not required with either the SDBOR or campus level assessment process during this particular goal review year. Provided assessment methodology doesn't change for the next cycle for this goal there will be an ability to monitor trends in assessment results across years.

Comparison of Findings from Prior Period: Direct comparison to results from 2017-18 are not appropriate at this time, though the percentages were similar (84% for SLO 1, 88% for SLO 2, for 84% SLO 3, and for 78% SLO 4). In 2017-18, the sampling strategy was a random sample, with only 259 student artifacts evaluated, while the current cycle assessed all course sections, with 1,025 student artifacts in the fall and 467 student artifacts in the spring.

Goal Assessed: Goal 5 Mathematical Process and Reasoning

Interpretation of Findings: Spring results are typically lower than fall and the results are not surprising. Some reasons for this include the following: spring students didn't place directly into these courses (rather, they started in a remedial course before MATH 114 and 103) so they started behind the fall cohort in ability; many spring students failed the first semester and were repeating the course so were likely not as strong as the fall cohort even with the extra semester; and, some put off math the first semester so they have less affinity for math and/or may have forgotten more with the extra semester away from math.

When comparing between locations and delivery, Sioux Falls had higher values in both fall and spring. Typically, students at USDSF have lower success rates in individual classes. However, we also teach some dual credit students in the SF public school system who have extremely high success rates compared to all of the other sections, as they are the highly motivated high school students. It seems these two populations were combined and the high number of dual credit students overwhelmed the lower number of USDSF students to end up with the higher results in the assessment. Results should be separated in any future reviews.

Comparison of Findings from Prior Period: Direct comparison to results from 2017-18 are not appropriate at this time, though the percentages were similar (63% for SLO 1, and 68% for SLO 2). In 2017-18, the sampling strategy was a random sample, with only 260 student artifacts evaluated, while the current cycle assessed all course sections with 1,045 student artifacts for the fall and 438 for the spring. For this assessment cycle, the rubric had three levels of proficiency with only two levels of proficiency and one level for blank or unrelated work.

Section 4. Plans for Continuous Improvement

Goal Assessed: Goal 1 Written Communication

Faculty mentioned the following as methods to improve success in meeting the learning outcomes in courses meeting this goal.

- Better ensure that the designed an assignment and rubric more specifically aligns with the assessment criteria, especially in creative writing assignments that do not perfectly fit with rhetorical assessment goals.
- Add additional work with research and documentation in order to more comprehensively assess students' research skills, which remain uneven.
- Create more interactive assignments to encourage student engagement in the class.
- Provide additional practice in conducting database research and greater exposure to subject-specific databases.
- Suggest adjusting BOR policy to allow students to take 033 (Basic Writing) AND 101+ (Composition with Basic Writing) so that students who struggle with English can still have that extra support.
- Provide additional opportunities to address the importance of grammar, persuasion, and citation.
- Writing flourishes with one-on-one instruction and feedback, and students' writing inevitably improves with this type of attention and collaboration, which is incredibly time consuming. Smaller class sizes for writing-intensive courses would undoubtedly improve the quality and aptitude of student writing.

Goal Assessed: Goal 5 Mathematical Process and Reasoning

Faculty mentioned the following as methods to improve success in meeting the learning outcomes in courses meeting this goal.

- Better selection of artifacts to use for the assessment process
- Incorporate more writing activities that help students to write and communicate mathematically and provide more questions that require students show their work since the lack of showing of work affected student performance
- Incorporate more applied problems to help make real world connections
- Incorporate assessment to a graded assignment rather than an extra credit assignment
- When assessing this particular SGR, it is important to examine both SLOs together. Students may be good at performing calculations, using mathematical symbols, and modeling a particular situation, but this may be because they have seen similar problems in the past. These same students may not have a great understanding of the underlying concepts, which could be demonstrated by their lack of ability to communicate effectively the ideas underlying their calculations and models. On the other hand, some students might understand the underlying concepts and can communicate those ideas, but struggle with the calculations and the manipulation of symbols. For these reasons, it is important to consider both SLOs together when assessing this general education SGR.

Section 5. Summary

Faculty teaching courses in the Writing Program are required first and foremost to follow the guidelines provided in the English department's Course Instructor's Guides established for each of the courses meeting SGR#1. These guidelines are based on BOR policies, System General Requirements, and the relevant Student Learning Outcomes. The English department's Course Instructor's Guides include a wealth of information including sections on: course materials and textbooks, required and suggested writing assignments, required course policies, academic integrity guidelines, grammar instruction, individual conferences, instructor and peer feedback, grading guidelines, information literacy and library instruction, and numerous other areas of attention. In addition to providing these materials, all Writing Program courses in the Department of English are overseen by the Director of Writing and the Chair of the department. Support for attending pedagogical training and numerous pedagogy workshops are provided through the department.

The Department of Mathematical Sciences monitors very closely the success rates in their entry level math courses, especially the Math 103 and Math 114 which typically have high enrollments and also struggle with the DFW rates. Course coordinators of these sections and the department chair meet at the end of every semester to discuss changes to the course and make adjustments that are needed to help students be more proactive in their learning and remove any unneeded obstacles for their success.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – A
DATE: December 7-8, 2022

SUBJECT

OurDakotaDreams Update

CONTROLLING STATUTE, RULE, OR POLICY

[SDBOR Strategic Plan](#)

Goal 2: Access and Affordability

Goal 3: Academic Excellence, Student Outcomes, and Educational Attainment

Goal 4: Workforce and Economic Development

BACKGROUND / DISCUSSION

OurDakotaDreams is a multi-faceted effort to promote preparation for college in South Dakota. This effort is led by a coalition of stakeholders, including representatives from the South Dakota Board of Regents (BOR), the South Dakota Department of Education (DOE), the South Dakota Board of Technical Education (BOTE), the South Dakota Department of Labor & Regulation (DLR), and Mapping Your Future (a South Dakota incorporated non-profit funded by the South Dakota Education Access Foundation and the South Dakota Community Foundation).

The OurDakotaDreams brand is being used to promote college preparation activities such as the free application period (free applications to state colleges and universities in October-November 2022) and completion of the federal student aid application (FAFSA).

Additionally, the following grant programs and related efforts are being promoted under the brand:

- Dakota Dreams Online Tutoring Program
- Dakota Dreams Teacher Leadership Academy
- Dakota Dreams Career Exploration Summer Camps
- Career and Math Pathway Advising Tools
- Mathematics for College Readiness Course

IMPACT AND RECOMMENDATIONS

This project supports the South Dakota Board of Regents' strategic plan, with primary emphasis on Goal 2 (Access to higher education), Goal 3 (Academic Excellence), and Goal 4 (Workforce Development).

ATTACHMENTS

Attachment I – Our Dakota Dreams Grants Update PowerPoint

INFORMATIONAL ITEM

Our Dakota Dreams Grants Update

SOUTH DAKOTA
BOARD OF REGENTS MEETING
December 8, 2022



Our Dakota Dreams is a multi -faceted effort to promote preparation for college in SD

- Collectively promote college preparation Coalition of stakeholders
- Communication campaigns
- Promote value of higher education

Presentation outline

- Free Application Period
- FAFSA Completion
- Dakota Dreams Online Tutoring Program
- Dakota Dreams Teacher Leadership Academy
- Career and Math Pathway Advising Tools
- Mathematics for College Readiness Course

Overview

Free Application Campaign

PURPOSE

- The Free Application campaign is a high awareness campaign with the primary goal to encourage high school seniors to apply to South Dakota colleges and universities.

TARGET AUDIENCE

- High School Seniors
- Parents
- High School Staff/Guidance Counselors

CAMPAIGN CHANNELS

- Digital Video
- Digital Audio
- Digital Banners
- Social
- Paid Search



FAFSA Completion

PURPOSE

- Educate the importance of filling out the FAFSA and
- Encourage high school seniors to complete the Federal Student Aid (FAFSA) application.

TARGET AUDIENCE

- High School Seniors
- Parents
- High School Staff/Guidance Counselors

CAMPAIGN CHANNELS

- Digital Banners
- Social
- Website Retargeting
- Native Article
- Events
- Partnerships

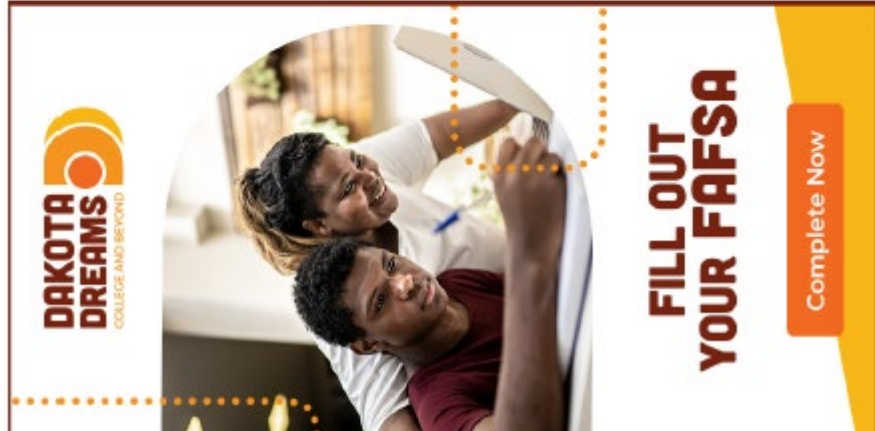
DISPLAY BANNER – FRAME 1
300x600



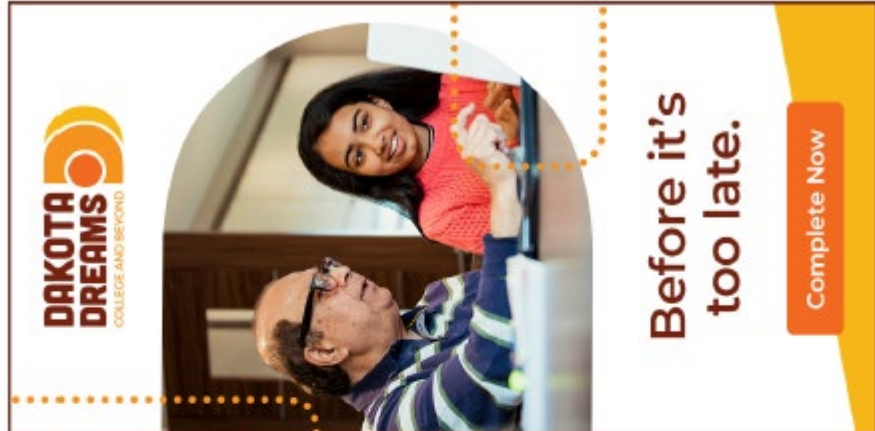
DISPLAY BANNER – FRAME 2
300x600



DISPLAY BANNERS – FRAME 1
300x600



DISPLAY BANNERS – FRAME 2
300x600





Free Online Tutoring

- Launched statewide in October 2022
- Staffed by teacher education university students
- 7-days a week in afternoons and evenings (scheduled or on-demand)
- On-demand and prescheduled homework help
- Two-year grant

The Dakota Dreams Online Tutoring Program is offering free online tutoring to K-12 students in South Dakota. To learn more and register, click the link: <https://bit.ly/3q4EfRw>

#DakotaDreams #FreeOnlineTutoring #CollegeAndBeyond

Free online tutoring is now available to K-12 students in South Dakota through the Dakota Dreams Online Tutoring Program. To learn more and register, click the link: <https://bit.ly/3q4EfRw>

#DakotaDreams #FreeOnlineTutoring #CollegeAndBeyond

October 2022 Reporting

- 1,100 student registrations
- A little over 300 tutoring sessions with 146 unique users
- Top subject requested for tutoring was math
- Average sessions was between 15-45 minutes long
- Tuesday/Thursday busiest tutoring days



Education Leadership Academy

- Teachers with 5+ years experience explore administrative roles
- 60-participant cohorts in 2022-23 and 2023-24
- No cost for teachers (instruction, graduate credits, and travel)
- School districts reimbursed for substitute teacher costs
- Graduate credits can be applied to advanced degree in education at regental university

2022-23 Class Dates/Locations

- December 6-7, 2022 – Northern State University
- January 24-25, 2023 – South Dakota State University
- April 11-12, 2023 – University of South Dakota
- June 6-8, 2023 – USD-Sioux Falls



Career Exploration Campus

- Week-long summer camps hosted on university campuses
- Introductory career sessions
- Universities and Technical Colleges
- Area business and industry tours
- 1,500 student served after summers 2022, 2023, 2024
- Career Pathway advising tools

2023 Camp Dates

- June 18-22, 2023 – USD/STC
- June 25-29, 2023 – BHSU/SDSMT/WDT
- July 9-13, 2023 – BHSU/SDSMT/WDT
- July 9-13, 2023 – SDSU/LATC
- July 9-13, 2023 – NSU/LATC
- July 9-13, 2023 – DSU/MTC

Math for College Readiness

PURPOSE

- Promote the college readiness course
- Recruit juniors and seniors

TARGET AUDIENCE

- Junior and senior students and their parents
- School staff and counselors

CAMPAIGN CHANNELS

- One-pager to school administrators and counselors from Northern State E-Learning Center
- Display Banners
- Social
- Landing Page

DISPLAY BANNERS – FRAME 2
300x600



DAKOTA DREAMS
COLLEGE AND BEYOND

Check out our **FREE** Math for College Readiness Course

[Learn More](#)

DISPLAY BANNERS – FRAME 1
300x600



DAKOTA DREAMS
COLLEGE AND BEYOND

CALLING ALL 11TH + 12TH GRADERS!

[Learn More](#)

CALLING ALL HIGH SCHOOL JUNIORS & SENIORS!

Are you planning on going to college, but want to feel more confident in your math abilities? Check out our **Mathematics for College Readiness Course** offered by the Northern State E-Learning Center.

REQUIREMENTS FOR COLLEGE-LEVEL MATH COURSES (MATH 103 MATHEMATICAL REASONING OR MATH 114 COLLEGE ALGEBRA)

High School GPA
3.03 or Higher

OR

Smarter Balanced Score
2628 or Higher

DON'T MEET THE ABOVE REQUIREMENTS FOR MATH 103 OR MATH 114?

Take our **EBEE** course as part of your high school schedule to save time and money!

ADDED BENEFITS

- + Save \$1,000+ Instead of spending it on college credits
- + Save a semester of college by starting in college-level math Instead of Math 095
- + Successful completion will place students directly into college-level math at South Dakota public universities*

MORE DETAILS

This course qualifies as half a high school math credit and satisfies requirements for college math class placement.

EXPECTED WEEKLY SCHEDULE

2 days of synchronous instructor-led class connections	2 days of online coursework	1 day dedicated to work
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Mathematics for College Readiness will be offered to juniors and seniors every semester from Spring 2023 to Fall 2025.

SPACE IS LIMITED TO 75 SPOTS PER SEMESTER.

Ask your high school counselor today if this course is right for you

DAKOTA DREAMS
COLLEGE AND BEYOND

*For purposes of math placement, a grade above a D will satisfy direct placement into Math 103 or 114. For those applying for a Regents Scholar or Advanced Honor Diploma, this course will not satisfy those course requirements. You will want to talk with your school counselor prior to registering for this course to determine best fit.

TEACHER EDUCATION
CAREER PATH

Teacher Education is part of the Education and Training career cluster. Careers in this cluster involve teaching and other tasks associated with schools, libraries, and museums.

<div> CERTIFICATES </div>	<div> CAREER TITLE TEACHING ASSISTANT Assist a preschool, elementary, middle, or secondary school teacher with instructional duties. Serve in a position for which a teacher has primary responsibility for the design and implementation of educational programs and services. </div>	<div> \$22,300 – \$30,000 MID-RANGE ANNUAL SALARY IN SD </div>	<div> 499 SD PROJECTED ANNUAL OPENINGS </div>
<div> ASSOCIATES DEGREE </div>	<div> CAREER TITLE PRESCHOOL TEACHER Instruct preschool-aged students, following curricula or lesson plans, in activities designed to promote social, physical, and intellectual growth. </div>	<div> \$26,300 – \$37,500 MID-RANGE ANNUAL SALARY IN SD </div>	<div> 207 SD PROJECTED ANNUAL OPENINGS </div>
<div> BACHELORS DEGREE </div>	<div> CAREER TITLE TEACHER Teach academic and social skills to students at the elementary school level. </div>	<div> \$40,000 – \$51,200 MID-RANGE ANNUAL SALARY IN SD </div>	<div> 476 SD PROJECTED ANNUAL OPENINGS </div>
<div> BACHELORS DEGREE </div>	<div> CAREER TITLE INSTRUCTIONAL COORDINATOR/ CURRICULUM DIRECTOR Develop instructional material, coordinate educational content, and incorporate current technology into instruction in order to provide guidelines to educators and instructors for developing curricula and conducting courses. May train and coach teachers. Includes educational consultants and specialists, and instructional material directors. </div>	<div> \$48,200 – \$71,700 MID-RANGE ANNUAL SALARY IN SD </div>	<div> 44 SD PROJECTED ANNUAL OPENINGS </div>
<div> GRADUATE DEGREE </div>	<div> CAREER TITLE EDUCATION ADMINISTRATOR, PRINCIPAL, SUPERINTENDENT Plan, direct, or coordinate the academic, administrative, or auxiliary activities of kindergarten, elementary, or secondary schools. </div>	<div> \$69,000 – \$94,700 MID-RANGE ANNUAL SALARY IN SD </div>	<div> 55 SD PROJECTED ANNUAL OPENINGS </div>

CAREER PATHWAYS ADVISING TOOL

- Middle School
- High School
- Stackable Credentials

MATH PATHWAYS ADVISING TOOL

- Phase 2 of Career Pathways
- Math Progression

Questions?

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – B
DATE: December 7-8, 2022

SUBJECT

Strategic Plan: Access and Affordability – Nursing Transfer Initiative

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 2:5](#) – Seamless Transfer of Credit

[BOR Policy 2:5:1](#) – South Dakota Regental System Transfer of Credit

[BOR Policy 2:5:2](#) – External (Non-Regental System) Accredited University/College
Transfer of Credit

[BOR Policy 2:5:3](#) – External (Non-Regental System) Non-Accredited University/College
and International Transfer of Credit

[BOR Policy 2:5:4](#) – Prior Learning and Validated Transfer of Credit

[SDBOR Strategic Plan](#)

BACKGROUND / DISCUSSION

SDBOR Strategic Plan/Objective:

The mission of the Board of Regents is to provide an excellent, efficient, accessible, equitable, and affordable public university and special schools system that improves South Dakota’s overall educational attainment and research productivity, while enriching the intellectual, economic, civic, social, and cultural life of the state, its residents, and its communities.

Goal 2 of the strategic plan is Access and Affordability, which states:

“the Regental system is the largest public post-secondary education system in South Dakota. This system offers both undergraduate and graduate education. Access to affordable education is the cornerstone to ensuring South Dakotans who desire to attend a public post-secondary institution can.”

One of the objectives is to increase enrollment through improved access to bachelor’s degree programs for students with earned credits from technical and community colleges. To that end, this item serves as an update to the Board of Regents on a critical workforce need for stackable credentialing and transfer in the career pathway of Nursing.

(Continued)

INFORMATIONAL ITEM

Statewide Nursing Agreement/Lean Project:

Academic Vice Presidents from BOTE and SDBOR institutions met in April of 2022. The meeting produced several significant results including a Statewide Transfer Charter, a plan to evaluate general education courses for transfer equivalency, and a commitment to finding a technology solution to manage transfer equivalencies more effectively across the two systems. Both systems committed to developing a strategic program-specific articulation agreement for nursing (RN to BSN).

In June of 2022, an initial meeting was held with a cohort of nursing representatives (deans, curriculum management, and general education) to review articulation agreements between the technical colleges and the universities. In October 2022, the work of the committee continued to focus on both general education and programmatic competencies. The team has had a successful four-month process to evaluate and agree upon strategies toward a statewide agreement.

Timeline:

The objective/goal of this project will be to present at the June 2023 Board meeting a statewide articulation agreement providing a stackable credential for students in South Dakota. This agreement requires some curricula changes for both the technical colleges and the Regental universities to implement; however, great work for the betterment of our state and students inspired both groups to come together for success.

IMPACT AND RECOMMENDATION

The SDBOR Strategic Plan specifically documents the importance of access and affordability which connects directly with the work of seamless transfer. In addition to access, the plan encourages partnerships to engage workforce needs, specifically increasing nursing graduates and increasing strategic partnerships. The developing articulation agreement supports both objectives. The model for the continued work in South Dakota between the Regents and the Board of Technical Education (BOTE) is now developed. This is the first of many projects between the Regents and the Board of Technical Education. Dr. Carriveau and Dr. Minder will provide an update to the Board at the December 2022 meeting on expectations for June 2023.

ATTACHMENTS

None

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – C
DATE: December 7-8, 2022

SUBJECT

New BOR Policy 2:37 – Syllabi and Learning Management System Policy (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[AAC Guideline 5.3](#) – Syllabus and Format Guidelines

BACKGROUND / DISCUSSION

The Academic Affairs Council (AAC) has been evaluating the current AAC Guideline 5.3 to ensure that the policy reflects the needs of a digital environment given the system continues to provide more hybrid, hy-flex, and online modalities. Lengthy discussions on developing a policy versus having a guideline was a critical element.

The Board of Regents manages a system learning management software solution; AAC with agreement from the Council of Presidents and Superintendents (COPS), have opted to introduce a Syllabi and Learning Management System (LMS) Policy. With this direction, a new guideline would be created to document the procedural processes. The policy will outline the required expectations for a course syllabus and the use of the LMS.

Attachment I provides the draft policy on the requirements established by leadership. The structure of the policy includes:

- Purpose
- Definitions
- Principles, Expectations and Policy Statements

The importance of this policy will be multi-factored; however, primarily the syllabus is a course contract between the faculty member and the student. The syllabus represents course content requirements and expectations, assessment, and meets the requirements of the Higher Learning Commission (HLC) for accreditation. The assumed practices

(Continued)

DRAFT MOTION 20221207_7-C:

I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1, and (2) approve the first and final reading of the new proposed BOR Policy 2:37, as presented in Attachment I.

(identified as factual requirements by HLC¹) require that course requirements and assessment(s) be fully articulated to students; this can be conducted through a syllabus for the course or a full written agreement for internships/clinical placements.

IMPACT AND RECOMMENDATIONS

Many meetings have been held discussing the need for a policy versus a guideline on the syllabus and LMS. This policy will now require a syllabus to be posted no later than three working days prior to the start of the term. The use of the learning management system will now be required of all sections excluding only a finite number.

AAC and COPS have discussed and provided feedback on the development of the attached policy. On November 15, 2022, COPS approved the draft of this policy. On November 16, 2022, AAC reviewed and provided some additional information and modification for BOR approval.

The timeline for this policy will be as follows:

- First and Final Reading – December 2022 BOR Meeting
- Guideline Modification – December 2022
- Implementation – January through May 2023

The Executive Director and the Board academic staff recommend approval.

ATTACHMENTS

Attachment I – Proposed New BOR Policy 2:37

¹ Higher Learning Commission: Assumed Practices. Retrieved November 17, 2022.
<https://www.hlcommission.org/Policies/assumed-practices.html>.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Syllabi and Learning Management System Policy

NUMBER: 2:37

A. PURPOSE

This policy outlines the information to be made available to students and the associated posting requirements, ensuring students have access to accurate and timely information on the courses in which they are enrolled.

B. DEFINITIONS

1. **Board of Regents (“BOR”):** The constitutional body responsible for governing the Unified System of Public Higher Education in South Dakota, which encompasses its supervision, coordination, management, and regulation. Board of Regents Policy 1:0, 1:1 and SDCL § 13-49 through § 13-53 provides the authority to govern academic programming.
2. **Institution(s):** One of the six (6) universities: Black Hills State University, Dakota State University, Northern State University, South Dakota School of Mines and Technology, South Dakota State University, and University of South Dakota.
3. **Instructor of Record:** The individual assigned by the institution with overall responsibility for the development and implementation of the course syllabus, delivery of the course, and issuing grades for a given course.
4. **Learning Management System (LMS)¹:** A comprehensive, integrated software that supports the development, delivery, assessment, and administration of courses in traditional face-to-face, blended, or online learning environments.
5. **Course Schedule:** An outline providing students with a list of lecture topics, activities, assignments, and due dates to be used in preparation and planning of their student engagement and success.
6. **Course Catalog:** The student information system catalog for student registration to include the course title, course subject and number, credit hours, instructor of record (if/when assigned), academic term and year, course meeting schedule, building location, delivery method, and campus.
7. **Course Syllabus:** An academic document that communicates information about a specific course and explains the rules, responsibilities, and expectations associated with the course.

¹ 2014, EDUCAUSE. Retrieved from <https://er.educause.edu/articles/2014/4/selecting-a-learning-management-system-advice-from-an-academic-perspective>.

8. **Student Information System:** The system that manages all student information managed through the Regents Information Systems department of the Board of Regents.
9. **Textbook:** Any textbook, paperback, or electronic book required to be purchased and read for a course.

C. PRINCIPLES, EXPECTATIONS AND POLICY STATEMENTS

1. A course summary must be available in the student information system prior to the registration cycle for students of the institution to evaluate.
2. All sections for the semester will be activated (in the LMS) no fewer than three (3) working days prior to the start of the term by the instructor record.
3. A course syllabus must be available and posted (in the LMS) no fewer than three (3) working days prior to the start of the term by the instructor of record.
4. Courses that are exempt from the LMS posting requirement include internships, thesis, and dissertation sections (Student Information System Instructional Method of U Thesis/Research Sustaining, T Thesis, S Internship/Practicum). These sections will require an agreement to be completed between the institution and the student².
5. For clinical experiences, the course syllabus/agreement will be posted in the applicable clinical LMS.
6. Each course syllabus shall include the following required course elements:
 - 6.1. Course Subject, Number, and Credit Hours (as provided in the student information system);
 - 6.2. Course Title (as provided in the student information system);
 - 6.3. Instructor of Record and Contact Information;
 - 6.4. Course Description (as it appears in the course catalog);
 - 6.5. Course Goals and Student Learning Outcomes;
 - 6.6. Course Meeting Time and Location (as provided in the student information system);
 - 6.7. Required Textbook(s)/Required Course Materials;
 - 6.8. Description of Instructional Methods;
 - 6.9. Course Schedule;
 - 6.10. Course Assignments;
 - 6.11. Attendance/Make-up Policy;
 - 6.12. Evaluation Procedures (i.e., tests, projects, assignments, grading policy, etc.);
 - 6.13. A link to the required BOR statements and required institutional statements

² Higher Learning Commission: Assumed Practices. [Criteria for Accreditation \(CRRT.B.10.010\) | Policies \(hlcommission.org\)](https://www.hlcommission.org/standards/criteria-for-accreditation/crrt.b.10.010/policies)

6.13.1. Certain areas are governed consistently across all institutions, warranting common clauses or statements applicable to all students. To ensure consistency in verbiage, interpretation, and application, the following topics shall be addressed by way of required BOR statements, the specific verbiage of which shall be set forth in AAC guidelines and incorporated verbatim at every institution. The required BOR statement areas include:

- Freedom in Learning
- ADA Statement
- Academic Dishonesty and Misconduct
- Acceptable Use of Technology
- Emergency Alert Communication

6.13.2. Certain areas are governed consistently across each institution, warranting common clauses or statements applicable to all students at a given institution. To ensure consistency in verbiage, interpretation, and application, each institution shall implement required institutional statements covering the following areas:

- Complaint Procedure
- Grade Appeal Policy
- Student Success Services and Supports

7. The course syllabi may be supplemented with additional elements deemed appropriate by the instructor of record, and in accordance with the institution's procedures, which could include but isn't limited to, supplemental course material, classroom decorum/expectations, communication etiquette, and/or optional content/material.
8. Courses that are added to fill a course enrollment management need (See BOR Policy 2:35) may post the syllabus after the three (3) working day requirement, but not later than the first full week of classes.
9. Courses that have a change in the instructor of record may post the syllabus after the three (3) working day requirement, but not later than the first full week of classes.
10. If a change in the instructor occurs due to unforeseen circumstances (e.g., medical leave) during the semester, the institution will work with the students and the new instructor to ensure the syllabus is properly updated.
11. The instructor of record may modify the course schedule throughout the semester as necessary and appropriate to adjust to changing circumstances, provided students are given sufficient and prompt notice of any such changes and such changes do not unduly penalize students. See AAC Guidelines for the procedures related to course schedule modification.
12. Nothing contained in this policy shall be construed to dictate course content or instruction. What constitutes appropriate content or instruction for a given course is a matter of academic freedom, governed in accordance with BOR Policy 1:11 – Academic Freedom and Responsibility.

13. Copies of all syllabi distributed to students and posted in the applicable LMS, in accordance with this policy, must be provided to the institution by the instructor of record in accordance with the institution's procedures.

FORMS / APPENDICES:

[AAC Guidelines 5.3 Syllabus Policy and Common Format Guidelines](#)

SOURCE:

BOR December 2022.

SOUTH DAKOTA BOARD OF REGENTS

Academic and Student Affairs

AGENDA ITEM: 7 – D
DATE: December 7-8, 2022

SUBJECT

BOR Policy 3:13 – Communicable Disease (First and Final Reading)

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 3:13](#) – Communicable Disease

BACKGROUND / DISCUSSION

BOR Policy 3:13, which covers communicable disease, was originally written in 1988 and has remained unchanged since. The original impetus for the policy was to address HIV/AIDS, and as such, the policy is fairly limited in its application. Recent events highlighted the narrow focus of the current policy, and as a result, the policy has been revised to provide a generally applicable policy on the topic. The proposed policy provides a general framework for appropriately addressing communicable disease on campus, to include education and communication, student services, and institutional response, while maintaining the necessary flexibility to tailor, adjust and/or adapt at the campus level.

The proposed revisions to BOR Policy 3:13 result in unnecessary redundancy with BOR Policy 4:28 – AIDS, which is specific to AIDS/HIV. Since the previous content of BOR Policy 4:28 is appropriately covered in the proposed revisions to BOR Policy 3:13, BOR Policy 4:28 will be repealed in its entirety.

IMPACT AND RECOMMENDATION

The proposed revisions set forth in BOR Policy 3:13 simply update the communicable disease policy to reflect a more appropriate framework applicable to infectious diseases in general.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Proposed Revisions to BOR Policy 31:3 (with Track Changes)
Attachment II – Proposed Revisions to BOR Policy 31:3 (without Track Changes)
Attachment III – Repeal of BOR Policy 4:28

DRAFT MOTION 20221207_7-D:

I move to (1) waive the two-reading requirement of By-Laws Section 5.5.1.; (2) approve the first and final reading of the proposed revisions to BOR Policy 3:13, as presented; and (3) repeal BOR Policy 4:28.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Communicable Disease

NUMBER: 3:13

A. A-PURPOSE

To establish protocols and guidelines for when a student receives a diagnosis or is infected with a communicable disease that has the potential to threaten the health of a university population pertaining to communicable disease(s).

B. DEFINITIONS

B.

1. Communicable Disease:

An infectious disease that can be transmitted from one individual to another individual.

Communicable Diseases that may significantly threaten the health and safety of a university population may include, but are not limited to:

COVID-19,
Hepatitis,
Meningococcal disease,
Measles,
Mononucleosis,
Mumps,
Rubella,
Tuberculosis,
and Varicella.

A complete list of reportable diseases in South Dakota is available on from the **Error! Hyperlink reference not valid.****Error! Hyperlink reference not valid.****Error! Hyperlink reference not valid.**South Dakota Department of Health website..South Dakota Department of Health.

C. POLICY

1. Education and Communication

The primary response of the institutions under the control of the Regents to communicable disease epidemics or outbreaks must be as follows:

- 1.1 ~~A. The Each University Institutions will develop and maintain a communication plan and and any needed educational programs resources and outreach efforts once a cCommunicable dDisease threat has been identified.~~
- 1.2 Communication plans will address campus recommendations or mandates based on the most current public health information. Where required, emergency notifications for Communicable Disease Outbreaks will be issued.
- ~~— Educational resources and communications will be made to all impacted students and employees in the institution.~~
- 1.3 ~~Communication plans will address campus recommendations or mandates based on the most current public health information. Where required, emergency notifications for Communicable Disease Outbreaks will be issued.~~
- ~~1.4 Educational resources will keep pace with new developments and the current state of scientific and public health knowledge concerning the risk, transmission pathways, mitigation measures, and other relevant information. Colleges and universities must provide educational resources to all participants in the school setting: i. e., students, faculty support services, etc. The resources will be in the form of literature, lectures, symposia, video cassettes, etc.~~
- 1.5 ~~Each institution will assign responsibility for educational resources and communications plan to an individual who will formulate the programs.~~
- ~~CB. Educational efforts will keep pace with new developments. Colleges and universities must provide educational resources and communications will be made to all impacted participants students and employees in the school Institution. sett ing: i. e., students, faculty support services, etc. The resources will be in the form of literature, webpages, videos, etc.~~
- ~~C. Stakeholders from each university Institution are encouraged to meet with experts from the South Dakota Department of HHealth or other public health officials Department to discuss recent guidance updates and its application to institutes Institutions to higher education on an ongoing basis. A team of experts from the university, the Health Department, and the School of Medicine is encouraged to visit campuses on a rotating schedule to present educational information and answer questions.~~

~~D. — Educational efforts resources will keep pace with new developments and stress the current state of medical scientific and public health knowledge concerning the risk, transmission pathways, mitigation measures, and other relevant information of acquiring AIDS.~~

~~E. — Public Health information will be emphasized.~~

~~1 . 6 FE. — Each campus iInstitution will assign responsibility for educational programs resources and communications plan to an individual who will formulate the programs.~~

~~G. — Each campus will develop and maintain a communications plan in the event a communicable disease is identified as a risk to the university population.~~

~~H. — CoThe communication plans will address campus recommendations or mandates based on the most current state and local public health information. Where required, emergency notifications for Communicable Disease Outbreaks will be issued.~~

~~F. — Stakeholders from each iInstitution are encouraged to meet with experts from the South Dakota Department of Health or other public health officials to discuss guidance updates and its application to Institutions on an ongoing basis.~~

2. Student Services

~~A. — Students with AIDS, AIDS-related complex (ARC), positive HIV antibody or other communicable diseases will have access to student unions, theaters, restaurants, cafeterias, snack bars, gymnasiums, swimming pools, or other common areas. However, the college or university may require restriction from specific areas if such activities would jeopardize student health and safety.~~

~~2.1 AB. — When Institutional hHealth _officials services are provided at an iInstitution, such health services will be familiar with sources for testing at the Institution on campus and in the community. In the event counseling is indicated upon diagnosis of an infectious disease, it will be arranged by the diagnosing clinician antibodies.~~

~~2.2 As available, health services will provide regular medical follow-up for persons with a communicable disease diagnosis. Counseling~~

- 2.3 Health services will observe public health reporting requirements to local and public health authorities.
- 2.4 Medical information regarding an individual's communicable disease diagnosis will not be provided to any person, group, agency, insurer, etc., without the consent of the student; however, written permission of the student is not required for public health reporting purposes.

will be arranged by the initial physician ordering test.

~~CB. — As available, Health Services will be available to provide regular medical follow-up for persons with a communicable disease diagnosis with AIDS, ARC, or HIV antibody positive test. Special precautions to prevent contagious diseases (chicken pox or measles) may be necessary.~~

~~DC. — Health Services services will observe public health reporting requirements to local and public health authorities.~~

~~E. — Immunocompromised individuals may with certification from the individuals physician clinician be excused from institutional requirements for certain live virus vaccinations, i.e., rubella and measles, because of the potential consequences to such persons.~~

~~FD. — Medical information regarding an individual individual's contagiouscommunicable disease diagnosis with AIDS, ARC, or antibody positive status will not be provided to any person, group, agency, insurer, etc., without the written permissionconsent of the student; provided, however, written permission of the student is not required for public health reporting purposes.~~

3. Institutional Response

Institutions ~~under the control of the Board of Regents~~ will follow the guidelines set ~~out forth~~ below related to individuals with ~~AIDS, ARC, HIV positive status, or other~~communicable diseases.

~~3.1 A. — No otherwise qualified individual will, solely by reason of his AIDS, ARC, or HIV antibody positive status, or because of the presence of any other communicable disease, be denied admission to a university or college or be denied access to its services or programs. Decision will be based on reasonable medical judgment given the state of medical knowledge about (a) the nature of the risk, (b) the duration of the risk, (c) the severity of the risk, and (d) the probabilities the disease will be transmitted and will cause varying degrees of harm. No individual will be unlawfully discriminated against due to a contagiousmmunicable disease diagnosis including in admission to an institution-university or college or access to services or programs.~~

~~3.2B. — In the event an individual receives a diagnosis that requires isolation or quarantine; per South Dakota Department of Health or clinician directive, the institutionuniversity will work with the student to fulfill the directive. Students with AIDS, ARC, HIV antibody positive status or other communicable diseases may attend regular classroom sessions. Restrictions may be placed on a student if the student has contagious diseases arising from the immunodeficiency syndrome or if the individual's behavior appears to endanger other persons.~~

~~C. — Students with AIDS, ARC, or HIV antibody positive status assignments in residential housing will be determined by the college or university on a case by case basis. Alternative housing is suggested.~~

3.3CD. — Safety guidelines consistent with public health recommendations will be adopted for the handling of blood and body fluids of all individuals, not just those previously known to have blood borne infections.

3.4DE. — Safety guidelines will be adopted for handling blood and bodily fluids in classroom settings in which either may be part of the course work, such as in biology classes or medical technology classes.

~~F. — Individuals and organizations that attempt to impose restrictions on HIV carriers other than those authorized by the Board will be subject to discipline including expulsion, termination for cause, or, in the case of organizations, withdrawal of recognition.~~

FORMS / APPENDICES:

None

SOURCE

~~:(BOR, Sept. 15-16, 1988); (BOR, Sept. 15-16, 1988); (BOR, September-15-16, 1988.)~~

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: Communicable Disease

NUMBER: 3:13

A. PURPOSE

To establish protocols and guidelines pertaining to communicable disease(s).

B. DEFINITIONS

1. **Communicable Disease:** An infectious disease that can be transmitted from one individual to another individual.

Communicable Diseases that may significantly threaten the health and safety of a university population may include, but are not limited to: COVID-19, Hepatitis, Meningococcal disease, Measles, Mononucleosis, Mumps, Rubella, Tuberculosis, and Varicella.

A complete list of reportable diseases in South Dakota is available from the South Dakota Department of Health.

C. POLICY

1. Education and Communication

The primary response of the institutions under the control of the Regents to communicable disease epidemics or outbreaks must be as follows:

- 1.1 Each institution will develop and maintain a communication plan and outreach efforts once a communicable disease threat has been identified.
- 1.2 Communication plans will address campus recommendations or mandates based on the most current public health information. Where required, emergency notifications for Communicable Disease Outbreaks will be issued.
- 1.3 Educational resources and communications will be made to all impacted students and employees in the institution.
- 1.4 Educational resources will keep pace with new developments and the current state of scientific and public health knowledge concerning the risk, transmission pathways, mitigation measures, and other relevant information.
- 1.5 Each institution will assign responsibility for educational resources and

communications plan to an individual who will formulate the programs.

- 1.6 Stakeholders from each institution are encouraged to meet with experts from the South Dakota Department of Health or other public health officials to discuss guidance updates and its application to Institutions on an ongoing basis.

2. Student Services

- 2.1 When institutional health services are provided at an institution, such health services will be familiar with sources for testing at the institution and in the community. In the event counseling is indicated upon diagnosis of an infectious disease, it will be arranged by the diagnosing clinician.
- 2.2 As available, health services will provide regular medical follow-up for persons with a communicable disease diagnosis.
- 2.3 Health services will observe public health reporting requirements to local and public health authorities.
- 2.4 Medical information regarding an individual's communicable disease diagnosis will not be provided to any person, group, agency, insurer, etc., without the consent of the student; however, written permission of the student is not required for public health reporting purposes.

3. Institutional Response

Institutions will follow the guidelines set forth below related to individuals with communicable diseases.

- 3.1 No individual will be unlawfully discriminated against due to a communicable disease diagnosis including in admission to an institution or access to services or programs.
- 3.2. In the event an individual receives a diagnosis that requires isolation or quarantine per South Dakota Department of Health or clinician directive, the institution will work with the student to fulfill the directive.
- 3.3. Safety guidelines consistent with public health recommendations will be adopted for the handling of blood and body fluids of all individuals, not just those previously known to have blood borne infections.
- 3.4. Safety guidelines will be adopted for handling blood and bodily fluids in classroom settings in which either may be part of the course work, such as in biology classes or medical technology classes.

FORMS / APPENDICES:

None

SOURCE:

BOR September 1988.

SOUTH DAKOTA BOARD OF REGENTS

Policy Manual

SUBJECT: AIDS

NUMBER: 4:28

AIDS in the Workplace

Introduction

Acquired Immunodeficiency Syndrome (AIDS) is a major health problem in the United States, and there is increasing need for establishing appropriate guidelines for the workplace because of the complex social issues surrounding the disease. Since the AIDS virus is not transmitted by the kind of nonsexual person to person contact that generally takes place among employees and students in the campus setting, there is no medically established basis for not wanting to work with fellow employees or students who have been or are suspected of being infected with the AIDS virus. Therefore, employees or students with AIDS or HIV infection should be treated as any other employee or student. This policy is designed to assist presidents and superintendents in establishing an appropriate workplace policy on AIDS which will allay unnecessary concerns or fears and which will enhance employees' understanding about the nature and transmission of the disease.

Policy Implementation

- A. Definition: "AIDS" means all medical conditions caused by the human immunodeficiency virus (HIV) to include clinical AIDS, AIDS related conditions (ARC), and asymptomatic HIV infection.
- B. Personnel Policies: All existing personnel rules and policies regarding employment, working conditions, hiring, dismissal, sick leave, disability, and related matters must apply to individuals with AIDS on the same basis as for persons having other diseases or conditions which may incapacitate them for work or otherwise affect job performance.
- C. AIDS Testing: AIDS serologic testing must not be requested or required of individuals as a condition of preemployment, continuing employment, or eligibility for services.
- D. Discrimination: Employees and employers must not discriminate against any individual, employee, or student on the basis that the person has AIDS, is suspected of having AIDS, or is perceived as being at risk of acquiring AIDS.

- E. ~~Privacy and Confidentiality:~~ Because AIDS-related information is generally medical information which should be treated confidentially, policies must be implemented to ensure that only persons with a need to know have access to confidential medical information concerning any employee or student.
- F. ~~Health and Safety Standards:~~ Because of potential contact with possibly infective blood and other body fluids, health care workers with responsibility to provide direct patient care must routinely follow recognized infection control precautions for blood-borne diseases. Institutions which employ health care workers that provide direct patient care must ensure that appropriate policies are implemented to protect workers, clients, patients and students from potential infection. Such policies must be consistent with the recommendations of the Centers for Disease control, United States Public Health Service, pertaining to "Prevention of HIV Transmission in Health Care Settings" as issued August 21, 1987, updated June 24, 1988, and including all future revisions.
- G. ~~Information and Education:~~ Institutions must ensure accurate information is provided to all employees and supervisors relative to AIDS issues so as to prevent unnecessary fear and anxiety when working with others.
- H. ~~Supplemental Policies:~~ Institutions are encouraged to implement additional AIDS policies which may be needed for unique or special workplace situations. The South Dakota Department of Health has agreed to provide consultation and direction in the development of such policies.

Education

- A. ~~University and college employees should receive education about AIDS and the communicable diseases as appropriate through review sessions prior to the arrival of the new students each year.~~

SOURCE: Current Policy Manual 8.8.1; 8.8.2; 8.8.3

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

REVISED

AGENDA ITEM: 8 – A

DATE: December 7-8, 2022

SUBJECT

FY24 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 every December, the Governor presents the recommended budget for the next fiscal year to the State Legislature and the public. Governor Noem gave her FY24 budget address on Tuesday, December 6, 2022, at 1:00 pm. In the address, Governor Noem stated that South Dakota ended FY22 with a record-breaking budget surplus of \$115.5 million and through the first four months of FY23, early indications show receipts beating revenue projections. With these increased general fund revenues, the FY23 revenue projection has been revised to account for a \$202.8 million increase; though the FY24 revenue forecast for ongoing receipts is lower by \$69.4 million due to the proposed elimination of sales tax on groceries.

The Governor is also recommending a 5% market adjustment for state employees, an increase for state employee health insurance, and targeted increases for specific job classes for FY24.

IMPACT AND RECOMMENDATIONS

Base General Funding

The Governor is proposing a base general fund increase of \$10,914,220 for the Board of Regents (BOR). The proposed increase includes a \$4,043,762 base increase for maintenance and repair funding, to get to 1.75% of replacement value; \$1,971,852 in additional funds to provide reimbursement for free tuition for South Dakota National Guard members; \$1,228,194 for system-wide utilities increases, and a reduction of \$2,538 for the critical deferred maintenance lease payment. Additionally, a base transfer of \$3,672,951 in general funds from the Governor's Office of Economic Development (GOED) research budget to the BOR is recommended to streamline the research funding process. Further details are found in Attachment I.

INFORMATIONAL ITEM

Proposed FY23 General Bill Amendments

Also included in the Governor's recommended budget are amendments to the FY23 General Bill which would allocate one-time general funds for a number of system requests: \$5,106,000 for system-wide cybersecurity upgrades to help address potential cyber threats and \$366,876 for system-wide utilities adjustments.

Proposed FY23 Emergency Special Appropriations

An additional \$6,750,000 is also recommended (\$2,750,000 for SDSMT's Mineral Industries Building, \$3,000,000 for SDSU's Bioproducts facility, and \$1,000,000 for SDSU's Dairy Unit) to address inflationary construction cost overruns and assist the campuses in completing these projects as legislatively authorized.

ATTACHMENTS

Attachment I – FY24 Budget Request Summary – Governor's Recommended

South Dakota Board of Regents FY24 Board of Regents Request and Governor's Recommended				
	Base General Fund	FTE	Base General Fund	FTE
FY23 Base General Fund Budget	\$258,374,288	5,082.9	\$258,374,288	5,082.9
Priorities	Requested		Recommended	
System - Tuition Freeze	\$8,592,579	0.0	\$0	0.0
System - Additional General Fund Maintenance and Repair	\$7,155,427	0.0	\$4,043,762	0.0
BOR Office - Transfer Research Budget from GOED	\$3,672,951	0.0	\$3,672,951	0.0
System - Reimbursement for Free Tuition for SD National Guard Members	\$0	0.0	\$1,971,852	0.0
Base Budget Maintenance				
Utilities Adjustment	\$1,228,194	0.0	\$1,228,194	0.0
Lease Adjustment	(\$2,538)	0.0	(\$2,538)	0.0
FY24 Requested and Recommended	\$20,646,613	0.0	\$10,914,220	0.0
FY24 Total Base Funding Recommended	\$279,020,901	5,077.9	\$269,288,508	5,077.9
Increase without Salary Policy	7.4%	-0.1%	4.1%	-0.1%
One-Time General Fund Requests				
System - Support for Rising Construction Costs	\$29,000,000	0.0		
SDSMT - Mineral Industries Building			\$2,750,000	0.0
SDSU - Bioproducts Facility			\$3,000,000	0.0
SDSU - Dairy Unit			\$1,000,000	0.0
System - Cybersecurity Upgrade	\$8,125,820	0.0	\$5,106,000	0.0
System - Deferred Maintenance and Repair	\$32,599,000	0.0	\$0	0.0
System - Utilities Adjustments	\$366,876	0.0	\$366,876	0.0
FY24 Tuition Fund Authority Requests				
Authority Changes	(\$1,600,000)	(4.0)	(\$1,600,000)	(4.0)
FY24 Federal and Other Fund Authority Requests				
Authority Changes	(\$1,400,000)	(1.0)	(\$1,400,000)	(1.0)
FY24 Informational Federal and Other Fund Authority Requests				
Authority Changes	\$500,000	0.0	\$500,000	0.0

* The Governor is recommending an FY23 Emergency Special Appropriations for this one-time funding request.

** The Governor is recommending FY23 General Bill Amendment for these one-time funding requests.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

REVISED

AGENDA ITEM: 8 – B

DATE: December 7-8, 2022

SUBJECT

2023 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

This item has been updated to include Attachments I - VII, which comprise the proposed legislative package for the Board during the 2023 Legislative Session. The Board's proposed legislation includes:

Cybersecurity Upgrades (Attachment I)

- \$5,106,000 in one-time funding to enhance cyber-security infrastructure across the system. The infrastructure upgrades would include such things as a firewall refresh, Microsoft security upgrades, security assessment(s), privileged account management, storage, and back-up storage and licensing.

Construction Cost Overages (Attachments II – IV)

- \$2.75M for construction cost overages for the Mineral Industries Building at SDSMT authorized by SB156 from the 2021 Legislative Session (Attachment II)
- \$3M for construction cost overages for the Bioproducts Facility at the SDSU Research Park authorized by HB1210 from the 2021 Legislative Session (Attachment III)
- \$1M for construction cost overages for the new dairy research and extension farm at SDSU authorized by HB1153 from the 2021 Legislative Session (Attachment IV)

(Continued)

DRAFT MOTION 20221207_8-B:

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 legislative committee.

DSU Land Sale (Attachment V)

- Authorization to sell a parcel of property (approx. 2.4 acres) at DSU that was part of the acquisition authorized for the DSU events center. As site planning materialized, the holding pond location shifted, leaving this parcel cutoff from the rest of the property and of no use for DSU moving forward. Rather than maintaining the parcel, DSU requested authorization to sell the parcel at a minimum of its appraised value in accordance with SDCL §§ 5-2-2.1 and 5-2-2.2.

SDSU Agricultural Structures (Attachment VI)

- Authorization to demolish 5 agricultural structures damaged in the May 12th, 2022, storm at SDSU and to replace the same with 4 new structures, all of which will be funded with insurance proceeds, and if necessary, institutional and/or federal funds. The total cost for the demolition and reconstruction is \$5.8M.

SDSD Renaming and Cleanup (Attachment VII)

- Adjusting the name of the South Dakota School for the Deaf to more accurately reflect the nature of services provided in today's environment. With the SDSD providing services primarily via outreach vs. a more traditional school setting, stakeholders have expressed support for adjusting the name. The new name would be South Dakota Services for the Deaf, maintaining the SDSD logo/acronym. In addition to the name change, there are various cleanup changes referenced in Attachment VII to align the statutory framework/verbiage with the current service model vs. traditional school setting.

IMPACT AND RECOMMENDATIONS

With approval, Board office staff will introduce the Board-sponsored legislation in substantively similar form to that contained in Attachments I - VII, and work with members of the Legislature and the Governor's office to have the legislation become law.

ATTACHMENTS

Attachment I – Cybersecurity Upgrades

Attachment II – Construction Cost Overages - Mineral Industry Building

Attachment III – Construction Cost Overages - Bioproducts Facility

Attachment IV – Construction Const Overages - SDSU Dairy

Attachment V – DSU Land Sale

Attachment VI – SDSU Agricultural Structures

Attachment VII – SDSD Renaming and Cleanup

An Act to make an appropriation for cybersecurity upgrades for the Board of Regents and to declare an emergency.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. There is hereby appropriated from the general fund the sum of \$5,106,000 to the Board of Regents, for the purpose of purchasing cybersecurity upgrades to enhance and protect network security within the system.

Section 2. The executive director of the Board of Regents shall approve vouchers and the state auditor shall draw warrants to pay any expenses authorized by this Act.

Section 3. Any amounts appropriated in this Act not lawfully expended or obligated shall revert in accordance with the procedures described in chapter 4-8.

Section 4. Whereas, this Act is necessary for the support of the state government and its existing public institutions, an emergency is hereby declared to exist, and this Act shall be in full force and effect from and after its passage and approval.

An Act to revise the authorized construction costs for the Mineral Industries Building on the campus of South Dakota School of Mines and Technology, to make an appropriation therefor, and to declare an emergency.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That section 2 of chapter 228 of the 2021 Session Laws be amended to read:

Section 2. There is hereby appropriated to the Board of Regents for the purposes authorized in this Act, the sum of ~~\$19,000,000~~ \$21,750,000 in general funds; and the sum of \$16,000,000 in other fund expenditure authority.

Section 2. Whereas, this Act is necessary for the support of the state government and its existing public institutions, an emergency is hereby declared to exist, and this Act shall be in full force and effect from and after its passage and approval.

An Act to revise the authorized construction costs for the bioproducts facility in Brookings, to make an appropriation therefor, and to declare an emergency.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That section 1 of chapter 244 of the 2021 Session Laws be amended to read:

Section 1. There is hereby appropriated from the general fund the sum of ~~\$20,000,000~~ \$23,000,000 to the Board of Regents, for the purposes of providing grant funding for the design, construction, and furnishing of a new bioproducts facility at the research park in Brookings.

Section 2. Whereas, this Act is necessary for the support of the state government and its existing public institutions, an emergency is hereby declared to exist, and this Act shall be in full force and effect from and after its passage and approval.

An Act to revise the authorized construction costs for the new dairy research and extension farm on the campus of South Dakota State University, to make an appropriation therefor, and to declare an emergency.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That section 2 of chapter 240 of the 2021 Session Laws be amended to read:

Section 2. There is hereby appropriated from the general fund the sum of ~~\$7,500,000~~ \$8,500,000 and the sum of \$7,500,000 in other fund expenditure authority, together with any additional sums received pursuant to section 4 of this Act, for the purposes authorized in section 1 of this Act.

Section 2. Whereas, this Act is necessary for the support of the state government and its existing public institutions, an emergency is hereby declared to exist, and this Act shall be in full force and effect from and after its passage and approval.

An Act to authorize the Board of Regents to sell extraneous real property located in Lake County, to deposit the proceeds in the school and public lands trust for the benefit of Dakota State University, and to declare an emergency.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. The Board of Regents may sell, at a minimum of its appraised value in accordance with SDCL §§ 5-2-2.1 and 5-2-2.2, all or any portion of the following described real property in the City of Madison, Lake County, South Dakota: TRACT A OF LOT 3 OF BLOCK 1 DSU FOUNDATION ADDITION.

Section 2. The proceeds from the sale authorized by this Act, less any costs associated with the sale of the land, shall be deposited in the school and public lands trust, pursuant to chapter 5-10, and the earnings therefrom shall be credited to the support of Dakota State University and its authorized programs as provided by law.

Section 3. The executive director of the Board of Regents shall approve vouchers and the state auditor shall draw warrants to pay any expenses associated with the sale authorized by this Act.

Section 4. Whereas, this Act is necessary for the support of the state government and its existing public institutions, an emergency is hereby declared to exist, and this Act shall be in full force and effect from and after its passage and approval.

An Act to authorize the Board of Regents to demolish and reconstruct certain storm damaged agricultural structures at South Dakota State University, to make an appropriation therefor, and to declare an emergency.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. The Board of Regents may demolish, remove, dispose, and reconstruct a structure known as Agriculture Experiment Station Shed Hoop West 0848, consisting of fourteen thousand seven hundred square feet at South Dakota State University. 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 and construct a replacement facility in its place.

Section 2. The Board of Regents may demolish, remove, dispose, and reconstruct a structure known as Agriculture Experiment Station Shed Hoop East 0849, consisting of fourteen thousand seven hundred square feet at South Dakota State University. This project includes demolition, abatement of asbestos, or other such hazardous materials, the lawful disposal of the fixtures or rubble, any other action reasonably necessary to restore the site and construct a replacement facility in its place.

Section 3. The Board of Regents may demolish, remove, dispose, and reconstruct a structure known as Agriculture Experiment Station Monoslope Horse building 627, consisting of six thousand eighty square feet at South Dakota State University. This project includes demolition, abatement of asbestos, or other such hazardous materials, the lawful disposal of the fixtures or rubble, any other action reasonably necessary to restore the site of the grade and reconstruct the existing five structural bays, fencing, pens, and gates. The project would include an enclosed addition of two thousand four hundred square feet to house transient pigs. The addition would be constructed in lieu of replacing the Agriculture Experiment Station Beef Breeding North Barn building T0860 being demolished pursuant to Section 5 of this Act.

Section 4. The Board of Regents may demolish, remove, and dispose of a structure known as Agriculture Experiment Station Sheep Unit Commodity Shed building T1300, consisting of four hundred and sixty-six square feet at South Dakota State University, and construct a replacement commodity storage shed in its place. This project includes demolition, abatement of asbestos, or other such hazardous materials, the lawful disposal of the fixtures or rubble, any other action reasonably necessary to restore the site and construct the replacement facility in its place.

Section 5. The Board of Regents may demolish, remove, and dispose of a structure known as Agriculture Experiment Station Beef Breeding North Barn building T0860, consisting of three thousand nine hundred and forty square feet at South Dakota State University. 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 surface condition of the site.

Section 6. There is hereby appropriated the sum of five million eight hundred thousand dollars (\$5,800,000), or so much thereof as may be necessary, in other fund expenditure authority from insurance proceeds, institutional funds, and federal funds to the Board of Regents for the purposes authorized in sections 1 to 5, inclusive, of this Act.

Section 7. The cost estimates contained in this Act have been stated in terms of 2022 values. The Board of Regents may adjust such cost estimates to reflect project 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 4 of this Act. Any adjustments to construction cost estimates for the project authorized in section 1 of this Act may not exceed one hundred twenty-five percent of the estimated project construction cost stated in section 6 of this Act.

Section 8. 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 9. Whereas, this Act is necessary for the support of the state government and its existing public institutions, an emergency is hereby declared to exist, and this Act shall be in full force and effect from and after its passage and approval.

An Act to revise certain provisions pertaining to the state's school for the deaf.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That §13-49-14.12 be AMENDED:

13-49-14.12. South Dakota ~~Services School~~ for the Deaf and the South Dakota School for the Visually Handicapped maintenance and repair fund created--Deposit of money--Availability of funds--Use of funds.

The Board of Regents may deposit any moneys held by it pursuant to § 13-49-14.2, but not needed to cover liabilities heretofore incurred, into a special fund hereby created in the South Dakota school and public lands endowment, to be known as ~~the South Dakota Services School~~ for the Deaf and the South Dakota School for the Visually Handicapped maintenance and repair fund. All moneys so deposited shall become part of the school and public lands endowment, whose principal shall be held inviolate, and their earnings shall be made available to the Board of Regents to address the cost of routine maintenance and repair of the physical plant of the South Dakota ~~Services School~~ for the Deaf and the South Dakota School for the Visually Handicapped.

Section 2. That §13-49-14.13 be AMENDED:

13-49-14.13. Background investigation of persons hired for certain positions at South Dakota School for the Blind and Visually Impaired and ~~the South Dakota Services School~~ for the Deaf--Temporary employment pending results of background check.

Each person hired at the South Dakota School for the Blind and Visually Impaired and ~~the South Dakota Services School~~ for the Deaf to serve as superintendent, administrator, or principal, in a teaching or teaching assistant position, in a certificated or licensed clinical employment position, or on the residence hall staff in any capacity shall agree to submit to a background investigation, by means of fingerprint checks by the Division of Criminal Investigation and the Federal Bureau of Investigation. The hiring institution shall submit completed fingerprint cards to the Division of Criminal Investigation before the prospective new employee enters into service. If no disqualifying record is identified at the state level, the fingerprints shall be forwarded by the Division of Criminal Investigation to the Federal Bureau of Investigation for a national criminal history record check. Any person whose employment is

subject to the requirements of this section may enter into service on a temporary basis pending receipt of results from the background investigation. The employing institution may, without liability, withdraw its offer of employment or terminate the temporary employment without notice if the report reveals that the person has been convicted of any crime involving moral turpitude, including traffic in narcotics, that might justify suspension or revocation of a teaching license pursuant to § 13-42-10, or otherwise reveals circumstances that reasonably suggest that the person should not be employed in the special school setting.

Section 3. That § 13-49-39 be AMENDED:

13-49-39. Collective bargaining--Prohibition.

The collective bargaining provisions set forth in chapters 3-18 and 60-9A do not apply to any person employed by the Board of Regents or employed by an institution under the authority of the Board of Regents, except for public employees at the South Dakota Services School for the Deaf or the South Dakota School for the Blind and Visually Impaired as provided in § 3-18 -1.

Section 4. That §13-61-3 be AMENDED:

13-61-3. Rules for government of school--Superintendent, instructors, and staff.

The Board of Regents shall make rules for the government of the South Dakota School for the Blind and the Visually Impaired, consistent with the laws of this state, and in compliance with chapter 1-26, and to employ a superintendent and such instructors and staff as may be necessary. The superintendent and the instructional staff shall have professional knowledge concerning the educational needs of students with sensory disabilities. The board may hire one person to serve as the superintendent of ~~both~~ the South Dakota School for the Blind and the Visually Impaired and the administrator of State School for the Deaf South Dakota Services for the Deaf. The person shall receive a single salary.

Section 5. That §13-62-1 be AMENDED:

13-62-1. Location of school--Control by Board of Regents--Purpose.

~~The South Dakota Services for the Deaf, State School for the Deaf,~~ located at Sioux Falls, in Minnehaha County, shall serve as the state's school for the deaf, ~~be~~ under the control of the Board of

Regents and so maintained and managed as to afford ~~an~~ the appropriate education and outreach services to those persons entitled to its benefits.

Section 6. That §13-62-2 be AMENDED:

13-62-2. ~~Superintendent, instructors, and staff~~ Personnel--Qualifications.

The Board of Regents shall employ ~~a superintendent and such instructors and staff personnel~~ as may be necessary ~~for to~~ provide the appropriate level of service through the State School for the Deaf South Dakota Services for the Deaf. The ~~superintendent and the instructional~~ staff shall have professional knowledge concerning the educational needs of students with sensory disabilities. The ~~superintendent administrator~~ shall work towards increasing knowledge and skill in the use of American sign language, to the extent feasible. The board may hire one person to serve as the superintendent of ~~both~~ the South Dakota School for the Blind and the Visually Impaired and the ~~State School for the Deaf~~ administrator of South Dakota Services for the Deaf. The person shall receive a single salary.

Section 7. That §13-62-3 be AMENDED:

13-62-3. ~~Bond of superintendent administrator.~~

The ~~superintendent administrator~~ shall give a bond to the state in the amount which shall be fixed by the Board of Regents for the faithful discharge of ~~his~~ their duties, which bond shall be approved, recorded, and filed according to the provisions of this code relating to the official bonds of state officers.

Section 8. That §13-62-4 be AMENDED

13-62-4. ~~Duties of superintendent administrator--~~ Employment and compensation of other personnel.

The Board of Regents shall prescribe the duties of the ~~superintendent administrator~~ and shall have the power to employ and fix compensation of all other employees ~~at the school.~~

Section 9. That §13-62-5 be AMENDED:

13-62-5. ~~Preservation of school buildings~~ facility and property.

It shall be the duty of the Board of Regents to preserve and care for ~~buildings, grounds, the facility~~ and ~~all the property belonging to the school~~ of the South Dakota Services for the Deaf.

Section 10. That §13-62-5 be AMENDED:

13-62-6. Persons entitled to ~~admission to school services~~ Admission of nonresident pupils.

All persons under twenty-one years of age, whose hearing impairment precludes successful educational benefits of public schools, who are residents of the state, and capable of receiving instruction are eligible for ~~programs~~ services provided by the ~~state school for the deaf~~ South Dakota Services for the Deaf. Any person who is not a resident of the state, but meets all of the other qualifications included in this section, may ~~be admitted to the school~~ receive services through South Dakota Services for the Deaf, provided the Board of Regents determines that the ~~admittance does~~ provision of services does not exclude eligible residents of the state and upon payment of ~~board, tuition and care~~ charges established by the Board of Regents.

Section 11. That §13-62-12 be AMENDED:

13-62-12. Funds and property applied to benefit ~~of school~~ the South Dakota Services for the Deaf.

It shall be the duty of the Board of Regents to apply all funds, effects, and property which may be received, faithfully to the use and benefit of the ~~school~~ South Dakota Services for the Deaf.

Section 12. That §13-62-13 be AMENDED:

13-62-13. ~~Academic year of school~~ Service period.

It shall be the duty of the Board of Regents to fix the period throughout the year during of the academic year of such school which education and outreach services will be provided through the South Dakota Services for the Deaf, which shall be in compliance with ~~§§ 13-26-1 to 13-26-6, inclusive.~~

Section 13. That §13-62-14 be AMENDED:

13-62-14. Rules for operation ~~of school.~~

It shall be the duty of the Board of Regents to make rules, in compliance with chapter 1-26, as may be necessary for the efficient government and operation of the ~~school~~ South Dakota Services for the Deaf.

Section 14. That §13-62-15 be AMENDED:

13-62-15. Lease of buildings for commercial purposes--Use of lease income.

The Board of Regents may lease for commercial purposes portions of ~~School for the Deaf~~ the South Dakota Services for the Deaf buildings that are no longer regularly and actively used ~~by the School for the Deaf~~ in the conduct of ~~school's~~ its operations. The purposes, terms, and conditions of each lease shall be both economical and consistent with the stewardship of public property. The board may permit a lessee to undertake renovations on the following conditions:

- (1) The construction is of comparable kind and quality as the original structure;
- (2) The board has the right to prior review and approval of renovation designs and specifications that may affect shared building structural systems and related equipment and infrastructure;
- (3) The lessee provides such as-built documentation as the board may require; and
- (4) The lessee agrees title to the renovations shall vest with the board on behalf of the state.

The board shall establish lease rental rates consistent with the rates for commercial leases for comparable properties in Sioux Falls and Minnehaha County. The board may offer the leases to the public in any commercially reasonable manner. Lease income received through the leases by the board pursuant to this section shall be continuously appropriated to the ~~School for the Deaf~~ South Dakota Services for the Deaf for use in maintaining the property and supporting ~~the~~ its operations ~~of the School for the Deaf~~.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 8 – C
DATE: December 7-8, 2022

SUBJECT

FY24 Tuition Rate Proposals

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 13-53-6](#) – Tuition Rates and Fees

BACKGROUND / DISCUSSION

As part of its tuition and fee review, the South Dakota Board of Regents (SDBOR) partnered with EAB in April 2022 for a study of price sensitivity and enrollment patterns to help inform future tuition pricing decisions. EAB analyzed enrollment data for all six SDBOR member institutions for 2019, 2020, and 2021 to identify areas of opportunity for changes in pricing, in addition to highlighting unique enrollment and yield patterns across the system.

As the tuition and fee review process continues, the Business Affairs Council felt there was still an opportunity to adjust special rates and increase the prospective student pipeline, as identified by EAB. As a result, tuition proposals to expand resident rates within the region were discussed at the September Business Affairs Council meeting. Given the existing South Dakota Advantage rate, a proposal was developed to expand the resident tuition program to the states of Illinois and Wisconsin. These states were specifically identified by EAB as potential target markets due to their proximity to South Dakota and level of demand for higher education.

In addition, a proposal was submitted to expand the South Dakota Advantage and Child of Alumni rates to qualifying students pursuing graduate programs at SDBOR campuses. The existing South Dakota Advantage and Child of Alumni rates only apply to undergraduate courses. This proposal would offer resident graduate rates to students that meet the following criteria:

(Continued)

DRAFT MOTION 20221207_8-C:

I move to approve: 1) An expansion of the South Dakota Advantage tuition program offering new freshman and new transfer students from Illinois and Wisconsin a tuition rate equivalent to the resident undergraduate tuition rate set for each university starting summer 2023; 2) I also move approval of an expansion of the South Dakota Advantage and Child of Alumni rates to qualifying students pursuing non-capped graduate programs equivalent to the resident graduate tuition rate set for each university starting summer 2023.

- From a South Dakota Advantage state or are a Child of Alumni; AND
- Received an undergraduate degree from an SDBOR institution.

These proposals were discussed with the Council of Presidents, Academic Affairs, and Student Affairs Councils and were supported by all involved.

Campuses have provided additional information in Attachment I to support the growth needed to be revenue neutral, with the goal of growing enrollments, fulfilling the workforce needs of South Dakota, and generating additional revenue for the universities and the State.

The following tables provide a state-by-state summary of the base freshman and transfers from FY22, the potential revenue loss, and the number of credits and students needed to breakeven by expanding the South Dakota Advantage rate to the states of Illinois and Wisconsin.

Table 1. Expansion of South Dakota Advantage – Illinois

Illinois Breakeven Summary					
School	Base Student FTE	Base Credit Hours	Tuition Reduction	Breakeven Credits	Breakeven Student FTE
BHSU	1.5	46	\$4,756	19	1
DSU	10	294	\$30,400	120	4
NSU	7	216	\$22,334	88	3
SDSM&T	18	548	\$80,830	310	10
SDSU	29	873	\$102,228	395	13
USD	23	677	\$79,209	306	10
System	88.5	2,654	\$319,757	1,238	41

Table 2. Expansion of South Dakota Advantage – Wisconsin

Wisconsin Breakeven Summary					
School	Base Student FTE	Base Credit Hours	Tuition Reduction	Breakeven Credits	Breakeven Student FTE
BHSU	0.5	13	\$1,344	5	-
DSU	5	141	\$14,579	57	2
NSU	18	542	\$56,043	221	8
SDSM&T	25	764	\$112,690	433	14
SDSU	64	1,915	\$224,247	866	29
USD	21	623	\$72,891	281	9
System	133.5	3,998	\$481,794	1,863	62

Table 3 below provides a summary of the base graduate numbers from FY22 that would currently qualify, the potential revenue loss, and the number of credits and students needed to breakeven by expanding the South Dakota Advantage and Child of Alumni rates to qualified students. This program would exclude professional graduate programs that have unique/higher non-resident tuition rates and to which class caps exist such as Pharmacy, Med, Law, OT, PT, PA, and Vet 2+2.

Table 3.

South Dakota Advantage/Child of Alumni for Non-Capped Graduate Programs Breakeven Summary					
School	Base Student FTE	Base Credit Hours	Tuition Reduction	Breakeven Credits	Breakeven Student FTE
BHSU	0	0	0	0	0
DSU	2	45	\$13,000	39	2
NSU	0	0	0	0	0
SDSM&T	28	310	\$105,819	312	13
SDSU	15	457	\$143,452	422	18
USD	32	763	\$125,027	368	15
System	81	1,575	\$387,298	1,141	48

Benefits of Program

Being able to offer a competitive tuition rate to students in the surrounding states has paid off financially in the past. The most recent example is the success we have had with the South Dakota Advantage rate for surrounding states plus Colorado. Table 4 shows the results for year four of the program, where all of the campuses were able to grow enrollments beyond the breakeven point and generate additional tuition revenues.

Table 4.

Existing South Dakota Advantage Undergraduate Program					
Campus	FY18 Base Credit Hours	Additional Credit Hours Needed to Break Even	FY22 Credit Hours	Credit Hours Greater/(Less) than Needed to Break Even	Gain or Loss in Tuition Revenue
BHSU	2,316	927	9,230	5,987	\$1,514,560
DSU	766	317	3,422	2,339	\$595,013
NSU	121	49	2,449	2,279	\$578,448
SDSM&T	3,646	2,068	13,032	7,318	\$1,849,458
SDSU	7,344	3,105	28,262	17,813	\$4,510,856
USD	7,340	3,097	26,147	15,710	\$4,009,530
Totals	21,533	9,563	82,542	51,446	\$13,057,865

Being able to fill vacant rooms strengthens the housing system by generating additional revenues to support maintenance, repair, and operations of the facilities. Strong housing occupancy helps keep costs down for all students.

South Dakota retains about 30% of nonresidents employed in the state after they earn their degree. This educated workforce is critical to our state filling growing high tech jobs, meeting the demands in health fields, and keeping entrepreneurs in the state.

IMPACT AND RECOMMENDATIONS

The universities are confident that offering the on-campus resident rate to new students from Illinois and Wisconsin will result in increased enrollments from those states.

Given that there is facility capacity on campus and that the competition for South Dakota students from surrounding states continues to escalate, we must be aggressive in bringing more young people to South Dakota and keeping our resident students in the state.

Expansion of the South Dakota Advantage program has many benefits and is recommended for approval. The total tuition risk is \$801,551 for expansion to Illinois and Wisconsin based on the current freshman and transfer FTE of 222. Total tuition risk for expansion of resident graduate rates to South Dakota Advantage states and Child of Alumni is \$387,298 based on the current graduate enrollment FTE of 81. To breakeven as a system, we need to attract an additional 104 undergraduate students and 48 graduate students.

ATTACHMENTS

Attachment I – Campus Support for FY24 Tuition Proposals – Undergraduate

Attachment II – Campus Support for FY24 Tuition Proposals – Graduate

CAMPUS SUPPORT FOR FY24 TUITION PROPOSALS

Graduate

Application of South Dakota Advantage for Graduate Students at DSU

The following table includes the number of graduate credit hours taken by students from states that are currently included in the South Dakota Advantage tuition rate. DSU only had students from Iowa and North Dakota that fell into this category for FY22. If graduate courses for students from these states were reduced to the resident graduate rate, DSU would need to increase by 39 credit hours or approximately 3 student FTE (12 credit hours per graduate FTE).

DSU - Graduate Breakeven Analysis

	FY22 Credit Hours	FY22 Rate per credit hour	Total Revenue
Current Revenue-Nonresident rate	45	\$622.15	\$27,996.75
Projected Revenue-Resident rate	45	\$333.25	\$14,996.25
Tuition Revenue Loss			(\$13,000.50)
Breakeven Credit Hours			39
New FTE required to breakeven			3

DSU will market the new rates along with our adjacent state resident rates at very minimal cost including social media, direct mailings, emails, website promotion.

As with the implementation of the current SD Advantage undergraduate programs, DSU proposes to offer the equivalent of resident graduate tuition to incoming new graduate students.

Application of South Dakota Advantage for Graduate Students at Northern

Northern requests approval to offer resident rate tuition to students who receive their undergraduate degree under the terms of the South Dakota Advantage Program and subsequently enroll in an on-campus graduate program. Currently, these students would be required to pay the non-resident rate of tuition. While the majority of Northern's graduate programs are offered on-line, having the ability to offer the resident tuition rate to graduate students may attract additional students to our Counseling, Sport Performance & Leadership and Accounting Analytics programs.

Northern will market the new rates along with our adjacent state resident rates at very minimal cost including social media, direct mailings, emails, website promotion.

As with the implementation of the current SD Advantage undergraduate programs, Northern proposes to offer the equivalent of resident graduate tuition to incoming new graduate students.

Application of South Dakota Advantage for Graduate Students at South Dakota Mines

Undergraduate students from South Dakota Advantage states who have completed a BS degree at South Dakota Mines have invested tuition and spent significant dollars in the local and state economies while earning their degrees. Extending their eligibility for resident-rate tuition should they decide to remain in

South Dakota for graduate school is a sound business decision that makes it more likely for them to continue to invest additional dollars in tuition and the economy.

The accelerated MS programs at South Dakota Mines are popular, with approximately 40 new MS students starting each year and an average enrollment of 65 MS students for the last three years.

Part of the success of this program is being able to offer resident graduate tuition rates for students from the Western Regional Graduate Program (WRGP) states. Nebraska and Iowa are the two South Dakota Advantage states that are not also in WRGP. Thus, the incentive for these students to remain for an MS degree is much lower, as evidenced by the low number of accelerated MS students from these two states. It may seem especially unfair to students that, although eligible for the resident rate while an undergraduate, they must then pay the full rate for graduate school, further discouraging them from staying for a graduate degree.

	Fall 2020	Fall 2021	Fall 2022
Accelerated MS enrollment	53	78	63
Accelerated MS from WRGP states	32	54	43
Accelerated MS from NE, IA	3	5	3

Extending the resident graduate rate to students in all South Dakota Advantage states provides a more consistent tuition structure to students from the states we are targeting and makes it more likely that Nebraska and Iowa students will choose to attend South Dakota graduate schools. Since most accelerated students are already from WRGP states, the difference in tuition receipts would be minimal and the breakeven point is about 4-5 new students from Nebraska and Iowa. With undergraduate recruiting also targeting these states, a larger pool of undergraduates would also contribute to increased graduate enrollment.

While not part of the current proposal, this expansion would work best if the current rate structure for WRGP graduate students would also be fixed as part of this initiative. Currently, accelerated MS students eligible for the resident South Dakota Advantage rate and for the WRGP graduate rate *must pay the full graduate rate until they complete the BS degree*, even though they are eligible for the resident graduate rate. This idiosyncrasy creates much confusion and resentment for our WRGP accelerated students and weakens the recruiting impact of the accelerated programs, since we cannot honestly say that they will save both time AND money.

South Dakota Mines' recruitment and marketing plans will include updating our promotional materials, website, and other high impact practices in these areas, including marketing to existing undergraduate SD Advantage students. Our recruitment team will be targeting both in-person and virtual events to increase the awareness of the increased value.

As with the implementation of the current SD Advantage undergraduate programs, South Dakota Mines proposes to offer the equivalent of resident graduate tuition to incoming new graduate students.

SDSU SD Advantage Graduate and Child of Alumni Tuition Pilot

SDSU is supportive of expanding the adjacent state rate to Non-Capped Graduate Programs. Students are bringing an increasing number of dual credits into college and many will have the ability to start expanding their education into graduate programs even within their four year experience. The current program limits the adjacent state rate to undergraduate programs, so students that wish to start their graduate programs at a BOR institution currently will revert to paying a non-resident rate in graduate courses. This increase in rate may cause them to look for graduate education elsewhere and possibly back in their home state. To help address workforce needs in the state, it makes sense to try retain the students that come here due to the adjacent state program in the state for graduate school and hopefully to find work in the state.

SDSU's Adjacent State Expansion to Non-Capped Graduate Programs					
	Base Student FTE	Base Credit Hours	Tuition Reduction	Breakeven Credits	Breakeven Student FTE (24 Credits)
ADJ States	15	457	\$ 143,452	422	18
*Note: Excludes Pharmacy and Vet 2+2					

SDSU's recruitment and marketing plans will include updating our promotional materials, website, and other high impact practices in these areas. Our recruitment team will be targeting both in-person and virtual events to increase the awareness of the increased value.

As with the implementation of the current SD Advantage undergraduate programs, SDSU proposes to offer the equivalent of resident graduate tuition to incoming new graduate students.

USD SD Advantage Graduate and Child of Alumni Tuition Pilot

In recent years USD, as well as other SD BOR institutions, have offered tuition programs that grant incoming freshman and new transfer students from surrounding states and Colorado or that are child of alumni the equivalent of resident tuition rates for on-campus, state support programming.

The SD Advantage and Child of Alumni undergraduate tuition programs afford the campuses the opportunity to grow enrollments, better utilize available campus capacity, attract nonresidents to help keep the cost lower for all students and to grow the workforce in South Dakota.

These current tuition programs cover undergraduate tuition only, thus those students graduating from a SD BOR institution that wish to pursue graduate education within the system are faced with paying non-resident graduate tuition. This presents two key challenges: risk of losing SD Advantage or Child of Alumni undergraduates to other states, particularly back to their home state

where graduate resident tuition is offered and 2) the perception that the current programs (offered only to undergraduate) is a “bait and switch” when the resident rate does not extend from undergraduate to graduate programming.

To maximize the potential for retaining these graduate degree seeking students, USD seeks approval to extend the SD Advantage and Child of Alumni program to *qualifying* students who wish to pursue graduate programming at USD. Qualifying students must meet the following two criteria: 1) are from a SD Advantage state or are a Child of Alumni *and* 2) received an undergraduate degree (conferred) from a SD BOR institution. With these two criteria met, the student would be eligible for the equivalent of resident graduate tuition (standard rate for graduate or GA).

This initial pilot would include graduate programming to which the following rates apply:

	Current Rate	Proposed SD Advantage Graduate or Child of Alumni Rate (Qualifying Students)
U-Tuition GR Non Resident	654.05	340.15
U-Tuition GR Grad Asst NR	214.30	180.30

Based on FY22 data for students meeting the proposed qualifying criteria, USD’s breakeven is 15 students assuming full-time graduate credits.

Headcount (Unduplicated)	59
Credits Generated	763
Student FTE based on 24 credits	32
Average Credit Taken	13
 FY22 Tuition Revenue at Non-Resident or NR GA Rate	 319,182
 Tuition Revenue if equivalent of Resident or Resident GA applied	 194,156
 Revenue loss at lower tuition rate	 (125,027)
Credits to Break-Even	368
Student FTE to Break-Even (based on 24 credits)	15
Headcount to breakeven assuming average credits (13) taken	27

With graduate programming having varying credit requirements and length of programming, the breakeven above is based on all years of programming. When adjusting for “incoming” new graduates only, we estimate breakeven between 8 (assuming full-time) and 14 (assuming part-time).

USD believes there is strong potential to meet or exceed these breakeven targets and that this tuition strategy will retain more SD Advantage undergrads at USD for graduate programming. Additionally, USD believes this pathway to access resident graduation tuition will be a recruitment tool in increasing the number of undergraduates from the SD Advantage states.

USD's recruitment and marketing plans will include updating our promotional materials, website, and other high impact practices in these areas. Our recruitment team will be targeting both in-person and virtual events to increase the awareness of the increased value.

As with the implementation of the current SD Advantage undergraduate programs, USD proposes to offer the equivalent of resident graduate tuition to incoming new graduate students.

This initial pilot would exclude USD's professional graduate programs that have unique/higher non-resident tuition rates and to which class caps exist. MD, LAW, OT, PT, and PA would not be included in this pilot. With higher non-resident tuition rates to support high costs of program delivery and class caps, revenue losses through reduced tuition could not be replaced through increased enrollment. USD will assess these programs independently to determine what tuition strategies may be possible and affordable for SD Advantage undergrads that wish to pursue these programs.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 8 – D
DATE: December 7-8, 2022

SUBJECT

DSU Applied Research Lab 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

Dakota State University (DSU) requests Board of Regents' approval of the Facility Program Plan (FPP) for the construction of a new Applied Research Lab located in Sioux Falls. The Preliminary Facility Statement (PFS) was approved at the January 27, 2022, BOR meeting. The estimated cost of the complex is \$50 million.

IMPACT AND RECOMMENDATIONS

This project will provide expanded Applied Research Lab facilities for Dakota State University located in Sioux Falls. The 3-story, 100,000 square foot facility will focus on creating a high-quality work environment by providing natural daylight, fostering indoor and outdoor relationships and views, and planning for a strong sense of campus between potential future structures.

The new facility would increase capacity for specialized laboratory, office, and data center space to support applied research in computer and cyber sciences. The current facilities in Madison enable DSU to have approximately 150 researchers. The new facility in the northwestern area of Sioux Falls would create capacity for 400-500 new federal and private sector positions.

Due to the highly sensitive nature of the project, no floor plans can be publicly posted.

(Continued)

DRAFT MOTION 20221207_8-D:

I move to approve DSU's Facility Program Plan for the Applied Research Facility at an amount not to exceed \$50,000,000 utilizing private funds.

Initial Cost Estimates

Construction Costs	
Construction Costs	\$35,000,000
Soft Costs	\$10,000,000
Contingency	\$5,000,000
Total Project Costs	<hr/> \$50,000,000
 Funding Source – Private Funds	 \$50,000,000

Proposed Funding Sources

The DSU Applied Research Lab will be funded entirely from private dollars. Funds have been received for construction of the facility.

Ongoing maintenance and repair of the facility as well as operations, estimated to be approximately \$600,000 annually, will be funded through lease/rental income. Details of operations and responsible parties will be determined through future lease negotiations.

ATTACHMENTS

Attachment I – Dakota State University Applied Research Lab Facility Program Plan

DSU Applied Research Lab Facility Program Plan



Dakota State University requests approval of this Facility Program Plan for the construction of a new Applied Research Lab located in Sioux Falls. The Board approved DSU's [Applied Research Building Preliminary Facility Statement](#) at the January 27th 2022. In April of 2022, the Building Committee selected the design team of Architecture Incorporated and the Construction Manager Journey Group. The estimated cost of the Complex is \$50 million. Funding for the project will come from private donations.

Fund Sources

The DSU Applied Research Lab will be funded entirely from private dollars. Funds have been received for construction of the facility. Ongoing maintenance and repair of the facility will be funded through lease/rental income.

Programmatic Justification for Discrete Spaces

Dakota State University is committed to providing access to jobs for their graduates within the state of South Dakota as well as professionals with research jobs to the area. The Applied Research Lab facility will house research and office space for +/- 400 occupants and tenants along with the associated collaboration spaces and support spaces. The building amenities include a commons, catering kitchen, and training room and conference rooms that will be utilized by all building occupants.

Gross Square Footage

The Applied Research Lab is planned at 100,000 gross square feet.

Site Analysis

The location for the new Applied Research Lab is located in Sioux Fall in the northwestern area of the city.

Description of Key Building Features

This project will provide expanded Applied Research Lab facilities for Dakota State University located in Sioux Falls. The 3-story, 100,000 square foot facility will focus on creating a high-quality work environment by providing natural daylighting, fostering indoor and outdoor relationships and views, and planning for a strong sense of campus between potential future structures. As described above the program does allow for common building amenities and collaboration spaces to supplement the research and office areas.

Initial Cost Estimates and Funding Sources

The initial cost estimates include site development and construction of the new Applied Research Lab. Total cost is estimated at \$50 million. The budget is outlined in the following table:

Projected Project Costs	Amount
Construction Costs	\$35,000,000
Soft Costs (FFE, Technology, testing, planning and design, etc.)	\$10,000,000
Contingency	\$5,000,000
Total Project Cost	\$50,000,000

Maintenance and Repair

The Board of Regents requires a plan to provide funding for maintenance and repair at an amount equivalent to 2% of the replacement value of the building. Revenue from lease income will provide the funding necessary for DSU to meet this requirement.

On-going Operational Costs

The annual operating costs of the facility include but are not limited to janitorial, utilities and other related costs. DSU estimates these costs on an annual basis to be:

Category	Description	Annual Cost
Insurance, Utilities, Other operating Costs for common area	Approximately \$5.50/sq. ft.	\$601,000
Other Misc. Expenses	Other expenses	TBD

The additional operating costs will be funded from lease income or paid by the tenant. Details of operations and responsible parties will be determined through those future lease negotiations.

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 8 – E
DATE: December 7-8, 2022

SUBJECT

USD South Dakota Union 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

The University of South Dakota (USD) requests approval of their Preliminary Facility Statement (PFS) and Facility Program Plan (FPP) for the renovation of South Dakota Union at an estimated cost of \$6,800,000. Major updates are necessary throughout the building to bring it up to modern standards, meet ADA requirements, and complete needed maintenance and repair. The renovation will completely overhaul all the interior spaces, exterior windows, doors, framing, finishes, add a fire protection system, plumbing, HVAC, and electrical systems.

The building will house clinics, classrooms, research spaces, offices, conference rooms, and restrooms on each floor.

USD and the Office of the State Engineer (OSE) selected CO-OP Architecture through a competitive solicitation process for design, estimate, and construction administration as initial project estimates believed the total project cost would be under \$5 million. However, due to inflation and increased construction costs, it is now determined the project will be over \$5 million, thus requiring a building committee.

(Continued)

DRAFT MOTION 20221207_8-E:

I move to approve USD's Preliminary Facility Statement and Facility Program Plan for the renovation of the South Dakota Union Building at a cost not to exceed \$6,800,000 to be funded by the sources identified in this item, and to assign a building committee.

Additional details of this project can be found in USD’s attached Preliminary Facility Statement and the Facility Program Plan.

IMPACT AND RECOMMENDATIONS

The South Dakota Union was originally built in 1930 and has not had major renovations since. The planned improvements will modernize the building, increase energy efficiency, and increase the overall performance of the facility for students, faculty, staff, and visitors.

USD further requests that a building committee be formed to move forward with the planning and renovations for this project.

Funding Sources

Source of funding for the South Dakota Union would come from one of two methods:

- i. \$6,800,000 HEFF and General Fund M&R
OR
- ii. \$3,400,000 in one-time State funding
\$3,400,000 in HEFF and General Fund M&R

The South Dakota Union is one of the four facilities submitted by USD for the Facilities Preservation plan during the June 2022 Informal Budget Hearing. This request included \$20,500,000 in state general funds with a match of \$20,500,000 in M&R funding for SD Union, Churchill-Haines, Dakota Hall, and East Hall. The status of this request is still pending, and if legislatively authorized, the level of general funds available for this project is still unknown. In the event state general funds are not made available to USD through this request, the South Dakota Union renovations will be 100% funded through HEFF and General Fund M&R.

Cost Estimate

Total Estimate of Probable Construction Costs	\$5,900,000
A/V & IT Allowance	\$350,000
A & E Fees	\$302,000
Commissioning	\$35,200
OSE Fees / USD Fees	\$120,000
Owner's Contingency:	\$92,800
PROJECT TOTAL	\$6,800,000

ATTACHMENTS

Attachment I – USD Preliminary Facility Statement – South Dakota Union Renovation
Attachment II – USD Facility Program Plan – South Dakota Union Renovation

PRELIMINARY FACILITY STATEMENT

South Dakota Union Renovation

THE UNIVERSITY OF SOUTH DAKOTA

a. General Programmatic needs to be addressed:

Originally built in 1930, the South Dakota Union has gone without any major renovations. The building is approx. 35,256 square feet and currently houses the Psychology department. As is evident, the 92-year-old building needs significant renovations to all four (4) floors. These major renovations are required to meet ADA requirements, modernize the building, add fire protection system, upgrade plumbing, HVAC, and electrical systems, increase energy efficiency, and increase the overall performance of the facility for all occupants and visitors.

b. Analysis of the student body or constituents to be served:

The constituents served for by this facility will be the entire USD Campus Community consisting of students, faculty, and staff, and the local community. The focus of this project is to provide an improved facility for not only the Psychology department, but all of campus as well as the community.

c. Additional Services To be Offered:

The facility has centrally scheduled classrooms that are utilized by several programs on campus. It will also house a clinic space that is utilized by campus as well as the community.

d. Compliance with Master Plan:

The renovation of the South Dakota Union facility has been identified on The University Master Plan and on the Space Analysis Review, (the latter of which was performed by JBA, Inc, who conducted a yearlong study of our building needs on the USD campus).

e. Analysis of needs assessment based on the Facilities Utilization Report:

Not applicable.

f. Location:

South Campus, bordered by Clark Street on the South and located directly West of the National Music Museum.

g. Relocation of old space, if any:

Not applicable

h. Proposed funding source/sources:

The proposed funding sources will either be one-time State funding, M&R HEFF allocation or a combination of both.

i. Budget for development of a Facility Program Plan:

USD and Office of State Engineer selected CO-OP Architecture through a competitive solicitation process for design, estimate, and construction administration as it was estimated that the total project cost would be under the \$5 million. However, due to inflation and increased construction

costs, it is now determined that the project will be over \$5 million and therefore will require us to follow the capital project process via SDBOR 6:4. We request approval of this Preliminary Facility Statement and request a building committee be assigned to this project. We further request building committee approval of CO-OP Architecture for the design and construction administration of the project since they have completed the full design and are contracted for the bidding and construction administration of the project.

FACILITY PROGRAM PLAN

South Dakota Union Renovation

THE UNIVERSITY OF SOUTH DAKOTA

a. Programmatic justification for discrete spaces:

Originally built in 1930, The South Dakota Union has gone without any major renovations. The building is approx. 35,256 square feet and currently houses the Psychology department. The buildings is in dire need of a major renovation. The windows, exterior doors, plumbing, mechanical and electrical systems are not energy efficient and are extremely old and outdated. There is limited ADA accessibility into the building and also within the building. The finishes throughout the building are outdated and in need of replacement. The building currently doesn't have a fire protection system and the existing fire alarm system is no longer supported.

The proposed renovation of the South Dakota Union building will completely renovate all four (4) floors of the building. The renovation will be a complete overhaul of all interior spaces, exterior windows, doors, framing, finishes, fire protection, plumbing, HVAC, and electrical systems. The new materials and systems will provide more energy efficiency to the building. This renovation will provide the space, accessibility, and energy efficiency needed for all students, faculty, staff, and the public who frequently utilize the building. The building will house clinic, classrooms, research spaces, offices, conference rooms, and restrooms on each floor. These improvements will provide a safer facility for students, staff, faculty, and visitors to the USD campus.

b. Gross Square Footage:

Total gross square footage for the South Dakota Union is 35,256.

c. Site Analysis:

The South Dakota Union building is an existing building that is located on the Southern side of the University of South Dakota campus in Vermillion, SD. It is bordered by Clark Street on the South and located directly West of the National Music Museum.

d. Description of Key Building Features:

The South Dakota Union building consists of masonry walls, structural columns and concrete floors. It has exterior aluminum windows and doors. The roof is

partly shingles and rubber. The interior is made up of clinic space, classrooms, research space, offices, conference rooms, restrooms, and student spaces.

e. Illustrative floor plans:

An overall aerial of the building and conceptual floor plans are included for your review. See exhibits.

f. Initial Cost Estimates:

The initial cost estimate is \$6,800,000. The following presents the breakdown of the cost estimates.

Total Estimate Of Probable Construction Costs	\$5,900,000
A/V & IT Allowance	\$350,000
A & E Fees	\$302,000
Commissioning	\$35,200
OSE Fees / USD Fees	\$120,000
Owner's Contingency:	\$92,800
PROJECT TOTAL	\$6,800,000

g. Impact to M&R:

This renovation will be eligible for funding from USD's maintenance and repair annual allocation.

h. Budget for ongoing operational costs:

Ongoing operational budgets won't change due to the building already being occupied by USD.

Utility budget is anticipated to decrease or stay the same due to upgrades to mechanical and electrical systems that will be completed through this renovation project.

i. Proposed funding sources for costs of (i) construction (ii) ongoing operations and (iii) maintenance and repair:

(i) Source of funding for the South Dakota Union is outlined below:

i. \$6,800,000 in HEFF and General Fund M&R

OR

ii. \$3,400,000 in one-time State funding

\$3,400,000 in HEFF and General M&R.

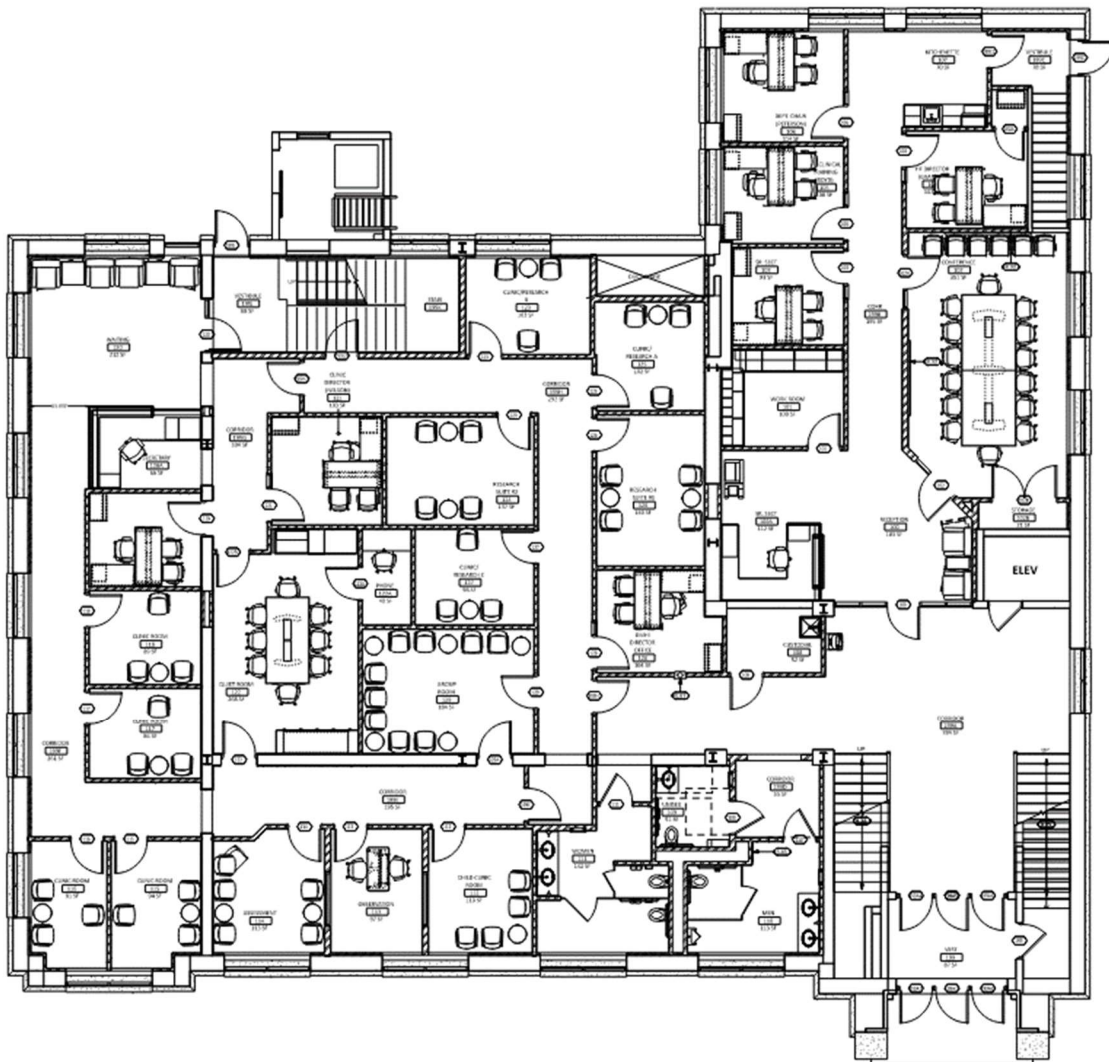
(ii) Utility costs will be funded through the University utility allocation.

(iii) USD's maintenance and repair allocation.

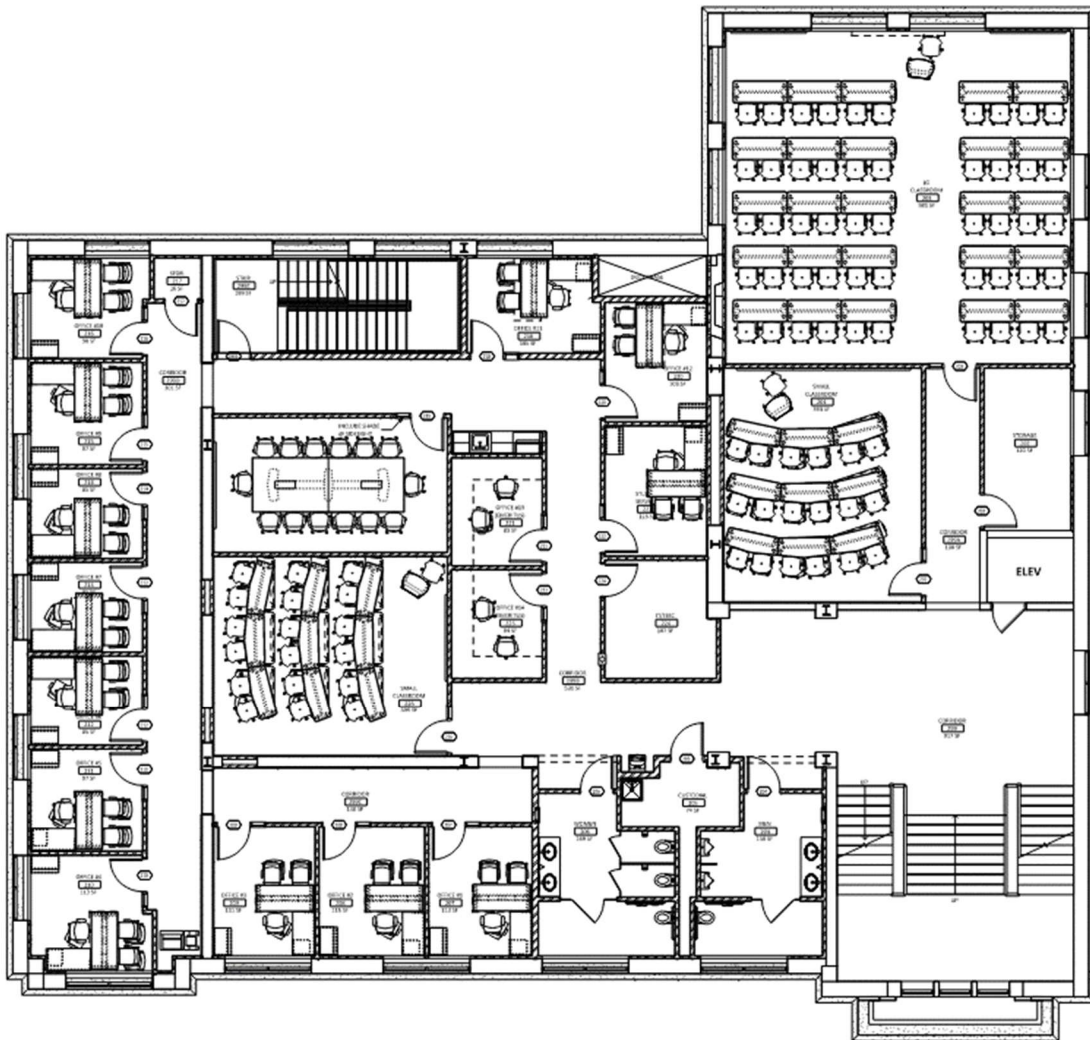
AERIAL PHOTO OF SITE:



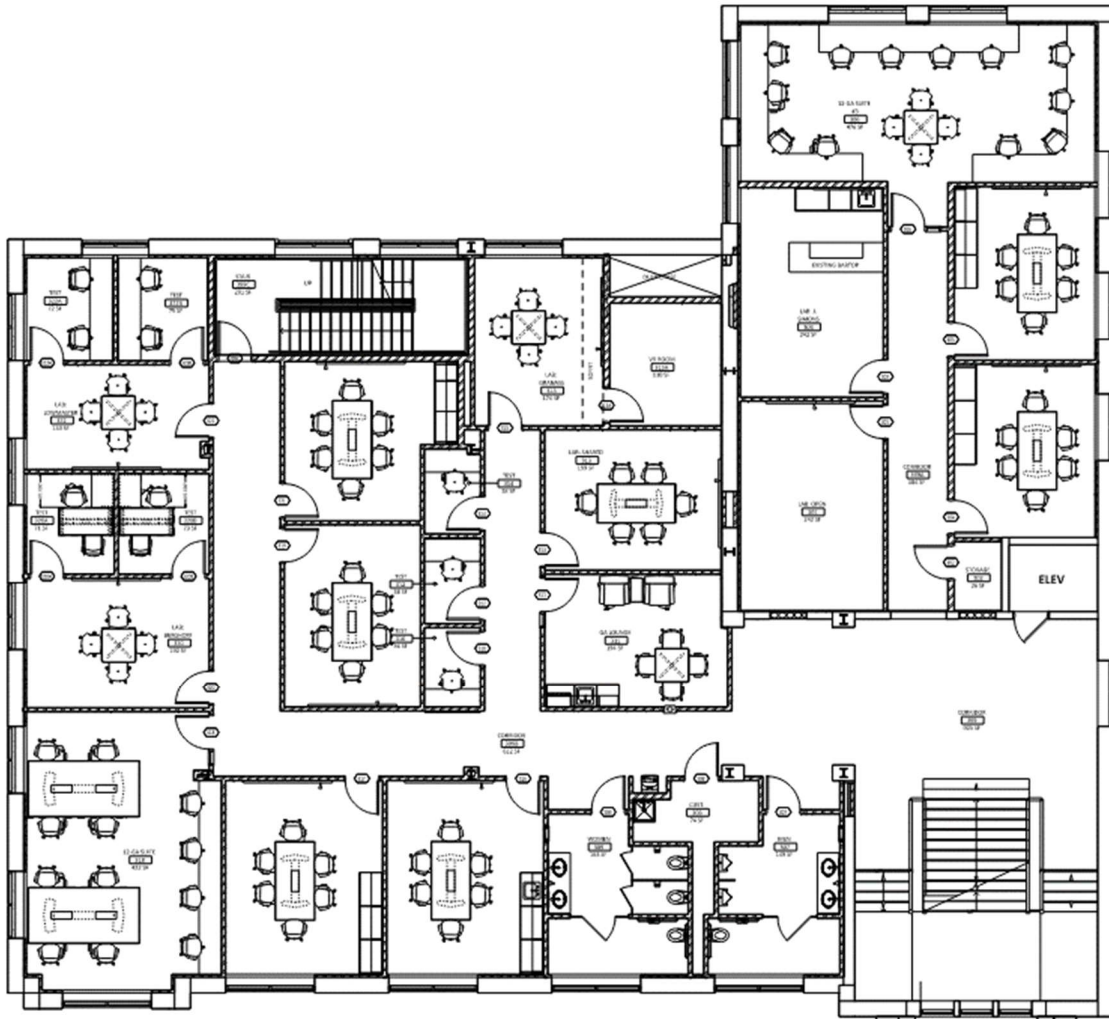
FLOOR PLANS:



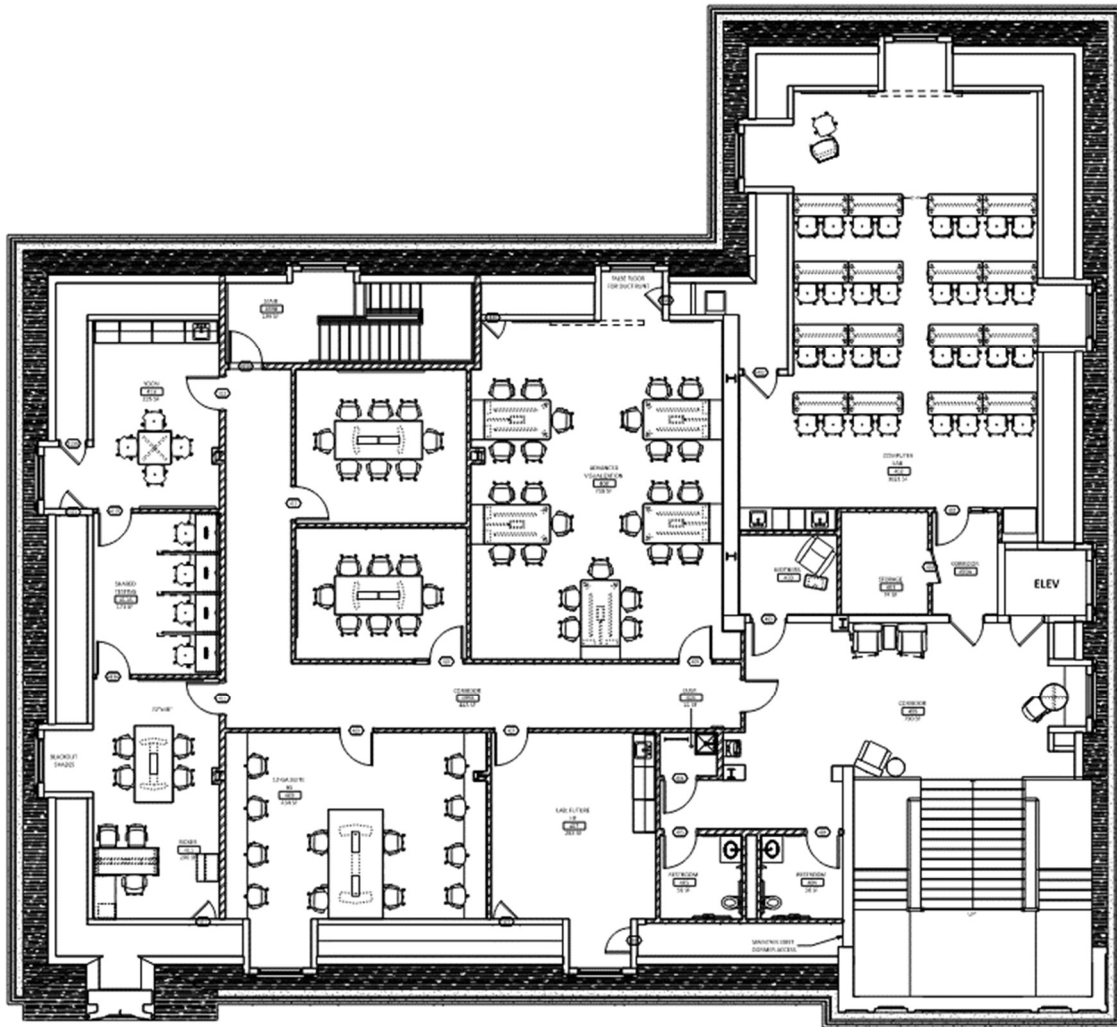
FIRST FLOOR PLAN
NOT TO SCALE



SECOND FLOOR PLAN
NOT TO SCALE



THIRD FLOOR PLAN
NOT TO SCALE



FOURTH FLOOR PLAN
NOT TO SCALE

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 8 – F
DATE: December 7-8, 2022

SUBJECT

Resolution to Remove Brookman Hall at the University of South Dakota from the Housing and 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 Brookman Hall, a residence hall on the campus of the University of South Dakota (USD), from the USD 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.

As approved as part of SB 40 during the 2020 legislative session, Julian Hall and Julian Hall Addition will be demolished, which is taking place in FY23. As the mechanical and HVAC systems in Brookman Hall are connected to the main boiler through Julian Hall, an analysis supported demolishing Brookman Hall rather than completing a substantial investment in a new HVAC mechanical systems and much needed interior renovations. Estimated costs totaled \$2.3M, which equates to \$23,502 per bed. The University of South Dakota has determined that adequate housing options exist in the remaining housing units to meet the required housing needs, and therefore is requesting removal of Brookman Hall effective December 8, 2022.

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

(Continued)

DRAFT MOTION 20221207_8-F:

I move to 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.

IMPACT AND RECOMMENDATIONS

USD requests authority to remove Brookman Hall from its Auxiliary Facilities System as it is structurally unfit for use as a residence hall following the demolition of Brookman Hall. They further request authority to demolish Brookman Hall prior to its removal from the Auxiliary Facilities System, utilizing funds available in its Institutional System.

ATTACHMENTS

Attachment I – A Resolution Removing Brookman Hall at the University of South Dakota from the Auxiliary Facilities System

A RESOLUTION REMOVING BROOKMAN HALL AT THE UNIVERSITY OF SOUTH DAKOTA
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 and the University of South Dakota (“USD”) (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 Brookman Hall, located on the campus of USD and part of the USD Institutional System, is physically and structurally unfit for use and occupancy as a student residence hall and should therefore be abandoned for economic nonfeasibility and removed from the list of facilities of the USD Institutional System; and

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 Brookman 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 nonfeasibility and removed from the USD 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. 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 _____, 2022.

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
- 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: 8 – G
DATE: December 7-8, 2022

SUBJECT

Human Resources Transformation

CONTROLLING STATUTE, RULE, OR POLICY

None

BACKGROUND / DISCUSSION

Following the adoption of the HR Transformation (HRT) project charge at the October 2022 Board meeting. The HR Transformation Steering Committee (HRSC) has been working toward goals as outlined in the project charge, primarily focusing on Goals 1 and 2 in this phase of the project; the summary of progress is outlined below.

GOAL 1: Implement an organizational structure for HR that supports dual reporting lines, with campus HR staff responsible to both the System HR Officer and the appropriate campus administrator.

The HRSC has been working on developing expectations to support the new reporting structure and are developing an authority matrix that clearly articulates where decision making authority lies in decisions related to compensation and classification, employee discipline and separation decisions, institutional human resources policy and processes, recruitment, retention, professional development, employee relations, and oversight of the human resources departments across the state. The authority matrix will continue to evolve as decisions are made regarding centers of excellence and will be a living document throughout the duration of this project.

In conjunction with the authority matrix, the HRSC will review Board policies and/or guidelines and determine if revisions are needed to support the new organizational structure. In order for the new model for human resources to be successful, the expectations need to be clear and that is a central focus and goal of the HRSC.

GOAL 2: Establish a strategic vision for human resources that includes a system HR vision statement, defines the role of human resources departments, establishes a project timeline, and sets the goals for the sub-committees.

(Continued)

DRAFT MOTION 20221207_8-G:

I move the Board adopt the strategic Vision, Mission, and Objectives for human resources.

The HRSC has also developed a strategic Vision, Mission, and Objectives document for human resources (Attachment I). Once approved by the Board the document will be used as a guiding resource for human resources during, and beyond the culmination of this project. In addition, the language in the document will play an integral part in the communication strategy with stakeholders throughout the HR Transformation project and implementation.

In addition to this work, HRSC has also been developing the foundation for the five subcommittees. The subcommittees have all been formed (Attachment II), and the committees for classification and compensation, standardization or processes and best practices, and evaluation of the existing shared services have all started their work. The subcommittees have individualized project charges that outline the goals and expected outcomes in alignment with the overall project charge. The subcommittees are working on data and information gathering, setting priorities, and establishing timelines that include project milestones.

The system Chief HR Officer will continue to participate in subcommittee meetings and will be the liaison between the subcommittees, advisory committee, HRSC and the Board to ensure that the recommendations and outcomes align with the goals of the Board. HRSC and the subcommittees will also be working on establishment of metrics to be able to evaluate and measure progress toward goals, effectiveness and efficiencies as the system adopts this new model.

In addition, the HRSC will be working on the development of a funding model that supports the new delivery model for human resources services. This will be an ongoing discussion for the next few months as the subcommittee work, and recommendations on the centers of excellence model will be a driving factor in development of a funding model. In addition to evaluation of the existing budgets, the HRSC will be evaluating existing positions to better understand the skills gaps and competencies that exist today and develop plans for how to address gaps and identify existing expertise that can support the new model.

Lastly, the HRSC has identified a benchmarking survey that will be issued to administrators and appropriate HR leaders to assess a baseline perception of HR services across broad functional areas and to establish priorities; this tool can then be resented post-implementation to measure progress toward goals.

IMPACT AND RECOMMENDATION

The steering committee is requesting that the Board adopt the attached Vision, Mission and Objectives document and provide feedback on the status of the project.

ATTACHMENTS

Attachment I – HR Vision, Mission, and Objectives document

Attachment II – HR Transformation Subcommittees

**SDBOR Human Resources
Vision, Mission & Objectives****Vision**

Human Resources aspires to be a model of excellence and leadership, delivering strategic human resources services and solutions that support the strategic plan of the SD Board of Regents and its individual institutions.

Mission

As a strategic partner with system and institutional leadership, human resources will deliver high-quality, innovative, and efficient human resources programs, solutions, and services. We will promote a culture of excellence that will attract, engage, and retain high-quality employees and positively influence the applicable teaching, research, and service missions of the institutions.

Strategic Human Resources Objectives

1. Implement an HR organizational structure and service delivery model that aligns and integrates resources across the system in order to elevate human resources as a strategic partner.
2. Define the role of human resources and implement strategies and practices to support the transformation from transactional to strategic.
3. Establish a ‘Centers of Excellence’ model for human resources services to improve the employee experience, reduce duplication and build human resources expertise.
4. Implement strategies and programs to attract, engage and retain the best talent to support the system’s strategic goals and missions of the individual institutions, and to meet the human resources service needs of the system and institutions.
5. Align talent management processes to ensure that compensation and performance management systems are supporting the goals of the Board and university and are meaningful to the employee and supervisors.
6. Engage with campus leadership in strategic workforce planning through development of processes to holistically assess current state and forecast future needs.
7. Modernize and streamline processes to ensure consistent, efficient and solution focused services for current and potential employees through continuous improvement efforts.
8. Establish common human resources best practices, guidelines, and policies to ensure consistency and reduce risk and liability for the system.
9. Establish and refine data metrics to inform and influence strategic, data driven decision-making.
10. Develop strong leaders through training and development opportunities to ensure that supervisors and employees are appropriately prepared for their roles.



HR Transformation Subcommittee Members

Classification and Compensation Subcommittee			
Mary Larson	SDSU	Director of Human Resources	
Emery Wasley	USD	AVP for Human Resources	
Subcommittee Members			
Name	University	Title	Functional Area
Cassie Maser	BHSU	Human Resources Coordinator	Human Resources
Alicia Entringer	DSU	Human Resources Manager	Human Resources
Susan Bostian	NSU	AVP & Director for Human Resources	Human Resources
Michelle Lineweber	SDSMT	Director of Academic Affairs Operations	Academics
Andy Hill	USD	Sr. Budget and Finance Services Specialist	Budget/Finance
Holly Farris	BOR	Legal and Compliance	Legal
Subject Matter Experts			
Dennis Hedge	SDSU	Provost & VP for Academic Affairs	Academics
Joe Cassidy	SDSU	Dean of Ag and Biosciences	Research/Grants
Sheila Lloyd	SDSD/SDSBVI	Human Resources Director	Human Resources
Gina Mockler	USD	Associate AD, Business and Finance	Athletics

Standardization of Processes and Best Practices			
Katie Carter	BOR	Assistant Director of Human Resources	
Subcommittee Members			
Name	University	Title	Functional Area
Melissa Simpson	BHSU	Budget Coordinator	Budget/Finance
Jeanette McGreevy	DSU	Director of Institutional Effectiveness	Academics
Ronald Brownie	NSU	Office of Continuing Education	Academics
Nancy Feiler	SDSMT	Human Resources Generalist	Human Resources
Tonya Hohenthanner	SDSU	HR Communications Specialist	Human Resources
Nathan Gotto	USD	Assistant Director of HR	Human Resources
Sheila Lloyd	SDSD/SDSBVI	Director of HR	Human Resources
Subject Matter Experts			
Becky Degen	SDSU	Director of Continuous Improvement	Lean/Continuous Improvement
Various Employees	RIS	IT Support - System Level	IT
Wendy Craddock	SDSU	AVP for Information Technology	IT
John Flack	USD	Information Technology Architect	IT

Existing Shared Services Review			
Susan Bostian	NSU	Director of Human Resources	
Ashley Plueger	SDSU	Shared Payroll Center	
Subcommittee Members			
Name	University	Title	Functional Area
Melissa Hart	BHSU	Director of Human Resources	Human Resources
Debra Roach	DSU	VP for HR	Human Resources
Jess Dold	SPC	Payroll Specialist	Payroll – Shared Services
Bill Spindle	SDSMT	VP for Finance and Administration	Finance/Budget
Janet Peterson	SDSU	Director of Shared Services	Finance/Budget - Shared Services
Ashley Kroon	USD	HR Generalist III	Human Resources
Jilena Faith	SIES	HR Generalist – Int’l Employment Specialist	Human Resources – Shared Services
Subject Matter Experts			
Kayla Kloucek	USD	Management Analyst	Budget
Michelle Elkin	RIS	Senior Software Developer	IT

Training and Professional Development			
Laura Anderton	USD	Director of Human Resources Development	
Melissa Hart	BHSU	Director of Human Resources	
Subcommittee Members			
Name	University	Title	Functional Area
Amy Crissinger	DSU	VPSA & Enrollment	Student affairs
Erin Fouberg	NSU	Associate VPAA/Director of Graduate Studies	Student Affairs/Career Development
Molly Moore	SDSMT	Associate AVP for Enrollment Management	Enrollment Management/Financial Aid
David Overby	SDSU	VP for Technology and Security	IT
Holly Farris	BOR	Legal Compliance	Legal
Subject Matter Experts			
Shouhong Zhang	SDSU	Director of Instructional Design	Academics/Instructional Design
Kevin Sackreiter	SDSU	Director Teaching Learning Center	CETL

Recruitment and Retention			
Debra Roach	DSU	VP for HR	
Liza Clark	BOR	Gov't Affairs/Economic Development	
Subcommittee Members			
Name	University	Title	Functional Area
Megan Detlefs	BHSU	Communications Coordinator	Communications/Marketing
David DeJong	DSU	Dean of Education	Academics
Dough Ohmer	NSU	Dean, Business	Academics
Dawn Weiss	SDSMT	HR Manager	Human Resources
Carissa Redenius	SDSU	Asst Director of Class, Comp & Recruitment	Human Resources
Jana Richardson	USD	Assistant Director, Financial Health Affairs	Budget/Finance - SSOM
Heather Johnson	USD	Assistant Director, Academic Career & Planning	Career Development
Subject Matter Experts			
DSU	Mark Spanier	Associate Professor – Faculty Senate	Faculty
SDSU	Slade Larscheid	Deputy AD	Athletics
SIES	Jilena Faith	International Employee Shared Services	Shared Services

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance

AGENDA ITEM: 8 – H

DATE: December 7-8, 2022

SUBJECT

Non-Faculty Exempt Compensation Study

CONTROLLING STATUTE, RULE, OR POLICY

[BOR Policy 4:4](#) – Non-Faculty Exempt Employment Provisions

BACKGROUND / DISCUSSION

Following discussion from the Board at its March 2021 meeting, and subsequent recommendations from the SB55 Task Force, the board office issued an RFP for a consultant to conduct a compensation study and develop a uniform salary structure for Non-Faculty Exempt (NFE) positions. Segal was selected as the consultant to conduct the compensation study.

A system-wide human resources committee and the Board staff have been working with the Segal consultants on the compensation study since April 2022. To date, work has been underway in the following areas:

1. Development of a draft Total Rewards Philosophy;
2. Development of job families;
3. Draft development of position leveling guides;
4. Identification of benchmark positions;
5. Development of draft criterion used to evaluate positions; and,
6. Development of market peers based upon industry standards, taking into consideration position levels, job families, institution size and mission.

The project is broken into phases, and summary of the timeline is provided in Attachment II.

One of the key components for this project is the development of a Total Rewards Philosophy. Segal has collaborated with the team at SDBOR to develop the attached Total Rewards Philosophy that will serve as the foundation and guiding document for the way the Board of Regents and its institutions approach total rewards for employees. The vision statement is informed by the SDBOR mission and strategic plan, and establishes the foundation for the values SDBOR embraces as an employer.

(Continued)

DRAFT MOTION 20221207_8-H:

I move the Board adopt the Total Rewards Philosophy as outlined in Attachment I.

The overall philosophy then goes into more detail in key areas that emphasize the Board's need for a system that is fiscally responsible, market driven, and highlights that performance is a key consideration in compensation. While this compensation study's primary focus is to establish a market driven salary structure for non-faculty exempt employees, the Total Rewards Philosophy will be a guide for how SDBOR approaches total rewards across all employee types.

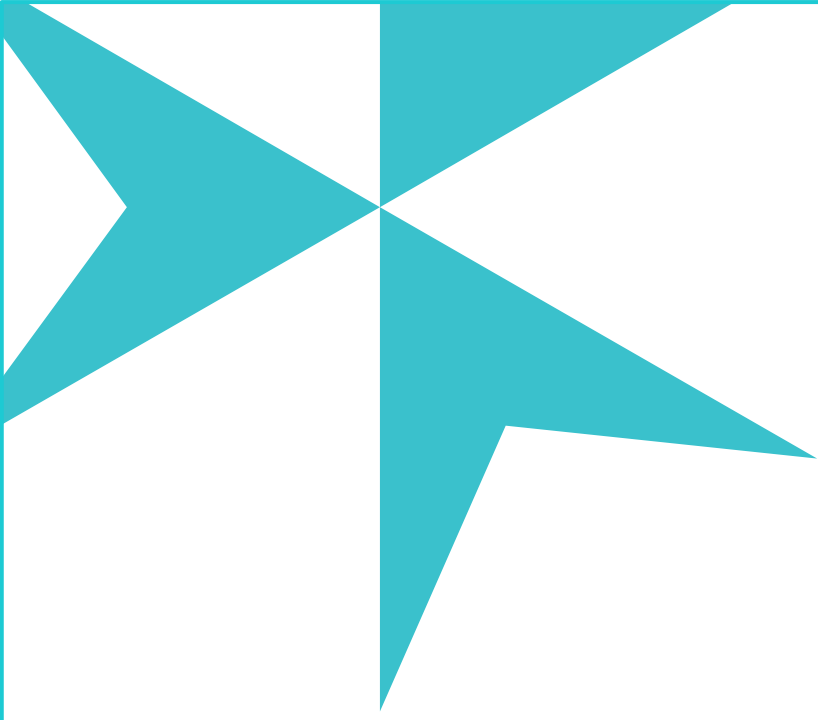
IMPACT AND RECOMMENDATION

The attached Total Rewards Philosophy is the foundation that will support the rest of the work being conducted as a part of the NFE compensation study. The staff ask that the Board adopt the SDBOR Total Rewards Philosophy.

ATTACHMENTS

Attachment I – SDBOR Total Rewards Philosophy

Attachment II – Project Timeline



469 South Dakota Board of Regents

Classification and Compensation Study

Total Rewards Philosophy

Draft for Review

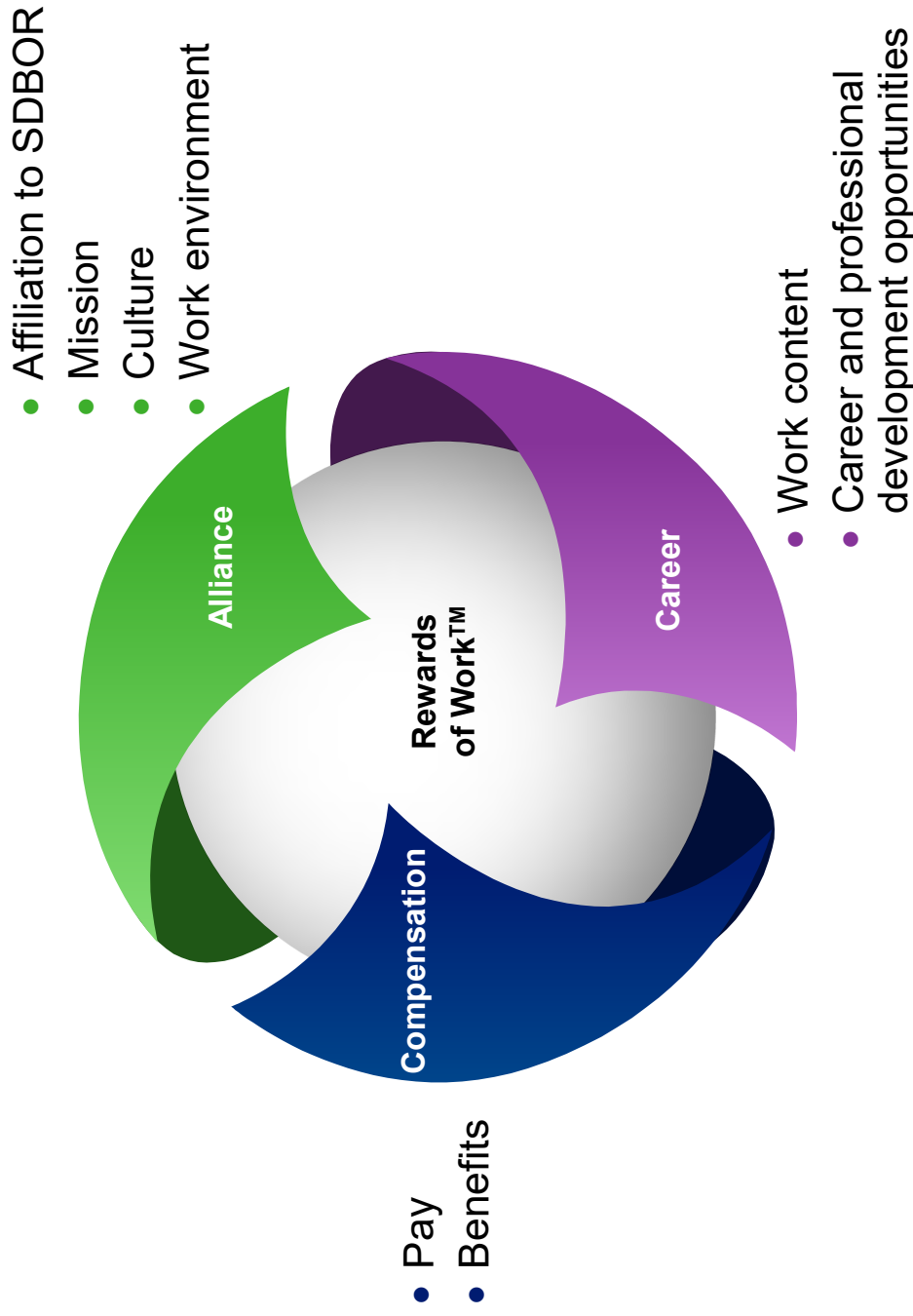
June 2022

Introduction

- SDBOR recently launched an in-depth staff compensation and classification study with Segal.
- The purpose of the study is to design a fair, equitable, and market-competitive classification and compensation program.
- An initial step of our study is to develop a total rewards philosophy that will be the foundational component of the future total rewards (compensation and benefits) program.

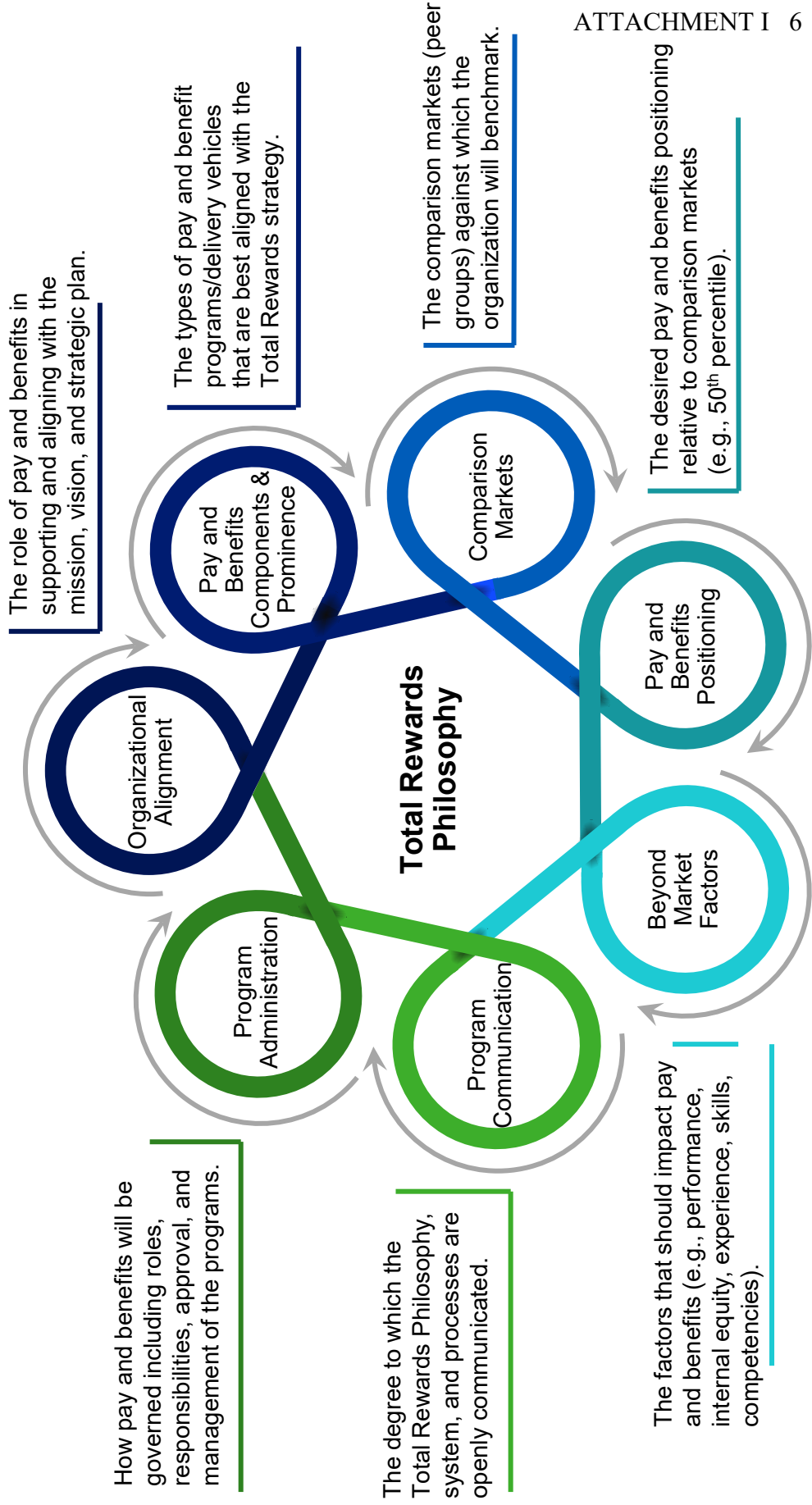
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Rewards of Working at SDBOR



Compensation is just one element of why employees work at SDBOR.

Total Rewards Philosophy Framework



Total Rewards Philosophy Considerations



Aspirational, Yet Realistic Statements

Guides pay and benefits decisions and processes under a future state (after the conclusion of our project) and may not fully reflect current practices.

Continued Refinement Throughout Study

Evolving document that will be revisited throughout our engagement with SDBOR to ensure continued appropriateness.

Linkage to SDBOR's 2022 – 2027 Strategic Plan and Other HR Initiatives

Driven by SDBOR's Strategic Plan with strong ties to internal HR initiatives like employee retention/retainment, career development, performance management, and manager training.

Total Rewards Philosophy Vision Statement

SDBOR MISSION

STRATEGIC PLAN 2022-2027



TOTAL REWARDS PHILOSOPHY VISION STATEMENT

The Total Rewards Philosophy, driven by our mission and Strategic Plan, aims to ensure that SDBOR and its affiliated institutions, are desirable places to work, learn, and grow both professionally and personally for our employees. At heart, we are a community dedicated to the enrichment and advancement of educational opportunities within the State of South Dakota and beyond. Our culture is one that values collaboration, community, and openness with a focus on providing our employees with a competitive and balanced Total Rewards package. We strive to have a clear, transparent, understandable program that aligns with our values and principles, and adheres to the System's resources as well as federal, state, and local regulations.

Total Rewards Philosophy

Details

Organizational Alignment	<ul style="list-style-type: none">• Our Total Rewards Philosophy is driven by our mission, values, the 2022 – 2027 Strategic Plan, and our commitment to our employees. As a higher education system with six universities and two special-focus schools, it is critical that our compensation and benefit programs take into account the various differences in each of our institutions, but also allow for a desired level of consistency in key guiding principles around how we reward employees.• We strive to have our compensation and benefit programs be:<ul style="list-style-type: none">• Market competitive and internally equitable• Fiscally responsible• Sustainable• Accessible, easily understood, and clear• The pay program aligns with defined frameworks around job levels and a holistic system-wide pay structure that contains pay ranges that reflect the external market.
Total Compensation Components & Prominence	<ul style="list-style-type: none">• Base pay and benefits are the cornerstone of our compensation. Our varied benefit offerings include health, retirement, wellness, holidays, vacation, sick leave, and paid family leave, short- and long-term disability, educational benefits, and a variety of campus specific perks.• Our competitive and diverse offerings help to support the attraction, retention, and ongoing engagement of our employees.
Comparison Markets	<ul style="list-style-type: none">• Our labor markets for talent include both academic and non-academic employers, that reflect the appropriate industry, geography/location, academic programs, and organization size for the different roles and job levels at SDBOR.• The defined markets are used for external market comparisons for our pay programs to determine their degree of competitiveness.• SDBOR HR and Campus HR stakeholders will work with Senior Leaders to periodically review and refine these comparison markets to ensure continued appropriateness and relevance.
Pay and Benefits Positioning	<ul style="list-style-type: none">• Our pay structures and ranges take into consideration external competitiveness, market shifts, and internal factors. We assign jobs to the structure based on the job's market rate with consideration for internal equity, the organizational structure, and reporting relationships.• SDBOR targets pay and benefits to be at competitive market levels as a system but positioning against the market may vary based on role or employee due to an individual's skills, qualifications, experience, performance or how the role fits into the overall strategy and needs of the institutions. There may be specific unique positions that have a targeted pay position due to the nature of the role.

ATTACHMENT

Total Rewards Strategy

Details continued

Beyond Market Factors	<ul style="list-style-type: none"> • SDBOR strives to provide its employees with professional development and career opportunities to promote continued growth in employee skills, knowledge, and expertise. • Differences in pay may be due to both external market information as well as individual specific factors. This includes how employees perform against role expectations and the key attributes that they bring to the role, such as their specific skills, knowledge, experience, and willingness to collaborate and work with others, while maintaining professionalism and integrity. • There may be specific, unique positions that may be paid above market levels due to their criticality and alignment to the mission, values, and strategic objectives of the institution.
Program Communication	<ul style="list-style-type: none"> • SDBOR is committed to being transparent around its compensation and benefits philosophy, the guiding principles, and policies. We offer resources, tools, and training to promote greater understanding and execution of our programs. • We encourage employees and supervisors to have ongoing, regular conversations to ensure a shared, mutual understanding of the role expectations and performance objectives.
Pay Governance & Administration	<ul style="list-style-type: none"> • The Board of Regents, Council of Presidents & Superintendents, and Human Resources are responsible for developing, approving, and endorsing the Total Rewards Philosophy and Strategy. • Human Resources administers and maintains the total rewards programs, which includes ongoing review, maintenance, and updates to policies, processes, tools, resources, and forms.

